

Policies and Procedures

Cedar Ridge Merged Condominium Association, Inc.

The Association's top-level governing documents are its Bylaws and Declaration. Colorado law also requires condo associations to publish certain policies and procedures that provide additional supporting details. These are shown below. If they do not answer your questions then refer to the Bylaws and Declaration. In many cases their requirements are clear and specific and do not require any additional explanation. Contact the Board with any questions.)

(NOTE: These are provided for reference only. In case of conflict with the original, signed, documents then the original documents shall prevail and have the full force of law.)

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**1. POLICY OF CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING 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, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE
DATE:** 12/17/22

RESOLUTION: The Association hereby adopts the following policy:

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. Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each month. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 10 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall 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.
3. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a \$25.00 late charge for each Owner who fails to timely pay any assessment within 10 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 8% per annum on the amount owed for each Owner who fails to timely pay their monthly installment of the any assessment within 10 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 unit for which such assessment or installment is unpaid. All late charges shall be due and payable 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 Policy, a return check fee, not to exceed \$20.00, 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 unit 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 Policy after the date adopted as shown above. 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 (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 any assessment is not timely made within 10 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. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which plan shall be for a minimum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00).

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the Owner either declined the repayment plan; or after accepting the repayment plan, failed to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due.

If the Owner does not confirm written acceptance of the repayment plan within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment plan, including the payment of ongoing assessments of the Association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

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. Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. The Association may prohibit the Owner from accessing any online payment

portal until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to the payment of any assessments owed, then to 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 Policy.

10. Collection Process.

- (a) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Board of Directors 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. This First Notice shall be sent by regular first class mail.
- (b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Board of Directors 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. The Association's notice, at a minimum shall include the following:
 - (i) The total amount due to the Association along with an accounting of how the total amount was determined.
 - (ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
 - (iii) 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.
 - (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty 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.

- (v) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure.
 - (vi) Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.
 - (vii) Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, Bylaws, Covenants, or other governing documents of the Association.
- (c) This Second Notice will be provided to the Owner in the following manners:
- (i) Certified mail, return receipt requested; and
 - (ii) Physically posted on the Owner's Unit at the Association; and
 - (iii) By one of the following manners:
 - i. First-class mail;
 - ii. Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or
 - iii. Email to an email address that the Association has on file because the Owner has provided the email address to the Association.

- (d) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the Board of Directors shall turn the account over to the Association's attorney for collection.

Any collection account referred to an attorney for collections shall first 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, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

In addition to the steps outlined above, even after the Owner has been sent to the attorney for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized list of all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly notice shall be sent by first-class mail. The monthly notice shall also be sent by email if the Association has an email address for the Owner.

This monthly notice shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language.

If the Owner has identified a designated contact, this notice shall be sent to both the Owner and a copy sent to the designated contact.

This notice may not contain additional legal fees and legal costs that have been incurred by the Association but have not yet been posted to the ledger. As such, the Owner is required to communicate with the collection attorney to obtain the most up to date balance.

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 monthly installments of the annual assessment and other charges.

Due Date (date payment due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest have accrued,)	Any time after 30 days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after 60 days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	Any time after 90 days after due date

The attorney may consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon the Owner or designee's written request to the Association, made via first class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner's property at no charge and delivered personally or by certified mail, first class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

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, Board of Directors shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.
15. Referral of Delinquent Accounts to Attorneys. 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 Board of Directors, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:
 - (a) Filing of a suit against the delinquent Owner for a money judgment;
 - (b) Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors;

- (c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
- (d) Filing 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.

16. 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.
17. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure. 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.

The Association 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.

The Association may not foreclose on an Owner's Unit if the debt securing the lien consists only of one or both of the following:

- (a) Fines that the Association has assessed against the Owner as a result of covenant violations; or
- (b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a Unit has been foreclosed on by the Association, the Unit shall not be purchased by a member of the Board of Directors, an employee of the Association's management company representing

the Association, an employee of the law firm representing the Association, or an immediate family member of any of these individuals.

18. 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.
19. Communication with Owners. As to any communication sent by the Association or the Management company on behalf the Association pursuant to Paragraph 10 of this Policy, the Association or management company on their behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. If the Owner identifies as designated contact, the Association shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney for collections, all communication will be directly with the Owner until or unless the Owner provides permission directly to the Association's attorney giving permission for the attorney to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. If the Owner has notified the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.

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.

20. 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.
21. 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.
22. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
23. Supplement to Law. The provisions of this Policy 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.
24. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
25. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 12/17/22 and in witness thereof, the undersigned has subscribed their name.

**Cedar Ridge Merged Condominium
Association, Inc.,** a Colorado nonprofit
corporation

(Signature approvals on file)

**2. POLICY OF CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES FOR COVENANT
AND RULE ENFORCEMENT**

SUBJECT: Adoption of a policy regarding the 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, Articles of Incorporation and Bylaws of the Association, and Colorado law.

**EFFECTIVE
DATE:** 12/17/22

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 Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.
2. Complaints. Complaints by Owners or residents, member of the Board of Directors, a committee member, or the manager 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.

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. Violation Which Threatens Public Safety or Health. With respect to any violation of the Declaration, Bylaws, Covenants, or other Governing Documents of an Association that the Board of Directors reasonably determines threatens the public safety or health, the Association shall provide the Unit Owner an initial letter (see Paragraph 7 below) of the violation informing the Unit Owner that the Unit Owner has seventy-two (72) hours to cure the violation or the Association may fine the Unit Owner.
 - a. If, after an inspection of the Unit, the Association determines that the Unit Owner has not cured the violation within seventy-two (72) hours after receiving the notice, the Association may impose fines on the Unit Owner every other day, not to exceed five hundred dollars (\$500.00), and may take legal action against the Unit Owner for the violation.
 - b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(I):
 - i. That the Unit Owner will not be further fined with regard to the violation; and
 - ii. Of any outstanding fine balance that the Unit Owner still owes the Association.
5. Violation Which Does Not Threaten Public Safety or Health. If an Association reasonably determines that there is a violation of the Declaration, Bylaws, Covenants, or other Governing Documents of the Association, other than a violation that threatens the public safety or health, the Association shall, provide a warning letter (see Paragraph 6) regarding the violation to the Owner and providing

up to ten (10) days to cure the violation. Upon expiration of the initial cure period, if the violation continues to exist, the Association shall provide an initial letter (see Paragraph 7 below) regarding the violation and informing the Unit Owner that the Unit Owner has thirty (30) days to cure the violation. Upon expiration of the initial thirty (30) days, the Association, after conducting an inspection and determining that the Unit Owner has not cured the violation, may fine the Unit Owner.

- a. Process to Cure Violation. If a Unit Owner cures the violation within the cure period afforded the Unit Owner, the Unit Owner may notify the Association of the cure and, the Unit Owner sends notice to the Association with visual evidence that the violation has been cured, the violation is deemed cured on the date that the Unit Owner sends the notice. If the Unit Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.
- b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for:
 - i. That the Unit Owner will not be further fined with regard to the violation; and
 - ii. Of any outstanding fine balance that the Unit Owner still owes the Association.
- c. Failure to Cure Violation by Unit Owner. If the Association does not receive notice from the Unit Owner that the violation has been cured, the Association shall inspect the unit within seven (7) days after the expiration of the initial thirty (30) day cure period to determine if the violation has been cured. If, after the inspection, the Association determines that the violation has not been cured, the Association may impose a fine, not to exceed five hundred dollars (\$500.00) per violation, pursuant to Paragraph 9 below. A second letter pursuant to Paragraph 8 shall provide an additional thirty (30) day period to cure.

