

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICIES/PROCEDURES

SUBJECT: ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES

PURPOSE: To adopt a procedure to be followed for adoption and amendment of policies, procedures and rules.

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

EFFECTIVE DATE: August 1, 2015

RESOLUTION: The Association hereby adopts the following policy/procedure to be followed for adoption and amendment of policies, procedures and rules.

1. Scope. The following procedures shall apply to adoption and amendment of policies, procedures and rules.
2. Specifics. The Board of Directors may adopt and amend from time to time, policies, procedures, rules and regulations governing the Association and the Common Areas. Prior to adopting or amending policies, procedures, rules or regulations, the Board will consider (i) the need for the policies, procedures, rules or regulations, (ii) the prior history of policies, procedures, rules or regulations, and (iii) the impact on the community of the policies, procedures, rules or regulations. Additionally, the Board will verify the authority to adopt or amend such policies, procedures, rules or regulations.

Proposed adoption and amendment of policies, procedures and rules will be published in advance in the applicable meeting agenda and owners will have opportunity to comment in accordance with the Association's Policy regarding Meetings. Once adopted, copies of new or amended policies, procedures, rules or regulations, including the effect date, will be sent to all owners via first class U.S. mail in a timely manner. Copies of all policies, procedures, rules and regulations will be made available at the Association's principal place of business in accordance with the Association's Policy regarding Examination and Copying of Association Records.

3. Definitions. Unless otherwise defined in the Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. 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 laws of the State of Colorado governing the Association.
5. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion it is reasonable under the circumstances.
6. Amendment. This Policy/Procedure 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 held on _____ and in witness thereof, the undersigned has subscribed his/her name.

BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS

SUBJECT: ADOPTION OF A POLICY AND PROCEDURE REGARDING THE COLLECTION OF UNPAID ASSESSMENTS

PURPOSE: To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

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

EFFECTIVE DATE: August 1, 2015

RESOLUTION: The Association hereby adopts the following policy:

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters. The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. Due Dates. The annual assessment as determined by the Board of Directors and as allowed for in the Declaration shall be due and payable by January 31st of each year. Assessments or other charges not paid in full to the Association within 15 days of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 15 days of the due date may incur late fees as provided below. In the event the annual assessment is not paid within 15 days of the due date, the Association may impose interest from the due date until payment as provided herein. In the event notice of acceleration is given to delinquent owner(s), the owner(s) of the lot may also be charged any costs incurred by the Association in giving notice of such acceleration.
2. Receipt Date. The Association shall post payments on the day that the payment is received in the Association's office if it is being considered delinquent, otherwise payments shall be posted no less than on a weekly basis.
3. Late Charges on Delinquent Accounts. The Association may impose a \$30.00 late charge for each owner who fails to timely pay their annual assessment within 15 days of the due date. This late charge shall be a "common expense" for each delinquent owner. The Association may impose interest from the date due at the rate of 21% per annum on the amount owed for each owner who fails to timely pay their annual assessment within 30 days of the due date.
4. Personal Obligation for Late Charges. The late charge shall be the personal obligation of the owner(s) of the lot for which such assessment is unpaid. All late charges shall be due immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.

5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a \$20.00 fee or other amount deemed appropriate by the Board of Directors shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately upon demand.

Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the lot for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above.

If two or more of an owner's checks are returned unpaid by the bank within any calendar year, the Association may require that all of the owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an owner. Any returned check shall cause an account to be past due if full payment of the annual assessment is not timely made within 15 days of the due date.

6. Service Fees. In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the owner as such fee would not be incurred but for the delinquency of the owner.
7. Payment Plan. Any owner who becomes delinquent in payment of assessments after January 1, 2014 and whose account is not currently with the Association's attorney or a collection agency for collection action on January 1, 2014, may enter into a payment plan with the Association, which plan shall be for a minimum term of 6 months or such other term as may be approved by the Board of Directors. Such payment plan shall be offered to each owner prior to the Association referring any account to an attorney or collection agency for collection action. In the event the owner defaults or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing assessments of the Association, the Association may, without additional notice, refer the delinquent account to any attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency. (See HB 1276).
8. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

9. Application of Payments. All sums collected on a delinquent account that has been turned over to the Association's attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any owner or the owner's property (herein collectively "owner"), shall be applied in the following manner: first to the payment of any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such owner.

