

Huntley Creek Condominium Association

POLICIES AND PROCEDURES

As Adopted Effective April 1, 2014

Table of Contents

Collection of Unpaid Assessments Policy.....	2
Conduct of Meeting Policy.....	6
Investment of Reserves Policy.....	9
Inspection of Records Policy.....	10
Covenant Enforcement Policy.....	13
Board Member Conflict of Interest Policy.....	15
Adoption of Policies and Procedures Policy.....	16
Addressing Disputes with Owners Policy.....	17

HUNTLEY CREEK CONDO ASSOCIATION, INC.
AMENDED POLICY FOR COLLECTION OF UNPAID ASSESSMENTS
Effective 4-1-14

Pursuant to C.R.S. §38-33.3-209.5 and §38-33.3-316, the Board of Directors does hereby adopt the following policy and procedures for the collection of unpaid assessments effective APRIL 1, 2014.

(a) Common Expense Liability Assessments payable in monthly installments shall be due on the first day of the month. Any other assessments shall be paid to the Association on the due date established by the Board of Directors, or in the case of an undisputed fine, the due date established by the Manager acting on behalf of the Board of Directors. Assessments shall be considered past due and delinquent fifteen (15) days after the due date. Assessments include annual, semi-annual, quarterly, monthly, special, or default assessments and any associated fees, charges, late fee, attorney's fees, fines, and interest charged by the Association. (Declaration Article IX)

(b) On any past due and delinquent assessment, a late fee of \$10.00 shall accrue each month. The past due and delinquent assessments shall bear interest from the due date at the rate of 18% per annum. (Declaration Article 5.9)

(c) The Association shall assess the Owner's account for any fees actually charged for returned checks or for ACH/electronic payments reversed.

(d) All payments received shall be credited first to any delinquent balances, secondly to any current balances, and finally to any future balances due. These balances shall include any attorney's fees or costs, incurred by the Association. All payments received shall be applied in the following order: Attorneys fees, legal fees and costs; Association's collection costs; Reimbursement for chargeable expenses; Fines; Late Fees; Interest; Special Assessments, if any; Regular Assessments. The Association, or its Manager, has the discretion to return any Owner payment containing a restrictive endorsement or directing application of payments contrary to this provision.

(e) Before the Association refers a delinquent account to a collection agency or refers the matter to an attorney for legal action, the Association, or its Manager, shall send the Owner a **Notice of Delinquency** utilizing the form attached hereto and incorporated by this reference. The Association shall offer the Owner, who is eligible, a one-time opportunity to pay off the deficiency in equal installments over a period of at least six months utilizing the **Installment Payment Agreement** form attached hereto and incorporated by this reference. (C.R.S. §38-33.3-316.3)

(f) Before the Association's lien may be foreclosed, the balance of the assessments and charges secured by the lien must equal or exceed six (6) months of common expense assessments based on a periodic budget adopted by the Association and the Board of Directors must formally resolve, by a recorded vote, to authorize the filing of a foreclosure action against the specific unit, utilizing the **Board Resolution** form attached hereto. (C.R.S. §38-33.3-316(11))

(g) Legal Remedies Available to the Association: The Association may exercise self-help, suspend voting rights and use of common element facilities, may initiate legal action against the Owner who is personally obligated to pay the assessment, may file and foreclose the assessment lien against the property, may accelerate the assessments due for the remainder of the fiscal year, may request appointment of a receiver, and such other remedies as specifically stated in the Declaration and as provided by Colorado law. Regardless of whether a legal action is filed, the Association may recover attorney's fees, court filing fees, and service costs.

The undersigned certify that the foregoing Amended Policy for Collection of Unpaid Assessments was approved by the Board of Directors for the Huntley Creek Condo Association, Inc. on this 2nd day of April, 2014.

