

**CAMPGROUND OF THE ROCKIES ASSOCIATION, INC.
GOVERNANCE POLICIES**

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**CAMPGROUND OF THE ROCKIES ASSOCIATION, INC.
GOVERNANCE POLICIES**

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors hereby adopts the following policies and procedures.

I. ADOPTION AND AMENDMENT PROCEDURE

A. Definitions:

1. A policy is a course or principle of action adopted to guide the Board of Directors.
2. A procedure is an established or official way of conducting a course of action.
3. A rule is defined as a regulation or requirement governing conduct or behavior.

B. Policies and procedures govern the activities of the Board of Directors in the operation of the Association.

C. Rules govern the use of property within the community and the behavior of residents and/or their guests while in the community.

D. The Board of Directors shall have the authority to adopt policies, procedures and rules to the extent they do not conflict with the Declaration, Articles of Incorporation, and Bylaws of the Association.

E. The Board shall have authority to adopt and amend those policies and procedures which govern Association operation. Such policies and procedures shall be adopted at an open Board meeting and documented in the minutes or in a formal resolution.

F. The Board may adopt rules and regulations as provided in the Declaration. Prior to adopting final rules, the Board may send notice of a proposed rule to all owners and allow for a period of comment. Rules and regulations shall be adopted at an open Board meeting and documented in the minutes or in a formal resolution. Rules, once adopted, shall be sent to all Owners and shall be effective immediately unless otherwise specified.

II. COLLECTION POLICY AND PROCEDURE

The Association adopts the following revised policy and procedures for collection of assessments, which supersedes all prior collection policies including Section II of the Governance Policies adopted on June 20, 2009 as amended by the Resolution effective August 10, 2012.

1. Due Dates, Late Charges, Interest, Suspension of Rights, and Acceleration of Assessments.

A. Due Dates:

- (i) The annual assessment is due and payable on October 15 of each year. Alternatively, the annual assessment may be made in two equal payments, with payments due on October 15 and November 15. There is a charge of \$10.00 per month if the annual assessment is paid in installments.
- (ii) Electric charges are due by September 30 of each year. If the electric charge is not paid by such date, the Owner shall lose the privilege of paying the annual assessment in installments and the full amount will be due on October 15.
- (iii) Payments shall be deemed received and shall be posted on the date the payment is received in the Association's payment processor's office. Any assessment or installment or electric charge not paid in full when due shall be considered past due and delinquent.

B. Late Charge.

A late charge in the amount of \$35.00 will be imposed for any assessment, fine or other charge not paid within 10 days of the due date without further notice to the Owner. Such late charge is a personal obligation of the Owner and a lien on the Lot.

C. **Interest.** Interest at the rate of 21% per annum may accrue on any delinquent assessment, fine or other charge from the due date (or installment due date) without further notice to the Owner. Interest may be added to the Owner's account 10 days following the due date. Such interest is a personal obligation of the Owner and a lien on the Lot.

D. **Suspension of Rights.** An Owner's voting rights will be automatically suspended without notice if an assessment or other charge is not paid within 10 days of the due date. An Owner's rights to use recreational facilities may also be suspended without notice if an assessment or other charge is not paid within 10 days of the due date.

F. **Acceleration.** Upon 30 days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. Upon acceleration, that Owner loses the privilege of paying any and all assessments and charges in installments for the remainder of the fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

2. Return Check Charges.

A. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:

(i) An amount equal to the face amount of the check, draft, or money order and a return check charge of \$20.00 or an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater ; or

(ii) If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft or money order will be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.

B. Any returned check will cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.

C. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

3. Attorney Fees and Collection Costs.

The Association will be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law. Attorney fees incurred by the Association will be considered part of the assessments and will be due and payable immediately when incurred, upon demand.

4. Application of Payments.

All payments received on account of any Owner or the Owner's property, may be applied first to post-judgment attorney's fees, costs and expense; then to costs and attorney's fees not reduced to a judgment; then to interest; then to late charges; then to return check charges; then to fines and other amounts levied pursuant to the Declaration; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.

