

HUNTINGTON PINES HOMEOWNERS ASSOCIATION COLLECTION OF UNPAID ASSESSMENTS POLICY

Pursuant to the requirements of C.R.S. § 38-33.3-209.5(1)(I), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

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

A. Due Dates. The annual assessment is payable in twelve equal monthly instalments due on the 1st day of each calendar month. Other assessments, fees, or charges are due and payable as set forth in the Association's notice. Payments will be deemed paid on the date the payment is received in the Association's office or the Association's payment processor's office; provided, however, if the Owner's name or the Lot address for which payment is made is not identified on or with the payment, payment will not be deemed received until such time as the Owner and Lot to which payment should be credited are determined. Any assessment instalment not received in full by 30 days after the due date is past due and delinquent.

B. Late Fee or Charge. A late charge in the amount of \$20.00 may be imposed for any assessment, fine, or other charge not received by 30 days after the due date without further notice to the Owner. The late charge is a personal obligation of the Owner and a lien on the Lot.

C. Interest. Interest at the rate of 8% per annum will accrue on any delinquent assessment, fine, or other charge from the due date without further notice to the Owner. Interest may be added to the Owner's account 30 days following the due date. Interest is a personal obligation of the Owner and a lien on the Lot.

D. Lien. Under Colorado law and the terms of the Declaration, there is a lien for any unpaid assessment. The Association reserves the right to record a notice of lien in the county records at any time after an assessment becomes delinquent. The Association delegates authority to the Association's attorney to sign and acknowledge the notice of assessment lien. This delegation may be withdrawn at any time by sending written notice to the Association's attorney of the withdrawal.

E. Administrative Expenses. Collection costs imposed by the Association or its managing agent for delinquent accounts will be the obligation of the Owner and may be posted to the Owner's account. Examples include, but are not limited to, certified mailings and costs to physically post a notice or translate a notice to a language other than English.

F. Suspension of Rights. An Owner's voting rights are automatically suspended without notice if an assessment or other charge is delinquent as set forth in this policy. An Owner's right to use the Common Area may also be suspended without notice if an assessment or other charge is delinquent as set forth in this policy.

2. Attorney's Fees and Collection Costs. The Association is entitled to recover its reasonable attorney's fees and collection costs incurred in collecting assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law.

3. Application of Payments. If an Owner who has both unpaid assessments and unpaid fines, fees, or other charges makes a payment to the Association, the Association will apply the payment first to assessments and any remaining amount of the payment to the fines, fees, or other charges owed.

4. Monthly Statements Required. On a monthly basis, the Association will send to each Owner who has any outstanding balance an itemized list of all assessments, fines, fees, and charges that the Owner owes to the Association (i.e., an account ledger). The monthly statement will be sent by first-class mail to the Owner's registered address or by email if the Association has a relevant email address. If the account has been referred to a collection agency or to any attorney, the statement will also specify that the balance may not include all attorney's fees and costs that have been incurred as of the statement date but not yet

invoiced to the Association and posted to the account. No fees or other charges will be assessed for providing statements required under this Section.

5. Notice of Delinquency. The Association may send courtesy notices to Owners. However, 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 must send the Owner a notice of delinquency specifying:

- A. The total amount due, with an accounting of how the total was determined;
- B. 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;
- C. 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;
- D. A statement that action is required to cure the delinquency, and that failure to do so within 30 days 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;
- E. Whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges; and if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that the unpaid assessments may lead to foreclosure;
- F. The steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process; and
- G. A description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association.

6. Owner Contact and Delivery of 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:

- A. Send a copy of the delinquency notice described in Paragraph 5 by certified mail, return receipt requested and physically post a copy of this delinquency notice at the Owner's Lot; and
- B. Contact the Owner by one of the following means:
 - i. First-class mail;
 - ii. Text message to a cellular number that the Association has on file that the Owner has provided to the Association; or
 - iii. Email to an email address that the Association has on file that the Owner provided to the Association.
- C. Notices from the Association will be sent in English; provided, however, that the Owner may send written notice to the Association with an alternate language preference. The Association will attempt to provide an accurate translation of the original English version, but due to nuances in translating to a foreign language, slight differences may exist.
- D. An Owner may send written notice to the Association identifying another person to serve as a designated contact for the Owner for notices and correspondence. The Association will send the same written communications to the designated contact that it sends to the Owner. If the Owner wishes to

change or cease the designated contact, the Owner must send the Association written notice.

7. Record of Notification. The Association will maintain a record of the contact(s) it has made with an Owner regarding a delinquency, including the type of communication used to contact the Owner and the date and time the contact was made. As this record relates to a particular Lot, it will not be deemed to be a record available to all Owners under Colorado law.

8. Payment Plans.

A. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, it 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 18 months or such other longer period as authorized by the Board.

B. If the Owner fails to comply with the terms of the payment plan (fails to remit payment of three or more agreed-upon installments within 15 days after the monthly installments are due), the Association may pursue legal action subject to the notice requirements above.