BY: Cecilia L. Morris
President

Attest: Carmine A. McHenry
Secretary

The Huntley Creek Condominium Association
c/o Foster Management PO BOX 6125, Longmont, CO 80501

Kevin@FosterMgmt.net

NOTICE OF DELINQUENCY

TO: Owner(s)

DATE:

ADDRESS: Property Address in Association

- 1) The total amount due and owing to the Huntley Creek Condominium Association is \$_____. The ledger attached is an accounting of how the total was determined.
- 2) You have the following option(s):
 - a. Cure the Deficiency by payment of the total amount due and owing within thirty-five (35) days of the date of this Notice. Contact the Manager for the Huntley Creek Condominium Association to determine the exact payoff amount; or
 - b. Installment Payment Plan <Select One Option>

[Eligible-Payment Plan]

Within thirty-five (35) days of the date of this Notice, you must execute an Installment Payment Agreement to pay the total amount due and owing in six equal monthly installments and also continue payment of any regular assessments. Contact the Manager for The Huntley Creek Condominium Association to coordinate this payment plan.

[Not Eligible – Prior Plan]

You are not eligible to enter into a payment plan to payoff this delinquency because you failed to comply with the terms of a prior payment agreement.

[Not Eligible – Wrong Owner]

You are not eligible to enter into a payment plan to payoff this delinquency because the Unit Owner does not occupy the unit and you acquired the property as a result of a default of a security interest encumbering the unit or foreclosure of the Association's lien.

- 3) You may contact The Huntley Creek Condominium Association through its Manager:

Foster Management

Address: P.O. Box 6125, Longmont, CO 80501

Phone: (303) 532-4148

Email: Kevin@FosterMgmt.net

- 4) Action is required to cure this delinquency and failure to cure this delinquency or enter into an installment payment plan with the Association, within thirty-five (35) days of the date of this Notice may result in your account being turned over to a collection agency or an attorney, a lawsuit being filed against the Unit Owner(s), the filing and foreclosure of a lien against the property, request of appointment of a receiver, acceleration of the assessments, or such other remedies available to the Association under Colorado law.

INSTALLMENT PAYMENT AGREEMENT

This INSTALLMENT PAYMENT AGREEMENT is entered into by and between the Booth Farms Community Association and _____, ("Owners") of _____ (property address in association) _____.

- 1) Owners are currently indebted to The Huntley Creek Condominium Association in the amount of \$_____ for past-due assessments or other delinquent amounts due and owing.
- 2) Owners agrees to pay the current indebtedness of \$_____ in six equal monthly installments as follows:

DUE DATE	INSTALLMENT AMOUNTS

- 3) The monthly installments shall be made payable to The Huntley Creek Condominium Association and mailed or delivered to Foster Management, Inc., PO Box 6125, Longmont, CO 80501.
- 4) Owners further agree to pay and remain current on all additional assessments that become due while making the installment payments pursuant to this agreement. Failure to comply with this provision shall constitute a default of this agreement.
- 5) Failure to comply with the terms of this agreement shall constitute a default and The Huntley Creek Condominium Association may pursue legal action and all legal remedies available to the Association pursuant to the governing documents and Colorado law, including but not limited to, the recovery of attorney's fees and costs.

Agreed to this _____ day of _____, 2014.

Owners

Owners

Agreed to this _____ day of _____, 2014.

Kevin Lucas – Manager for The Huntley
Creek Condominium Association

BOARD RESOLUTION

AUTHORIZING FORECLOSURE OF THE HUNTLEY CREEK CONDOMINIUM ASSOCIATION

WHEREAS, The Huntley Creek Condominium Association has a lien against the property located at _____ (property address in the association) _____ and the balance of the assessments and charges secured by the Association Lien equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association.

BE IT RESOLVED that the Association, after due consideration, hereby authorized the filing of legal action to foreclose the Association Lien in like manner as a mortgage on real estate against the subject property.

DATED: _____

Board Member

Board Member

Board Member

Board Member

HUNTLEY CREEK CONDO ASSOCIATION, INC.
MEETINGS POLICY AND PROCEDURES
EFFECTIVE 4-1-14

In compliance with Colorado Statutes, the Board of Directors of The Huntley Creek Condo Association, Inc. (hereinafter 'Association') adopts the following policy and procedures for meetings of the Association.

