

**CHATFIELD IV HOMEOWNERS ASSOCIATION
POLICY REGARDING ADOPTION AND AMENDMENT OF
BYLAWS, RULES, REGULATIONS, AND POLICIES**

Pursuant to the Colorado Common Interest Ownership Act (CCIOA), homeowners' associations are to adopt certain policies regarding various issues. The following policy relates to the adoption and amendment of the Association Bylaws, policies, and rules and regulations which are to be part of the governance of the subdivision.

1. The Board of Directors may adopt, amend, modify, or revoke any part of the Bylaws or any policy, rule, or regulation, or any part thereof, that is contrary to law, or that is necessary to insure compliance with the law, or that the Board deems is in the best interests of the members of the Association for their health, welfare, and benefit without a vote of the members. It shall be the responsibility of the Board of Directors to draft such Bylaws, policies, rules, or regulations. Any member of the Association may submit a written request to the Board that new Bylaws, or a policy, rule, or regulation be adopted, or that new Bylaws or an existing policy, rule, or regulation be amended, modified, or revoked. Upon such a written request, or upon its own decision, the Board shall call a special meeting of the Board as soon as practicable to discuss the proposed policy, rule, or regulation, or amendment thereto, not to exceed thirty (30) days from receipt of a request from a member.

2. Any new Bylaw, policy, or rule or regulation may be adopted, amended, modified, or revoked by a vote of a majority of the voting Board members eligible to vote on a matter, provided that a quorum exists.

3. Upon adoption by the Board, such Bylaw, policy, or rule or regulation shall be published to the members of the Association in a timely manner. The Bylaw, policy, or rule or regulation shall not become effective until so published, unless an emergency exists. The Board will follow all other requirements relating to amendments to the Declaration as required by law, such as obtaining approval of 67% of the Owners on any amendment.

Adopted on 5-8-2019

Beverly Moss
Secretary

Betty Jo Franco Pres.

Sheryl Tansum VP/Treasurer

CHATFIELD IV HOMEOWNERS ASSOCIATION
POLICY REGARDING COLLECTION PROCEDURE
(Amended and Adopted on January 17, 2021)

A. Due dates, Late Charges, Interest, Suspension of Rights.

1. Due Dates. Annual Assessments are due on or before March 1st of each year. Monthly installments of the annual assessment are due and payable on the 1st day of each month. Payments shall be deemed received and shall be posted on the date the payment is received in the Association's office or the Association's payment processor's office. Any installment not paid in full when due shall be considered past due and delinquent.
2. Late Charge. Beginning with the second month of delinquency, a 5% penalty shall be imposed for any assessment, fine or other charges not paid within 30 days of the due date without further notice to the Owner. Such late charge is a personal obligation of the Owner and a lien on the Unit.
3. Interest. Interest at the rate of 18% per annum shall accrue on any delinquency 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. Such interest is a personal obligation of the Owner and a lien on the Unit.
4. Penalty Fee. Penalty fees of \$10.00 per day will be charged to the delinquent Owner's account beginning 60 days after the due date.
5. Suspension of Rights. An Owner's voting rights shall be automatically suspended without notice if any assessment or other charge is not paid within 30 days of the due date. An Owner's rights to use the irrigation facilities may also be suspended without notice if an assessment or other charge is not paid within 30 days of the due date.

B. Return Check Charges.

1. 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:
 - a) An amount equal to the face amount of the check, draft, or money order and a return check charge of \$20.00 [cannot be greater than this amount] or an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater; or
 - b) 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 shall be liable to the Association for collection of three times the face amount of the check, but not less than \$100.00.
 - c) If after 90 days the dues have not been paid, an additional fee of \$10.00 per day will be added to the Owner's ledger.

2. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.
3. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

- C. Attorney and Collection Fees. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessment or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado Law. Attorney or collection fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand.
- D. Application of Payments. All payments received on account of any Owner or the Owner's property, may be applied first to post-judgment attorney's or collection fees, costs and expenses; then to costs and attorney's of collection fees not reduced to a judgment; then to interest; then to late charges; then to returned check charges; then to fines and other amounts levied pursuant to the Declaration; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.
- E. Delegation of Authority to Sign Notice of Lien. The Board of Directors delegates authority to the Association's attorney or management company to sign and acknowledge the Notice of Assessment of Lien. This delegation may be withdrawn at any time. In the event that the delegation is withdrawn, the Board will send written notice to the Association's attorney or management company of the withdrawal.
- F. Time Frame. The following time frames shall be followed in the collection of monthly installments of the annual assessment and for collection of other charges:

Due date	March 1st of each year or the 1st day of the month for monthly installment of annual assessment or 30 days after notice of assessment or charge for all other assessments, fines, and charges
Interest Fee date	30 days after the due date
Penalty Fee date	60 days after the due date

Notices may be sent in accordance with the following schedule:

1st notice from Association or manager	30 days after due date
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2nd notice from Association or manager 60 days after due date. \$10.00 per day fine
(Demand letter sent to Owner)

3rd notice from Association or manager 90 days after due date. \$10.00 per day fine
(Delinquent account turned over to
Association's attorney or collection
Agency and/or a lien filed.)