C. The Association is not obligated to negotiate a payment plan with:

- i. an Owner who has previously entered into a payment plan pursuant to this policy, or
- ii. 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.

D. Before the Association initiates a foreclosure proceeding based on the Owner's unpaid assessments, it will provide the Owner with a written offer to enter into a repayment plan of at least 18 months. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment must be in an amount of at least \$25.00. The Owner may elect to pay the remaining balance under the repayment plan at any time during the duration of the repayment plan.

E. 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.

9. Board Action to Refer Delinquent Account. Before a delinquent account is referred to a collection agency or attorney, a majority of the Board must vote to refer the matter by recorded vote conducted in executive session.

10. Referral of Delinquent Accounts to Attorneys. After an account has been referred to the Association's attorney, the account remains with the attorney until it is settled, has a zero balance, or is otherwise resolved. Once accounts are turned over to the Association's attorney, Owners will make payments to the Association at the attorney's address. The Association's attorney is authorized to take whatever action is necessary, in consultation with the Board President or other person designated by the Board, believed to be in the Association's best interest.

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 may 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. Action by the Association's attorney may include the following:

A. Notice of Lien. If not already recorded, a notice of lien may be recorded against the delinquent Owner's property to provide record notice of the Association's claim against the property.

B. Filing Lawsuit. The Association may file a lawsuit against the delinquent Owner seeking a money judgment. If a personal judgment is entered against the delinquent Owner, the Association may pursue remedies such as garnishing the Owner's wages or bank account to collect judgment amounts.

C. Judicial Foreclosure. The Association may 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. 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 judicial foreclosure action unless the balance of the assessments and charges secured by its lien (which may include late fees, fines, and other charges as well as other assessments) equals or exceeds 6 months of common expense assessments based on the Association's periodic budget. Additionally, the Association will not pursue foreclosure against an Owner solely based on fines owed to the Association and/or collection costs or attorney's fees the Association incurred that are only associated with such fines. Prior to filing a foreclosure action, the Board will resolve by a recorded vote in executive session to authorize the filing of the foreclosure action against the particular Lot against which the foreclosure action will be filed.

D. Receivership. 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 deterioration of the property.

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

11. Certificate of Status of Assessment/Estoppal 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 requested, 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. If the Owner's account has been turned over to the Association's attorney, the statement will include any attorney's fees incurred in providing the statement.

12. 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: (a) \$20.00; or (b) 20% of the face amount of the check, draft, or money order, but not less than \$20.00, if it has been assigned to a collection agency for collection; or (c) 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 three times the face amount of the check, but not less than \$100.00.

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

13. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any bankruptcy *notice* or a foreclosure notice 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.

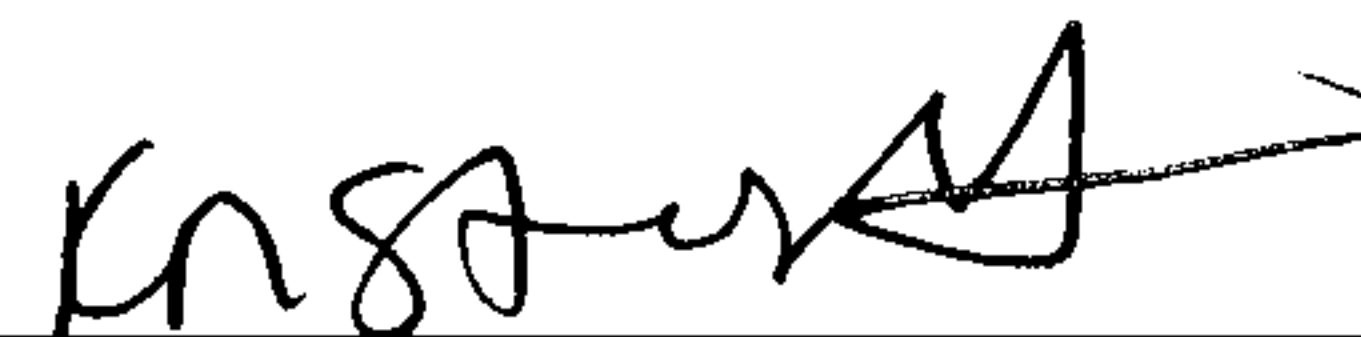
14. Waivers. The Association may modify these procedures as the Association determines appropriate under the particular circumstances. Any accommodation may be documented in the Association's files. Failure to require strict compliance with this policy is not deemed a waiver of the Association's right 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's fees, and/or costs as described and imposed by this policy.

15. Conflict of Law. If any part of this policy is in conflict with or is inconsistent with any provision or requirement set forth in the Colorado Revised Statutes, then the applicable provision or requirement of the Colorado Revised Statutes shall prevail.

16. Prior Policy. This policy supersedes and replaces any collection policies and procedures previously adopted by the Association.

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: 
Kristin Swenerton President
(Print Name) (Print Title)

**HUNTINGTON PINES HOMEOWNERS ASSOCIATION
DIRECTOR CONFLICT OF INTEREST POLICY**

Pursuant to the requirements of C.R.S. § 38-33.3-209.5(1)(II), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

1. As used in this policy, "Conflicting Interest Transaction" means: A contract, transaction, or other financial relationship between the Association and a Director (Board Member) of the Association, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest. As used in this policy, "Officer" 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 Association.