- d. The Association may take legal action pursuant to this section if the two (2) thirty (30) day periods described above have elapsed and the violation remains uncured.
6. Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Unit Owner. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence.
7. Initial Letter. If the violation has not been cured following the warning letter, an initial letter shall be sent to the Unit Owner. The letter must be sent via certified mail, return receipt requested if not a public safety or health threat. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence. The letter shall provide a Fine Notice as set forth in Paragraph 9.
8. Second Letter. If the alleged violation is not resolved within thirty (30) days of the initial letter, this will be considered a second violation for which a fine or legal action may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the Unit Owner, and shall include a Fine Notice as set forth in Paragraph 9.
9. Fine Notice. The letter(s) shall further state that the Unit Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on the initial or second letter pursuant to Paragraph 7 and Paragraph 8. On a violation that is a safety/health violation since the letter only provides seventy-two (72) hours to cure, any request for a hearing will be after that period runs but the hearing has to be prior to any fines being applied.
10. Notice of Hearing. If a hearing is requested by the Unit Owner, 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.

11. 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 the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations 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 or 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.
12. 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. Neither the Complainant nor the Unit Owner or alleged Violator are required to attend 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. Hearings will be held in executive session pursuant to C.R.S. 38-33.3-308(4)(e). The Impartial Decision Maker shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if applicable.
13. Failure to Timely Request Hearing. If the Unit Owner fails to request a hearing pursuant to Paragraph 9, 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 Unit Owner may be assessed a fine pursuant to these policies and procedures.
14. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Unit Owner within

30 days of the hearing, or if no hearing is requested, within 30 days of the final decision.

15. Fine Schedule for Violations that do Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do threaten public safety or health:

First Notice

Initial Letter (§7)

After a Unit Owner has failed to cure a violation which threatens public safety or health within seventy-two (72) hours of being provided written notice of such violation, the Association may fine the Unit Owner fifty dollars (\$50.00) every other day until the violation is cured and may turn over to an attorney to file suit. Any fine notice shall notify the Unit Owner that failure to cure may result in a fine every other day and only one hearing shall be held.

16. Fine Schedule for Violations that do not Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do not threaten public safety or health. The total amount of fines imposed per violation may not exceed five hundred dollars (\$500.00):

First notice of violation

Warning letter

Up to ten (10) days to comply

No fine

Second notice of violation

Initial Letter (§7)

(of same covenant or rule)

\$250.00

Thirty (30) days to comply

Third notice of violation

Second Letter (§8)

(of same covenant or rule)

\$250.00

Additional thirty (30) days to comply

The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two (2) thirty (30) day periods described above have expired.

17. 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 of the entire fine, or any portion thereof, upon the violation being resolved and staying in compliance with the Articles, Declaration, Bylaws or Rules.

18. 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.
19. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
20. Supplement to Law. The provisions of this Policy 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 community.
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 Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 12/17/22 and in witness thereof, the undersigned has subscribed their name.

**Cedar Ridge Merged Condominium
Association, Inc.,** a Colorado nonprofit
corporation

(Signature approvals on file)

3. POLICY OF CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC. ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS

SUBJECT: Adoption of a policy and procedures for conducting Owner and Board meetings.

PURPOSE: To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

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

**EFFECTIVE
DATE:** 12/17/22

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

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

(a) Notice.

- (1) In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted at least 24 days prior to each such meeting, or as may otherwise be required by Colorado law.
- (2) The Association shall also post notice on its website of all Owner meetings. Such notice shall be posted 10 days prior to such meeting.
- (3) If any Owner has requested the Association provide notice via email and has provided the Association with an email address, the Association shall send notice for all Owner meetings to such Owner at the email address provided at least 24 hours prior to any such meeting.

(b) Conduct.

- (1) 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;
 - (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) Any person desiring to speak shall sign up on the list provided at check in and indicate if they are for or against an agenda item;
 - (D) Anyone wishing to speak must first be recognized by the chair;
 - (E) Only one person may speak at a time;
 - (F) Each person who speaks shall first state their name and address;
 - (G) 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 them;
 - (H) Those addressing the meeting 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;
 - (J) Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The 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, but shall be uniform for all persons addressing the meeting;

- (K) All actions and/or decisions will require a first and second motion;
- (L) Once a vote has been taken, there will be no further discussion regarding that topic;
- (M) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video, or otherwise recorded. Minutes of actions taken shall be kept by the Association;
- (N) 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; and
- (O) 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:

- (1) Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. 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.
- (2) Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice, or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request

of 20% of the Owners who are present at the meeting or represented by proxy.

- (3) Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the chair or another person presiding during that portion of the meeting.
- (4) 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.

(d) Proxies. Proxies may be given by any Owner as allowed by C.R.S. 7-127-203.

- (1) All proxies shall be reviewed by the Association's secretary or designee as to the following:
 - (A) Validity of the signature;
 - (B) Signatory's authority to sign for the unit Owner;
 - (C) Authority of the unit Owner to vote;
 - (D) Conflicting proxies; and
 - (E) Expiration of the proxy.

2. Board Meetings. Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

(a) Conduct.

- (1) All Board meetings shall be governed by the following rules of conduct and order:
 - (A) The president of the Association, or designee, shall chair all Board meetings;

- (B) All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address;
- (C) All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. 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 their 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 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 three 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 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 Board may be audio, video, or otherwise recorded except by the Board to aid in the preparation of minutes; and

- (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, at a time determined by the Board, but prior to a vote by the directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

- (1) 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.
- (2) 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 Board of Directors votes to open the discussion to further Owner participation.

- (c) Board Action Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

(d) Executive Sessions.

- (1) The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:
 - (A) Matters pertaining to employees of the Association or the manager’s contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;

- (B) 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;
 - (C) Investigative proceedings concerning possible or actual criminal misconduct;
 - (D) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a Unit Owner and any referral of delinquency;
 - (E) Review of or discussion relating to any written or oral communication from legal counsel;
 - (F) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.
- (2) 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;
 - (3) No rule or regulation or amendment to the Bylaws or the Articles of Incorporation shall be adopted during a closed session. The foregoing documents may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session; and
 - (4) 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 Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
 - 4. Supplement to Law. The provisions of this Policy 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 community.

5. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
6. Amendment. This Policy may be amended at any time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 12/17/22 and in witness thereof, the undersigned has subscribed their name.

**Cedar Ridge Merged Condominium
Association, Inc.,** a Colorado nonprofit
corporation

(Signature approvals on file)

4. POLICY
OF CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF
ASSOCIATION RECORDS

SUBJECT: Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.

PURPOSE: To adopt a policy regarding an Owner's right to inspect and copy Association records. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

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

EFFECTIVE

DATE:

February 22, 2017

RESOLUTION:

The Association hereby adopts the following Policy and Procedures:

1. Records for Inspection. The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:
 - (a) 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 any such claims;
 - (c) Minutes of all meetings of Owners;
 - (d) Minutes of all meetings of Board members (except records of executive sessions of the Board);
 - (e) Records of actions taken by the Owners without a meeting;
 - (f) Records of actions taken by the Board without a meeting, including written communications and e-mails among Board members that are directly related to the action so taken;

- (g) Records of actions taken by any committee of the Board without a meeting;
- (h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;
- (i) The Association's governing documents which are comprised of:
 - (1) The declaration;
 - (2) The bylaws;
 - (3) The articles of incorporation;
 - (4) Any rules and regulations and/or design guidelines; and
 - (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;
- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- (n) The result of the Association's most recent available financial audit or review, if any;
- (o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;
- (p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;

- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;
- (u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
- (v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;
- (w) Policies adopted by the Board;
- (x) All written communications sent to all Owners generally within the past three years;
- (y) A record showing the date on which the Association's fiscal year begins.