Members Meetings and Special Meetings

1. Meetings of the Unit Owners shall be held in accordance with the Association's Governing Documents or at least once per year. Special meetings may be called by the president, a majority of the Board of Directors, or by a petition signed by not less than 20% of Unit Owners. Special meetings will be held within 60 days after the proper request for such meeting is received. The Board of Directors, in their sole discretion, will determine the date, time and place of any Unit Owners meeting or special meeting.
2. Notice of any members meeting or special meeting will be sent not less than fourteen nor more than sixty calendar days in advance of the meeting by postage prepaid US mail to the mailing address of each unit or to any other mailing address designated in writing by the Unit Owner. The notice will also be physically posted on the Association bulletin board or in another conspicuous place when such posting is feasible and practical. The notice shall state the date, time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to Governing Documents, any budget changes, and any proposal to remove a member of the Board of Directors.
3. If possible, the Association will provide notice of any Unit Owners' meeting or special meeting in electronic form by posting on a website or by electronic mail to those Unit Owners who so request and provide the Association with their electronic mail address. Electronic notice will be sent out as soon as possible, but not less than 24 hours prior to the meeting.
4. All Unit Owner meetings or special meeting will be open to every Unit Owner of the Association or to any person designated by a Unit Owner in writing as the Unit Owner's representative.
5. Prior to the meeting, each Unit Owner must sign in for himself/herself and any proxies he/she holds. If a vote or election is held then the Unit Owner will be given the appropriate number of ballots.
6. The President of the Association Board of Directors or such other person as may be designated by the Board of Directors shall serve as the Chair and preside over the meeting. All items under consideration must be motioned and seconded prior to discussion and voting.
7. All Unit Owners or their designated representative will be allowed to speak at the appropriate time during deliberations and proceedings. The Chair, in his/her reasonable discretion, has the right to limit the amount of time each person will

be allowed to speak. Any person not in compliance with the following rules of conduct may be asked by the Chair to leave the meeting:

- a. Members must be recognized by the Chair before speaking
 - b. All comments and questions must be made in a businesslike manner and be relevant to the item under discussion
 - c. Only the Chair may interrupt the speaker. Unit Owners may not interrupt the speaker or otherwise disrupt the meeting
 - d. Unit Owners must refrain from using rude, abusive, threatening, or foul language and from making personal attacks
8. Votes for position on the Board of Directors shall be taken by secret ballot. Upon the request of one or more Unit Owners, a vote on any other matter on the agenda and affecting the common interest community, on which all Unit Owners are entitled to vote, shall be by secret ballot
9. The Association is not required to hold Member or Special meetings in accordance with Robert's Rules of Order
10. In the event of any conflict between this Policy and Procedure and the Association's declarations and covenants, or Colorado law, the Association's declarations and covenants and/or Colorado law shall prevail.

Board of Directors Meetings

1. Board of Directors Meetings shall be held in accordance with the Association's Governing Documents or at quarterly.
2. All Board of Directors meetings will be open to every Unit Owner of the Association or to any person designated by a Unit Owner, in writing, as the Unit Owner's Representative.
3. Prior to the meeting, each Unit Owner who intends to speak must sign in. The Board of Directors will designate a forum at the beginning of each meeting. The time limit for the forum will be determined by the Board of Directors but shall not be less than 15 minutes. Only those unit Owners who have signed in will be allowed to speak during this time.
4. Any person not in compliance with the following rules of conduct may be asked to leave the meeting:
 - a. Unit Owners must be recognized by the Chair before speaking
 - b. All comments and questions must be made in a businesslike manner
 - c. Only the Chair may interrupt the speaker. Unit Owners may not interrupt the speaker or otherwise disrupt the meeting
 - d. Unit Owners must refrain from using rude, abusive, threatening, or foul language and from making personal attacks
5. The President of the Association Board of Directors or such other person as may be designated by the Board of Directors shall preside over the meeting. All items under consideration must be motioned and seconded prior to discussion. Excepts as set forth above, Unit Owners who are not Board Members may not participate in the Board of Directors discussion unless expressly authorized by a vote of the majority of the Board Members.
6. At the conclusion of the discussion, but prior to a vote on the motion by the Board Members, the Board of Directors shall permit a reasonable number of Unit Owners to speak before formal action is taken on the item under discussion. The

Board of Directors may limit the number of Unit Owners allowed to speak but shall provide speaking opportunities for an equal number of Unit Owners on each side of an issue. The Chair, in his/her reasonable discretion, has the right to limit the amount of time each person will be allowed to speak.