2. 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 thereof.

3. Any Conflicting Interest Transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. The minutes of the meeting shall reflect the disclosure made. After disclosure, the Director may participate in the discussion but may not vote on the matter.

4. No Conflicting Interest Transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a Member or by or in the right of the Association solely because the Conflicting Transaction involves a Director of the Association or a party related to a Director or an entity in which a Director of the Association is a director or officer or has a financial interest or solely because the Director is present at or participates in the meeting of the Association's Board of Directors or of the committee of the Board of Directors that authorizes, approves, or ratifies the Conflicting Interest Transaction or solely because the Director's vote is counted for such purpose if:

a. The material facts as to the Director's relationship or interest and as to the Conflicting Interest Transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors 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 are less than a quorum;

b. The material facts as to the Director's relationship or interest and as to the Conflicting Interest Transaction are disclosed or are known to the Members entitled to vote thereon, and the Conflicting Interest Transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members entitled to vote thereon; or

c. The Conflicting Interest Transaction is fair to the Association.

5. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes, approves, or ratifies the Conflicting Interest Transaction.

6. For purposes of this section, a "party related to a Director" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Director or a 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.

7. The Association's conflict of interest policy shall be reviewed periodically.

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: 
Kristin Swenerton President
(Print Name) (Print Title)

**HUNTINGTON PINES HOMEOWNERS ASSOCIATION
CONDUCT OF MEETINGS POLICY**

Pursuant to the requirements of C.R.S. § 38-33.3-209.5(1)(III), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

1. Meetings of the Members and Meetings of the Board

a. All regular and special meetings of the Members and meetings of the Board are open to all Members of the Association or to any person designated in writing as an Owners representative ("Designated Representative"). At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Members or their Designated Representatives shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue but may place reasonable time restrictions on those persons speaking during the meeting.

2. Voting

a. Votes for contested positions on the Board shall be taken by secret ballot. At the discretion of the Board or upon the request of twenty percent of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the common interest community on which all unit owners are entitled to vote shall be by secret ballot.

b. Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be Board members and, in the 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 reference to the names, addresses, or other identifying information of Owners participating in such vote.

3. Legal Matters

a. Upon the final resolution of any matter for which the Board has received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

b. Audio and video recording of Board or Member meetings is prohibited. Notwithstanding the foregoing, the official record-keeper at any meeting may, at the discretion of the Board, record the proceedings of that meeting for record-keeping purposes. The audio or video tapes of any meeting kept by the official record-keeper shall be retained until such time as the information has been memorialized in the minutes of said meeting and such minutes have been adopted by the Board. Any audio or video tapes shall be retained by the Association until such time as the Board has adopted the minutes for the recorded meeting.

4. Executive Session

a. Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or closed-door session during any regular or special Board meeting and may restrict attendance to Board members and such other persons requested by the Board. The matters to be discussed at such an executive session are limited to:

i. Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;

ii. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

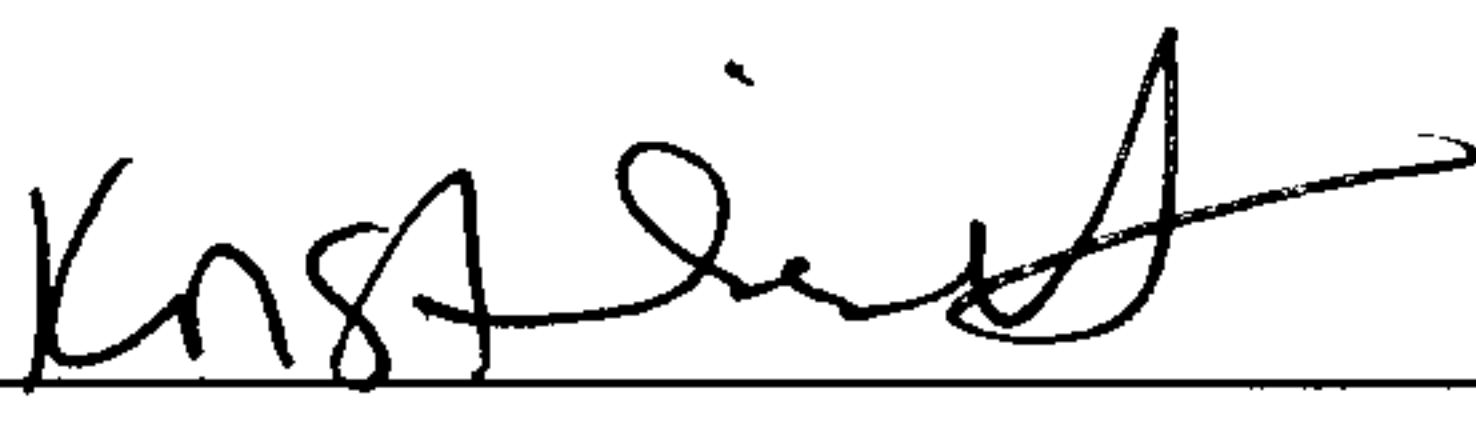
- iii. Investigative proceedings concerning possible or actual criminal misconduct;
 - iv. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
 - v. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and
 - vi. Review of or discussion relating to any written or oral communication from legal counsel.
- b. Prior to convening an executive session, the Board or committee thereof, as may be applicable, shall announce the general matters to be discussed in the executive session. No rule or regulation may be validly adopted during an executive session.