5. Time Frames.

The following time frames will be followed in the collection of monthly installments of the annual assessment and for collection of other charges.

Due date

October 15 for entire annual assessment or October 15 for the first installment and November 15 for the second installment. Electric charge is due September 30; If not paid in full by September 30, annual assessment may not be paid in installments.

Late Fee date

10 days after due date

Interest date

10 days after due date

6. Notice.

Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association will send the Owner a notice of delinquency specifying: the total amount due, with an accounting of how the total was determined; whether the opportunity to enter into a payment plan exists as provided in this collection policy, and instructions for contacting the Association to enter into a payment plan, if available; the name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger to verify the amount of the debt; and that action is required to cure the delinquency and that failure to do so may result in the Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.

The following time frames serve as a guide for the sending of notices:

First Notice from Association or manager

End of October

Notice of Lien

End of November

Lien filed

End of December/early January

The delinquent account may be turned over for collection following the filing of the lien. If an Owner makes an installment payment, but then fails to make the second one due on November 15, the schedule for notices may be adjusted so that the Notice of Lien may be the only notice and may be sent in early December and the lien may be filed at the end of December or early January. Notwithstanding the time frames set forth above, if a lien holder with priority over the Association's lien (i.e., first mortgagee) takes title to a Lot through foreclosure or deed in lieu of

foreclosure, the Association may file a lien on the Lot for any delinquent payment.

7. Payment Plans.

The Association will make a good faith effort to coordinate with the Owner to set up a payment plan. An Owner may enter into a payment plan to pay off a deficiency in equal installments over a minimum period of six months or such other period as authorized by the Board of Directors. If the Owner fails to comply with the terms of the payment plan (fails to remit payment of an agreed-upon installment or fails to remain current with regular assessments as they come due during the payment plan term), the Association may pursue legal action. The Association is not obligated to negotiate a payment plan with an Owner who has previously entered into a payment plan pursuant to this policy. Furthermore, the Association is not obligated to offer or negotiate a payment plan with an Owner who does not occupy the Lot and acquired the Lot because of a default of a security interest encumbering the Lot or a foreclosure of the Association's lien.

All payment plans involving accounts referred to an attorney for collection will be set up and monitored through the attorney in consultation with the President of the Board or other person designated by the Board.

8. Foreclosure.

The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action. If the Association forecloses on its lien, the Owner will lose the Owner's Lot, having the same effect as if a first mortgagee institutes a foreclosure action against the property (though the procedure is different). The Association will not commence a foreclosure action unless the balance of the assessments and charges secured by its lien (which may include late fees, fines and other charges) equals or exceeds six months of common expense assessments based on the Association's periodic budget. Prior to filing a foreclosure action, the Board will resolve by a recorded vote to authorize the filing of the foreclosure action against the particular Lot, on a specific basis.

9. Notices:

Use of Certified Mail/Regular Mail. In the event the Association sends a collection or demand letter or notice to a delinquent Owner by regular mail, the Association may, but is not required to, send an additional copy of that letter or notice by certified mail.

10. Referral of Delinquent Accounts to Attorneys.

Upon referral of a delinquent account to the Association's attorneys, the attorneys will take appropriate action to collect the accounts referred. After an account has been referred to the Association's attorney, the account will remain with the attorney until the account is settled, has a zero balance or is written off. The Association's attorney is authorized to take whatever action is necessary, in consultation with the President of the Board of Directors or other person designated by the Board, believed to be in the best interest of the Association, including, but not limited to:

A. Filing a lien against the delinquent Owner's property to provide record notice of the Association's claim against the property, if not already filed;

B. Filing suit against the delinquent Owner for a money judgment. The purpose of obtaining a personal judgment against the Owner is to allow the Association to pursue remedies such as garnishment of the Owner's wages or bank account to collect judgment amounts;

C. Instituting a judicial action of foreclosure on the Association's lien. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a

money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action;

D. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim; and

E. Filing a court action seeking appointment of a receiver. A receiver is a disinterested person, appointed by the court, who manages rental of the Owner's property, and collects the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent waste and deterioration of the property. Once accounts are turned over to the Association's attorney, Owners will make payment to the Association at the address of the Association's attorney. The Association's attorney will consult with the Association regarding collection procedures and payment arrangements.