7. Meeting minutes shall record all motions and the number of votes in favor, votes against, and abstentions.
8. The Board of Directors may hold a closed door session and restrict attendance of Unit Owners to discuss the following issues:
 - a. Matters pertaining to employees of the Association or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
 - b. Consultation with legal counsel concerning disputes that are the subject of possible, contemplated, pending or imminent court proceedings or matters that are attorney-client privileged;
 - c. Review of or discussion related to any written or oral communication from legal council.
 - d. Investigative proceedings concerning possible or actual criminal misconduct;
 - e. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
9. The Association is not required to hold Board of Directors Meetings in Accordance with Robert's Rules of Order.
10. In the event of any conflict between this Policy and Procedure and the Association's declarations and covenants, or Colorado law, the Association's declarations and covenants and/or Colorado law shall prevail.

IN WITNESS THEREOF, the undersigned certify that this MEETINGS POLICY AND PRCEDURES was adopted at a duly called meeting of The Huntley Creek Condo Association, Inc. held on the 2nd day of April, 2014

HUNTLEY CREEK CONDO ASSOCIATION, INC.

BY: _____

President

Attest: _____

HUNTLEY CREEK CONDO ASSOCIATION, INC.
RESERVE FUND INVESTMENT POLICY
EFFECTIVE 4-1-14

In compliance with Colorado Statutes, the Board of Directors of The Huntley Creek Condo Association, Inc. (hereinafter 'Association') adopts the following policy for the investment of reserve fund(s):

1. The Board of Directors will determine the amount to be transferred to the reserve fund on an annual basis. This amount will be included in the Association's yearly budget.
2. Reserves may be invested in the following financial instruments which may be recommended by the Association's financial advisor and in accordance with the Association's financial goals:
 - a. Certificates of deposits
 - b. Money Market Deposit accounts or funds
 - c. US Treasury bonds and zero coupons
 - d. Municipal bonds
3. The principal objective for reserve funds is to maintain, repair, and replace those capital items, which the Association is responsible to periodically maintain, repair or replace. Reserve funds shall be invested to achieve the following goals in order of priority as follows:
 - a. Preservation and safety of principal
 - b. Liquidity of funds to meet expected and unexpected capital expenses
 - c. Maximization of yield
4. All reserve fund investments decisions will be subject to the approval of the Board of Directors and should be reviewed on a yearly basis
5. Any expenditure of Association reserve funds will require the signature of at least two Board Members. However, the managing agent shall have the authority to transfer funds between the reserve account(s) and operating account(s), as needed.
6. The Association shall maintain adequate fidelity coverage to protect against theft or dishonesty as stated in the Association's governing documents.
7. The Association shall maintain monthly reserve fund statements including detailed accounting of current values, income and all transactions.
8. In the event of any conflict between this Policy and Procedure and the Association's declarations and covenants, or Colorado law, the Association's declarations and covenants and/or Colorado law shall prevail.

IN WITNESS THEREOF, the undersigned certify that this RESERVE FUND INVESTMENT POLICY was adopted at a duly called meeting of The Huntley Creek Condo Association, Inc. held on the 2nd day of April, 2014.

THE HUNTLEY CREEK CONDO ASSOCIATION, INC.