10. Collection Process.

- a. After the annual assessment or other charges due to the Association become more than 30 days delinquent, the Treasurer shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. The total amount due to the Association along with an accounting of how the total amount was determined.
 - i. Whether the owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
 - ii. A name and contact information for an individual the owner may contact to request a copy of the owner's ledger in order to verify the amount of the debt.
 - iii. A statement indicating that action is required to cure the delinquency and that failure to do so within 30 days may result in the owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the owner, appointment of a receiver, the filing and foreclosure of a lien against the owner's property, or other remedies available under Colorado law including revoking the owner's right to vote if permitted in the Bylaws or Declaration.
- b. After an annual assessment payment or other charge due to the Association becomes more than 60 days delinquent, the Treasurer shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment.
- c. After an annual assessment payment or other charge due to the Association becomes more than 90 days delinquent, the Treasurer shall file a lien and turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorney shall send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association's attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.
- d. In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

11. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.
12. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of annual assessments and other charges.

Due date (date payment is due) – January 31st of each year for Annual Assessments.

Due date (date payment is due)- March 1 first or full payment; June 1 second half for bi-annual assessment.

Past due date (date payment is late if not received on or before that date) – 15 days after the due date

First notice (notice that late charges and interest have accrued) – Anytime after 30 days after due date

Second notice (notice that late charges and interest have accrued, notice of intent to file lien) – Anytime after 60 days after due date

Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner – Anytime after 90 days after due date

13. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a \$50 fee. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.
14. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, the Treasurer shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.
15. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.
16. Referral of Delinquent Accounts to Attorney. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Association's Treasurer, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:

- i. Filing of a suit against the delinquent Owner for a money judgment;
- ii. Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors;
- iii. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
- iv. File a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

If the attorney obtains and satisfies a judgment on an account, but the account still has a remaining balance after satisfaction of the judgment, the attorney, in consultation with the Association and after approval by the Board, is authorized to take whatever continued action is necessary and determined to be in the best interests of the Association to collect the remaining balance.

17. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person appointed by the court who manages the rental of the property, collects the rent and disburses 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 the waste and deterioration of the property.
18. Rental Interception. To the extent permitted by the Declaration, the Association may, without court order, notify the tenant of any unit where the Owner is delinquent in the payment of assessments, pursuant to the Declaration and Colorado law, that rents shall be paid to the Association effective immediately and continue until such time as the Owner's account is current. Such notice shall be in writing to the tenant and the Owner. All funds received by the Association from the tenant shall be credited to the Owner's account as set forth herein.
19. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu 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 other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.
20. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
21. Communication with Owners. All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall 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.

22. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.
23. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.
24. Credit Report. In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.
25. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
26. 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 Association.
27. 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.
28. Amendment. This Policy may be amended from time to time by the Board of Directors.

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC. REGARDING
POLICIES AND PROCEDURES FOR BOARD MEMBER CONFLICTS OF INTEREST

SUBJECT: BOARD MEMBER CONFLICTS OF INTEREST AND A CODE OF ETHICS

PURPOSE: To adopt a policy and procedures 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 and Articles of Incorporation of the Association and Colorado law.

EFFECTIVE DATE: January 1, 2016

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. Definition.
 - 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 conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. The interested Director may not be present during or participate in the discussion and 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 Transactions. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:
 - a. 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;
 - b. 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
 - c. 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 thing 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 the intent of influencing a 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 Board President 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 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 Association.
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 Policy may be amended from time to time by the Board of Directors.
11. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to the Policy are necessary or warranted.

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 held on _____ and in witness thereof, the undersigned has subscribed his/her name.

BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.
REGARDING INVESTMENT OF RESERVE POLICY

SUBJECT: INVESTMENT POLICY FOR RESERVES OF THE ASSOCIATION

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

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

EFFECTIVE DATE: January 1, 2016

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. Funds 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 laddered 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 ordinary prudent individual 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 provisions of the Declaration and the law of the State of Colorado governing the Association.
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 held on _____ and in witness thereof, the undersigned has subscribed his/her name.

BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC. REGARDING
POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT

SUBJECT: ENFORCEMENT OF COVENANTS AND RULES AND PROCEDURES FOR THE NOTICE OF ALLEGED VIOLATIONS, CONDUCT OF HEARINGS AND IMPOSITION OF FINES

PURPOSE: To adopt a uniform procedure to be followed when enforcing covenants and rules 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, 2016

RESOLUTION: The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.
2. Complaints.
 - a. Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.
 - b. Complaints by a member of the Board of DSirectors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.
3. Investigation. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.
4. Initial Warning Letter. If a violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 5 days from the date of the letter to come into compliance. With respect to matters which are an immediate nuisance or capable of immediate cure, the Violator may be given such shorter period of time to come into compliance as the Association's Board may reasonably determine. The foregoing procedure will not be used, however, in the event the violation is determined by trhe Board to be a Repetitious

Violation as defined in paragraph 14 of this policy. In such event, the procedure outlined in paragraph 14 shall be followed.

5. Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within 5 days of the initial warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the alleged Violator, providing that the Violator shall have 3 days to come into compliance and providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 5 days of the date on the violation letter. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 14 of this policy. In such event, the procedure outlined in paragraph 14 shall be followed.
6. Continued Violation After Second Letter. If the alleged Violator does not come into compliance within 3 days of the second letter, this will be considered a third violation for which a fine may be imposed following notice and opportunity for a hearing. A third letter shall then be sent to the alleged Violator, providing that the Violator shall have 1 day to come into compliance and providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 5 days of the date on the violation letter. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 14 of this policy. In such event, the procedure outlined in paragraph 14 shall be followed.
7. Notice of Hearing. If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.
8. Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulation of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal and financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.
9. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer

may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 3 days, render its written findings and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

10. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 5 days of any letter, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.
11. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 3 days of the hearing, or if no hearing is requested, within 1 day of the final decision.
12. Appeals. The Violator may file a written appeal to the Board of Directors of any adverse decision of the hearing committee or individual within 14 days of the decision.
13. Fine Schedule. The following fine schedule has been adopted for all recurring covenant violations:

a. First violation	Warning letter
b. Second violation (of same rule or covenant)	\$25.00
c. Third violation (of same rule or covenant)	\$50.00
d. Fourth and subsequent violations (of same rule or covenant)	\$100.00

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing three or more violations in a six month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association's attorney for appropriate legal action.

14. Repetitious Violations. Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than 1 day, nor more than 90 days, the result of which is a pattern of violations of the same covenant restriction. In the event such Repetitious Violation, in the discretion of the Board, each instance of noncompliance may constitute a separate violation, and the Board shall not be required to provide a period of 10 days from each violation for the alleged Violator to come into compliance. A warning letter shall be sent for the first violation in the series. After the warning letter, the Board may cause violation notices to be sent for each violation in the series

stating the amount of the fine to be imposed (pursuant to the Fine Schedule in paragraph 13), and giving notice and an opportunity for a hearing. The Board shall individually consider each violation for which a hearing is requested, but is permitted to combine any and all hearings requested for Repetitious Violations on one date.

15. Continuous Violations. Continuous violations are defined as violations of Owner obligations that remain uncorrected after the third letter. Each day of noncompliance with such violations constitutes a separate violation.

If an Owner is determined as having a continuous violation, in accordance with the terms of this Policy, such owner may be subject to a daily fine of \$50.00 each day the violation is not corrected, following a notice and opportunity for a hearing as set forth above.

16. Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.
17. Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.
18. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
19. 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 Association.
20. 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.
21. 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 held on _____ and in witness thereof, the undersigned has subscribed his/her name.

BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)

- SUBJECT: ALTERNATIVE DISPUTE RESOLUTION (ADR)
- PURPOSE: To adopt a standard procedure to be followed for alternative dispute resolution.
- AUTHORITY: The Declaration, Bylaws and Articles of Incorporation of the Association and Colorado law.
- EFFECTIVE DATE: January 1, 2016
- RESOLUTION: The Association hereby adopts the following Policy and Procedures:
1. General. It is the general policy of the Association to encourage the use of Alternate Dispute Resolution to resolve disputes involving the Association and an Owner. Alternative Dispute Resolution (“ADR”) is defined as a procedure for settling a dispute by means other than litigation, such as mediation, non-binding arbitration, or binding arbitration.
 2. Policy. ADR may be pursued by an Owner before any lawsuit is filed by an Owner against the Association. ADR shall be pursued by the Association before any lawsuit is filed, subject to the following:
 - a. ADR shall not be required if time constraints prevent accomplishing ADR.
 - b. ADR will not be pursued by the Association if an Owner refuses to participate in the process.
 - c. Any ADR pursued must be done so using a trained mediator, arbitrator, or facilitator having some familiarity with the governance of community associations.
 - d. Any ADR under this policy must be conducted in compliance with the Uniform Arbitration Act and/or Dispute Resolution Act, as applicable.
 - e. If ADR is to be pursued, the Owner shall execute an agreement with the Association prior to the commencement of the ADR process which tolls any applicable statute of limitations while the parties are attempting to resolve the dispute through ADR.
 - f. In the event that the dispute in question falls within the definition of a Claim pursuant to the Association’s Declaration of Covenants, Conditions, and Restrictions, this Policy shall not apply and such Claim shall be resolved in accordance with the dispute resolution provisions in said Declaration.
 3. Selection of Mediator/Arbitrator. If the parties to the ADR cannot agree, within 30 days of the request for ADR, on the facilitator, mediator, arbitrator, or other qualified person to conduct the ADR, then, within 10 days,
 - a. Each party shall choose a qualified person as defined in this Policy, and those selected shall then appoint a third qualified person to be determined in their sole discretion.
 - b. In the event a party fails to select a qualified person as specified in a. above, the person selected by the other party shall be deemed acceptable to both parties and shall act as the facilitator, arbitrator, or mediator.

4. Costs. The costs of ADR shall be paid by the party requesting the ADR. In the event an Owner is the party who requests ADR and Owner fails to pay the cost of the ADR, such amount shall be considered an Assessment against such Owner's lot, and may be collected by the Association as an Assessment pursuant to the Declaration and Colorado law.
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 Association.
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 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 held on _____ and in witness thereof, the undersigned has subscribed his/her name.

BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.
REGARDING RESERVE STUDY POLICY

SUBJECT: Adoption of a policy related to when the Association will have a reserve study prepared, whether there is a funding plan for the work recommended by the reserve study, and whether the reserve study will be based on a physical analysis and a financial analysis

PURPOSE: To provide for the creation and review of a reserve study and for the funding of the work recommended by the reserve study.

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

EFFECTIVE DATE: January 1, 2016

RESOLUTION: The Association hereby adopts the following Resolution:

1. Baseline reserve Study. The managing agent will conduct an in-house reserve study for the Association, to assist the Association with its obligation to build an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis. This study will occur as needed.

If determined to be necessary, the Association shall cause a formal reserve study to be conducted by a reserve study specialist, which includes a physical analysis and a financial analysis as follows:

- A. The physical analysis shall include:
 - 1) The identification of those portions of the community the Association is obligated to maintain, including the average expected useful life of each component.
 - 2) Estimates of the remaining useful life and replacement costs of each component.
- B. The financial analysis shall include:
 - 1) An analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association per the reserve study.
 - 2) A future funding plan to meet the requirements of the reserve study.