11. Notification to and Communication with Owners.

After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner will be handled through the Association's attorney. Neither the manager, if any, nor any member of the Board of Directors will discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case by case basis.

12. Certificate of Status of Assessment/Estoppel Letter.

The Association will furnish to an Owner or such Owner's designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The statement will be delivered within 14 calendar days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested for a fee. The fee for the statement will be assessed in accordance with the management company's or Association's fee schedule for such statements, which fee will become an assessment. If the Owner's account has been turned over to the Association's attorney, the statement will be handled through the Association's attorney and will include any attorney fees incurred in providing the statement

13. Bankruptcies and Public Trustee Foreclosures.

Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Lot within the Association, the Association may advise the Association's attorney of the same and turn the account over to the Association's attorney.

14. Waivers.

The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained herein, as the Association determines appropriate under the particular circumstances. Any accommodation will be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy will not be deemed a waiver of the Association's right to require strict compliance and will not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

III. CONDUCT OF MEETINGS POLICY AND PROCEDURE

A. Annual Meetings/Special Member Meetings

1. Notice of a Membership meeting shall be sent to each Member not less than 10 nor more than 50 days prior to the meeting. Notice shall also be posted in the clubhouse. If a Member requests notice by e-mail only and provides an e-mail address, notice will be provided by e-mail.

2. Each Member will sign in prior to the meeting for himself/herself and for any proxies he/she holds. Voting rights of delinquent Members are suspended and such Members shall not be given ballot. If an election or vote is to be held, the Member will be given the appropriate number of ballots.

(a) Secret ballots are required for the following: any ballot for election of a contested position on the Board of Directors; and any ballot for other matters if so requested by at least 20% of the Members present in person or by proxy at the meeting.

(b) If secret balloting is not required, the Association may indicate the number of proxies held on the ballot itself.

3. The President of the Board of Directors, or other person directed by the Board, will call the meeting to order and conduct the meeting. The meeting shall proceed in the order set forth in the agenda.

4. Each Member who wishes to speak will be given a reasonable time to speak, provided the chair may impose reasonable time limits to facilitate Member participation. Members may not speak a second time until everyone who wishes to speak has been given an opportunity to speak once. Members may not speak more than twice on any one topic, subject to the chair's discretion.

5. Members must maintain decorum and refrain from addressing the Membership or Board until recognized by the chair. Upon being recognized, the Member must state his/her name and address.

6. Members may not interrupt anyone who validly has the floor, or otherwise disrupt the meeting. Members may not engage in personal attacks on either Board Members or other Association Members. All comments and questions are to be delivered in a businesslike manner and comments shall be confined to matters germane to the agenda item being discussed. No Member may use abusive, rude, threatening, vulgar or crude language. To facilitate free and open discussion Members shall not audio or video record meetings.

7. Members must obey all orders made by the meeting chair, including an order to step down. Any Member who refuses to follow the above rules will be asked to leave the meeting.

8. Any motions must be seconded prior to discussion and voting. Because the nature of a motion and vote may be outside the Members' authority, the Board reserves the right to determine whether a motion will be considered binding on the Association or a recommendation for proceeding. Such determination may be made following consultation with legal counsel.

9. Ballots shall be counted by a neutral third party or by a committee of volunteers who shall be Members selected or appointed at an open meeting by the President of the Board or other person presiding during that portion of the meeting. The committee of volunteers shall not be Board members and, in case of a contested election for a Board position, shall not be candidates. The results of a vote taken by secret ballot shall be reported without identifying

information of Members participating in such vote.

10. Meetings are not required to be held in accordance with Robert's Rules of Order.

B. Board Meetings

1. A schedule of regular Board meetings shall be set and no notice beyond the schedule need be given. Notice of special Board meetings shall be given to directors at least 2 days prior to the meeting. Notice shall be in any manner by which a confirmation of the receipt of notice is received (i.e. facsimile with a confirmation sheet or e-mail with read confirmation).