BY:

C. Lewis Morris
President

Attest:

Caroline A. McKinney

HUNTLEY CREEK CONDO ASSOCIATION, INC.
RECORDS INSPECTION POLICY
EFFECTIVE 4-1-14

In compliance with Colorado Statutes, the Board of Directors of The Huntley Creek Condo Association, Inc. (hereinafter 'Association') adopts the following policy for records inspection:

1. A Unit Owner or duly authorized representative shall be entitled to inspect and copy the Association's records during regular business hours at the Association's principal office, provided the request is made in good faith and for proper purposes and the Unit Owner delivers written notice to the Association. All requests must be submitted on the Association's record inspection form attached to this policy. Written notice must include:
 - a. Detailed description of the records requested for inspection or copying including type of reports, dates, addresses, etc.
 - b. Detailed description of the purpose the Unit Owner has for reviewing the requested records.
2. The Board or Directors, in its sole discretion, may determine whether a Unit Owner's request to inspect and copy records is made in good faith and for a proper purpose
3. A Membership list or any part thereof may not be used for the following purposes without the written consent of the Board of Directors, including but not necessarily limited to:
 - a. To solicit money or property unless such money or property will be used solely to solicit votes of the members in an election to be held by the Association;
 - b. For any purpose not directly related to a Unit Owner's interest as a unit owner;
 - c. For any commercial purpose;
 - d. To be sold or purchased by any person or entity.
4. After receipt of a written request and determination that the inspection is in good faith and for proper purpose, the Association shall make an appointment, which is convenient to Association or managing agent to conduct the inspection. All records shall be inspected at the office of the Association's managing agent, unless otherwise agreed upon in advance. All appointments will be limited to 4 consecutive hours.
5. The Association may impose a reasonable charge for all copies provided to a member. The charge may not exceed the actual cost for copies charged to the Association. If a Unit Owner requests documents which must be retrieved from archived storage or other sources, (e.g. attorney, CPA, etc.), the member will be responsible for all costs, payable in advance, of retrieval including but not limited to retrieval fee, labor, materials, and postage.
6. Records may not be removed from the premises where they are inspected without the prior written consent of the Board

7. The following records may be kept confidential by the Association:
- a. Documents relating to attorney/client privilege or regarding possible, contemplated, pending or imminent legal action or court proceedings
 - b. Documents which according to the law cannot be disclosed to a third party
 - c. Documents which if disclosed would constitute an invasion of privacy
 - d. Documents regarding personnel or employment issues
8. In the event of any conflict between this Policy and Procedure and the Association's declarations and covenants, or Colorado law, the Association's declarations and covenants and/or Colorado law shall prevail.

IN WITNESS THEREOF, the undersigned certify that this RECORDS INSPECTION POLICY was adopted at a duly called meeting of The Huntley Creek Condo Association, Inc. held on the 2nd day of April, 2014.

THE HUNTLEY CREEK CONDO ASSOCIATION, INC.

BY: _____

President

Attest: _____

AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS OF
THE HUNTLEY CREEK CONDO ASSOCIATION, INC.

I have requested to inspect and/or obtain copies of the following records of the Huntley Creek Condo Association, Inc. (be as specific as possible):

The records shall be used for the following purpose(s) only:

I understand that under the terms of the Colorado Revised Nonprofit Corporation Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that without limiting the generality of the foregoing, Association records may not be:

- (A) Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
- (B) Used for any commercial purpose;
- (C) Sold to, otherwise distributed to, or purchased by any person;
- (D) Any other purpose prohibited by law; or
- (E) Any purpose not related to the reason specified in this Agreement.

In the event any document requested is used for an improper purpose or purpose other than that stated above, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law. I further understand and agree that I shall be charged \$.50 per page for copies of documents.

Understood and agreed to by:

Homeowner

Date: _____

Homeowner

Date: _____

Address

HUNTLEY CREEK CONDO ASSOCIATION, INC.
COVENANT AND RULES ENFORCEMENT POLICY AND PROCEDURES
EFFECTIVE 4-1-14

In compliance with Colorado Statutes, the Board of Directors of the Huntley Creek Condo Association, Inc. (hereinafter 'Association') adopts the following policy for the enforcement of the covenants and rules of the Association:

