

**RESOLUTION OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
REGARDING CAMERA MONITORING SYSTEM**

PURPOSE: To adopt a policy regarding the Association's use of a camera monitoring system on the Common Areas of the Copperleaf Community.

AUTHORITY: The Declaration of Covenants, Conditions, and Restrictions for Copperleaf ("Declaration"), Articles of Incorporation, and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: OCTOBER 10, 2023

RESOLUTION: The Association hereby provides notice of its adoption of the following policy concerning the use or operation of a camera monitoring system within the Association Common Areas.

1. The Association utilizes video cameras in the Copperleaf Community located on the Association's Common Areas.

2. **The Association's cameras are solely for deterrence and evidence gathering. The cameras have not been installed to provide any guarantee of protection, safety, or security of residents, guests, their invitees, or their personal property.**

3. Cameras are live-stream and/or motion-sensor activated. Access to live video feed and stored images on-site or via remote login will be restricted to designated Board Member(s) and management personnel as approved by the Board. A person will be designated as a System Administrator. Periodic logins by authorized personnel may be done for the limited purpose to verify that all cameras are working and focused and that images are properly recording, but authorized personnel will not monitor any cameras in real time.

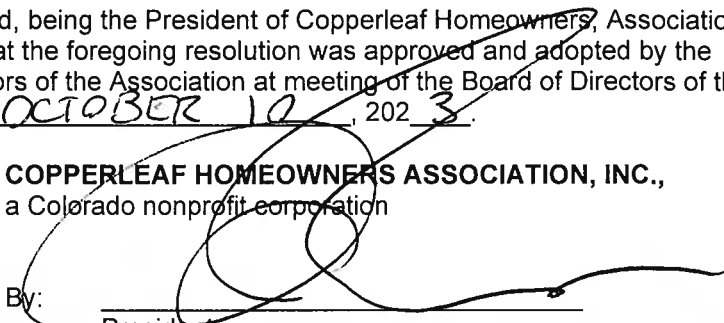
4. The Board of Directors reserves the right to allow persons designated in writing by the Board to review camera footage. Images from camera footage that have not been provided to any authorized persons as identified below may be deleted after 30 days.

5. Distribution of camera footage will be limited to the following: (i) the Board of Directors or designated agents/representatives of the Board; (ii) the Association's managing agent; (iii) law enforcement personnel investigating a crime; (iv) resident victims of a crime; (v) security company personnel, if any; and (vi) others who can either produce a subpoena or articulate a compelling and legitimate reason for needing the footage. The Association may impose reasonable limitations on use by authorized persons of footage, with the exception of law enforcement personnel.

6. The recordings or images are not considered association records as defined by C.R.S. 38-33.3-317. Images from camera footage will not be posted on Association property or made available to residents in the community in general or the public via the Association's website or other social media, except as may be required by law enforcement personnel in investigation of a crime.

CERTIFICATION: The undersigned, being the President of Copperleaf Homeowners Association, Inc., certifies that the foregoing resolution was approved and adopted by the Board of Directors of the Association at meeting of the Board of Directors of the Association on OCTOBER 10, 2023.

COPPERLEAF HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: 
President

**COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
COLLECTION POLICY AND PROCEDURE**

Effective Date: 8/17/22

This policy is adopted to comply with the terms of the Colorado Common Interest Ownership Act ("CCIOA") which contains provisions that may conflict with the terms of the Association's governing documents. CCIOA and this policy will control over any conflicting provisions in the governing documents.

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

A. Due Dates. The semi-annual installment payments of the annual assessment are due and payable on the 1st day of January and July of each year. Other assessments, fees, or charges are due and payable as set forth in the Association's notice. Payments will be deemed received 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 payment not paid in full when due is past due and delinquent.

B. Late Fee or Charge. A late charge in the amount of \$50.00 will be imposed for any assessment, fine, or other charge not paid within 30 days of 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.

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 rights to use recreational facilities may also be suspended without notice if an assessment or other charge is delinquent as set forth in this policy.

G. Acceleration. Following 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 privilege is otherwise reinstated in the Board's sole discretion.

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, and if the Association has a relevant email address, by email. 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. As required by the governing documents, the Association will also send a copy of the delinquency notice by first-class mail. This satisfies the legal requirement to send notice by a third means. The Association may also choose to contact the Owner as follows
 - i. Text message to a cellular number that the Association has on file that the Owner has provided to the Association; or
 - ii. 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/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 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.

This Collection Policy and Procedure was adopted by the Board of Directors this 19th day of August, 2022.

COPPERLEAF HOMEOWNERS ASSOCIATION, INC,
a Colorado nonprofit corporation

By: 
Its: President

**COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
CONDUCT OF MEETINGS POLICY AND PROCEDURE**

Effective Date: 8/19/22

1. Board Meetings.

A. Members or their representatives may attend all Board meetings, except that Members may be excluded from an executive session. The Board may go into executive session for any purpose allowed by law. Prior to going into executive session, the chair of the meeting will announce the purpose for the executive session.

B. The Board may post notice of upcoming Board meetings on a website or other feasible location within the community.

C. The meeting agenda will be made reasonably available for examination by Association Members or their designated representatives.

D. The rules for Member participation during the meetings are:

i. Each Member who wishes to address the Board 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 will 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.

ii. Each Member who wishes to speak must be recognized by the chair. Once recognized, the Member will state his/her name and address.

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

iv. To facilitate free and open discussion, Members are prohibited from audio or video recording meetings.

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

E. There will be a Members' forum at the beginning of each regular Board meeting. The Members' forum will be for up to 15 minutes, although the Board may extend this time in its discretion. Following the conclusion of the Members' forum, the Board will proceed with the business portion of the meeting.

F. Members who attend may not participate in deliberation or discussion during the business portion of the Board meeting until expressly authorized by the Board.

G. Items will be discussed based on the meeting agenda, provided that items may be taken out of order if deemed advisable. Items not on the agenda may be discussed once all other items have been concluded, time permitting.

H. Any director may make a motion. All motions and the outcome of the vote will be recorded in the minutes. Motions must be seconded to be discussed and voted upon. If any director requests his vote in favor or against or his abstention be recorded in the minutes, the minutes will so reflect.

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

2. Annual Meetings/Special Member Meetings.

A. Notice of a membership meeting will be sent to each Member not less than 10 or more than 50 days prior to the meeting. Notice will also be posted on the community message board at The Arboretum or other conspicuous location within the community to the extent feasible and practicable. If a Member requests notice by email only and provides an email address, notice will be provided by email.

B. Members will sign in prior to the meeting for themselves and for any proxies they hold. If an election or vote is to be held, the Member will be given the appropriate number of ballots. Voting rights of delinquent Members are suspended and Members will not be given a ballot.

C. Secret ballots are required for all director elections, unless the election is conducted by acclamation. Secret ballots may also be required for any other matters if so requested by at least 20% of the Members present in person or by proxy. If secret balloting is not required, the Association may indicate the number of proxies held on the ballot itself.

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

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

F. 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.

G. 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 name and address.

H. 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 will 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 are prohibited from audio or video recording meetings.