2. All Board meetings shall be open to attendance by Members of the Association, or their representatives, provided that the Board may go into executive session for any purpose allowed by law. Members may be excluded from executive session. Prior to going into executive session, the chair of the meeting shall announce the purpose for the executive session.

3. The meeting agenda shall be made reasonably available for examination by Members of the Association or their designated representatives.

4. There shall be a Members' forum at the beginning of each regular Board meeting. The Members' forum shall be for up to 30 minutes, although the Board may extend this time in its discretion. The rules for Member participation during the meetings are as follows:

(a) Each Member who wishes to address the Board on an agenda item or on any other matter will be given a reasonable time to speak, provided the chair may impose reasonable time limits to facilitate Member participation. If more than one person desires to address an issue on which the Board is to vote and there are opposing views, the Board shall provide for a reasonable number of Members to speak on each side of the issue. After other Members have had an opportunity to speak, then a Member who has already spoken will be given another opportunity, time permitting.

(b) Each Member who wishes to speak must be recognized by the chair. Once recognized, the Member shall state his/her name and address.

(c) All comments must be delivered in a businesslike and professional manner. Personal attacks or inflammatory comments will not be permitted.

(d) A Member who wishes to speak about any matter on the agenda of the Board meeting shall do so only during the Members' forum.

(e) To facilitate free and open discussion Members shall not audio or video record meetings.

(f) The Board is not obligated to take immediate action on any item presented by a Member.

5. Following the conclusion of the Members' forum, the Board will proceed with the business portion of the meeting. Except as provided in Paragraph 6 below, Members who attend or remain may not participate in deliberation or discussion during this portion of the Board meeting unless expressly authorized by a vote of the majority of a quorum of the Board.

6. Items shall be discussed pursuant to the meeting agenda, provided that items may be taken out of order if deemed advisable by the chair of the meeting. Items not on the agenda may be discussed once all other items have been concluded, time permitting. If items that are not on the agenda are to be voted upon by the Board, Members shall be given a reasonable opportunity to comment prior to the vote in accordance with the terms of Section B(4)(a) above.

7. Any director may make a motion. All motions shall be recorded in the minutes. If any director requests his/her vote in favor or against or his/her abstention be recorded in the minutes, the minutes shall so reflect.

8. Board meetings are not required to be held in accordance with Robert's Rules of Order.

IV. CONFLICT OF INTEREST POLICY

A. Definitions:

1. "Conflicting interest transaction" means a contract, transaction or other financial relationship between: (a) the Association and a director, or (b) between the Association and a party related to a director, or (c) between the Association and an entity in which a director of the Association is a director or officer.
2. "Party related to a director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the director or party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.
3. "Officer," for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.

B. **Disclosure.** The director shall disclose the conflicting interest in the proposed transaction in an open meeting prior to the discussion and vote. Such disclosure shall be reflected in the minutes of the meeting or other written form.

C. **Participation and Voting.** The director shall not take part in the discussion and shall leave the room during the discussion and the vote on the matter. Notwithstanding the foregoing, a majority of the disinterested Board members may ask the interested Board member to remain during any portion of the discussion and/or vote, provided that the director does not vote.

D. **Quorum.** The interested director shall count for the purpose of establishing a quorum of the Board for the matter in which there is a conflict.

E. **Approval of Transaction.** The contract, Board decision or other Board action must be approved by a majority of the disinterested Board members who are voting. No contract, Board decision or other Board action in which a Board member has a conflict of interest shall be approved unless it is commercially reasonable to and/or in the best interests of the Association.

F. **Standard of Review.** Notwithstanding anything to the contrary herein or in the Association's conflict of interest policy and in accordance with the Colorado Revised Nonprofit Corporations Act, no conflicting interest transaction shall be set aside solely because an interested director is present at, participates in or votes at a Board or committee meeting that authorizes, approves or ratifies the conflicting interest transaction if:

1. the material facts as to the director's relationship or interest as to the conflicting interest transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors may be less than a quorum; or
2. the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or known to the Members entitled to vote on the transaction, if any, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members entitled to vote; or

3. the conflicting interest transaction is fair to the Association.