Notwithstanding the time frames set forth above, if a lien holder with priority over the Association's lien (i.e., first mortgagee) takes title to a Unit through foreclosure or deed in lieu of foreclosure, the Association may file a lien on the Unit for any delinquent payment.

Once accounts are turned over to the Association's attorney or collection agency, Owner shall make payment to the Association at the address of the Association's attorney or collection agency. The Association's attorney or collection agency shall consult with the Association regarding collection procedures and payment arrangements.

G. Notices. For any Notices required to be given to an Owner as a result of this Policy, or before the Association turns any delinquent assessment, fine, or other charge to an attorney or collection agency, the Association will deliver the Owner a Notice of Delinquency by certified mail, with a courtesy copy by email (if available) stating:

1. The total amount due, with an accounting of how the total was determined;
2. Whether the Owner may enter into a payment plan pursuant to C.R.S. § 38-33.3-316.3 and instructions for contacting the Association to arrange for and enter into a plan;
3. 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; and
4. 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 delinquent account being turned over to an attorney or a collection agency, the filing of a lawsuit against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law.

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

1. Filing a lien against the delinquent Owner's property to provide a record notice of the Association's claim against the property, if not already filed;
2. Filing suit against the delinquent Owner for a money judgment. The purpose of obtaining a personal judgment against the Owner is to allow the Association to pursue remedies such as garnishment of the Owner's wages or bank account to collect judgment amounts;
3. Instituting a judicial action of foreclosure on the Association's lien. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where wither a money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action;
4. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim; and
5. Filing a court action seeking appointment of a receiver. A receiver is a disinterested person, appointed by the court, who manages rental of the Owner's property, and collects the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent waste and deterioration of the property.

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

Upon referral of any matter to the Association's attorney or a collection agency, the Association shall pay the Association's attorney or collection agency their usual and customary charges as well as any costs incurred by the attorney or collection agency on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney or collection agency. *All charges will be added back to the account of the Owner whose account has been referred to the attorney or collection agency for collection.*

- I. Notification to and Communication with Owners. This Collection Policy shall be made available to all Owners by the Association as required by Colorado Law. After a delinquent account has been referred to the Association's attorney or the collection agency, all communication with the delinquent Owner shall be handled through the Association's attorney or the collection agency. Neither the manager, if any, nor any member of the Board of Directors shall discuss the account directly with an Owner after it has been turned over to the Association's attorney or the collection agency unless the attorney is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case by case basis.
- J. Certificate of Status of Assessment/Estoppel Letter. The Association shall furnish to an Owner or such Owner's designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's lot. The statement shall be delivered within 10 calendar days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested. The fee for the statement shall be \$10, which fee shall become an assessment. If the Owner's account has been turned over to the Association's attorney or a collection agency, such

statement shall be handled through the Association's attorney and shall include any fees in providing the statement.

- K. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of foreclosure by any holder of an encumbrance against any lot within the Association, the Association shall advise the Association's attorney of the same and turn the account over to the Association's attorney.
- L. Waivers. The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained herein, as the Association shall determine appropriate under the particular circumstances. Any such accommodation shall be documents in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and 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 Collection Policy.

Amended policy adopted on January 17, 2021.

President: Sheryl Larson

Vice President: Betty Jo Franco

Secretary: Reginald J. Moore

Treasurer: Sheryl Larson

**CHATFIELD IV HOMEOWNERS ASSOCIATION
POLICY REGARDING COVENANT AND RULE ENFORCEMENT PROCEDURES**

- A. Enforcement Procedure. The Board shall not impose fines unless and until the Association has sent or delivered written notice to the Owner as provided below. However, compliance with the notice and hearing procedure set forth below is not required for the following: late charges on delinquent assessments, suspension of voting rights and rights to use the irrigation facilities if an Owner is shown on the Association's records to be 30 days delinquent in payment of assessments, in which case suspension shall be automatic, and legal action.
1. Complaint. Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known. Complaints may also be initiated by the Manager or any member of the Board of Directors. Complaints that cannot be independently verified by a Board member or the Association's management agent must be in writing. The Board shall have no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.
 2. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Declaration, Bylaws, Rules and Regulations, or Resolutions shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such Notice to any non-Owner violator. The Notice shall describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents. All Notices shall be delivered by messenger or sent by regular first class mail, postage prepaid.
 3. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing and sent to the Association in care of its registered Agent by certified or registered mail, postage prepaid, within 15 days of the date of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the 15 day period, the Board shall determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule. The Board of Directors shall give written notice of said fine to the applicable Owner.
 4. Board of Directors to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall determine whether a violation exists and impose fines.
 5. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such conflict to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