I. Members must obey all orders made by the meeting chair, including an order to step down.

J. Any Member who refuses to follow the above rules will be asked to leave the meeting.

K. 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. The determination may be made following consultation with legal counsel.

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

19 This Conduct of Meetings Policy and Procedure was adopted by the Board of Directors on this
day of August, 2022.

COPPERLEAF HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: 
Its. President

**COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
COVENANT AND RULE ENFORCEMENT POLICY AND PROCEDURE**

Effective Date: 8/19/22

This policy is adopted to comply with the terms of the Colorado Common Interest Ownership Act ("CCIOA") which contains provisions that may conflict with the terms of the Association's governing documents. CCIOA and this policy will control over any conflicting provisions in the governing documents.

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 any committee authorized by the Board. 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 fines 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, and by first-class mail. The Association may send additional copies of the notice by 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 mail. The Association may send additional copies of the notice by 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; and/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:

Warning letter with 10 day cure:	No fine
1 st Notice of Violation with 30 day cure:	\$150
2 nd Notice of Violation with 30 day cure:	\$350

A Notice of Violation may be sent for any first violation. Additional or 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.

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 or the Association may impose fines on a weekly basis in the amount of \$100 per week up to a maximum of \$500. 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.

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 paint your house, unsightly yard, unauthorized improvements, parking an unauthorized vehicle in the community on a nightly or other regular basis, etc.

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. Reimbursement Assessment. After notice and an opportunity for a hearing, the Board may levy a Reimbursement Assessment against any Owner and Owner's Lot for those purposes set forth in the Declaration, including, but not limited to reimbursing the Association for costs incurred in bringing an Owner into compliance.

C. Self-help Remedies. After notice and an opportunity for a hearing (except in the case of emergency no notice is required), the Association or its duly authorized agent has the authority to abate or remove any structure, thing, or condition that violates the governing documents as more fully provided in Sections 3.2, 3.11, and 10.8 of the Declaration. All costs of self-help will be assessed against and be a lien on the Owner's Lot.

D. Suspension of Rights to Use the Common Areas. After notice and an opportunity for a hearing, an Owner's right to use the Common Areas may be suspended if the Owner is in violation of the governing documents for up to 60 days; provided suspension is automatic without notice for nonpayment of assessments.

E. Suspension of Right to Vote. After notice and an opportunity for a hearing, an Owner's right to vote may be suspended if the Owner is in violation of the governing documents for up to 60 days; provided suspension is automatic without notice for nonpayment of assessments.

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.

This Covenant and Rule Enforcement Policy and Procedure was adopted by the Board of Directors on this 19th day of August, 2022.

COPPERLEAF HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: 
Its: President

**RESOLUTION OF COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
ADOPTING SIGN, RELIGIOUS SYMBOL, AND FLAG RULES**

Adopted Date: October 12, 2021
Effective Date: October 12, 2021

In compliance with the Colorado Common Interest Ownership Act ("CCIOA"), the Board of Directors of the Copperleaf Homeowners Association, Inc. ("Association") hereby adopts the uniform and systematic rules provided herein to address the display of signs, religious symbols, and flags within the community. These rules supersede and replace any existing policy, design guideline and/or rules concerning these items adopted prior to the Effective Date of these rules.

Sign, Religious Symbol, and Flag Rules

1. **State Law Limitations and Authority.** The Colorado legislature determined that prohibitions with respect to the display of certain signs, religious symbols, and flags on the basis of their subject matter, message, or content within the community are contrary to public policy. (See C.R.S. 38-33.3-106.5.) The legislature also determined that the Association may prohibit signs and flags bearing a commercial message, and may establish reasonable, content-neutral sign and flag regulations based upon the number, placement, size or other objective factors.
2. **Limitation on Existing Covenants.** Based upon the CCIOA prohibitions recited above, the Association will not enforce Section 3.21 of the Declaration except to the extent allowed by law and these rules.

The existing covenants and restrictions in the Declaration state as follows:

Restrictions on Signs and Advertising. No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Community so as to be evident to public view, except: (a) signs as may be approved in writing by the Design Review Committee; and (b) signs, posters, billboards or any other type of advertising device or display erected by or approved by Declarant incidental to the development construction, promotion, marketing, or sales of Units within the Community. A sign advertising a Unit for sale or for lease may be placed on such Unit; provided, however, that standards relating to dimensions, color, style, and location of such sign may be determined from time to time by the Design Review Committee.

3. **Sign and Symbol Rules.** An owner or occupant of a residence may display signs in accordance with the following:
 - A. All signs must be placed within the boundaries of the Unit.
 - B. Any sign located on the common area/common elements may be removed and disposed of without notice.
 - C. All signs and symbols must be maintained in good condition and must be replaced as necessary when damaged, worn, or faded.

D. Non-Commercial Sign Rules:

- (i) Signs may be no larger than 24" by 36" in size.
- (ii) A maximum of one non-commercial sign is permitted to be displayed within the Owner's property at a time.
- (iii) A sign may be displayed within a window inside the residence or in the front yard. Front yard signs must be located within ten feet of the front entry of the residence.
- (iv) Yard signs, in the property of the Owner, may not be permanently affixed to the property fencing, if any.

E. Commercial Sign Rules:

- (i) For Sale/For Rent/Open House Signs
 - (a) One professionally-lettered "For Sale" sign or one professionally-lettered "For Rent" sign may be displayed on the property offered for sale or for rent. A sign may not be more than 24" by 36" in size. "For Sale" signs must be removed not later than the date of closing, and For Rent signs must be removed when the property is leased.
 - (b) One professionally-lettered "Open House" sign not to exceed 24" by 36" in size may be displayed on the property on the day of the open house and must be removed at the end of the day.
- (ii) Security Signs
 - (a) One professionally-lettered security sign not to exceed 100 square inches in size may be displayed on the property, and a reasonable number of professional security decals not larger than eight inches by eight inches may be displayed within windows in a residence.
- (iii) With the exception of the permitted commercial signs noted above, all other trade, marketing, or commercial signs, including but not limited to, landscaping, painting, remodeling, or business advertising, are prohibited.

F. Rules on Religious Items or Symbols

- (i) A "religious item or symbol" means an item or symbol displayed because of a sincerely held religious belief. A religious item or symbol may not contain graphics, language, or any display that is obscene or otherwise illegal.

(ii) A religious item or symbol may be displayed on an entry door or entry door frame of a residence, individually or in combination with other religious items or symbols, as long as they do not cover an area greater than 36 square inches.

4. Flag Rules. An owner or occupant of a residence may display flags in accordance with the following:

- A. All flags must be placed within the boundaries of the Unit.
- B. Any flag located on the common area/common elements, may be removed and disposed of without notice.
- C. All flags and staffs must be maintained in good condition and must be replaced as necessary when damaged, worn, or faded.
- D. Non-Commercial Flag Rules:
 - (i) Flags shall be no larger than 3'x 4'.
 - (ii) A maximum of two non-commercial flags are permitted to be displayed within the Owner's property at a time.
 - (iii) A flag may be displayed within a window inside the residence or from a staff projecting horizontally from a location on the front or back of the residence. No prior approval is required provided that the staff is no longer than 8' in length and does not rise above the level of the bottom sill of the second story windows. Freestanding poles are permitted provided they do not exceed 15' in length and are located within the Unit boundaries within 6' of the front of the residence.
 - (iv) Notwithstanding the above, permitted flags may not be illuminated without prior written approval of the Association. Any request for lighting must detail the type and location of lighting. Lighting shall not be installed so as to disturb other residences.
- E. Commercial Flag Rules:
 - (i) Flags bearing a commercial message, including but not limited to, trade, marketing, landscaping, painting, remodeling, or business advertising are prohibited.