2 Exclusions. The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

- (a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;
- (b) Contracts, leases, bids or records related to transactions currently under negotiation;
- (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

- (d) Records of executive sessions of the Board;
- (e) Individual unit files other than those of the requesting Owners.

The Association ***shall*** withhold from inspection and copying the following records as provided by Colorado law:

- (a) Personnel, salary or medical records relating to Individuals;
- (b) Personal identification and account information of Owners, including bank account information, driver's license numbers, social security numbers, email addresses and telephone numbers. Notwithstanding the above, if an Owner or resident has provided the Association with his or her express written consent to disclose his or her email address or phone number, the Association may publish that information to other Owners or residents. If the Owner or resident revokes his or her consent in writing, the Association shall cease making available for inspection the Owner's or residents' email address or phone number after the receipt of such revocation, but the Association need not change, retrieve or destroy any document or record published by the Association prior to the Association's receipt of such revocation.

3. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:

- (a) Making the requested records available for inspection and copying by the Owner within 10 days of the Association's receipt of such written request, which inspection shall be during the regular business hours of 8:00 a.m. to 5:00 p.m. at the office of the Association; or
- (b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request; or

- (c) E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.
- 4. Use of Records. Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:
 - (a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
 - (b) For any commercial purpose; or
 - (c) Sold to or purchased by any person.
- 5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.
- 6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.
- 7. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
- 8. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.

9. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Policy 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 Community.
11. Deviations. The Board may deviate from the procedures set forth in this Policy 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 Cedar Ridge Merged Condominium Association, Inc., certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on February 22, 2017 and in witness thereof, the undersigned has subscribed his/her name.

**Cedar Ridge Merged Condominium
Association, Inc.,** a Colorado nonprofit
corporation

(Signature approvals on file)

5. POLICY
OF CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING BOARD MEMBER CONFLICTS OF INTEREST

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

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

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

EFFECTIVE DATE: February 22, 2007

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

1. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.
2. 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.
3. 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.

4. 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.

5. 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. After disclosure, the Director shall not participate in the discussion nor 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.

6. Enforceability of Conflicting Interest Transaction. 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 or 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.

7. 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.

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

9. Supplement to Law. The provisions of this Policy 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 community.

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

11. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on February 22, 2007 and in witness thereof, the undersigned has subscribed his/her name.

**Cedar Ridge Merged Condominium
Association, Inc.,** a Colorado nonprofit
corporation

(Board Approvals on Record)

**6. POLICY
OF CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING INVESTMENT OF RESERVE POLICY**

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

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

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

**EFFECTIVE
DATE:**

June 26, 2017

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

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on February 22, 2017 and in witness thereof, the undersigned has subscribed his/her name.

**Cedar Ridge Merged Condominium
Association, Inc.,** a Colorado nonprofit
corporation

(Signature approvals on file)

**7. POLICY OF CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING PROCEDURES FOR ADOPTION OF POLICIES, PROCEDURES,
RULES, REGULATIONS, OR GUIDELINES**

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

PURPOSE: To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association and to afford Owners an opportunity to provide input and comments on such Policies prior to adoption.

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

EFFECTIVE DATE: February 22, 2017

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

1. Scope. The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to encourage Owner participation in the development of such Policies and to insure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy.
2. Drafting Procedure. The Board shall consider the following in drafting the Policy:
 - (a) Whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;
 - (b) The need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and
 - (c) The immediate and long-term impact and implications of the Policy.

3. Notice and Comment. The adoption of every Policy shall be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy shall be afforded such opportunity at the meeting in compliance with Colorado law.
4. Adoption Procedure. Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) shall be provided to all Owners by any reasonable method as determined by the sole discretion of the Board, including but not limited to posting on the Association's website.
5. Policy Book. The Board of Directors shall keep copies of any and all adopted Policies in a book designated as a Policy Book. The Board of Directors may further categorize Policies, Procedures, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.
6. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
7. 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.
8. 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.
9. Amendment. This Procedure may be amended from time to time by the Board of Directors.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on February 22, 2017 and in witness thereof, the undersigned has subscribed his/her name.

**Cedar Ridge Merged Condominium
Association, Inc.** a Colorado nonprofit
corporation

(Signature approvals on file)

8. POLICY
OF CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)

SUBJECT: Adoption of a procedure regarding alternative dispute resolution.

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

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

EFFECTIVE DATE: February 22, 2017

RESOLUTION: The Association hereby adopts the following Policy and Procedures:

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

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

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Cedar Ridge Merged Condominium Association, Inc., certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board February 22, 2017 and in witness thereof, the undersigned has subscribed his/her name.

**Cedar Ridge Merged Condominium
Association, Inc.,** a Colorado nonprofit
corporation

(Signature approvals on file)

**9. POLICY
OF CEDAR RIDGE MERGED CONDOMINIUM 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.

PURPOSES: 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, Articles of Incorporation, and Bylaws of the Association and Colorado law.

EFFECTIVE

DATE: February 22, 2017

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Baseline Reserve Study. The Association shall, within twelve months of the adoption of this Resolution, conduct a baseline reserve study.
2. Update of the Reserve Study. Each year following the establishment of the baseline reserve study as provided above, the Association shall cause the reserve study, including both the physical and financial analysis, to be evaluated by Board of Directors to determine increases in replacement costs and decreases in remaining useful lives of the components of the reserve study to adequately address changes to be made to the reserve study. The update may be done either with or without a site visit. 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:
 - A. Any special or extraordinary issues facing the community (such as an increase in roof leaks or other maintenance issues).
 - B. Increased deterioration in any components beyond normal wear and tear.
 - C. Economic changes that affect the replacement cost of any component.
 - D. Whether routine maintenance of the components has been kept up with.
3. Funding of the Reserve Study. The reserve study will be funded through annual assessments. The reserve fund shall be funded at a level such that the reserve fund shall at all times maintain a positive balance.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Cedar Ridge Merged Condominium Association, Inc., certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____ and in witness thereof, the undersigned has subscribed his/her name.

**Cedar Ridge Merged Condominium
Association, Inc.,** a Colorado nonprofit
corporation

By: _____ February 22, 2017
Its: President

(Signature approvals on file)

**10. RESOLUTION OF THE
CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING ARCHITECTURAL REVIEW STANDARDS AND PROCEDURES**

SUBJECT: Adoption of a policy and procedure to be followed regarding architectural review standards and procedures.

PURPOSE: To adopt standard procedures governing the construction of any building, fence, wall or other structure on the Properties and to assist the Association to actively foster, promote and advance the common ownership interest in the community and to preserve the inherent architectural and aesthetic quality of the community.

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

**EFFECTIVE
DATE:** January 1, 2006

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

Establishment of the Architectural Review Committee. The Board of Directors ("Board") may act as the Architectural Review Committee, unless the Board delegates this duty to other members of the community, in which case, the Board shall appoint such members.