As an alternative to having a reserve study specialist conduct a formal reserve study, recognizing the large costs that may be involved in having a formal reserve study prepared, the Board of Directors may choose to rely on the in-house reserve study performed by its managing agent. In choosing this option, the Board understands that the managing agent is not an expert in the preparation of formal reserve studies, and is merely providing an informal plan for building and maintaining an adequate reserve fund as contemplated in the Declaration. In choosing this option, the Board will have made a good faith determination that such in-house study is sufficient and adequate for it to comply with the requirement of maintaining an adequate reserve fund.

2. Update of the Reserve Study.

- A. The Board or its managing agent shall evaluate the reserve study on an annual basis, to determine increases in replacement costs and decreases in remaining useful lives of the components of the reserve study, in order to adequately address changes to be made to the reserve study. At least every five (5) years, the Board may determine to have a reserve study specialist conduct a new formal reserve study, with a complete physical analysis and financial analysis as described above. Or, it can continue to rely on the existing reserve study, with annual evaluations and updates as necessary.

In evaluating and updating the reserve study, the Board and/or managing agent shall consider the following:

- 1) Whether the Association added or replaced any significant Common Elements.
- 2) Whether the Common Elements sustained extreme wear and tear from harsh weather, lack of maintenance or other unexpected event or condition.
- 3) Whether local inflation for materials and labor has substantially increased.
- 4) Whether the Association has deferred any replacements or moved up replacements from the scheduled dates of replacement.
- 5) Whether reserve income and expenses have occurred as planned.
- 6) Whether there have been any new technological changes or improved product development that might result in a component change.

- B. In determining whether a site visit is required in any given year in order to update the reserve study, the Association shall take into consideration the following:
ADR may be pursued by an Owner before any lawsuit is filed by an Owner against the Association. ADR shall be pursued by the Association before any lawsuit is filed, subject to the following:

- 1) Any special or extraordinary issues facing the community.
- 2) Increased deterioration in any components beyond normal wear and tear.
- 3) Economic changes that affect the replacement cost of any component.
- 4) Whether the Association has kept up with routine maintenance of the components.

3. Funding the Reserve Study. The requirements of the reserve study will be funded, in general, through regular assessments levied by the Association. The Board of Directors may also levy a special assessment, in accordance with the requirements of the Declaration, to fund the reserve if the Board determines it is in the best interest of the Association to do so. The goal of the Association is to keep the reserve fully funded on a yearly basis, as determined by the reserve study.

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 held on _____ and in witness thereof, the undersigned has subscribed his/her name.

BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.
REGARDING DOCUMENT RETENTION AND DESTRUCTION POLICY

SUBJECT: Document Retention and Destruction

PURPOSE: To adopt a Document and Destruction Policy

EFFECTIVE DATE: January 1, 2016

RESOLUTION: The Association hereby adopts the following Resolution:

SECTION 1
Introduction

1.1 Scope

This Document Retention and Destruction Policy applies to the Association, the Association Manager, and the Association's Board of Directors.

The documents maintained by the Association's legal counsel, if any, are not subject to this Document 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. 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.
- 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 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, which were not generated by the Association, or not received through 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. E-mail discussions among Board Members shall be copied to and saved by the Association's manager pursuant to the 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 Annual Purge of Files

The Association Manager shall conduct an annual purge of files. The annual purge of files shall be completed within the first quarter of each calendar year.

1.7 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.

1.8 Certification

Following the annual purge of files, the Association Manager shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines. Each Board Member shall complete a Certification Letter annually stating that all Documents created by him/her have been destroyed pursuant to Paragraph 1.5.

1.9 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.

1.10 Outset 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, currently CiC Management Solutions.

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 the 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 Account	7 years
Receivable Audit Reports	7 years
Chart of Accounts	Permanent