The undersigned certifies that the foregoing Resolution was adopted by the Board at a duly called and held meeting of the Board of Directors on 10/12/21, 2021.

Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation,

By: [Signature]
Its: President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

SUBJECT: Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.

PURPOSE: To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of the Association, and Colorado law.

EFFECTIVE

DATE: October 25, 2012

RESOLUTION: The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:

1. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.
2. Definitions.
 - (a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, 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.
 - (b) "Director" means a member of the Association's Board of Directors.
 - (c) "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 a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.
3. 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 the loan until it is repaid.
4. Disclosure of Conflict. Any conflict of interest on the part of any 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. After disclosure, the Director may participate in the discussion but shall not vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

5. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

- (i) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction.
- (ii) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or
- (iii) The conflicting interest transaction is fair to the Association.

6. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

- (a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.
- (b) No contributions will be made to any political parties or political candidates by the Association.
- (c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other things of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- (d) No Director shall accept a gift or favor made with intent of influencing decision or action on any official matter.
- (e) No Director shall receive any compensation from the Association for acting as a volunteer.
- (f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.
- (g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Association's management company or be in accordance with policy.
- (h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.
- (i) No promise of anything not approved by the Board as a whole can be made by any

- Director to any subcontractor, supplier, or contractor during negotiations.
- (j) Any Director convicted of a felony shall voluntarily resign from his/her position.
 - (k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.
 - (l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.
7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
8. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
10. Amendment. This procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on October 25, 2012 and in witness thereof, the undersigned has subscribed his/her name.

Copperleaf Homeowners Association, Inc.
a Colorado nonprofit corporation

By: 
President

**COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
RECORDS INSPECTION POLICY AND PROCEDURE**

Effective Date: October 12, 2021

1. Availability and Inspection of Records. Any records required to be made available by law will be made reasonably available for inspection and copying by a Member or the Member's authorized agent. "Reasonably available" means available during regular business hours of 9a.m. to 4p.m. 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 will describe the records sought with reasonable particularity.

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

B. At the discretion of the Board 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.

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

D. Records may not be removed from the office in which they are inspected without the Board's express written consent, which consent may be conditioned on receipt of a cash deposit that will be refunded upon return of the records.

2. Association Records. In addition to any records specifically required by law or the Association's Declaration or Bylaws, the Association will maintain the following records, which are the Association's sole records:

A. detailed records of receipts and expenditures affecting the Association's operation and administration;

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. Members' names in a form that permits preparation of a list of names and physical mailing addresses of all Members, showing each Member's number of votes ("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 owner inspection);

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. a list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the association (including those of any management company) in connection with the purchase or sale of a unit and are not paid for through assessments, including transfer fees, record change fees, and the charge for a status letter or statement of assessment due.

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

3. Additional Records/Information. The following additional information as required by C.R.S. § 38-33.3-209.4 will be kept and made available:

A. the name of the Association's designated agent or management company;

B. a valid physical address and telephone number for both the Association and manager or management company;

- C. the name of the common interest community;
- D. the initial date of recording of the Declaration;
- E. the reception number or book and page for the Declaration;
- F. the date on which the fiscal year commences;
- G. the operating budget for the current fiscal year;
- H. a list, by Unit type, of the Association's current assessments (regular and special);
- I. the annual financial statements, including any amounts held in reserve, for the fiscal year immediately preceding the current annual disclosure;
- J. the results of the most recent available financial audit or review, if any; and
- K. a list of all Association insurance policies, including company names, policy limits, policy deductibles, additional named insureds, and expiration dates. The insurance policies themselves will also be kept and made available.

4. Restrictions on Use of Membership List.

- A. No Member may use Association records, or allow Association records to be used, for commercial purposes.
- B. In addition, a Membership list may not be:
 - i. 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;
 - ii. used for any commercial purpose;
 - iii. sold to or purchased by any person;
 - iv. used for any purposes unrelated to the Member's interest as a Member; or
 - v. used for any other purpose prohibited by law.

5. Records That May Be Withheld. 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 the 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 Unit other than the Member's.

If these records are made available for inspection, the procedure set forth in Paragraph 1 applies.

6. Records That Are Not Available. 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. Members' personal identification and account information, including:
 - i. bank account information;
 - ii. telephone numbers;
 - iii. electronic mail addresses;
 - iv. driver's license numbers;
 - v. social security numbers; and
 - vi. vehicle identification information.

Notwithstanding the limitations above, an Owner or resident may provide the Association with prior written consent to the disclosure of, and the Association may publish to other Owners and residents, the person's telephone number, electronic mail address, or both.

7. Creation of Records. Nothing contained in these policies will be construed to require the Association to create records that do not exist or compile records in a particular format or order.

8. 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 commercial purpose.

This Records Inspection Policy and Procedure was adopted by the Board of Directors on this 12th day of October, 2021.

COPPERLEAF HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation,

By: 
Its. President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
REGARDING RESERVE INVESTMENT POLICY**

SUBJECT: Adoption of an Investment Policy for reserves of the Association.

PURPOSE: To adopt a policy for the investment of reserve funds.

AUTHORITY: The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.

EFFECTIVE

DATE: October 25, 2012

RESOLUTION: The Association hereby adopts a Policy as follows:

1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.

2. Purpose of the Reserve Fund. The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.

3. Investment of Reserves. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies:

- (a) Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.
- (b) Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
- (c) Minimal Costs. Investment costs (redemption fees, commissions, and other transactional costs) should be minimized.
- (d) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
- (e) Return. Fund should be invested to seek the highest level of return.

4. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.

5. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a ladder investment approach.
6. Independent Professional Investment Assistance. The Board of Directors of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.
7. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.
8. Standard of Care. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the community.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on October 25, 2012 and in witness thereof, the undersigned has subscribed his/her name.

COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
A Colorado nonprofit corporation

By: 
President

**RESOLUTION
OF
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
REGARDING PROCEDURES FOR ADOPTION OF POLICIES, PROCEDURES,
RULES, REGULATIONS, OR GUIDELINES**

SUBJECT: Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter "Policy" or "Policies") regarding the operation of the Association.

PURPOSE: To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association.

AUTHORITY: The Declaration, Bylaws and Articles of Incorporation of the Association and Colorado law.