1. Any Unit Owner, Resident, Board Member or managing agent may contact the Association regarding an alleged violation of the Association's governing documents. Complaints that cannot be verified by the Association's Board of Directors or managing agent must be made in writing. Written complaints must clearly indicate the nature of the violation, the date, time and location of the violation and the name(s) or address of the accused. Neither Board Members nor the managing agent will be obligated to consider or investigate verbal complaints.
2. After the receipt of a complaint of an alleged violation of the Association's governing documents, a notice of alleged violation will be sent to the Unit Owner, which states the specific alleged violation that is occurring and the possibility that fines will be imposed. The Association may also send the notice of alleged violation to any residents of the unit but will not be required to do so. The Board of Directors has the authority to determine if a complaint has a valid basis before a notice of alleged violation is sent.
3. If a Unit Owner wishes to dispute an alleged violation, he/she must request a hearing with the Board of Directors, in writing, within 10 calendar days of the date of the notice of alleged violation. Failure to request a hearing with the Board of Directors will be construed as an admission of the violation and the right to a hearing will be deemed waived forever. If a request for a hearing is not received, the Board will determine, in its sole discretion, if a violation has occurred and may assess fines.
4. If a Unit Owner requests a hearing, the Unit Owner will be notified of the time, date and place of the hearing, not less than 5 days before the scheduled hearing date. The Board, in its sole discretion, may grant continuances for good cause.
5. At the start of the hearing, the Board of Directors will explain the procedure, rules and guidelines by which the hearing will be conducted. Each party will be allowed to speak and present evidence, testimony and witnesses if so desired. At the completion of the presentation of evidence, the Board of Directors will make a decision, for or against a Unit Owner, regarding the alleged violation. The decision will be based on the vote of a majority of the Board of Directors present at the hearing. The Board of Directors may also vote to impose a fine at this time. The decision of the Board of Directors, along with a notice of a fine imposed, if applicable, will be sent to the Unit Owner within 15 calendar days of the date of the hearing.
6. Once a Unit Owner has waived his right to a hearing or the Board of Directors has determined, after a hearing, that a violation is occurring or has occurred, fines may be assessed according to the following schedules:

a. Fine Schedule for specific violations such as nuisances, pet violations etc., is:

- i. First fine for violation;
Notice & Fine Threat
- ii. Second fine for violation within 14 days:
\$25.00 & notice of \$50.00 fine
- iii. Third fine for violation within 14 days:
\$50.00 & notice of \$100.00 fine.
- iv. Fourth and subsequent violations within 14 days:
\$100.00 fine and notice of lien filing and turning over to collections (attorney or otherwise).

In the event of continuing specific violations, Unit Owners may be fined for every occurrence of the violation, but not more than every two weeks.

b. Fine schedule for ongoing violations such as architectural, landscaping, parking etc. is:

- i. Violations exceeding 30 days: \$25.00
- ii. Violations exceeding 60 days: \$50.00
- iii. Violations exceeding 90 days: \$100.00

In the event of continuing ongoing violations, after 90 days, Unit Owners may be fined daily until the violation is corrected.

- 7. Notwithstanding any provision of this Covenant and Rules Enforcement Policy and Procedure, the Board may pursue legal action against a Unit Owner to enforce the governing documents of the Association without following the preceding notice and hearing procedures if the Board deems that such action is in the best interest of the Association
- 8. In the event of any conflict between this Policy and Procedure and the Association's declarations and covenants, or Colorado law, the Association's declarations and covenants and/or Colorado law shall prevail.

IN WITNESS THEREOF, the undersigned certify that this COVENANT AND RULES ENFORCEMENT POLICY AND PROCEDURE was adopted at a duly called meeting of The Huntley Creek Condo Association, Inc. held on the 2nd day of April 2014

THE HUNTLEY CREEK CONDO ASSOCIATION, INC.