1. Required Approvals and Design Criteria. The Architectural Review Committee shall consider and act upon any and all plans and specifications submitted for its approval under the Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Review Committee.
2. Improvement Request Form. No exterior construction, addition, or alteration or other improvement requiring the approval of the Association shall be commenced or maintained until an Improvement Request Form is submitted to the Architectural Review Committee, along with plans and specifications of the improvement, showing the nature, kind, shape, height, materials and location of the proposed improvement, and approved in writing by the Architectural Review Committee.

The Architectural Review Committee may require such further detail in plans and specifications submitted for its review as it deems proper.

The Architectural Review Committee shall exercise its reasonable judgment to the end that all plans and specifications submitted for its approval shall comply with the requirements set forth herein and the Association's governing documents. Review shall be based upon, but not limited to:

- a. Conformity and harmony of exterior appearance of structures and improvements with neighboring structures;
 - b. The type and nature of the improvement;
 - c. Impact on views;
 - d. Effect of location and use of improvements on nearby Units, improvements, operations and uses.
 - e. Shape, color, size, dimensions, and exterior design;
 - f. Materials used for construction; and
 - g. Conformity with the plan, specifications and purposes generally established within the Community.
3. Expense of Review. The Architectural Review Committee may obtain the services of an architect, engineer, attorney or other professional in its review and require that the applicant(s) reimburse the Architectural Review Committee for actual expense incurred by it in its review and approval process. The Architectural Review Committee may require a fee payable to the Association to accompany each application for approval.
4. Review for Completion. The Architectural Review Committee will review the submitted package and complete a Receipt of Application Checklist.
 - If complete, the Architectural Review Committee shall send notification of receipt to the Owner.
 - If incomplete, the Architectural Review Committee shall contact the Owner and request the missing item(s).
 - The 30-day clock begins once the **complete** package is received by the Architectural Review Committee.
5. Review of Application. The Architectural Review Committee will review the request and complete the Review of Application Checklist. The decision will be based entirely on the compliance with all criteria on the Review of Application Checklist. If the requested improvement complies with all criteria of the Checklist, such application will be approved.
6. Voting. The vote of a majority of the members of the Architectural Review Committee shall constitute action on any matter before it. The Architectural Review Committee from time to time may designate a single member to act on its behalf on such issues it defines as routine and not requiring a vote. Should an Owner request a reconsideration of an action taken by a single appointed member, then an affirmative vote of majority of the members of the Architectural Review Committee is required to sustain such action.
7. Decision. Decisions of the Architectural Review Committee and the reasons therefor shall be transmitted using the Decision Form and mailed to the applicant at the

address set forth in the Improvement Request Form within 30 days after receipt of the complete application by the Architectural Review Committee.

8. Inspection Upon Completion. Upon notification of completion, the Architectural Review Committee will inspect the project to determine whether it has been completed in conformance with the plans. Results are noted on an Improvement Request Form. If the improvement has not been completed in accordance with the Improvement Request Form, the Architectural Review Committee will provide the Owner with a written notice of incompleteness and allow the Owner another 30 days to correct the improvement. If the improvement remains uncorrected, the Architectural Review Committee will notify the Board for enforcement action.
9. Noncompliance. The Architectural Review Committee may issue and record a Notice of Noncompliance if the Owner fails to obtain written consent or fails to comply with the terms of the written approval. In the event a Notice of Noncompliance is issued, the premises shall be restored to their condition prior to the noncompliance within 30 days of issuance of the Notice of Noncompliance. The cost to restore the premises to their condition prior to the noncompliance shall be the responsibility of the Owner who made the improvement. The Owner who made the improvement shall also be liable for any damages or injuries resulting from such improvement.
10. Communications. All communications and submittals shall be addressed to the Architectural Review Committee at Association's principal address.
11. Variances. The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by the Declaration and this Architectural Policy in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in the Declaration and this Architectural Policy. Such variances or adjustments shall be granted only when the granting thereof shall not be materially detrimental or injurious to the other Units nor deviate substantially from the general intent and purpose of the Declaration and this Architectural Policy. In the event the Board of Directors disapproves a request for a variance, the Owner shall have the right to make one request for reconsideration.
12. Waivers. The approval or consent of the Architectural Review Committee, or appointed representative thereof, to any application for design approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Architectural Review Committee as to any application or other matters subsequently or additionally submitted for approval or consent pursuant to this Architectural Policy or other governing documents for the community.

13. Liability. The Architectural Review Committee and the members thereof, as well as any representative of such Architectural Review Committee designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval or denial, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants.
14. Records. The Architectural Review Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection in accordance with Colorado law.
15. Effect of Governmental and Other Regulations. Owners are responsible to ensure that use of property and improvements to property comply with applicable building codes and zoning requirements. Approval by the Architectural Review Committee will not constitute assurance that the improvement will comply with the applicable city or county code or regulation, nor that permits will be given.
16. Interference with Utilities. In making improvements to property, Owners are responsible for locating all water, sewer, gas, electrical, telephone, cable television, or other utility lines or easements and are responsible for any damages to these utilities due to construction of any improvements.
17. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
18. 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 Community.
19. 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.
20. 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 _____ January 6, 2006 _____ and in witness thereof, the undersigned has subscribed his/her name.

CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.

(Signature approvals on file)

Attachment 1

**APPLICATION FOR APPROVAL
SUBMISSION TO ARCHITECTURAL REVIEW COMMITTEE**

Pursuant to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Merged Condominium Association, Inc., I/we hereby submit the following application to make Improvements:

Date: _____

Address of Property: _____

Names of Owners: _____

Mailing Address: _____

Phone Number: (h): _____ (w): _____

Description of work (include nature, kind, exterior color, and location of proposed improvement):

Planned commencement date: _____

Planned completion date: _____

Names and addresses of architect, contractor or other owner representative(s):

Attachments:

_____	Construction plans
_____	Architectural drawings
_____	Elevation drawings
_____	Specifications (e.g. manufacturer's brochure)
_____	Samples or description of colors
_____	Sample of materials
_____	Photographs
_____	Other

I understand that I must receive the written approval of the Architectural Review Committee in order to proceed. Architectural Review Committee approval does not constitute approval of the local building or zoning department, drainage design or structural or engineering safety and/or soundness. I understand that I may be required to obtain building or other permits and approvals prior to the commencement of any work. I agree that my failure to obtain required building or other permits and approvals will result in the withdrawal of the Architectural Review Committee's approval.

I further agree not to alter existing drainage patterns on the Unit without the express approval in writing by the Board or the Architectural Review Committee. Within 10 days of completion of my improvement, I will notify the Architectural Review Committee in writing. Upon completion of my improvement, I hereby authorize Architectural Review Committee or its delegate to enter onto my property for exterior inspection at a mutually agreed upon time, if requested. I agree that my failure to notify the Architectural Review Committee in writing of the completion of the improvement, or my refusal to allow inspection, shall result in the withdrawal of the approval.

I further agree that if, at any time during the process, the Architectural Review Committee requests to enter onto the Unit or requests further information to determine if the improvement is being constructed in accordance with the approval plan and in compliance with the covenants, I will comply with the request. I agree that my failure to comply with the request shall result in withdrawal of the approval. I further understand that the Association may request additional information prior to reviewing this request. In addition, I agree that my failure to start or complete the improvement within the time specified on the application shall result in withdrawal of the approval unless an extension is requested in writing and approved in writing.