**EFFECTIVE
DATE:** January 1, 2006

RESOLUTION: The Association hereby adopts the following procedures to be followed in adopting Policies of the Association:

1. Scope. The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. The Board shall follow the following procedures when adopting any Policy.
2. Drafting Procedure. The Board shall consider the following in drafting the Policy:
 - (a) Whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;
 - (b) The need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue
 - (c) The immediate and long-term impact and implications of the Policy.
3. Adoption Procedure. Upon adoption of a Policy, the Policy or notice of such Policy, including the effective date shall be provided to all Owners by any reasonable method as determined in the sole discretion of the Board.
4. Policy Book. The Board of Directors shall keep copies of any and all adopted Policies in a book designated as a Policy Book.
5. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

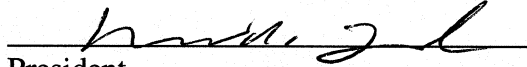
6. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
7. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
8. Amendment. This Procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on 09-26-05 and in witness thereof, the undersigned has subscribed his/her name.

COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
a Colorado nonprofit corporation

By:


President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)**

SUBJECT: Adoption of a procedure regarding alternative dispute resolution.

PURPOSE: To adopt a standard procedure to be followed for alternative dispute resolution.

AUTHORITY: The Declaration, Articles and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: August 11, 2006

RESOLUTION: The Association hereby adopts the following Policy:

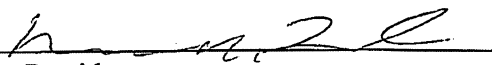
In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in the Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of the Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association on August 11, 2006 and in witness thereof, the undersigned has subscribed his/her name.

Copperleaf Homeowners Association, Inc.
A Colorado non-profit corporation,

By: 
President

**COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
PERSONAL IDENTIFYING INFORMATION POLICY**

Effective Date: January 23, 2019

1. Definitions: For purposes of this policy, personal identifying information (PII) is:

- A. Social security number
- B. Personal identification number
- C. Password
- D. Pass code
- E. Official state or government-issued driver's license or identification card number
- F. Government passport number
- G. Biometric data (defined as unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he accesses an online account)
- H. Employer, student, or military identification number
- I. Financial transaction device (defined by statute as a credit, banking card, debit card, electronic fund transfer card, guaranteed check card or account number representing a financial account or affecting the account holder's financial interest, standing or obligation, that can be used to make financial payment or to obtain cash, property or services.)

2. In the normal course of the Association's business, it may have an individual's PII in its records. The Association recognizes the need to maintain the confidentiality of any PII it may have in its possession and will take reasonable security steps, based on the nature of the PII and the volunteer nature of the Association's operations, to protect any PII from unauthorized access, use, modification, disclosure or destruction. Pursuant to the Association's records inspection policy and Colorado law, such PII is not available for inspection and/or copying by members and will be maintained separately from other Association records.

3. The Association's records, including PII, if any, are maintained by the management company. The management company is expected to follow reasonable security steps to protect any Association member's PII, whether stored electronically or in hard copy, from unauthorized access, use, modification, disclosure or destruction.

4. When the Association has determined that it no longer needs records containing PII, they will be disposed of or destroyed in a manner reasonably designed to make the PII unreadable or indecipherable. Possible methods of disposal or destruction include shredding of any physical files containing PII and using a wipe utility program to securely erase electronic files or otherwise erasing electronic files so that information cannot be read or reconstructed.

5. If the Association becomes aware that PII has been breached, it will promptly investigate the likelihood that PII has been or will be misused. Unless the Association determines that the PII has not been misused and is not reasonably likely to be misused, the Association will provide notice to any affected individuals in accordance with the requirements set forth in C.R.S. Section 6-1-716. If the Association becomes aware that any PII in the management company's possession or control has been breached, it will require the management company to follow any notice requirements set forth in C.R.S. Section 6-1-716. This notice will be sent as soon as is reasonably possible, but no later than 30 days after the determination is made.

This Personal Identifying Information Policy was adopted by the Board of Directors this 23 day of January, 2019

COPPERLEAF HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation,

By: Elizabeth Hubbard
Its: President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
REGARDING PROCEDURE FOR CLAIM SUBMISSIONS TO THE
ASSOCIATION'S INSURANCE CARRIERS**

SUBJECT: Adoption of a procedure for claim submissions to the Association's insurance carriers.

PURPOSE: To adopt a policy regarding the procedure for claim submissions to the Association's insurance carrier. To adopt a standard procedure to be followed when a claim is submitted to the Association's insurance carrier.

AUTHORITY: The Declaration, Articles of Incorporation of the Association and Bylaws of the Association and Colorado law.

EFFECTIVE

DATE: January 14, 2006
As Revised June 26, 2006

RESOLUTION: The Association hereby adopts the following procedures regarding the conduct of meetings:

The following resolution has been adopted by the Copperleaf Homeowners Association, Inc. (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

RECITALS

WHEREAS, Colorado law allows the Association to establish a procedure for claim submissions to the Association's insurance carrier.

NOW THEREFORE, the Board of Directors does hereby adopt the following policies and procedures for the submission of claims to the Association's insurance carrier.

1. Claims on Behalf of Owners. If an occurrence is made known to an Owner that results in damages or injury to an Owner or an Owner's Unit which may come within the Association's coverage as required in the Declaration or under Colorado law, the following procedures should be followed by the Owner:
 - (a) The Owner(s) shall first promptly notify his/her personal insurance carrier of the damage.
 - (b) In the event the Owner determines it is in the Owner's best interests to submit a claim under the Owner's insurance policies, the Owner shall follow the procedures set out in those insurance policies describing the insured's duties in the event of an

occurrence, claim or suit.

- (c) The Association may require the Owner to provide copies of the claim the Owner may make to his/her own carrier, as well as copies of the adjustment or determination of that carrier as a condition before the Owner makes any claim on any of the Association's policies.
- (d) In the event the subject matter of the claim may fall within the Association's insurance responsibilities under the Declaration or Colorado law, the Owner shall promptly notify the Association of the damage by providing written notice to the Board or Managing Agent setting forth the following:
 - Owner's home address, phone number and Unit address, if different;
 - The time, place and circumstances of the event;
 - Identification of damaged property;
 - The names and addresses of the injured and witnesses, if applicable; and
 - Photographs, if applicable.
- (e) The Board shall then make a determination as to whether the occurrence or claim consists of damages for which the Owner or the Association is responsible for insuring under the Declaration. The Association shall so notify the Owner in writing of its determination within fifteen (15) days of written notification of the damage to the Association.
- (f) If the Board determines, in its sole discretion, that the subject matter of the claim is within the Association's insurance obligations, the Board shall submit a claim to the Association's insurance carrier on behalf of the Owner in accordance with the requirements of the insurance policy. In that event, an Owner may not submit a claim to the Association's insurance carrier.

2. Property and General Liability Claims of the Association. The following procedures shall be followed by the Board for property and general liability claims of the Association:

- (a) The Board shall consult with its insurance agent to determine (1) whether there is coverage for the claim; and (2) if coverage exists, whether to submit a claim under its policies.
- (c) In the event the Board determines it is not in the best interests of the Association to submit a claim under its policies, the Association shall still be obligated to complete repair of the damages to property, as if a claim had been made.

3. Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association's insurance policy or not, payment of the deductible amount for claims the Association is responsible for insuring, shall be as follows:

(a) **Common Elements.**

The Association shall pay or absorb the deductible for any work, repairs, or reconstruction for damage to Common Elements or for damages to Units that would be the maintenance responsibility of the Association in the absence of insurance, unless said damage is caused by the negligent or willful act or omission of an Owner, his family, guests, or invitees, in which case the Association may seek reimbursement of the deductible amount from such Owner as an assessment under the Declaration, after providing such Owner notice and an opportunity for a hearing.