BY: _____

President

Attest: _____

HUNTLEY CREEK CONDO ASSOCIATION, INC.
CONFLICT OF INTEREST POLICY
EFFECTIVE 4-1-14

In compliance with Colorado Statutes, the Board of Directors of The Huntley Creek Condo Association, Inc. (hereinafter 'Association') adopts the following policy for Board Members' conflict of interest:

1. A conflict of interest of a Board Member shall be deemed to exist if the Board Member or his/her spouse, children, grandchildren, parent, grandparent, or sibling; or the spouse of his children, grandchildren, parent, grandparent, or sibling would receive a financial benefit from a contract, transaction, or arrangement with the Association. Financial benefit shall include a direct or indirect financial compensation, as well as gifts and favors even if unsubstantial.
2. In the event that such a conflict shall exist, the interested Board Member shall disclose the conflict to the existing Board Members during the first meeting at which the interested Board Member is present after the conflict of interest is or should be discovered. Such disclosure shall be recorded in the minutes for the meeting.
3. If the disinterested Board Members so determine, the interested Board Member may be asked to leave the meeting during discussion of the proposed contract, transaction, or arrangement. If the interested Board Member is allowed to stay, he/she may answer questions and briefly state his/her position on the matter but shall not use his/her personal influence to attempt to persuade the remaining members.
4. The interested Board Member may not vote on the issue. The minutes for the meeting shall reflect the abstention from voting and the reason for the abstention.
5. If the interested Board Member fails to disclose a conflict of interest in violation of this policy and Colorado Law, any contract, transaction or agreement may be deemed void and unenforceable. The Association may seek restitution for damages from the interested Board Member failing to disclose the conflict, including all costs and attorney's fees.
6. In the event of any conflict between this Policy and Procedure and the Association's declarations and covenants, or Colorado law, the Association's declarations and covenants and/or Colorado law shall prevail.

IN WITNESS THEREOF, the undersigned certify that this CONFLICT OF INTEREST POLICY was adopted at a duly called meeting of The Huntley Creek Condo Association, Inc. held on the 2nd day of April, 2014.

THE HUNTLEY CREEK CONDO ASSOCIATION, INC.

BY: _____

President

Attest: _____

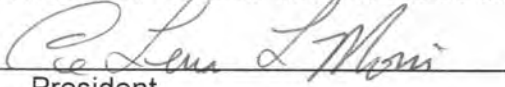
HUNTLEY CREEK CONDO ASSOCIATION, INC.
ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES, AND RULES
POLICY AND PROCEDURES
EFFECTIVE 4-1-14

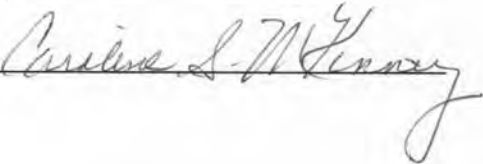
In compliance with Colorado Statutes, the Board of Directors of The Huntley Creek Condo Association, Inc. (hereinafter 'Association') adopts the following policy for adoption and amendment of policies, procedures and rules:

1. The Board of Directors, in its sole discretion, shall determine if a policy, procedure or rule is necessary for an issue, which has an effect on the community.
2. The Board or Directors may, but is not obligated to, provide notice to the Unit Owners of the meeting when the issue and proposed policy, procedure or rule will be discussed
3. Prior to adopting or amending a policy, procedure or rule, the Board of Directors shall consider the following criteria:
 - a. Necessity and Reasonableness
 - b. Contribution to the protection, enhancement and preservation of property values
 - c. Clarity of definition
 - d. Enforceability
 - e. Absence of conflict with Association's governing documents and applicable local, state or federal regulations or statutes
4. Any adoption or amendment of a policy, procedure or rule shall be performed at a Board of Directors meeting open to all members or their representatives.
5. An affirmative vote from a majority of the Board of Directors in attendance when a quorum of the board is present at the meeting shall be required to adopt or amend a policy, procedure or rule.
6. In the event of any conflict between this Policy and Procedure and the Association's declarations and covenants, or Colorado law, the Association's declarations and covenants and/or Colorado law shall prevail.

IN WITNESS THEREOF, the undersigned certify that this ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES, AND RULES POLICY AND PRCEDURES was adopted at a duly called meeting of The Huntley Creek Condo Association, Inc. held on the 2nd day of April, 2014.

THE HUNTLEY CREEK CONDO ASSOCIATION, INC.

BY: 
President

Attest: 

THE HUNTLEY CREEK CONDO ASSOCIATION, INC.
POLICY AND PROCEDURES FOR ADDRESSING DISPUTES WITH OWNERS

Effective: 4-1-14

I. Introduction.

The Board of Directors (the "Board") of The Huntley Creek Condo Association, Inc., a Colorado non-profit corporation (the "Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for Huntley Creek Condo Association (the "Declaration") (such documents being collectively being referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes.