Homeowner

Homeowner

RECEIPT

I hereby acknowledge receipt of the above and its marked attachments this ____ day of _____
_____, at
_____ o'clock _____.m.

This receipt is not an acknowledgment that such submission is complete.

By: _____

Attachment 2

**RECEIPT OF APPLICATION
CHECKLIST**

	<u>YES</u>	<u>NO</u>	<u>N/A</u>
<u>REQUIREMENTS (SUBSTANCE)</u>			
1. NATURE OF IMPROVEMENT	_____	_____	_____
2. KIND OF IMPROVEMENT	_____	_____	_____
3. SHAPE OF IMPROVEMENT	_____	_____	_____
4. EXTERIOR COLOR OF IMPROVEMENT	_____	_____	_____
5. MATERIALS OF IMPROVEMENT	_____	_____	_____
6. LOCATION OF IMPROVEMENT	_____	_____	_____
7. EXTERIOR DESIGN OF IMPROVEMENT	_____	_____	_____
8. PLANS AND SPECIFICATIONS OF IMPROVEMENT	_____	_____	_____
9. HARMONY WITH SURROUNDING COMMUNITY	_____	_____	_____
10. SIZE AND DIMENSIONS OF IMPROVEMENT	_____	_____	_____
11. IMPACT ON VIEWS	_____	_____	_____
12. OTHER _____	_____	_____	_____
13. OTHER _____	_____	_____	_____

ARCHITECTURAL FORMS

1. REQUIRED COPIES	_____	_____	_____
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STATUS OF SUBMISSION (Circle one)

- COMPLETE
- COMPLETE WITH REQUEST FOR SUPPLEMENTAL INFORMATION
- INCOMPLETE APPLICATION: RETURNED FOR RESUBMISSION

DATE OF DETERMINATION: _____

DATE WRITTEN NOTIFICATION OF DETERMINATION
GIVEN TO APPLICANT: _____

Attachment 3

**REVIEW OF APPLICATION/PLANS
CHECKLIST**

	<u>YES</u>	<u>NO</u>	<u>N/A</u>
1. IMPROVEMENT COMPLIES WITH APPLICABLE PROVISIONS OF PROTECTIVE COVENANTS	 _____ _____		
2. IMPROVEMENT REASONABLY SUITABLE FOR THE UNIT	 _____	_____	
○ NATURE OF IMPROVEMENT			
○ KIND OF IMPROVEMENT			
○ SHAPE OF IMPROVEMENT			
○ EXTERIOR COLOR OF IMPROVEMENT			
○ MATERIALS OF IMPROVEMENT			
○ LOCATION OF IMPROVEMENT			
○ EXTERIOR DESIGN OF IMPROVEMENT			
○ PLANS AND SPECIFICATIONS OF IMPROVEMENT			
○ HARMONY WITH SURROUNDING COMMUNITY			
○ SIZE AND DIMENSIONS OF IMPROVEMENT			
○ IMPACT ON VIEWS			

Attachment 4

**DECISION OF THE ARCHITECTURAL REVIEW COMMITTEE
FOR CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.**

The Architectural Review Committee, having reviewed the Submission for Approval of:

_____, dated _____,
_____,
hereby finds that the request is:

- ☐ approved as submitted
- ☐ approved subject to (see below)
- ☐ denied for the reason(s) stated below

Comments/Conditions/Reasons:

G IMPROVEMENT DOES NOT COMPLY WITH APPLICABLE PROVISIONS OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HALLCRAFT'S VILLAGE EAST TOWNHOUSES FILING NO. 1

G IMPROVEMENT IS NOT REASONABLY SUITABLE FOR THE UNIT

- NATURE OF IMPROVEMENT
- KIND OF IMPROVEMENT
- SHAPE OF IMPROVEMENT
- EXTERIOR COLOR OF IMPROVEMENT
- MATERIALS OF IMPROVEMENT
- LOCATION OF IMPROVEMENT
- EXTERIOR DESIGN OF IMPROVEMENT
- PLANS AND SPECIFICATIONS OF IMPROVEMENT
- HARMONY WITH SURROUNDING COMMUNITY
- SIZE AND DIMENSIONS OF IMPROVEMENT
- IMPACT ON VIEWS

Other Comments:

CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.

By: _____
Date: _____

**11. RESOLUTION OF THE
CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR EMERGENCY VEHICLE PARKING
POLICY**

SUBJECT: Adoption of a procedure for the parking of emergency vehicles.

PURPOSE: To adopt a policy regarding the parking of emergency vehicles. To adopt a standard policy to follow regarding the parking of emergency vehicles.

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

EFFECTIVE DATE: September 23, 2006

RESOLUTION: The Association hereby adopts the following Policy and Procedures:

The following policy has been adopted by the Cedar Ridge Merged Condominium Association, Inc. ("Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

RECITALS

- A. The Association is charged with operating and managing the community, which includes the regulation of parking within the community.
- B. The Colorado legislature has declared against public policy the enforcement of any covenant or rule prohibiting the parking of "emergency vehicles", if such vehicles are parked in a manner consistent with Colorado law.
- C. The Board of Directors desires to adopt a policy regarding emergency vehicles consistent with Colorado law.

NOW, THEREFORE, BE IT RESOLVED the Association does hereby adopt the following policy regarding the parking of emergency vehicles within the community ("Policy"):

- 1. Definitions.
 - a. Emergency Vehicle – A motor vehicle that meets all of the following criteria:

- i. The vehicle is required by an Owner's or occupant's employer to be parked at the Owner's or occupant's residence as a condition of the Owner's or occupant's employment; and
 - ii. The vehicle has a gross weight of ten thousand pounds or less; and
 - iii. The vehicle is used by an Owner or occupant who is a member of a volunteer fire department or employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services; and
 - iv. The vehicle bears an official emblem or other visible designation of the Emergency Service Provider.
 - b. Emergency Service Provider – A primary provider of emergency fire fighting, law enforcement, ambulance, emergency medical or other emergency services.
 - c. Providers of water, electricity, gas, phone and communication services are specifically excluded from the definition of Emergency Service Provider.
2. Scope. This Policy covers the parking of Emergency Vehicles only. Compliance with this Policy shall not relieve any Owner or occupant from complying with other covenants, rules or regulations that relate to parking of any other type of vehicles, including but not limited to parking of a trailer, camper-shell, boat, motor home, or any other type of recreational vehicle.
 3. Emergency Vehicle Parking. Notwithstanding any covenant, rule or regulation to the contrary, including covenants, rules or regulations that prohibit parking overnight or for designated periods of time, any Emergency Vehicle may be parked by the Owner or occupant on any street, driveway, or guest parking area in the community. While parked, the Emergency Vehicle shall not obstruct emergency access or interfere with the reasonable needs of other unit Owners or occupants to use the streets, driveways, and guest parking spaces within the community, as determined by the Board of Directors.
 4. Proof of Qualification. If requested by the Association, an Owner or occupant shall provide proof, in a means acceptable to the Board of Directors, of qualification of a vehicle under this Policy.
 5. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
 6. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

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

PRESIDENT'S

CERTIFICATION: The undersigned certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on ____September 23, 2006____ and in witness thereof, the undersigned has subscribed his/her name.

CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
a Colorado non-profit corporation,

(Signature Approvals on file)

(Original approved by Frank Perez in 2005. The approval above represents a reaffirmation by the Board on the date shown.)

12. RESOLUTION
OF THE
CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR XERISCAPING

SUBJECT: Adoption of a procedure for xeriscaping and water conservation by the Association.