G. Loans.

No loans shall be made by the Association to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment of the loan.

V. COVENANT AND RULE ENFORCEMENT POLICIES AND PROCEDURES

A. Enforcement Procedure. The Board shall not impose fines suspend rights to vote for a covenant/rule violation, or suspend rights to use facilities based on a covenant/rule violation unless and until the Association has sent or delivered written notice to the Owner as provided below. However, compliance with the notice and hearing procedure set forth below is not required for the following: late charges on delinquent assessments and suspension of voting rights and rights to use facilities if an Owner is shown on the Association's records to be 10 days delinquent in payment of assessments, in which case suspension shall be automatic.

1. **Complaint.** Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known. Complaints may also be initiated by the manager or any member of the Board of Directors. Complaints that cannot be independently verified by a Board member or the manager must be in writing. The Board shall have no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.

2. **Notice of Alleged Violation.** A Notice of Alleged Violation of any provisions of the Declaration, Bylaws, Rules and Regulations, or Resolutions shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such notice to any non-Owner violator. The notice shall describe the nature of the violation, the action needed to cure the violation, the time to cure the violation, the possible fine that may be imposed, and the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents. All notices shall be sent by registered, return receipt requested mail.

3. **Request for Hearing.** If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within 14 days of the date of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the 14 day period, the Board shall determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule, within a reasonable time after expiration of the 14 day period. The Board of Directors shall give written notice of said fine to the applicable Owner.

4. **Board of Directors to Conduct Hearing.** The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall follow a fair and impartial fact finding process to determine whether a violation exists and impose fines.

5. **Conflicts.** Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all

proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

6. **Hearing.** The Board shall inform the Owner of the scheduled time, place and date of the requested hearing by regular U.S. mail. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors in accordance with the terms of the Colorado Common Interest Ownership Act, all hearings shall be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.

7. **Decision.** After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within a reasonable period after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board of Directors. The Board may also issue and record with the Clerk and Recorder, a Notice of Lien. Upon notice of satisfactory compliance with the Association's governing documents, the Notice of Lien may be released by the Association issuing and recording a Release of Notice of Lien.

B. Fine Schedule.

1. Unless otherwise specified in the rules and regulations, the following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Rules and Regulations and Resolutions of the Association:

First violation:	Warning letter
Second violation:	\$50.00
Third violation:	\$100.00
Fourth violation	\$150.00
Subsequent violations:	\$200.00
Continuing violations:	\$50.00 per day

The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or rules.

2. All fines shall be due and payable upon notice of the fine and will be late if not paid within 30 days of the date that the Owner is notified of the imposition of the fine. Late fees and interest may be imposed as provided for in the Collection Policy. All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as

authorized by Colorado law.

C. Legal Action. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, rules or resolutions without first following the preceding notice and hearing procedures, if the Board determines that such action is in the Association's best interests.

D. Failure to Enforce. Failure of the Association to enforce the Declaration, Bylaws, rules and resolutions will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced governing documents for the Association.

VI. DISPUTE RESOLUTION POLICIES AND PROCEDURES

A. Disputes between Association and Owners Regarding Collection and Covenant and Rule Enforcement Matters. Disputes between the Association and Unit Owners regarding assessment collection matters and covenant and rule enforcement matters are addressed in the Collection Policy and the Covenant and Rule Enforcement Policy.

B. Disputes Between Residents. The Association encourages Owners or residents with disputes among themselves to resolve such disputes without court proceedings. The Association may take reasonable steps to facilitate negotiation or mediation between Owners and/or residents, but will have no responsibility for any costs incurred by the parties to the dispute resolution process. For any step in the dispute resolution process, the parties are not waiving their right to employ legal counsel at their own expense to assist them.