(b) **Units.**

The Owner shall pay or absorb the deductible for any work, repairs, reconstruction or replacement for damage to a Unit that would be the Owner's maintenance responsibility in the absence of insurance, unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case, the negligent party shall be responsible for the deductible. The Association shall provide the Owner notice and an opportunity for a hearing prior to allocating any deductible to that Owner as a result of that Owner's negligence.

(c) **Multiple Units or Unit and Common Elements.**

If a claim covers damage to more than one Unit or to portions of a Unit and Common Elements that are the maintenance responsibility of both the Owner and the Association, the deductible shall be allocated between Owners or between the Association and the Owner(s) in the same proportion as that portion of the claim which would be their maintenance responsibility in the absence of insurance bears to the total insurance paid for the occurrence as determined by the Board of Directors, unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case, the negligent party shall be responsible for the deductible.

4. Responsibility for Owner's Actions. In all cases where damage is caused to Common Elements by the negligent or willful act or omission of an Owner, his family, guests, or invitees, as determined by the Board of Directors in its sole discretion, the Association may seek reimbursement of any such damages which are not recovered from insurance proceeds, including not only the deductible amounts under the Association's insurance policies, but any amount of such damages not otherwise recovered and for which the Association may be held responsible under its governing documents. Such amounts shall be collected in the same manner as assessments.
5. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
6. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

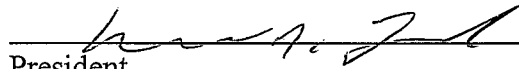
7. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
8. Amendment. This procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on July 26, 2006 and in witness thereof, the undersigned has subscribed his/her name.

Copperleaf Homeowners Association, Inc.
a Colorado nonprofit corporation

By:



President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
REGARDING DOCUMENT RETENTION AND DESTRUCTION**

SUBJECT: Document retention and destruction.

PURPOSE: To adopt a policy regarding document retention and destruction.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of the Association, and Colorado law.

EFFECTIVE DATE: October 25, 2012

RESOLUTION: The following resolution has been adopted by the Association pursuant to Colorado law, the Declaration of Covenants and Conditions for Copperleaf Homeowners Association and the Bylaws of the Association at a regular meeting of the Board of Directors.

SECTION 1
Introduction

- 1.1 Scope. This Document Retention and Destruction Policy applies to the Copperleaf Homeowners Association, Inc. (hereinafter the "Association"), the Association Manager, and the Association's Board of Directors.

The documents maintained by the Association's legal counsel are not subject to this Document Retention and Destruction Policy.

- 1.2 Purpose. This Document Retention and Destruction Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's Documents (the "Documents"). This Document Retention and Destruction Policy is necessary to ensure that the Association conducts itself in a cost-effective manner while also adhering to legal and business requirements.

- 1.3 Policy.

A. It is the Association's policy to maintain complete and accurate Documents. Documents are to be retained for the period of their immediate use unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Document Retention and Destruction Policy.

B. Documents that are no longer required or have satisfied their recommended period of retention are to be destroyed in an appropriate manner at the discretion of the Association Board and Manager..

C. The Association Manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention and Destruction Policy.

- 1.4 Compliance. This Document Retention and Destruction Policy is not intended to be all inclusive, and accordingly must be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state, and local statutes and regulations (none of which explicitly address the Association), and industry custom and practice.
- 1.5 Board Members. The Association does not require Board Members to maintain any Documents. Board members in their discretion may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board Members receive Documents relating to the Association, Board Members shall send the originals of such Documents to the Association Manager to be maintained in the Official Files. Documents created by Board Members for their own use as a member of the Board of Directors, including but not limited to notes, drafts, emails, summaries, etc. are not Documents of the Association and should be destroyed by the Board Member once an Association Document is produced or within six months of creation, whichever is sooner, unless otherwise provided herein. Email discussions among Board members shall be copied to and saved by the Association's manager pursuant to this policy. No Board Member shall disclose or provide any Document to any Owner outside of the Board of Directors. Directors shall direct Owners to make a formal request to the Association pursuant to its inspection of records policy.
- 1.6 Destruction Procedure. All documents to be purged or destroyed pursuant to this Document Retention and Destruction Policy shall be shredded, or permanently deleted electronically, if stored in an electronic format.
- 1.7 Miscellaneous. There may be an immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.
- 1.8 Onset of Litigation. At such time as the Board or the Association has been served with a lawsuit, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved notwithstanding anything in this policy to the contrary.

Therefore, at the discretion of legal counsel the Association Manager will advise the Board Members, and any other person who may maintain Association Documents, of the facts

relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed “held” until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation the “hold” period will cease and the time periods provided in the Document Retention and Destruction Guidelines will recommence.

SECTION 2

Definitions

- 2.1 Current. Current means the calendar year in which the Document was created, obtained or received.
- 2.2 Document. Document means any documentary material that is generated or received by the Association in connection with transacting its business, is related to the Association’s legal obligations, and is retained for any period of time. The term “Document” includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM. The Documents, as defined in this policy, may encompass more records than those which are available for inspection by Owners pursuant to the Association’s Inspection of Records Policy. Not all Documents may be records of the Association as that term is defined in the Inspection of Records Policy and Colorado law, and therefore may not be subject to inspection by Owners.
- 2.3 Association Manager. Association Manager means the Manager of the Association.
- 2.4 Official Files. “Official Files” means the files maintained by the Association Manager of the Association.

Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association’s legal counsel are not part of the “Official Files” of the Association.

- 2.5 Permanent. Permanent means that the retention period for that Document is permanent.
- 2.6 Termination. “Term + 4 years” means four years beyond the termination of the relationship, contract or coverage.

SECTION 3

Document Retention and Destruction Guidelines

The Association’s Documents are grouped into five functional categories as set forth below. Although every conceivable Document is not listed, the following list should indicate to which subcategory a particular Document relates.

1.	<u>Accounting Records</u>	<u>Retention Period</u>
	Accounts Payable	7 years
	Accounts Receivable	7 years
	Audit Reports	Permanent
	Chart of Accounts	Permanent
	Depreciation Schedules	Permanent
	Expense Records	7 years
	Financial Statements (Annual)	Permanent
	Fixed Asset Purchases	Permanent
	General Ledger	Permanent
	Inventory Records	7 years
	Loan Payment Schedule	7 years
	Federal and State Tax Returns	Permanent
2.	<u>Bank/Financial Records</u>	<u>Retention Period</u>
	Bank reconciliation	2 years
	Bank Statements	7 years
	Deposit Tickets	7 years
	Cancelled Checks	7 years
	Cash Receipts and Cash Disbursement Journals	7 years
	Owner Ledgers	While Owner owns a home in the Community + 7 years
	Electronic Payment Records	7 years
	Audit Reports	Permanent
	Personal Property Tax Returns	Permanent
	Budgets	1 year
	Reserve Study	Retain current plan at all times
3.	<u>Corporate Records</u>	<u>Retention Period</u>
	Board Minutes	Permanent
	Committee Minutes	Permanent
	Member Meeting Minutes	Permanent
	Bylaws, Articles and CC&R's	Permanent
	Rules and Regulations	Permanent
	Policies and Guidelines	Permanent
	Records of actions of the Board of Directors or Members without a Meeting (for example, records of decisions made by the Board via e-mail)	Permanent
	E-mail communications among Board members directly related to and resulting in a decision made by the Board outside of a meeting	1 year