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

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

B. Fine Schedule.

1. The following fines and guidelines are for violation of the provisions of the Declaration, Bylaws, Rules and Regulations, and Resolutions of the Association:

First violation:	Warning letter
Second violation:	Warning letter
Third violation:	\$50.00
Fourth violation:	\$75.00
Subsequent violations:	\$75.00

Except as provided in this paragraph, the violation must be corrected within 10 days of the date of notice. The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may be not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above referenced schedule if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.

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

2. All fines shall be due and payable upon notice of the fine and will be late if not paid within 15 days of the date that the Owner is notified of the imposition of the fine. Late fees and interest may be levied if fines are not paid in accordance with the terms of the Collection policy. All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.

Covenant and Rule Enforcement

C. Additional Enforcement Rights.

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

2. Suspension of Rights to Vote and to use the irrigation facilities. The right of an Owner to vote shall be automatically suspended if the Owner is more than 30 days delinquent in payment of any assessment, fee, or other charge. The rights of an Owner to use the irrigation facilities shall be automatically suspended if the Owner is more than 30 days delinquent in payment of assessments.

Adopted on 5-8-2019

Betty Moss
Secretary

Betty Jo Franco Pres

Sheryl Larson VP / Treasurer

**CHATFIELD IV HOMEOWNERS ASSOCIATION
POLICY REGARDING INSPECTION AND COPYING OF RECORDS**

1. Subject to the other subsections contained herein, all records maintained by the Association shall be available for examination and copying by an Owner or the Owner's authorized agent. The Association may require Owners to submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents and may limit examination and copying time to normal business hours or the next regularly scheduled executive Board meeting if the meeting occurs within thirty days after the request. Notwithstanding any provision of the Declaration, Bylaws, Articles, or rules and regulations of the Association to the contrary, the Association may not condition the production of records upon the statement of a proper purpose.
 - a. Notwithstanding the foregoing paragraph, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner without consent of the Board.
 - b. Without limiting the generality of subparagraph (a) of this paragraph, without the consent of the Board, a membership list or any part thereof may not be:
 - i. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
 - ii. Used for any commercial purpose; or
 - iii. Sold to or purchased by any person.
2. Records maintained by the Association may be withheld from inspection and copying to the extent that they are, or concern:
 - a. Architectural drawings, plans, and designs, unless released upon the consent of the legal owner of the drawings, plans, or designs;
 - b. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
 - c. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
 - d. Disclosure of information in violation of law;
 - e. Records of an executive session of the Board; or
 - f. Individual units or Lots other than that of the requesting Owner.
3. Records maintained by the Association are not subject to inspection and copying, and shall be withheld, to the extent that they are or concern:
 - a. Personnel, salary, or medical records relating to specific individuals; or
 - b. Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.
4. The Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of records.
5. A right to copy records under this section includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the unit Owner.

*Inspection and Copying of
Records*

6. The Association is not obligated to compile or synthesize information.
7. Association records and the information contained within these records shall not be used for commercial purposes.
8. Requests for copies of a ledger or statement of unpaid assessments are governed by the Policy Regarding Collection of Unpaid Assessments.

Adopted on 5-8-2019

Beverly Mason
Secretary

Betty Jo Strano Pres.