C. Required Dispute Resolution Procedure

1. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the Association's property manager.
2. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than 10 or more than 30 days from the date of receipt of the request.
3. The Owner, in such request and at the hearing, shall make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's grievance.
4. If the dispute cannot be resolved, the parties may utilize the discretionary mediation procedure set forth below, but shall not be required to do so.

D. Discretionary Dispute Resolution Procedures. The procedures set forth below may be used in disputes between Owners and residents. At its discretion, the Board of Directors may utilize the procedures set forth below to resolve disputes with Owners prior to filing litigation.

1. **Negotiation.** A request for dispute resolution by negotiation may be initiated by an Owner or the Association. Any such request shall be in writing stating the nature and details of the dispute and shall be personally delivered to the other party. So long as the other party agrees to negotiate, a meeting shall be held between the parties to begin a good faith attempt to negotiate a resolution not less than 10 or more than 30 days of receipt of such request, unless otherwise extended by written agreement. Through negotiation, the parties will communicate directly with each other in an effort to reach an agreement that serves the interests of both parties. Should the dispute pertain to property issues, each party will be granted the right to inspect the alleged defects or problems at a time convenient to everyone involved.

2. **Mediation.** If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation. If the parties agree to mediate the dispute prior

to seeking other remedies, they shall participate in good faith in the mediation. The role of the mediator is to facilitate further negotiation between the parties. The mediator will not have power to decide how to resolve the dispute but will use recognized, accepted mediation techniques to assist the parties in making that decision. The mediator shall be selected by a consensus of the parties involved within 15 days of the receipt of the request. Any cost of mediation will be shared equally among the parties unless they and the mediator agree otherwise.

VII. INVESTMENT OF RESERVES POLICY

A. Standard of Care. With regard to investment of reserve funds, directors and officers shall be subject to the standard of care outlined below. Officers, for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.

1. Each director and officer shall perform their duties regarding investment of reserves in good faith, in a manner the director or officer reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of their duties, a director or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: (a) one or more officers or employees of the Association whom the director or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, professional property manager, public accountant, or other persons as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Association on which the director or officer does not serve if the director reasonably believes the committee merits confidence.

2. A director or officer shall not be considered to be acting in good faith if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the Association or its Members for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performs his duties in compliance with this policy. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the Association or with respect to any property held or administered by the Association.

B. Investment Vehicles. Reserves may be invested in certificates of deposit, money market deposit accounts, money market funds, U.S. treasury and government obligations, municipal bonds and other state obligations, and other investments pursuant to the Association's investment goals. No funds shall be deposited or invested except in authorized investment funds. The Board of Directors may, but shall not be obligated to, require that investments must be insured by FDIC, SIPC or comparable insurance.

C. Investment Goals. The reserve funds shall be invested to achieve the following goals, in descending order of importance:

1. Promote and ensure the preservation of principal;
2. Structure maturities to ensure liquidity and accessibility of funds for projected or unexpected expenditures;
3. Mitigate the effects of interest rate volatility upon reserve assets;
4. Seek the highest level of return that is consistent with preserving the principal and accumulated interest;
5. Minimize investment costs.

D. Criteria. The Board may consider the following circumstances in investing reserve funds:

1. General economic conditions;
2. Possible effect of inflation or deflation;
3. Expected tax consequences;
4. Role that each investment plays in the overall investment portfolio;
5. Other resources of the Association.

E. Review, Authorization and Records.

1. The Board of Directors shall establish the amount to be transferred to reserve funds on an annual basis.
2. All accounts, instruments and other documentation of such investments shall be subject to the approval of, and may from time to time be amended by, the Board of Directors as appropriate, and shall be reviewed at least once per year.
3. The President or Treasurer shall be authorized and empowered to purchase, invest in, acquire, sell or assign any and all types and kinds of investments meeting the goals in paragraph VII(C) above; and to enter into agreements, contracts and arrangements with respect to such security transactions and to execute, sign or endorse agreements on behalf of the Association. To withdraw or transfer more than \$5000 in funds the signature of two directors shall be required.
4. The Association's manager or other person designated by the Board shall maintain monthly statements, including detailed accounting of current values, income and all transactions.