5. Etiquette and Disruptive Behavior

- a. At either a meeting of the Members or the Board, if a member refuses to stop talking after his/her allotted time has ended or otherwise disrupts the meeting, the chair of the meeting shall be entitled to request that the speaker cease speaking. If the speaker continues to speak or continues to be disruptive during the remainder of the meeting, the Board may vote to adjourn the meeting. In the alternative, or in addition to adjourning the meeting, the chair of the meeting, in the exercise of his/her reasonable discretion shall be entitled to contact law enforcement and request that the disruptive person be removed from the meeting.

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: 
Kristin Swenerton President
(Print Name) (Print Title)

**HUNTINGTON PINES HOMEOWNERS ASSOCIATION
COVENANT AND RULE ENFORCEMENT POLICY**

Pursuant to the requirements of C.R.S. § 38-33.3-209.5(1)(IV), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

1. Enforcement Procedure. The Association will not impose fines or commence legal action for violations of the governing documents, until after the Association has followed the procedures set forth below.

2. Complaints. Any Owner may send the Association a written complaint by email or first-class mail, with as much information as is known of a covenant or rule violation. Complaints may also be initiated by the manager, any member of the Board, or the Design Review Committee. Complaints that cannot be independently verified by a Board member, or the Association's manager must be in writing. The Association has no obligation to consider oral or anonymous complaints. The Board may determine whether a written complaint is justified before continuing with any enforcement action or the notice and hearing procedures.

3. Notice of Violation.

A. The Association will send a written notice of any asserted violation of any provisions of the governing documents to the Owner in accordance with this policy. The Board may also, at its option, provide a copy of the notice to any non-Owner violator. The notice will describe: (i) the nature of the violation; (ii) the action or actions required to cure the violation; (iii) any fines that may be imposed; (iv) the right to request a hearing to contest the violation or possible fine, and (v) if a hearing is requested, a date by which such request must be received and a timeline for the hearing process ("Notice of Violation").

B. Notices from the Association will be sent in English; provided, however, that the Owner may send written notice to the Association with an alternate language preference. The Association will attempt to provide an accurate translation of the original English version, but due to nuances in translating to a foreign language, slight differences may exist.

C. An Owner may send written notice to the Association identifying another person to serve as a designated contact for the Owner for notices and correspondence. The Association will send the same written communications to the designated contact that it sends to the Owner. If the Owner wishes to change or cease the designated contact, the Owner must send the Association written notice.

D. For the purpose of this policy to comply with Colorado law, a notice is deemed received when sent by and according to the following timelines:

- i. Email or text - Upon successful transmission of electronic mail or text;
- ii. Certified Mail/First-Class Mail - 3 business days after deposit for delivery;
- iii. Posting - Upon physical posting at the Owner's Lot; or
- iv. Actual Notice - Upon hand-delivery.

4. Violations That Threaten Public Safety or Health.

A. If the Association reasonably determines that a violation threatens the public safety or health, the Association will send the Owner a written Notice of Violation informing the Owner that the Owner has 72 hours to cure the violation, or the Association may impose a fine.

The written Notice of Violation must be sent by first-class mail, but the Association may send additional notice by any of the following means: certified mail email; text message to a cellular number that the Association has on file because the Owner has provided the number to the Association; or hand-delivery.

B. After 72 hours from receipt of notice, the Association will inspect the Lot and determine whether the violation has been cured. If the Owner has not cured the violation, the Association may impose

finest on the Lot Owner every other day in accordance with the fine schedule below and/or commence legal action to enforce the governing documents and cure the violation.

5. Violations That Do Not Threaten Public Safety or Health.

A. If the Association reasonably determines that a violation occurred, other than a violation that threatens the public safety or health, the Association will send the Owner a Notice of Violation informing the Owner that the Owner has 30 days to cure the violation, or the Association, after conducting an inspection and determining that the violation has not been cured, may impose a fine. The Notice of Violation must be sent by certified mail, return receipt requested. The Association may send additional copies of the notice by first-class mail, email, text message to a cellular number that the Association has on file because the Owner has provided the number to the Association, and/or hand-delivery.

B. After 30 days, if the Association has not received notice from the Owner that the violation has been cured, the Association will inspect the Lot within 7 days of the initial 30-day cure period. After inspection, if the Association determines that the violation has not been cured, the Association may impose the fine stated in the Notice of Violation and will send a second Notice of Violation with a second 30-day cure period.