Depreciation Schedules	Permanent
Expense records	7 years
Financial Statements (Annual) Fixed	Permanent
Asset Purchases General Ledger	Permanent
Fixed Asset Purchases	Permanent
Inventory Records	7 years
Loan Payment Schedule	7 years
Federal and State Tax Returns	Permanent
2. <u>Bank/Financial Records</u>	
Bank Reconciliation	2 years
Bank Statements	7 years
Deposit Tickets	6 years
Cancelled Checks	7 years
Cash Receipts and Disbursements 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>	
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
Record 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 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 and Vendors	7 years
	Photographs	7 years
	Periodic reports Filed with the Secretary of State	1 year
	Videotapes and Audiotapes of Board Meetings	Until minutes approved
	Proxies and Ballots (generally) (unless otherwise provided herein)	One year after the election, action, or vote to which they relate
	Proxies and Ballots for Document Amendments	Permanent
	Deeds, Easements and Other Real Property Records	Permanent
4.	<u>Employee Records, if any</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>	
	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Lease Payment Records	Life + 4 years
	Real Estate Purchases	Permanent
6.	<u>Owner Communications</u>	
	Written Communications to all Owners generally (including meeting or other notices sent via e-mail, facsimile and regular mail)	6 years
7.	<u>Individual Member Files</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. **Miscellaneous**

Miscellaneous Documents (not otherwise listed herein)	At Board's discretion
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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 held on _____ and in witness thereof, the undersigned has subscribed his/her name.

BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

RESOLUTION OF BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES FOR THE CONDUCT OF MEETINGS

SUBJECT: CONDUCT OF MEETINGS

PURPOSE: To adopt a policy to govern the conduct of meetings.

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

EFFECTIVE DATE: January 1, 2016

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

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Declaration.
 - a. Notice.
 - i. In addition to any notice required in the Declaration, notice of any meetings of the Owners shall be posted in a conspicuous location within the Project and on its website at least 10 days prior to each such meeting, or as may otherwise be required by Colorado law.
 - ii. If any Owner has requested that the Association provide notice via e-mail and has provided the Association with an e-mail address, the Association shall send notice of all Owner meetings to such Owner at the e-mail address provided as soon as possible after notice is provided pursuant to the Declaration, but in no case less than 24 hours prior to any such meeting.
 - b. Conduct.
 - i. All Owner meetings shall be governed by the following rules of conduct and order:
 - a) The President of the Association or designee shall chair all Owner meetings (the 'chair').
 - b) All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).
 - c) Anyone wishing to speak must first be recognized by the chair.
 - d) Only one person may speak at a time.
 - e) Each person who speaks shall first state his or her name and address.
 - f) Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
 - g) Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed

- h) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
 - i) Each person shall be given up to a maximum of two minutes to make a statement or to ask questions. The Executive Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair, in his or her sole discretion, but shall be uniform for all persons addressing the meeting.
 - j) All actions and/or decisions will require a first and second motion.
 - k) Once a vote has been taken, there will be no further discussion regarding that topic.
 - l) Anyone disrupting the meeting, as determined by the chair, shall be asked to 'come to order.' Anyone who does not come to order will be requested to immediately leave the meeting.
 - m) The chair may establish such additional rules of order as may be necessary from time to time.
- c. Voting. All votes taken at Owner meetings shall be taken as follows:
- i. Election of Executive Board members in a contested election shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Declaration shall receive a ballot. The ballot shall contain identifying information concerning the ballot holder in order to verify voting accuracy, but such information shall be kept confidential by the Association and not part of the public record of the vote or of the meeting. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.
 - ii. All other votes taken at a meeting of the Owners shall be taken in such method as determined by the Executive Board including acclamation, by hand, by voice or by ballot, unless otherwise required by law. At the discretion of the Executive Board or upon request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the Association on which all Owners are entitled to vote shall be by secret ballot.
 - iii. Written ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Executive Board or another person presiding during that portion of the meeting. The volunteers shall not be Executive Board members and, in the case of a contested election for an Executive Board position, shall not be candidates for such position.