The purposes of this Policy are to:

2.1 Set forth procedures to promote amicable resolution of disputes; and

2.2 Provide an optional framework for addressing disputes between the Association and Owners, but to protect the Association and other Owners from delay or an adverse effect on their rights by allowing proceedings to collect past due assessments, to remedy violations of Association Documents or any matter that may require an injunction, restraining order or protection order to proceed on a parallel track independent of the optional dispute resolution framework described in this Policy.

3. Types of Disputes.

3.1 Matters involving past due assessments are not ordinarily considered disputes subject to this Policy. Rather, these are considered collection matters to be handled in accordance with the Policy for Collection of Unpaid Assessments. If any Owner claims that payment of assessments should be excused or offset by any alleged act or omission of the Association, such Owner's claim will be considered a dispute subject to the procedures in this Policy.

3.2 Enforcement actions regarding violations of the Association Documents, including proceedings seeking compliance by way of injunctive relief and/or proceedings to impose fines, shall be handled in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). If any Owner claims that any enforcement action should be abated because of any act or omission by the Association, such claim of abatement shall be considered a dispute subject to the procedures of this Policy.

3.3 All other disputes arising between the Association and any Owner shall be addressed as set forth in this Policy.

3.4 The types of disputes described above which are subject to this Policy are collectively referred to as "Disputes."

4. **Notice of Dispute.**

In the event of a Dispute between the Association and any Owner, either the Association or an Owner may provide written notice ("Notice") of the Dispute by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Notice shall be considered effective three days following deposit in the mail. The Notice must contain specific information regarding the facts, circumstances and concerns giving rise to the Dispute.

5. **Resolution or Mediation of Dispute.**

5.1 **Request for Mediation.** Within thirty (30) days of receipt of the Notice, the Association and Owner shall make good faith efforts to discuss and resolve the Dispute amicably. If the parties are unable to reach an amicable resolution of the Dispute, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation (the "Request") must be in writing and mailed to the Association or Owner by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the Dispute within 30 days after the effective date of the Request, or such longer time as the parties may agree upon in writing. The parties shall make reasonable efforts to use free or low cost mediation services to minimize expenses (ie: the Neighborhood Resources Office with the City of Fort Collins), if available. If the mediation does not occur within 30 days (or longer if so agreed in writing), or the parties are unable to settle the Dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.

5.2 **Mediation Fees and Costs.** Fees and costs associated with the mediation, if applicable, including payment of fees to the mediator, shall be paid as follows:

a. The requesting party shall pay the mediator in advance for the first two hours of mediation.

b. If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the Association and Owner(s), and paid at the conclusion of the mediation.

c. The Association and any participating Owner may be represented by their respective attorneys at the mediation. Each party shall pay their respective attorney fees associated with the mediation.

d. If an Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the Association related to the mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's Assessment.

5.3 Continuation of Hearing and Imposition of Fines. A Notice or Request by an Owner based on a matter where the Owner is asserting a defense or excuse shall not suspend or stay any fine hearing or imposition of fines in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). Any fines imposed prior to or after a Notice or Request is provided shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the Dispute. Unless otherwise agreed by both parties, such fines shall remain legally collectable as Assessments in accordance with the Association Documents and Colorado law.

5.4 Continuation of Legal Proceedings. A lawsuit for the collection of Assessments or enforcement of the Association Documents may be commenced prior to or after receiving a Notice or Request, and such request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.

6. Variances.

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

7. Amendment.

This Policy may be amended from time to time by the Board.

CERTIFICATION

IN WITNESS THEREOF, the undersigned certify that this DISPUTE RESOLUTION POLICY was adopted at a duly called meeting of The Huntley Creek Condo Association, Inc. held on the 2nd day of April 2014

THE HUNTLEY CREEK CONDO ASSOCIATION, INC.

BY:

Ce Lena L Morris
President

Attest:

Caroline A. McKinney