C. After the second 30-day cure period, if the Association has not received notice from the Owner that the violation has been cured, the Association will inspect the Lot within 7 days of the second 30-day cure period. After inspection, if the Association determines that the violation has not been cured, the Association may impose a second fine in accordance with fine schedule below, send additional notices and opportunity to cure, and/or commence legal action. The Association may not commence legal action until a second 30-day cure period has elapsed.

D. If an Owner cures the violation within the required cure period, the Owner may notify the Association in writing, including visual evidence that the violation has been corrected. If the Owner provides visual evidence of the cure, the violation will be deemed cured on the date the Owner sends the notice. If the Owner does not provide visual evidence of the cure, the Association will inspect the Lot as soon as practicable to determine if the violation has been cured. If the visual evidence provided is insufficient for the Association to determine if a violation has been cured, at the Association's sole discretion, the Association can provide notice to the Owner that it intends to inspect the Lot to verify the violation has been cured.

6. Additional Required Notices. If an Owner cures a violation, the Association will notify the Owner: (i) of any outstanding fine balance owed to the Association, and (ii) that the Owner will not be further fined with regard to the violation.

7. Request for Hearing. If an Owner desires a hearing to contest any alleged violation and possible fine or to discuss any mitigating circumstances, the Owner must request the hearing, in writing, prior to the deadline stated in the Notice of Violation. The request for hearing should describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. If a timely request for a hearing is not made, the right to a hearing is deemed forever waived. If a hearing is not requested by the deadline, the hearing board will determine if there was a violation based upon the information available to it, and if so, assess a fine as set forth in the fine schedule upon expiration of any applicable cure period(s).

8. Hearing Board to Conduct Hearing. The hearing board, which may be the Board of Directors, will hear and decide cases set for hearing pursuant to the procedures set forth in this policy. The hearing board may appoint an officer or other Owner to preside at any hearing.

9. Conflicts. Any Owner who desires a hearing will be afforded a fair and impartial fact-finding process by "impartial decision makers" (persons with authority to make a decision on a claimed covenant, rule, or architectural violation and without a direct personal or financial interest in the outcome of the hearing). Any decision-maker who is incapable of objective and disinterested consideration will disclose this to the presiding officer prior to the hearing, if possible. If advance notice is not possible, the disclosure will be made at the hearing, and the decision-maker will be disqualified from all proceedings related to the hearing. If disqualification of any decision-maker results in an even number of individuals 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.

10. Hearings. The Board will inform the Owner of the scheduled time, place, and date of the requested hearing by first-class postage or by any of the following means: certified mail; email; text message to a cellular number that the Association has on file because the Owner has provided the number to the Association; or hand-delivery. Hearings may be conducted during or subsequent to any applicable cure period(s). The presiding officer may grant continuances for good cause. At the beginning of each hearing, the presiding officer will explain the rules, procedures, and guidelines by which the hearing will be conducted. The complaining parties and the Owner will have the right, but not the obligation, to attend the hearing. Each party may present evidence, testimony, and witnesses. The decision will be based on the matters set forth in the notice of alleged violation, request for hearing, and evidence as may be presented at the hearing. Unless otherwise requested by the Owner, all hearings will be conducted during executive session. If a complaining party is unable to attend the hearing, the complainant may submit a letter to the hearing board explaining the basis of the complaint.

11. Decision. After all testimony and other evidence has been presented to the hearing board, it will render its written findings and decision, and impose a fine, if applicable, upon expiration of any applicable cure period(s). A decision, either a finding for or against the Owner, will be by a majority vote of the hearing board.

12. Fine Schedule.

A. Limitation on Fines. With the exception of violations that threaten public safety or health, CCIOA provides that the total amount of fines imposed for each violation of the governing documents may not exceed \$500. In accordance with limitations set forth in CCIOA, the Association has adopted the following schedule of fines. These fines supersede and replace any existing fines greater than \$500 adopted prior to the date of this policy.

B. General Fine Schedule. Unless otherwise specified in the governing documents, the following fines may be imposed for each violation of the governing documents occurring within a one-year period:

First violation	Warning Letter
Second violation	Up to \$100
Third & subsequent violations	Up to \$200

The Association may also send courtesy notices. A Notice of Violation may be sent for any first violation. Additional and subsequent violations of the same provision occurring within one year from the date of the first Notice of Violation will be considered repeat or recurring violations, subject to additional fines as set forth above. After the one-year period, any subsequent occurrence of the same violation will be treated as a new first violation.

C. Continuing Violation Fine Schedule.

- i. For any violation that does not threaten public safety or health and is continuing in nature, the Association may impose fines in accordance with the general fine schedule. The Association may impose a fine every other day in the amount of \$50 for violations that threaten public safety or health until the violation is cured.
- ii. For purposes of this policy, a violation is considered "continuing in nature" if the violation is uninterrupted by time or, by the nature of the violation, it occurs at such frequency to create a continuous pattern of occurrence. Examples of continuing violations include failure to maintain unauthorized improvements, parking an unauthorized vehicle in the community on a nightly or other regular basis, etc.
- iii. The total amount of fines will not exceed \$500 for each violation of the same covenant, restriction, rule, or regulation. However, the Association reserves the right to impose fines greater than \$500 for violations that threaten public safety or health.