- iv. The individual(s) counting the ballots shall report the results of the vote to the chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue, without reference to the names, addresses or other identifying information of Owners participating in such vote.
 - d. Proxies. Proxies may be given by any Owner as allowed by C.R.S. 7-127-203. All proxies shall be reviewed by the Association's Secretary or designee as to the following:
 - i. Validity of the signature;
 - ii. Signatory's authority to sign for the lot Owner;
 - iii. Authority of the lot Owner to vote;
 - iv. Conflicting proxies; and
 - v. Expiration of the proxy.
- 2. Executive Board Meetings. Meetings of the Executive Board of the Association shall be called pursuant to the Declaration of the Association.
 - a. Conduct.
 - i. All Executive Board meetings shall be governed by the following rules of conduct and order:
 - a) The President of the Association, or designee, shall chair all Executive Board meetings.
 - b) All persons who attend a meeting of the Executive Board shall be required to sign in, listing their name and address.
 - c) All Owners will be given an opportunity to speak as to any matter or ask questions of the Executive Board during the Owner forum at the end of the meeting, or at such other time as determined by the chair. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in.
 - d) Anyone desiring to speak shall first be recognized by the chair.
 - e) Only one person may speak at a time.
 - f) Each person speaking shall first state his or her name and address.
 - g) Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for them.
 - h) Those addressing the Executive Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
 - i) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
 - j) Each person shall be given up to a maximum of two minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Owner forum and once on any other issue prior to a vote by the Executive Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time

limit may be increased or decreased by the chair, but shall be uniform for all persons addressing the meeting.

- k) No meeting of the Executive Board may be audio, video or otherwise recorded except by the Executive Board to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association.
 - l) Anyone disrupting the meeting, as determined by the chair, shall be asked to 'come to order.'" Anyone who does not come to order shall be requested to immediately leave the meeting.
- b. Owner Input. After a motion and second has been made on any matter to be discussed, but prior to a vote by the Directors, Owners present at such time shall be afforded an opportunity to speak on the motion as follows:
- i. The chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.
 - ii. Following Owner input, the chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Executive Board votes to open the discussion to further Owner participation.
- c. Board Action Without A Meeting.
- i. Notice of Action Without a Meeting – Notice of the proposed action must be transmitted in writing to each Director. The notice must contain the following information:
 - a) The action to be taken;
 - b) The deadline (date and time) by which a Director must respond to the written notice; and
 - c) That failure by a Director to respond by the deadline stated in the notice will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.
 - ii. Voting – By the deadline stated in the written notice, each Director may:
 - a) Vote in writing for such action;
 - b) Vote in writing against such action;
 - c) Demand in writing that the action be taken at a meeting. If any Director demands, by the deadline date, that the action be taken at a meeting, action without a meeting is no longer available. The Board must then hold a Board meeting to take action on such matter.
 - iii. Effective Date of Action – Once the deadline stated on the notice has expired, and assuming no Director demands that action be taken at a meeting, the action is deemed effective if at least a quorum of votes are received and at least a majority of such votes are in favor of the action.
 - iv. Electronic Communications/Authenticity of Signatures – All written communications of Directors pursuant to this section may be

transmitted or received via facsimile, e-mail, or other form of wireless communication. The Association may accept any electronic vote received as valid unless it has a reasonable, good faith basis to doubt its validity.

- v. Minutes/Ratification – If action is taken pursuant to the above procedures, such action(s) shall be noted in the minutes of the next meeting of the Board and ratified at that time.
- d. Executive/Closed Door Session. The Executive Board may hold an executive or closed door session and may restrict attendance to Executive Board members and such other persons requested by the Executive Board during a regular or specially announced meeting for discussion of the following:
 - i. Matters pertaining to employees of the Association or the manager’s contract, if any, or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;
 - ii. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 - iii. Investigative proceedings concerning possible or actual criminal misconduct;
 - iv. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
 - v. Review or discussion relating to any written or oral communication from legal counsel; and
 - vi. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.

Prior to holding a closed door session, the President of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above.

No rule or regulation shall be adopted during a closed door session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session.

The minutes of all meetings at which an Executive session was held shall indicate that an Executive session was held and the general subject matter of the Executive session. Minutes of Executive sessions may be kept, but are not subject to disclosure pursuant to the Association’s policy regarding inspection of records.

- 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 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 Association.

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 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 held on _____ and in witness thereof, the undersigned has subscribed his/her name.

BRANDON ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President