Sheryl Lunsen V P / Treasurer

**CHATFIELD IV HOMEOWNERS ASSOCIATION
POLICY REGARDING MAINTENANCE AND RETENTION OF RECORDS**

1. In addition to any records specifically defined in the Association's Declaration or Bylaws or expressly required by C.R.S. § 38-33.3-209.4(2), the Association shall maintain the following, all of which shall be deemed to be the sole records of the Association for purposes of document retention and production to Owners:
 - a. Detailed records of receipts and expenditures affecting the operation and administration of the Association;
 - b. Records of claims for construction defects and amounts received pursuant to settlement of those claims;
 - c. Minutes of all meetings of its unit Owners and Executive Board, a record of all actions by the unit Owners or Executive Board without a meeting, and a record of all actions taken by any committee of the Executive Board;
 - d. Written communications among, and the votes cast by, Executive Board members that are:
 - i. Directly related to an action taken by the Board without a meeting pursuant to C.R.S. § 7-128-202; or
 - ii. Pursuant to the Association's Bylaws;
 - e. The names of unit Owners in a form that permits preparation of a list of the names of all unit Owners and the physical mailing addresses at which the Association communicates with them pursuant to the Declaration, Articles, and Bylaws of the Association;
 - f. Its current Declaration, Covenants, Bylaws, Articles of Incorporation, rules and regulations, reasonable governance policies adopted pursuant to C.R.S. § 38-33.3-209.5, and other policies adopted by the Executive Board;
 - g. Financial statements as described in C.R.S. § 7-136-106 for the past three years and tax returns of the Association for the past seven years, to the extent available;
 - h. A list of names, electronic mail addresses, and physical mailing addresses of its current Executive Board members and officers;
 - i. Its most recent annual report delivered to the Secretary of State, if any;
 - j. Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316(8) concerning statements of unpaid assessments;
 - k. The Association's most recent reserve study, if any;
 - l. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;

*Maintenance and Retention
of Records*

- m. Records of Executive Board or committee actions to approve or deny any requests for design or architectural approval from unit Owners;
 - n. Ballots, proxies, and other records related to voting by unit Owners for one year after the election, action, or vote to which they relate;
 - o. Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members of any class or category of members; and
 - p. All written communications within the past three years to all unit Owners generally as unit Owners.
2. Pursuant to C.R.S. § 38-33.3-317, all Association records are to be permanently maintained, EXCEPT FOR the following records:

Description of Record	Retention Period
Financial Statements	3 years § 317(1)(g)
Tax Returns	7 years § 317(1)(g)
Contracts for Work Performed	2 years § 317(1)(l)
Voting Records - ballots, proxies, etc.	1 year after election or vote § 317(1)(n)
Written communications to unit Owners generally as unit Owners	3 years § 317(1)(p)

3. All records maintained by the Association shall be available for examination and copying by an Owner pursuant to the Association's policies regarding disclosures and inspection and copying of Association records by members.

Adopted on 5-8-2019

Bessie Moss
Secretary

Betty Jo Francis Pres.

Sheryl Tanser VP - Treasurer

**CHATFIELD IV HOMEOWNERS ASSOCIATION
POLICY REGARDING DISCLOSURES BY THE ASSOCIATION**

A. Within a reasonable time after a request by a member, the Association, through the Secretary, shall make the following information available:

1. The name of the Association;
2. The name of the Association's designated agent or management company, if any;
3. A valid physical address and telephone number of both the Association and the designated agent of the management company, if any;
4. The name of the Common Interest Community (CHATFIELD IV HOA) and the initial date of recording of the Declaration and the reception number or book and page number of the Declaration.

For purposes of this policy, the Secretary of the Association or other person shown on the records of the Secretary of State as the registered agent of the Association shall be the designated agent of the Association and his/her address and telephone number shall be the address and telephone number of the designated agent and of the Association.

If the Association's address, designated agent, or management company changes, the Secretary shall provide all members with an amended notice within ninety days after such changes.

B. At the end of each fiscal year hereafter, the Association shall make the following information available to Owners upon request by an Owner upon reasonable notice:

- (1) the date on which its fiscal year commences;
- (2) its operating budget for the current fiscal year;
- (3) a list, by unit type, of the Association's current assessments, including both regular and special assessments;
- (4) its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- (5) the results of its most recent available financial audit or review for the fiscal year immediately preceding the current annual disclosure;
- (6) a list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed;
- (7) all the Association's Bylaws, Articles, and Rules and Regulations;
- (8) the Minutes of the Board and member meetings for the fiscal year immediately preceding the current annual disclosures; and
- (9) the Association's responsible governance policies adopted under C.R.S.

§ 38-33.3-209.5.

C. Notwithstanding any other provision contained herein, upon a request for a copy of the ledger or statement relating to assessments due by an Owner made personally or in writing, sent certified mail, first class postage prepaid, return receipt requested, to the Association's registered agent, by an Owner, an Owner's designee or a holder of a security interest or its designee, the Association shall mail the same to the inquiring party within 14 calendar days after receipt thereof and shall be binding on the Association, the Board, and any Owner. IF NO STATEMENT IS FURNISHED TO THE OWNER OR HOLDER OF A SECURITY INTEREST OR HIS/HER/ITS DESIGNEE, DELIVERED PERSONALLY OR BY CERTIFIED MAIL, FIRST-CLASS POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE INQUIRING PARTY, THEN THE ASSOCIATION SHALL HAVE NO RIGHT TO ASSERT A LIEN UPON THE LOT OF SUCH OWNER FOR UNPAID ASSESSMENTS WHICH WERE DUE AS OF THE DATE OF THE REQUEST. The foregoing limitation shall only apply if a request is made under the terms stated above, and shall not otherwise limit the Association's right to collect such unpaid assessments under Colorado law. The other provisions of the policy regarding Collection of Unpaid Assessments are incorporated herein as it relates to these types of disclosures.