PURPOSE: To adopt a policy regarding an Owner's right to xeriscape and conserve water. To adopt a standard procedure to be followed for xeriscaping and water conservation.

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

**EFFECTIVE
DATE:** January 1, 2006

RESOLUTION: The Association hereby adopts the following Policy and Procedures:

1. "Xeriscaping" means the application of the principles of landscape planning and design, soil analysis and improvement, appropriate plan selection, limitation of turf area, use of mulches, irrigation efficiency, and appropriate maintenance that result in water use efficiency and water-saving practices.
2. "Turf" means continuous plant coverage consisting of hybridized grasses that, when regularly mowed, form a dense growth of leaf blades and roots.
3. Concrete, asphalt and artificial turf are not considered or treated as xeriscape materials.
4. Installation of xeriscape or a change in the current landscaping of a Unit to xeriscape must be made in accordance with the Association's current architectural [review/control] submission and approval requirements for landscape modifications or installations. There shall be no additional requirements imposed because of xeriscaping.
5. In order to reduce the water required for the installation of new landscaping and in order to maintain the good appearance of all Units, Owners shall adequately water all landscaping that is the maintenance responsibility of the Owner, subject to the watering restrictions, if any.

6. Upon the lifting or expiration of watering restrictions, if any, any owner whose Turf appears to be dead shall be afforded a reasonable period of time subject to the time of year to revive the Turf. The Association shall send written notice to the Owner specifying the amount of time the Owner has to revive the Turf. Failure or inability to revive the Turf within the allotted timeframe may result in the Association requiring the Owner to replace the Turf.
7. Nothing in this policy shall be construed as permitting an Owner to fail to maintain his or her Unit, including landscaping.
8. These Guidelines shall be enforced in a consistent manner throughout the community.

PRESIDENT'S

CERTIFICATION: The undersigned certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on ____January 1, 2006_____ and in witness thereof, the undersigned has subscribed his/her name.

CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.

(Signature approvals on file)

(Original approved by Frank Perez in 2005. The approval above represents a reaffirmation by the Board on the date shown.)

**13. RESOLUTION OF THE
CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURES
FOR THE DISPLAY OF THE AMERICAN FLAG AND SERVICE FLAG**

SUBJECT: Adoption of a policy and procedures regarding the size, location and manner of displaying of American and military service flags and flagpoles.

PURPOSE: The Association is charged with operating and managing the community, which includes the regulation of improvements, such as flags, installed within the community. Colorado law prohibits the enforcement of any covenant or rule which bans the displaying of American and military service flags. Therefore, the Board of Directors desires to adopt a policy that sets forth the size, location and manner of display of American and military service flags and flagpoles consistent with Colorado law.

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

EFFECTIVE

DATE: January 1, 2006 (revised September 23, 2006)

RESOLUTION: The Association hereby adopts the following procedures to be followed regarding the size, location and manner of displaying of American and military service flags and flagpoles:

1. Definitions.

- A. American Flag – The flag of the United States of America.
- B. Service Flag – A flag bearing a star denoting any of the United States military services.
- C. Flagpole – Any pole on which to raise an American Flag or Service Flag.
- D. Freestanding Flagpole - A Flagpole that is installed in the ground.
- E. Attached Flagpole - A Flagpole that is attached to something other than the ground.

2. **Approval.**

- A. Any Owner or occupant desiring to install an American Flag, a Service Flag, or a Flagpole to the Owner's Property or Residence shall do so in accordance with this Policy.
- B. Compliance with the rules contained in this Policy does not relieve any Owner or occupant from obtaining approval for other exterior modifications, alterations and additions, as may be required by the Association's governing documents.

3. **Size and Location of American Flags.**

- A. An American Flag may be displayed in the window of an Owner's residence, or on a balcony accessible from the Owner's residence, as long as the flag is no larger than 3 x 5 feet and is displayed in accordance with Section 5 of this Policy.
- B. An American Flag may be displayed on an Attached Flagpole, as long as the Flagpole is installed at a location between residence garage doors, is no more than four (4) feet, and is installed according to manufacturer specifications.
- C. Only Attached Flagpoles are allowed. All Freestanding Flagpoles are prohibited.
- D. Other than those locations set forth above, American Flags may not be installed without prior written approval from the Architectural Review Committee, or the Board of Directors.

4. **Size and Location of Service Flags, and Qualification of Owner.**

- A. Only an Owner or occupant who is, or whose immediately family member is, in the active or reserve military service of the United States may display a Service Flag. A Service Flag may only be displayed during a time of war or armed conflict.
- B. Service Flags may be displayed only on the inside of the window or door of the Owner's residence. Service Flags may not be displayed on Flagpoles.
- C. All Service Flags shall be no larger than 9" x 16".
- D. Other than those locations set forth above, Service Flags may not be installed without prior written approval from the Architectural Review Committee, or the Board of Directors.

5. **Manner and Display of American Flags and Service Flags.**

- A. The American Flag must be displayed in accordance with the Federal Flag Code (P.L. 94-344; 90 Stat. 810; 4 United States Code Sections 4 through 10). The Federal Flag Code contains a number of requirements including, but not limited to, the following:

- (1) the flag should never touch anything beneath it;
- (2) the flag should never be used as a drapery;
- (3) the flag should never be fastened, displayed or used in such a manner as to permit it to be easily torn, soiled, or damaged in any way;
- (4) the flag is no longer in a condition fitting a emblem for display it should be destroyed in a dignified way, preferably by burning; and
- (5) the flag may only be displayed from sunrise to sunset unless properly illuminated during the hours of darkness.

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

7. **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.

8. **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.

9. **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 Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on ____September 23, 2006____ and in witness thereof, the undersigned has subscribed his/her name.

CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.

(Signature approvals on file)

(Original approved by Frank Perez in 2005. The approval above represents a reaffirmation by the Board on the date shown.)

14. RESOLUTION
OF THE
CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING PROCEDURE FOR CLAIM SUBMISSIONS TO THE ASSOCIATION'S
INSURANCE CARRIERS

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

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

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

EFFECTIVE DATE: January 1, 2006 (revised September 23, 2006)

RESOLUTION: The Association hereby adopts the following Policy and Procedures:

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

RECITALS

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby adopt the following policies and procedures for claim submissions to the Association's insurance carrier.

1. **PROPERTY AND GENERAL LIABILITY CLAIMS OF THE ASSOCIATION.** The following procedures shall be followed by the Board for property and general liability claims of the Association:
 - a. The Board shall consult with its insurance agent to determine (1) whether there is coverage for the claim; and (2) if coverage exists, whether to submit a claim under its policies by balancing the benefits conferred to the Association under the policy with the costs associated with the claim to the Association.
 - b. In the event that the Board determines that it is in the best interest of the Association to submit a claim under its insurance policies, the Board shall

follow the procedures set out in the insurance policies describing the insured's duties in the event of an occurrence, claim, or suit and shall notify effected Owners of the filing of a claim.

- c. In the event the Board determines that it is not in the best interest of the Association to submit a claim under its insurance policies, the Association shall still be obligated to do complete repair of the damages to the property, as if a claim had been made.