F. Insurance. The Association shall carry fidelity insurance to protect against theft or dishonesty from anyone with access to the reserve funds.

VIII. RECORDS INSPECTION POLICY AND PROCEDURE

Review of Records .

1. In addition to any records specifically required by the Association's declaration or bylaws, the Association shall maintain the following records:

- A. detailed records of receipts and expenditures affecting the operation and administration of the Association;
- B. records of claims for construction defects and amounts received pursuant to settlement of those claims;
- C. minutes of Membership meetings, minutes of Board meetings, a record of all actions taken by the Members or Board without a meeting (i.e., by written ballot or written consent in lieu of a meeting), and a record of all actions taken by a committee of the Board;
- D. written communications among, and the votes cast by, Board members that are directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws or Colorado law;
- E. the names of Members in a form that permits preparation of a list of names and physical mailing addresses of all Members, showing the number of votes each

Member is entitled to vote ("Membership list");

F. the current articles of incorporation, declaration, covenants, bylaws, rules and regulations, responsible governance policies required pursuant to Colorado law, and any other policies adopted by the Board;

G. financial statements, to the extent available, showing, in reasonable detail, the Association's assets and liabilities and results of its operations for the past three years;

H. tax returns for the past seven years, to the extent available;

I. a list of the names, electronic mail addresses and physical mailing addresses of its current directors and officers;

J. its most recent annual report delivered to the Secretary of State;

K. financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Colorado Common Interest Ownership Act;

L. the Association's most recent reserve study, if any;

M. current written contracts to which the Association is a party;

N. written contracts for work performed for the Association within the immediately preceding two years;

O. records of Board or committee actions to approve or deny design or architectural approval from Members;

P. ballots, proxies, and other records related to voting by Members for one year after the election, action, or vote to which they relate (provided that any identifying information on ballots may be redacted prior to inspection by an owner);

Q. resolutions adopted by the Board relating the characteristics, qualifications, rights, limitations, and obligations of Members or any class of Members;

R. written communications within the past three years to Members generally as Members; and

S. the following additional information as required by C.R.S. 38-33.3-209.4 as part of the Association's annual disclosures:

i. the date on which the fiscal year commences;

ii. the operating budget for the current fiscal year;

iii. a list, by Lot type, of the Association's current assessments (regular and special);

- iv. the annual financial statements, including any amounts held in reserve, for the fiscal year immediately preceding the current annual disclosure;
- v. the results of the most recent available financial audit or review, if any; and
- vi. a list of all Association insurance policies, including company names, policy limits, policy deductibles, additional named insureds, and expiration dates.

These records shall be the sole records of the Association. If the Association stores other types of documentation, or stores documentation for a longer time period than may be required above, such documents shall not be considered records of the Association.

2. The records set forth in Paragraph 1 shall be made reasonably available for inspection and copying by a Member or the Member's authorized agent. "Reasonably available" means available during normal business hours after written request of at least 10 days or at the next regularly scheduled meeting, if such meeting occurs within 30 days after the request. The written request shall describe the records sought with reasonable particularity. The Board may require that requests be submitted on the form attached to this policy.

3. No Member may use Association records, or allow Association records to be used, for commercial purposes.

4. In addition, a Membership list may not be:

- A. used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
- B. used for any commercial purpose;
- C. sold to or purchased by any person;
- D. used for any purposes unrelated to the Member's interest as a Member; or
- E. used for any other purpose prohibited by law.

Any Member requesting a Membership list shall be required to sign the agreement attached to this policy indicating that he/she will not use the list for the purposes stated above.

5. Pursuant to Colorado law, the following records may be withheld from inspection and copying to the extent that such records are or concern:

- A. architectural drawings, plans, and designs, unless the legal owner of such drawings, plans, or designs provides written consent to the release;
- B. contracts, leases, bids or records related to transactions to purchase or provide goods or services that are still in or under negotiation;
- C. communication with legal counsel protected by the attorney-client privilege or the attorney work product doctrine;
- D. disclosure of information in violation of law;

E. records of an executive session of the Board; and

F. records related to an individual Lot other than the Member's'.

If such records are made available for inspection, the procedure set forth in Paragraph 2 shall apply.