13. Additional Enforcement Rights.

A. Recorded Notice of Violation. The Board may issue and record with the Clerk and Recorder

a Notice of Violation.

B. Suspension of the Rights to Use the Common Areas. An Owner's right to use the Common Areas may be suspended for up to 60 days, after notice and hearing, if the Owner is in violation of the governing documents.

C. Suspension of Right to Vote. An Owner's right to vote may be suspended for up to 60 days, after notice and hearing, if the Owner is in violation of the governing documents.

14. Failure to Enforce. The Association's failure to enforce the governing documents is not a waiver of the right to enforce for any subsequent violations.

15. Administrative Expenses. Enforcement costs, imposed by the Association or its managing agent, related to covenant and rule enforcement will be the obligation of the Owner and may be posted to the Owner's account. Examples include but are not limited to, certified mailings or costs to translate a notice to a language other than English.

16. Conflict of Law. If any part of this policy is in conflict with or is inconsistent with any provision or requirement set forth in the Colorado Revised Statutes, then the applicable provision or requirement of the Colorado Revised Statutes shall prevail.

17. Prior Policy. This policy supersedes and replaces any collection policies and procedures previously adopted by the Association.

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: Kristin Swenerton
Kristin Swenerton President
(Print Name) (Print Title)

HUNTINGTON PINES HOMEOWNERS ASSOCIATION RECORDS RETENTION AND INSPECTION POLICY

Pursuant to the requirements of C.R.S. § 38-33.3-209.5(1)(V), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

1. The Association must maintain the following records, all of which shall be deemed to be the sole records of the Association for purposes of document retention and production to owners:

- 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 all meetings of its unit owners and executive board, a record of all actions taken by the unit owners or executive board without a meeting, and a record of all actions taken by any committee of the executive board;
- d. Written communications among, and the votes cast by, executive board members that are:
 - i. Directly related to an action taken by the board without a meeting pursuant to C.R.S. § 7-128-202; or
 - ii. Directly related to an action taken by the board without a meeting pursuant to the Association bylaws;
- e. The names of unit owners in a form that permits preparation of a list of the names of all unit owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each unit owner is entitled to vote;
- f. Its current declaration, covenants, bylaws, articles of incorporation, if it is a corporation or the corresponding organizational documents if it is another form of entity, rules and regulations, design guidelines, responsible governance policies adopted pursuant to C.R.S. § 38-33.3-209.5, and other policies adopted by the executive board;
- g. Financial statements as described in C.R.S. § 7-136-106, for the past three (3) years and tax returns of the Association for the past seven (7) years, to the extent available;
- h. A list of the names, electronic mail addresses, and physical mailing addresses of its current executive board members and officers;
- i. Its most recent annual report delivered to the secretary of state, if any;
- j. Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316 (8) concerning statements of unpaid assessments;
- k. The Association's most recent reserve study, if any;
- l. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two (2) years;
- m. Records of executive board or committee actions to approve or deny any requests for design

or architectural approval from unit owners;

- n. Ballots, proxies, and other records related to voting by unit owners for one (1) year after the election, action, or vote to which they relate;
- o. Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- p. All written communications within the past three (3) years to all unit owners generally as unit owners;
- q. The date on which its fiscal year commences;
- r. Its operating budget for the current fiscal year;
- s. A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- t. Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- u. The results of its most recent available financial audit or review;
- v. A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed; and
- w. The Association's responsible governance policies adopted under C.R.S. § 38-33.3-209.5.

2. Availability of Records

- a. Subject to paragraphs 3, 4, and 5 of this policy, all records maintained by the Association must be available for examination and copying by a unit owner or the owner's authorized agent. The Association may require owners to submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents, and may limit examination and copying times to normal business hours or the next regularly scheduled executive board meeting if the meeting occurs within thirty (30) days after the request. Notwithstanding any provision of the declaration, bylaws, articles, or rules and regulations of the Association to the contrary, the Association may not condition the production of records upon the statement of a proper purpose.
- b. Consent of Board and Restrictions on Use of Membership List
 - i. Notwithstanding section (a) of this paragraph 2, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a unit owner's interest as a unit owner without consent of the executive board.
 - ii. Without limiting the generality of subparagraph (i) of this section (b), without the consent of the executive board, a membership list or any part thereof may not be:

1. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the unit owners in an election to be held by the Association;
 2. Used for any commercial purpose; or
 3. Sold to or purchased by any person.
3. Records maintained by the Association may be withheld from inspection and copying to the extent that they are or concern:
 - a. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
 - b. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
 - c. Communications with legal counsel that are otherwise 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 an executive board; or
 - f. Individual units other than those of the requesting owner.
4. Records maintained by the Association are not subject to inspection and copying, and must be withheld, to the extent that they are or concern:
 - a. Personnel, salary, or medical records relating to specific individuals; or
 - b. Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.
5. The Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records.
6. A right to copy records under this policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the unit owner.
7. The Association is not obligated to compile or synthesize information.
8. Association records and the information contained within those records shall not be used for commercial purposes.