D. It is the intent of this section to allow the Association the widest possible latitude in methods and means of disclosure, while requiring that the information be readily available at no cost to Owners at their convenience. Except as to requirements under paragraph C, disclosure may be accomplished by any one of the following means: posting on an internet web page with accompanying notice of the web address via first-class mail or e-mail; the maintenance of a literature table or binder at the Association's principal place of business; or regular mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability of the Association.

E. Notwithstanding the foregoing provision, the Association may charge a reasonable fee or charge for copies of Association records to cover the cost thereof, pursuant to the policy regarding inspection and copying of Association records.

Adopted on 5-8-2019

Beverly Moss
Secretary

Betty Jo Franco Pres.

Sheryl Jansen

V.P./Treasurer
5-8-2019

Chatfield IV HOA

Irrigation Maintenance Policy In Conjunction with the Covenant Enforcement Policy and Procedure Pursuant to C.R.S. §38-33.3-209.5(1)(b)(IV) And the Covenants, Codes & Restrictions of the Association Section 4.8 Association Water, Subsection A., B. and C

BE IT RESOLVED, the Association hereby adopts the following procedures to be followed for Irrigation Regulations in the Association.

1. Scope:

To adopt a procedure and policy outlining procedures to be followed for Irrigation set up and Maintenance in the Association.

2. Specifics:

- A. The irrigation facilities to be maintained by the HOA will consist of the motor/pump, pipes connecting the motor/pump to the mainline water supply lines. The mainline provides irrigation water to the homeowner's lot. If the homeowner does not have a riser on their lot that connects to the mainline, it is the responsibility of the homeowner in question to install the riser/connection at the homeowner's expense. Moreover, it is the responsibility of the homeowner to maintain the T/riser/ball valve that connects the pipe extending upwards from the mainline and any pipes related to their irrigation system.
- B. If the homeowner causes any damage to the mainline or drainage line belonging to the Association, it is the homeowner's responsibility to repair in a timely manner. If repairs have not begun in 24 hours, thus impacting access to water for other Members, the Association has the right to commence and complete repairs and charge the homeowner for the repair and stipulated fines. The Association shall use all means to retrieve said monies owed to the Association due to such repairs. Any legal fees or collection costs shall be the homeowner's responsibility to pay.
- C. Any Owner behind on Association dues by more than 30 days can have their water riser/ball valve disconnected and capped to prevent water access until dues are paid in full. All costs associated with the termination of irrigation access shall be paid in full by the Owner in arrears. All costs associated with restoring access to irrigation water shall be paid by the Owner.

CC&Rs, Pg., 16, Section 4.8 Association Water

- A. All irrigation water to be furnished to the Properties shall be furnished by the Association. All owners of Lots with lawns shall be required to install sprinkler systems to maintain their lawns. The Association shall have the right to limit the use of irrigation water as it determines in its sole discretion to the Lots and Common Elements and may institute and enforce rules regarding which days irrigation water may be used for any given Lot.
- B. The irrigation facilities to be owned by the Association shall consist of a system of pipes and pipelines as to provide irrigation water to the Common Elements and all Lots. The irrigation facilities, including any easements in connection therewith, shall be solely owned, operated and maintained by the Association.
- C. It shall be the obligation of the Association to own, operate, maintain and repair the irrigation facilities of the distribution of water to the Common Elements and all Lots. Owners shall be responsible for operation and maintenance and repair of the sprinkler system installed on their lot.

Owners are responsible for any fines that may be levied against their property due to non-compliance of their tenants.

Non-payment of fines will fall under the Dues Collection Policy.

Voting rights will be suspended for any Owner who is or has been in violation of this policy or the CC&R's in the previous thirty (30) days.

3. **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.
4. **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.
5. **Amendment:** The Board of Directors may amend this procedure from time to time.

President's Certification: The undersigned, being the President of the Association, certifies that the Board of Directors of the Association adopted the foregoing resolution and in witness thereof, the undersigned has subscribed his/her name.

Chatfield IV Homeowners' Association

Sheryl Larson - President
President or Authorized Managing Agent

8/28/2020

Effective Date: 8-28-2020

Betty Jo Franco Upes

8/28/2020

Beverly J. Moss Secretary