	General e-mail discussions among the Board which do not result in any decision being made outside of a meeting	6 months
	Record of Waivers of Notices of Meetings of	Permanent
	Members, Board of Directors or Committees	Permanent
	Board Resolutions	Permanent
	Business Licenses	Permanent
	Contracts	Life + 7 years or warranty period if longer
	Correspondence from Legal Counsel	Permanent
	Insurance Policies	Life + 4 years
	Leases/Mortgages	Permanent
	Patents/Trademarks	Permanent
	Bids, Proposals	Permanent
	Homeowner Records	Permanent
	Vendor Invoices	7 years
	Written Correspondence between Association	7 years
	And Vendors	7 years
	Photographs	1 year
	Periodic Reports Filed with Secretary of State	Until minutes approved
	Videotapes and Audiotapes of Board Meetings	One year after the election,
	Proxies and Ballots (generally unless otherwise	or vote to which they relate
	provided herein)	Permanent
	Proxies and Ballots for Document Amendments	Permanent
	Deeds, Easements and Other Real Personal Property	
4.	<u>Employee Records, if any</u>	<u>Retention Period</u>
	Benefit Plans	Permanent
	Personnel Files	7 years
	Employment Applications	3 years
	Employment Taxes	7 years
	Payroll Records	7 years
	Pension/Profit Sharing Plans	Permanent
5.	<u>Real Estate Records</u>	<u>Retention Period</u>
	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Lease Payment Records	Life + 4 years
	Real Estate Purchases	Permanent
6.	<u>Owner Communications</u>	<u>Retention Period</u>
	Written Communications to all Owners	6 years
	(including meeting or other notices	
	sent via e-mail, facsimile and regular mail	

7.	<u>Individual Member Files</u>	<u>Retention Period</u>
	Correspondence to Members individually (not including enforcement letters)	As long as Member owns + 4 years
	Enforcement Letters (including covenant Violation letters and violation letters and Delinquency letters)	As long as Member owns + 4 years
	Owner Complaints (written)	As long as Member owns + 4 years
	Architectural requests and any responses from the Association regarding Requests	Permanent
	Any Correspondence between Association and Members not otherwise listed	As long as Member owns + 4 years
8.	<u>Miscellaneous</u>	<u>Retention Period</u>
	Miscellaneous Documents (not otherwise listed herein)	At Board's discretion

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors of the Association on October 25, 2012 and in witness thereof, the undersigned has subscribed his/her name.

Copperleaf Homeowners Association, Inc.
a Colorado nonprofit corporation

By: 
President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
REGARDING PROCEDURES FOR COOPERATING WITH SELLERS IN THE
DISCLOSURE OF CERTAIN INFORMATION**

- SUBJECT:** Adoption of a procedure for cooperating with sellers in the disclosure of certain information.
- PURPOSE:** To adopt a standard procedure to use for cooperating with sellers in the disclosure of certain information.
- AUTHORITY:** The Declaration, Bylaws, Articles of Incorporation of the Association, and Colorado law.
- EFFECTIVE DATE:** January 14, 2006
As Revised June 26, 2006
- RESOLUTION:** The Association hereby adopts the following procedures to be followed in cooperating with sellers in the disclosure of certain information.

The following resolution has been adopted by the Copperleaf Homeowners Association, Inc. (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

RECITALS

WHEREAS, Colorado law requires the Association, when requested by a seller of a property in the Community to use its best efforts to help collect any documents that are within its control.

NOW THEREFORE, BE IT RESOLVED the Board of Directors does hereby adopt the following policies and procedures to facilitate the access of documents within its control by sellers.

1. When requested by a seller, the Association shall provide the documents the seller is required to disclose to the buyer that are within the Association's control. Therefore, the Association will make the documents listed below available as a "Seller's Disclosure Package."
 - (a) The Declaration/covenants, bylaws and rules of the community;
 - (b) Any party wall agreements;
 - (c) Minutes of the most recent annual Unit Owners' meeting and of any board meetings held within the six months preceding the request;
 - (d) The Association's current operating budget;
 - (e) The Association's current annual income and expenditures statement;
 - (f) The Association's current annual balance sheet; and

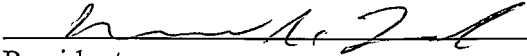
If authorized by the seller, the Association shall provide the Seller's Disclosure Package directly to the buyer upon payment to the Association of the usual fee charged by the Association to a seller for the Seller's Disclosure Package.

2. Sellers may obtain the disclosure package on the Association's website or by providing a written request to the Association's management company at least five days before the documents are needed. The request shall indicate where the documents are to be sent and include a check for \$100.00 or indicate that the fee of \$100.00 may be billed to the Owner's account. In the event five days notice is not given, the Association shall attempt to satisfy the request but in the event it fails to do so, it will be deemed to have used its best efforts.
3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
5. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
6. Amendment. This procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on June 26, 2006 and in witness thereof, the undersigned has subscribed his/her name.

Copperleaf Homeowners Association, Inc.
a Colorado nonprofit corporation

By: 
President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICY FOR COPPERLEAF FILING NO. 2
PARCEL B (LINDEN NEIGHBORHOOD)
PREMIUM ASSESSMENTS**

SUBJECT: Adoption of a policy for premium Assessments for Copperleaf Filing No. 2, Parcel B Linden Neighborhood, (herein referred to as "Linden Neighborhood"), to cover additional costs regarding Private Roads, reserve fund contributions and snow removal on Private Roads.

PURPOSE: To adopt a policy regarding application of premium Assessments in the Linden Neighborhood to cover the additional costs of Private Roads, reserve fund contributions and snow removal for Private Roads within the neighborhood.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of the Association, and Colorado law.

EFFECTIVE

DATE: May 1, 2009

RESOLUTION: The Association hereby adopts the following policy and procedure:

1. Premium Assessments

The Copperleaf Homeowners Association, Inc. ("Association") shall collect additional premium Assessments from the Owners of Lots within the Linden Neighborhood to fund the additional services associated with the Private Roads in the Linden Neighborhood. The collection of said premium Assessments shall commence the month immediately following initial acceptance on those private roads within any Tracts, or portions of Tracts, initially accepted by the Association.

The components of the additional premium Assessments shall include, but not be limited to, the following:

- Additional reserves as defined below;
- Additional snow removal for Private Roads;
- Additional costs including:
 - (a) Insurance
 - (b) Management fees related to private improvements
 - (c) Additional taxes or fees including SEMSWA (Southeast Metro Stormwater Authority) fees.

The additional premium Assessment shall be determined on an annual basis in accordance to the approved and recorded Declaration of Covenants, Conditions and Restrictions for Copperleaf. For the calendar year of 2009, Meritage Homes of Colorado, Inc. ("Meritage Homes"), or third party purchasers of homes from Meritage Homes, will pay the premium Assessment on their nineteen (19) Lots owned, effective July 1, 2009.