[Signed Certification on Following Page]

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: 
Kristin Swendow President
(Print Name) (Print Title)

**HUNTINGTON PINES HOMEOWNERS ASSOCIATION
INVESTMENT OF RESERVE FUNDS POLICY**

Pursuant to the requirements of C.R.S. § 38-33.3-209.5(1)(VI), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

1. The Board, pursuant to C.R.S. § 7-128-401, shall be entitled to rely on the information, opinions, reports or statements of accountants, legal counsel, and those other persons the Board reasonably believes have professional or expert competence in the matters at issue. The Board shall be subject to the standards set forth in C.R.S. § 7-128-401, except that as used in that section, "corporation" or "nonprofit corporation" means the Association, "Director" means a member of the Association's Board, and "Officer" 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 Association.

2. The Treasurer of the Association shall be primarily responsible for the tasks of investigating investment options for and the investment of the Association's reserve funds. However, the entire Board shall be responsible for the ultimate decisions made with regard to the investment of reserve funds.

3. The Treasurer shall evaluate investment options available to the Association, taking into account the security of the investment, the potential rate of return, the availability of federal deposit insurance, the liquidity of the investment, the reputation of the investment as well as of any advisors to the Treasurer, as well as any other factors that the Treasurer deems are reasonable.

4. Any investment of Association funds shall take into consideration the preservation of the principal balance of the reserve funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital. The Association shall, when investigating potential investment options, seek to mitigate loss by diversifying the investment portfolio, limiting investments to the safest types of investments, minimizing the risk of the market value of investments in the portfolio due to changes in general interest rates, structuring its investments in such a way as to remain sufficiently liquid to meet all planned reserve fund expenditures, and minimizing the need to sell investments prior to maturity.

5. The Treasurer shall report to the Board with the Treasurer's recommendations regarding the investment of reserve funds. The Board shall vote on the decisions made and shall document such vote in the minutes of the Association.

6. No member of the Board or any person who is a parent, grandparent, spouse, child, or sibling of a Board member, or a parent or spouse of any of those persons shall financially benefit, directly or indirectly, in the investment of reserve funds other than as a member of the Association generally.

7. The Board shall investigate on a periodic basis, but no less frequently than quarterly, the current balance of reserve funds and shall adjust the investments as needed to comply with the terms of this policy and the advice of those professionals upon whom the Board rely.

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: _____

Kristin Sweneth
(Print Name)

President
(Print Title)

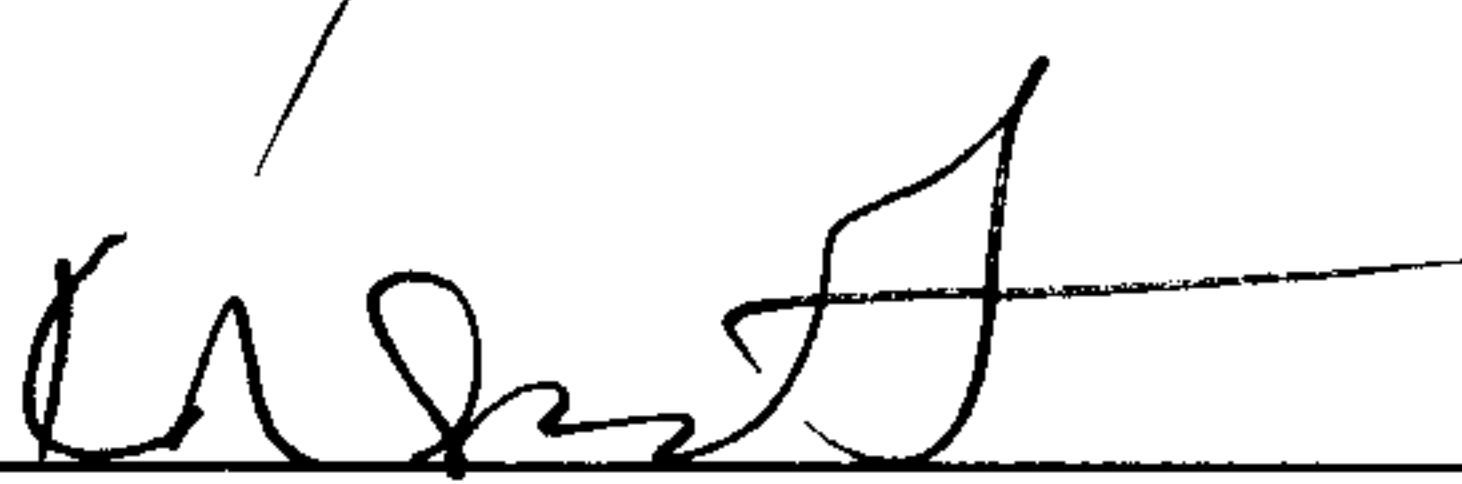
HUNTINGTON PINES HOMEOWNERS ASSOCIATION
ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES, AND RULES POLICY