2. **CLAIMS ON BEHALF OF OWNERS.** If an occurrence is made known to an Owner that results in damages or injury to an Owner or an Owner's Unit which may come within the Association's coverage as required in Declaration or under Colorado law, the following procedures should be followed by the Owner:

- a. The Owner(s) shall promptly notify his or her personal insurance carrier of the damage.
- b. In the event the Owner determines it is in the Owner's best interest to submit a claim under the Owner's insurance policies, the Owner shall follow the procedures set out in those insurance policies describing the insured's duties in the event of an occurrence, claim, or suit.
- c. The Association may require the Owner to provide copies of the claim the Owner may make to his/her own carrier, as well as copies of the adjustment or determination of that carrier as a condition before the Owner makes any claim on the Association's policies.
- d. In the event the subject matter of the claim may fall within the Association's insurance responsibilities under the Declaration or Colorado law, the Owner shall promptly notify the Association of the damage by providing written notice to the Board setting forth the following:
 - i. Owner's home address and phone number and Unit address, if different;
 - ii. The time, place and circumstances of the event;
 - iii. Identification of damaged property; and
 - iv. The names and addresses of the injured and witnesses, if applicable.

The Board shall then make a determination as to whether the occurrence or claim consists of damages for which the Owner or the Association is responsible for insuring under the Declaration. The Association shall so notify the Owner in writing of its determination within 15 days of written notification of the damages to the Association.

If the Board determines, in its sole discretion, that the subject matter of the claim is within the Association's insurance obligations, the Board shall submit a claim to the Association's insurance carrier on behalf of the Owner in accordance with

the requirements of the insurance policy. In that event, an Owner may not submit a claim to the Association's insurance carrier.

3. **RESPONSIBILITY FOR PAYMENT OF DEDUCTIBLE AMOUNT.**

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

- a. Common Elements: The Association shall pay or absorb the deductible for any work, repairs or reconstruction for damage to Common Elements or for damages to Units that would be the maintenance responsibility of the Association in the absence of insurance, unless said damage is caused by the negligent or willful act or omission of an Owner, his family, guests, or invitees, in which case the Association may seek reimbursement of the deductible amount from such Owner as an assessment under the Declaration, after providing such Owner notice and an opportunity for a hearing.
- b. Units: The Owner shall pay or absorb the deductible for any work, repairs, reconstruction or replacement for damage to a Unit that would be the Owner's maintenance responsibility in the absence of insurance, unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case, the negligent party shall be responsible for the deductible. The Association shall provide an Owner notice and an opportunity for a hearing prior to allocating any deductible to that Owner as a result of that Owner's negligence.
- c. Multiple Units or Unit and Common Elements: If a claim covers damage to more than one Unit or to portions of a Unit and Common Elements that are the maintenance responsibility of both the Owner and the Association, the deductible shall be allocated between Owners or between the Association and the Owner(s) in the same proportion as that portion of the claim which would be their maintenance responsibility in the absence of insurance bears to the total insurance paid for the occurrence as determined by the Board of Directors; unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case, the negligent party shall be responsible for the deductible.

4. **RESPONSIBILITY FOR OWNERS' ACTIONS.** In all cases where damage is caused to Common Elements by the negligent or willful act or omission of an Owner, his family, guests, or invitees, as determined by the Board of Directors in its sole discretion, the Association may seek reimbursement of any such damages which are not recovered from insurance proceeds, including not only the deductible amounts under the Association's insurance policies, but any amount of such damages not otherwise recovered and for which the Association may be held

responsible under its governing documents. Such amounts shall be collected in the same manner as assessments.

5. **DEFINITIONS.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
6. **SUPPLEMENT TO LAW.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
7. **DEVIATIONS.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
8. **AMENDMENT.** This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, respectively being the President of the Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on _____ September 23, 2006 and in witness thereof, the undersigned has subscribed his/her name.

CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
a Colorado non-profit corporation,

(Signature approvals on file)

(Original approved by Frank Perez in 2005. The approval above represents a reaffirmation by the Board on the date shown.)

**15. RESOLUTION OF THE
CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING PROCEDURES FOR COOPERATING WITH SELLERS IN THE
DISCLOSURE OF CERTAIN INFORMATION**

- SUBJECT:** Adoption of a procedure for cooperating with sellers in the disclosure of certain information.
- PURPOSE:** To adopt a standard procedure to use for cooperating with sellers in the disclosure of certain information.
- AUTHORITY:** The Declaration, Bylaws, and Articles of Incorporation of the Association, and Colorado law.
- EFFECTIVE DATE:** January 1, 2006 (revised September 23, 2006)
- RESOLUTION:** The Association hereby adopts the following procedures to be followed in cooperating with sellers in the disclosure of certain information.

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

RECITALS:

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

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

1. The seller of a Unit in our community is required to provide the buyer copies of the most current version of the following documents before the title deadline (as provided in the underlying real estate contract):
 - a. The declaration/covenants, bylaws and rules of the community;
 - b. Any party wall agreements;
 - c. Minutes of the most recent annual unit owners' meeting and of any board meetings held within the six months preceding the request;
 - d. The Association's current operating budget;
 - e. The Association's current annual income and expenditures statement; and
 - f. The Association's current annual balance sheet.

When requested by a seller, the Association shall provide the documents the seller is required to disclose to the buyer that are within the Association's control. Therefore, the Association will make the documents listed above available as a "Seller's Disclosure Package." If authorized by the seller, the Association shall provide the Seller's Disclosure Package directly to the buyer upon payment to the Association of the usual fee charged by the Association to a seller for the Seller's Disclosure Package.

2. Sellers may obtain any of the above documents by providing a written request to the Board of Directors at least five days before the documents are needed. The request shall indicate where the documents are to be sent and indicate that the Association may charge a reasonable rate for the cost of copies and \$25.00 per hour for the manual preparation of the documents to be paid upon completion. In the event five days notice is not given, the Association shall attempt to satisfy the request, but in the event it fails to do so, it will be deemed to have used its best efforts.
3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of 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 Community.
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 ____ September 23, 2006____ and in witness thereof, the undersigned has subscribed his/her name.

**CEDAR RIDGE MERGED CONDOMINIUM
ASSOCIATION, INC.**

(Signature approvals on file)

(Original approved by Frank Perez in 2005. The approval above represents a reaffirmation by the Board on the date shown.)

16. RESOLUTION OF THE
CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
REGARDING POLITICAL SIGN POLICY

SUBJECT: Adoption of a policy regarding the size, number and time frame for displaying political signs.

PURPOSE: The Association is charged with operating and managing the community, which includes the regulation of improvements, such as signs, installed within the community. Colorado law prohibits the enforcement of any covenant or rule which bans the displaying of political signs. Therefore, the Board of Directors desires to adopt a policy that sets forth the size, number and time frame for display of political signs consistent with Colorado law.

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

EFFECTIVE

DATE: January 1, 2006 (revised September 23, 2006)

RESOLUTION: The Association hereby adopts the following procedures to be followed regarding the size, number and time frame for displaying political signs:

1. Definitions.

- B. Election – Any vote conducted by governmental entity for the selection of offices, positions, initiatives, referendums or other issues by a ballot and any vote conducted by the Association for the selection of the Board of Directors.
- C. Political Sign – A sign that carries a message intended to influence the outcome of an Election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

2. Scope.

- A. This Policy covers Political Signs only. Compliance with the rules contained in this Policy does not relieve any Owner from complying with other covenants, rules or regulations with regard to any other type of sign, including but not limited to “for sale” or “for rent” signs, or commercial signs.

3. Time Frame and Location.

- A. Political Signs may be displayed no earlier than 45 days before the day of an Election and no later than 7 days after the day of the Election.