6. Pursuant to Colorado law, the following records are not subject to review, inspection and/or copying and will be withheld from any inspection:

A. personnel, salary, or medical records related to specific individuals; and

B. personal identification and account information of Members, including:

i. bank account information

ii. telephone numbers

iii. electronic mail addresses

iv. driver's license numbers

v. social security numbers

vi. vehicle identification information

7. Upon receipt of a request, the Association shall make an appointment with the Owner, at a time convenient to both parties (subject to the requirements of Paragraph 2 above), to conduct the inspection. Unless otherwise agreed, all records shall be inspected at the management company's office. All appointments for inspection will be limited to two hours. If additional time is needed, another appointment will be made within two weeks, at a time convenient to both parties.

8. At the discretion of the Board of Directors or Association manager, records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board.

9. During inspection, an Owner may designate pages to be copied with a paperclip, post-it note, or other means provided by the Association. Copies will be made at a cost based on the standard schedule of fees charged by the Association's management agent, which charges shall include reasonable retrieval costs for off-site files. The Owner shall be responsible for paying the total copying cost prior to receiving the copies.

10. Records may not be removed from the office in which they are inspected without the express written consent of the Board.

11. Nothing contained in these policies shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.

12. The Association may pursue any Owner for damages or injunctive relief or both, including reasonable attorney fees, for abuse of inspection and copying rights, including use of any records for a commercial purpose.

E. Remedies. The Association may pursue any Owner for damages or injunctive relief or both, including reasonable attorney fees, for abuse of inspection and copying rights, including use of any records for a purpose other than that stated in the Owner's request.

IN WITNESS WHEREOF, the undersigned certify these Governance Policies were adopted by resolution of the Board of Directors of the Association on this 9th day of December 2015, and supersedes all previous Governance Policies.

CAMPGROUND OF THE ROCKIES ASSOCIATION, INC., a
Colorado nonprofit corporation,

By: Sue Palandri
Its: President

ATTEST: Kay Greenlee
BY: Kay Greenlee
Its: Secretary

**CAMPGROUND OF THE ROCKIES ASSOCIATION, INC.
REQUEST FOR ACCESS TO ASSOCIATION RECORDS**

Member Name: _____ Date: _____

Address: _____

Telephone#: _____

Pursuant to state law and the Association's Records Inspection Policy, I hereby request that Campground of the Rockies Association, Inc. provide access to the records of the Association. I understand that upon receipt of this request, the Association will set an appointment with me during regular business hours.

1. The records that I wish to review are (attach a separate piece of paper if necessary):

A. _____

B. _____

C. _____

2. I certify that my request to review the records of the Association is for a proper purpose related to my Membership in the Association, and that this request is not for commercial purposes or my personal financial gain. Specifically, my purpose for wanting to review the records of the Association is as follows:

3. I acknowledge and accept the Association's records inspection policy. I acknowledge and accept that the records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with providing copies of these documents for me. I agree to pay any costs associated with copying these documents. In the event the records provided to me by the Association are used for any improper purpose, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Member Signature: _____ Date: _____

**AGREEMENT REGARDING USE OF THE MEMBERSHIP LIST FOR
CAMPGROUND OF THE ROCKIES ASSOCIATION, INC.**

Member Name: _____ Date: _____

Address: _____

Telephone#: _____

I have requested a copy of the Membership list for Campground of the Rockies Association, Inc.

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

I understand that under the terms of Colorado law, the Membership or voting list, or any portion thereof, may not be obtained or used for any purpose unrelated to my interests as a Member of the Association. I further understand and agree that without limiting the generality of the foregoing, the Membership list, or any portion thereof, may not be:

- A. Used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
- B. Used for any commercial purpose;
- C. Sold to or purchased by any person; or
- D. Used for any other purpose prohibited by law.

In the event the list is used for any improper purpose, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Understood and agreed to this _____ day of _____, 20____ by:

Member Signature: _____ Date: _____