The premium Assessments for 2009, payable July 1, 2009, for the lots owned by Meritage Homes will be \$90.00 per lot. The 2010 premium Assessment for the lots in Parcel B is \$180.00 per lot for the entire year. The actual 2010 Assessment was determined at the time of 2010 budget preparation and adoption.

2. Parcel B Linden Neighborhood

The Linden Neighborhood is defined as follows:

Lots 1 - 79, inclusive, Block 18

Lots 1 - 24, inclusive, Block 19 and

Lots 1 - 43, inclusive, Block 20, for a total of 146 lots.

3. Snow Removal Policy

The Copperleaf Homeowners Association Board of Directors shall direct, on an annual basis, the management company to provide or not provide snow removal within the Association Tracts of Copperleaf Subdivision commonly known as the Linden Neighborhood (Blocks 18, 19 and 20) of Copperleaf Filing No. 2. The cost of any such snow removal shall be allocated solely to the Lots within the Linden Neighborhood (146 lots).

Snow removal will not be provided by the Copperleaf Homeowners Association in 2009 per agreement with Meritage Homes. Snow removal, if any, in 2009 will be provided by Meritage Homes at Meritage Homes' sole cost and expense.

Snow removal is NOT provided on any private Lot, including associated driveways and sidewalks. Driveways and sidewalks are the responsibility of the individual Lot Owner.

Snow removal on sidewalks adjacent to Tracts B-6, B-7, B-15 and B-21 is the responsibility of the Association, beginning in 2010. Any snow removal provided on these Tracts shall be paid from existing Association Assessments and not from this premium Assessment.

Snow disposal sites shall include all concrete pads generally located at the end of most Private Roads, see snow removal plan attached.

Snow removal on public streets shall not be the responsibility of either Meritage Homes nor the Copperleaf Homeowners Association, Inc. South Picadilly Court and East Layton Drive are public streets and snow removal on public streets shall be provided, if any, by Arapahoe County.

Commencing in 2010, the Copperleaf Homeowners Association, Inc. shall provide limited snow removal for the Linden Neighborhood within the Association Tracts and **ONLY ON THOSE PRIVATE STREETS THAT MEET ALL OF THE FOLLOWING CRITERIA:**

- (a) Only for Tracts B-2, B-3, B-4, B-5, B-8, B-9, B-10, B-11, B-12, B-13, B-16, B-17, B-18, and B-19;
- (b) Only for those Tracts or portions of Tracts that have been initially accepted by the Copperleaf Homeowners Association, Inc.;
- (c) Only for those Tracts that have occupied homes and only to the extent that said snow removal provides access to each driveway;
- (d) Snow removal is not provided for construction access;
- (e) Snow removal will be provided in accordance to Arapahoe County published requirements or as may be directed by the Copperleaf Board of Directors through the management company;
- (f) Snow removal will generally not be provided for snow events less than 12 inches in uniform depth;
- (g) Parking shall not be permitted on Private Roads during snow events. Residents shall ensure that all obstructions to snow removal including vehicles, trash containers and toys, including basketball devices, are removed from the Private Roads prior to snow events. The snow removal contractor shall use his judgment in snow removal if the Private Road is blocked or partially blocked and may not complete any snow removal operation if said Private Road is blocked or partially blocked.
- (h) Depending on the depth of snow accumulation, the width of snow removal may not be the full width of the Private Road and may be limited to one "snow plow pass."

4. Accounting of Snow Removal Costs

For calendar years 2010 and later, the management company shall segregate all costs for snow removal for the Linden Neighborhood. If the collected sums for snow removal from the premium Assessments exceed the actual snow removal costs, excess funds shall be carried forward to apply to the following year's Premium Assessment. If the collected sums for snow removal from the premium Assessments are less than the actual snow removal costs, the Association shall advance monies, if available, for said snow removal expenses. Any advances shall be added to the following year's snow removal budget for the Linden Neighborhood and reimbursed to the Association.

5. Additional Reserve Contributions

The Copperleaf Board of Directors shall direct the management company to prepare, collect and manage additional reserves for the Association street Tracts at the Linden Neighborhood. Said reserves will be included in future Copperleaf reserve studies and shall be attributed only to the Linden Neighborhood.

The components of the additional reserve contributions shall include, but not be limited to, the following:

1. Asphalt Seal Coating
2. Asphalt Mill and Overlay
3. Asphalt Replacement
4. Asphalt Crack Seal
5. Concrete Replacement of Pads
6. Concrete Replacement of Private Curb, Gutter and Sidewalk
7. Asphalt Re-stripping

6. Association Map

The management company shall have a map of all Association owned or managed property prepared upon which all Common Areas and limited Common Areas shall be defined and cost allocations defined and documented.

7. Policy Distribution

The Association shall publish these policies and map as described above, and as may be amended from time to time, as part of the Association web site.

8. Creation of Records

Nothing contained in the Policy shall be construed to nor require the Association to create records that do not exist or compile records in a particular format or order.

9. Definitions

Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

10. Supplement to Law

The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the project.

2. Deviations

The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

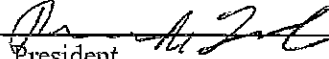
3. Amendment

This procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on December 29, 2009 and in witness thereof, the undersigned has subscribed his/her name.

Copperleaf Homeowners Association, Inc.
a Colorado nonprofit corporation

By: _____
President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL REVIEW PROCEDURES WITH APPROVED BUILDERS**

SUBJECT: Adoption of a procedure regarding Architectural Review Requirements with Approved Builders.

PURPOSE: To adopt a standard procedure to be followed for Architectural Review with Approved Builders.

AUTHORITY: The Declaration, Articles and Bylaws of the Association and Colorado law.

**EFFECTIVE
DATE:** July 16, 2014

RESOLUTION: The Association hereby adopts the following Policy:

The Association's managing agent, at the request of the Declarant, shall review the first set of plans from each Approved Builder in each Filing at no charge. A fee of \$150.00 per plan shall be paid by the Approved Builder for review of any new plans or revised plans. The Association's managing agent shall be reimbursed by the Association for this review in accordance to their contract terms.

The Association's managing agent, at the request of the Declarant, shall conduct site inspections monthly or more frequently if needed, to determine Approved Builder compliance with the approved plans.

Violations or unapproved alternations to the approved plans by the Approved Builder shall result in the Approved Builder being given one notice to correct the violation. Repeat offenses or failure to correct the original non-conformance with architectural requirements shall be charged an hourly rate of \$100.00 until resolution is achieved.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of the Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association on October 20, 2014 and in witness thereof, the undersigned has subscribed his/her name.

Copperleaf Homeowners Association, Inc.
A Colorado non-profit corporation,

By: 
President

**RESOLUTION
OF THE
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.
ADOPTING PROCEDURES FOR THE ACCEPTANCE OF UNDERDRAIN
FACILITIES TO BENEFIT THE MEMBERSHIP OF THE COPPERLEAF
HOMEOWNERS ASSOCIATION**

SUBJECT: Adoption of a policy and procedures regarding acceptance of underdrain facilities from Builders

PURPOSE: To facilitate the timely and efficient acceptance of underdrain facilities that serve the membership of the Copperleaf Community.