Pursuant to the requirements of C.R.S. § 38-33.3-209.5(1)(VII), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

1. Section 8.4 of the Association Master Declaration states "Rules and Regulations may be adopted by the Board of Directors concerning and governing the use of Common Area and Common Area Improvements, provided such Rules and Regulations are uniform and nondiscriminatory, and furnished to Owners for approval by 51% of the Owners prior to the time they are adopted."
2. The Board of Directors may adopt and amend policies and procedures deemed necessary to implement and enforce the provisions of the Association Master Declaration and any rules and regulations properly adopted and approved.
3. Policies, procedures, rules, and regulations shall be effective upon their adoption. The Board shall distribute to all Association Owners copies of adopted policies, procedures, rules, and regulations by any reasonable means available, including but not limited to internet posting, e-mail, mail, or personal delivery.
4. An Owner's failure to receive the policy, procedure, rule or regulation shall not be a defense to the Association's ability to enforce and policy, procedure, rule, or regulation or to levy fines, expenses or attorneys' fees as a result of a violation of the policy, procedure, rule, or regulation.

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: 
Kristin Swenson President
(Print Name) (Print Title)

**HUNTINGTON PINES HOMEOWNERS ASSOCIATION
ALTERNATIVE DISPUTE RESOLUTION POLICY**

Pursuant to the requirements of C.R.S. § 38-33.3-209.5(1)(VIII), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

1. The Board, pursuant to C.R.S. § 38-33.3-124 desires to encourage the use of certain types of alternative dispute resolution ("ADR") to resolve certain claims between Owners and the Association.
2. The Board has determined that mediation can be an effective method of resolving certain disputes if both parties to the dispute genuinely desire to mediate the dispute. Consequently, the term "ADR" as used in this policy shall apply only to mediation. Furthermore, compliance with this policy is purely voluntary but encouraged nonetheless.
3. This policy shall be inapplicable to disputes involving the collection of delinquent assessments or other similar charges that may be assessed to Owners' accounts.
4. If an Owner or the Association desires that a matter between the two, other than those excepted by paragraph 3 above, be submitted to mediation, the moving party shall submit a written request for mediation. The other party shall respond in writing within thirty (30) days of receipt of the request for mediation. Should the parties agree to mediate, the parties shall work cooperatively to select a mutually acceptable mediator and shall endeavor to mediate the dispute in a good faith manner.
5. Any agreement reached through mediation shall be documented in a signed writing. Unless the parties agree to the contrary, the cost of the mediation shall be divided equally between the Owner and the Association. If the dispute is resolved through mediation, the parties' respective attorneys' fees shall be paid as set forth in the writing.
6. If the parties resolve any dispute through mediation, and the other party fails to abide by the terms of the written agreement pertaining to such resolution, then the other party may file a suit to enforce such agreement immediately. In such an event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement, including without limitation, attorney fees and costs.
7. If mediation is to be pursued, the Association may request an agreement with the Owner be executed prior to the commencement of the mediation, which tolls any applicable statute of limitations while the parties are attempting to resolve the dispute through ADR.
8. The parties may be, but do not need to be, represented by counsel at the mediation proceedings.
9. Compliance with this policy shall not be a pre-requisite to seeking redress through litigation; either party can request mediation in accordance with this policy before or after a suit is filed.
10. If any part of this policy is in conflict with or is inconsistent with any provision or requirement set forth in the Colorado Revised Statutes, then the applicable provision or requirement of the Colorado Revised Statutes shall prevail.

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: _____

Kristin Swenson
(Print Name)

President
(Print Title)

**HUNTINGTON PINES HOMEOWNERS ASSOCIATION
RESERVE STUDY POLICY**

Pursuant to the requirements of C.R.S. § 38-33.3- 209.5(1)(IX), the following policy has been adopted by the Board of Directors of Huntington Pines Homeowners Association (the "Association") at a meeting of the Board of Directors conducted on the 4th day of January, 2025.

1. The Association shall cause to be prepared, either internally or by an outside consultant, a reserve study for those assets maintained, repaired, improved, or replaced by the Association.
2. The Board of Directors will cause the reserve study to be periodically, but not less frequently than every five (5) years.
3. The individual or individuals preparing the reserve study may or may not have professional experience in conducting the reserve study. The reserve study will be based on both physical and financial analyses of the Association's community property.
4. The reserve study will recommend a funding plan for any work recommended by the reserve study. The funding of the work recommended by the reserve study will be reviewed at least once per year and incorporated into the Association's then-current budget.
5. Sources of funding will consist of regular annual assessments collected by the Association. However, in the event of an urgent and/or unforeseen reserve spending requirement, the Board of Directors shall be entitled to fund the expenditure by any legal means not prohibited by the Association's governing documents, including, but not limited to, the levy of one or more special assessments or the borrowing of funds.
6. This policy supersedes and replaces any reserve study policies previously adopted by the Association.

The undersigned hereby certifies that the foregoing policy has been adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the 4th day of January, 2025.

HUNTINGTON PINES HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

By: 
Kristin Swenson President
(Print Name) (Print Title)