AUTHORITY: The Declaration (including but not limited to Section 8.29), Bylaws, Articles of Incorporation of the Association, and Colorado law.

EFFECTIVE

DATE: January 1, 2016

RESOLUTION: The Association hereby adopts the following procedures regarding the acceptance of underdrain facilities:

1. **Authority to review and accept certain underdrain facilities**

Section 8.29. Power to Maintain Drainage and Underdrain Systems. Declarant and/or Approved Builder has installed a storm water drainage system within or outside of the Community and within the boundaries of some Units (which system may include storm drainage facilities, underdrain system, outlet structures, pipes, drainage facilities, detention ponds, and other drainage, sewer, and storm facilities) for the benefit of the Community, the Association, and Unit Owners (collectively "Drainage System"). Declarant and/or Approved Builder shall have the right either on its behalf or on behalf of the Association, to enter into agreements with any city, county, special district, state or any other public or quasi-public entity or agency or other homeowners associations regarding the installation, use, maintenance and replacement of the Drainage System. The Association shall have the power and authority to: (a) assume from Declarant or Approved Builders all of Declarant's or Approved Builders' right, title and interest in and to the Drainage System upon receipt of documentation indicating, in the Association's discretion, that the Drainage System has been constructed in compliance with applicable governmental requirements, industry standards and manufacturer requirements and is in good repair and working order; (b) to the extent that any agreement imposes on Declarant any continuing maintenance, repair or replacement obligations or liabilities (the "Ongoing Liabilities"), assume from, and indemnify Declarant and Approved Builder(s), or any of its successors, assigns, agents, directors, officers, shareholders or partners (as applicable) against, any claims, liabilities, obligations, losses, damages, costs or expenses, including attorneys' fees, that may be asserted against Declarant and that arise from or are related to the Ongoing

Liabilities and that arise after the date of such assumption by the Association; and (c) maintain, repair or replace portions of any underdrain system installed by the Declarant or Approved Builder within the boundaries of the Community as may be required to continue its intended function.

2. **Description of Underdrain Facilities:** The underdrain to be conveyed to Association shall be the "mainline" underdrain facility normally constructed under and/or in alignment with the mainline sanitary sewer facility located in public streets and private/public tracts. The underdrain mainline to be conveyed specifically does not include any underdrain laterals including any "wyes" or "tees" from the underdrain mainline to the individual home or any other structures. Additionally, the acceptance shall not include any facilities that "drain" to the underdrain from "non-membership" areas unless a separate written Agreement between the Association and the "non-membership" area has been prepared and approved and said Agreement recorded on the "non-membership" area.

Requests for Initial Acceptance shall normally be made on a phase by phase basis in accordance with the phases defined in the approved plans for East Cherry Creek Valley Water and Sanitation District improvements (per the approved water and sanitary sewer plans).

3. **Acceptance Process:** Upon completion of the underdrain mainline the Builder shall request in writing Initial Acceptance by the Association of the underdrain mainline in accordance with this resolution and provide all required documentation outlined herein. The Association (or its consultants) will review the provided documentation and perform a field review (weather conditions permitting) in a timely manner.

4. **Review Fee:** The Association requires a review fee deposit of \$ 1000.00 to be submitted with the request for Initial Acceptance. The Association will review the documents and/or retain a consultant to review the provided documentation. Invoices will be provided to provide backup for any costs incurred by the Association. The costs of said review will be deducted from this deposit. Any remaining funds shall be returned to the Builder within 30 days of the granting of the Initial Acceptance for the underdrain mainline. If the deposit made at the time of initial request is insufficient to cover the Associations review costs, the Association will request additional funds be deposited with the Association prior to the Association completing the Initial Acceptance documentation review.

5. **Documentation:** The following required documentation shall be provided to the Association by the Builder prior to initial acceptance of said facilities by the Association:

a. Underdrain asbuilts: Builder to provide the Association with a set of approved construction plans (hard copy and in pdf format) showing all constructed underdrain facilities, underdrain details and outlet facilities highlighted in yellow.

b. Letter from the Builder stating that all underdrain facilities have been constructed in general conformance with the approved construction plans

c. Statement from the Builder's surveyor that all underdrain facilities were staked in general conformance with the approved construction plans

- d. Letter from the Builder that all homes have (have not, or specific homes that have or have not) been connected to the underdrain facility
- e. Quit Claim or Bill of Sale from the Builder to the Association for the underdrain mainline
- f. Video survey recording in a DVD or equivalent format with accompanying written report by the videographer/civil engineering consultant that all underdrain facilities have been cleaned (to the outlet point or where the mainline daylights) prior to the video recording being made and that a review of the video indicates that:
 - i. The underdrain mainline is generally clean and unblocked the entire length to the outlet point or where the mainline daylights
 - ii. The underdrain mainline appears to be structurally sound and that no cracks, depressions, debris, roots, concrete, etc. were observed within the underdrain mainline.
- g. Photographs (digital format required) of the outlet(s) of the underdrain mainline with the date of the photograph.
- h. Drawing showing location of underdrain mainline outlet (this can be located on the construction plans) with dimensions to a known physical marker or structure.
- i. Copy of the initial acceptance letter from East Cherry Creek Valley Water and Sanitation District for the completed water and sanitary sewer facilities located within the respective underdrain construction phase.

6. **Warranty** The Builder shall warrant the underdrain mainline to be free from all construction defects for a time period of at least one year after receipt of the Initial Acceptance letter from the Association.

7. **Final Acceptance:** No sooner than 9 months after the granting of the Initial Acceptance of the underdrain mainline by the Association the Builder may request Final Acceptance of the underdrain mainline. Final Acceptance will not be granted until the streets and landscaping "above" the underdrain mainline are complete AND the streets "above" the underdrain mainline have been given initial/probationary acceptance by Arapahoe County in accordance with the approved Subdivision Improvement Agreement. Final Acceptance will not be effective sooner than one year after the date of Initial Acceptance. The Association shall review the following prior to granting Final Acceptance of the underdrain mainline:

- a. Outlet facilities operational
- b. Verification that water exiting the underdrain is generally clean and not carrying any appreciable silt or dirt.

The Association may require additional video inspection if during the time period between the Initial Acceptance and the request for Final Acceptance there is evidence of damage or siltation of the underdrain facilities. If remediation is required by the Association, then the Builder shall

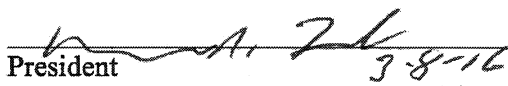
make all underdrain corrective actions, at their cost, as required by the Association to bring the underdrain facilities into working order and compliance with the approved construction plans.

8. **Maintenance:** The Association shall be responsible for maintenance of the underdrain mainline after Initial Acceptance has been granted to the Builder.
9. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. **Supplement to Law.** The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
11. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. **Amendment.** This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Copperleaf Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held special meeting of the Board of Directors on January ____, 2016 and in witness thereof, the undersigned has subscribed his/her name.

Copperleaf Homeowners Association, Inc.
a Colorado nonprofit corporation

By: 
President