- B. Political Signs may be displayed in the window of an Owner or occupant residence.
- D. Other than as stated above, an Owner or resident may not display Political Signs on any part of the Common Elements or Limited Common Elements.
4. **Size and Number.** An Owner or resident may display one Political Sign per political office or ballot issue that is contested in the Election. A Political sign may be no larger than 36" x 48" or the maximum allowed by any applicable city, town, or county ordinance that regulates the size of political signs on residential property, whichever is smaller.
5. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
6. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
7. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
8. **Amendment.** This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Cedar Ridge Merged Condominium Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____ September 23, 2006_____ and in witness thereof, the undersigned has subscribed his/her name.

CEDAR RIDGE MERGED CONDOMINIUM ASSOCIATION, INC.
a Colorado nonprofit corporation

(Signature approvals on file)

(Original approved by Frank Perez in 2005. The approval above represents a reaffirmation by the Board on the date shown.)

Cedar Ridge Merged Condominium Association
Roofing Policy and Procedures
(Rev. 081024)

Policy Statement

Whereas,

- The Association is responsible for maintaining and keeping in good repair all portions of each Unit's roof, including its interior roof structure (Declarations, Sections 5.1a & 5.1i) and
- Failure to repair or replace a roof in a timely manner could result in much more extensive/expensive repairs than would have otherwise been necessary.

Therefore, it shall be the policy of the Board to repair or replace a Unit's roof at such time as it deems that further delays could reasonably cause additional damage to the Unit.

Procedures

1. When any roof damage is brought to the attention of the Board, either through its own routine surveillance or by the owner of a Unit, it shall assess the damage and decide—through a majority vote of Board members—whether repair or replacement is warranted at that time.
2. The Board shall consider cost and subdivision aesthetics, as well as other factors that it may identify during its deliberations, when deciding whether a roof shall be replaced or simply repaired.
3. The Board shall enlist the services of a roofing professional when making a repair/replace/delay decision. It shall also obtain competitive bids if a decision is made to repair or replace a roof.
4. The Board shall select the bid—through a majority vote of its members—that provides the best *value* to the Association. Examples of non-monetary factors that might be considered include: the contractor's reputation and perceived expertise, the contractor's proposed schedule for the work, the quality of materials proposed, and others factors as defined by the Board during its deliberations.
5. It is recognized that any roof work may involve functional as well as aesthetic considerations. For example, older roof decking may have sagged over time, giving the roof a slightly wavy appearance although the decking is still functionally sound. It shall be the Board's sole responsibility to return the roof back to its functional condition only. If an owner wants additional work done beyond that then they shall inform the Board and pay for all extra work before the work commences.
6. It shall also be the Board's sole responsibility to return the roof, as closely as possible, to its original design (subject to features that may be required by more current Codes) and not beyond that. For example, an owner may want a powered attic vent when only an unpowered one is required by Code. In this or similar cases the owner shall inform the board and pay for all extra work before the work commences.

7. If currently-used shingles are no longer available, the Board shall select one that is as close as possible to the existing color(s), design, and quality and which aesthetically complements the original roofs*.
8. When the roof on any part of two conjoined Units requires replacement then the roofs on both Units shall be replaced at the same time so that they will always match in color and pattern and, therefore, not disrupt the aesthetics of either Unit or the subdivision in general.

PASSED BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS ON THE 10th DAY OF August, 2024.

And attested to by:

(Signature Copies on File)

*At this date in 2024 all new/replacement roofs are required by city ordinance to be Level 4. The shingles currently existing in the subdivision do not meet this requirement. As a result, the Board has selected, by majority vote, and in accordance with Para. 7 above, the following shingles as the new subdivision standard for new roof installations:

Owens Corning TruDefinition Duration STORM Series LLT (130 mph) Class 4
Impact-Resistant with WeatherGuard Technology. Color: Teak.

18. Awning Policy

(Originally approved in 2013 and revised here to modify formatting and to add some minor clarifying points.)

Policy Statement

One of the primary reasons for incorporation of the subdivision as a condominium community was to ensure the consistency of its visual appearance for the common enjoyment of all owners. This is reflected in Section 9.3 of the Declarations which states that "Approval [...of all attachments...] shall be based upon...conformity and harmony of exterior appearance with neighboring structures..."

Notwithstanding this requirement, the Board recognizes that due to the various orientations of individual units to the sun owner/tenant enjoyment of some properties may be enhanced by using attached awnings or sun screens.

Therefore, it shall be the policy of the Board to allow attached awnings or sun screens (hereafter referred to as "awnings"), subject to the following limitations and conditions.

Limitations

1. No window awnings of any type are allowed.
2. One (1) patio or deck awning shall be allowed per unit provided that it shall:
 - Not be visible from the public street(s).
 - Not be larger than the patio/deck, have a maximum height that does not exceed ten (10) feet above the elevation of the patio/deck, and have materials that do not drape around the perimeter more than twelve (12) inches.
 - Be made of canvas or mesh (vinyl material is not permitted).
 - Be retractable electrically and have a wind sensor that automatically retracts the awning in windy conditions.
 - Have a solid (recommended) or pinstripe color(s) that complements the Board approved roof, siding, decking, and trim colors. Patterns, bold stripes and bright noncomplementary colors are prohibited.
3. In general, awnings should only be extended during periods of actual outdoor use by the owner/tenant but in no case shall an awning be left extended overnight.

Board Approval

Formal Board approval is required before installation of any awning. The homeowner's submission package shall include, at the minimum:

- Drawing(s), sketch(s) or photograph(s) of the location of the proposed awning.
- Its size, dimensions, height and elevation.
- Product literature, proposed color(s), or fabric samples (Note: Sunsetter Awnings in certain colors have been approved by the Board in the past.)

Homeowners Responsibility

The Board's approval of any submission package shall carry with it the homeowner's implicit acceptance of all responsibility for purchasing, professionally installing, and properly maintaining the awning throughout its life. If a homeowner fails to meet these obligations then the Board shall have the right to remove the awning, at the homeowner's expense, or to seek other methods of redress using any or all means within its legal authority.

(Signature approvals on file)

19. Exterior Lighting Fixtures and Door Hardware

Policy Statement

One of the primary reasons for incorporation of the subdivision as a condominium community was to ensure the consistency of its visual appearance for the common enjoyment of all owners. The developer chose gold lighting fixtures and matching exterior door hardware which were architecturally popular at the time the subdivision was built.

Some of these original fixtures are now starting to corrode and become unsightly and some homeowners want to replace them; and they want to use fixtures that are more architecturally popular than the original fixtures.

Therefore, it shall be the policy of the Board to:

- (For items that are not visible from the street) Allow owners to use their personal discretion when replacing lighting fixtures and door hardware;
- (For items that are visible from the street) Allow owners to use their personal discretion when replacing lighting fixtures and door hardware so long as they conform to the guidelines below.

Lighting Fixtures

In order to insure a general harmony of design while allowing some personal flexibility, all lighting fixtures that are visible from the street shall conform to the criteria shown in *Figure 1, Light Fixture Requirements*, next page.

Door Hardware

All front door hardware that is visible from the street shall be the same color, or very close to the same color, as the lighting fixtures.

Approvals Required for Variances

A number of alternate lighting fixtures and door handles have been replaced prior to the writing of this policy. These are grandfathered-in (are approved until the items are replaced again).

All new fixtures/hardware shall require Board pre-approval if they are in variance with the above guidelines.

(Signature approvals on file)

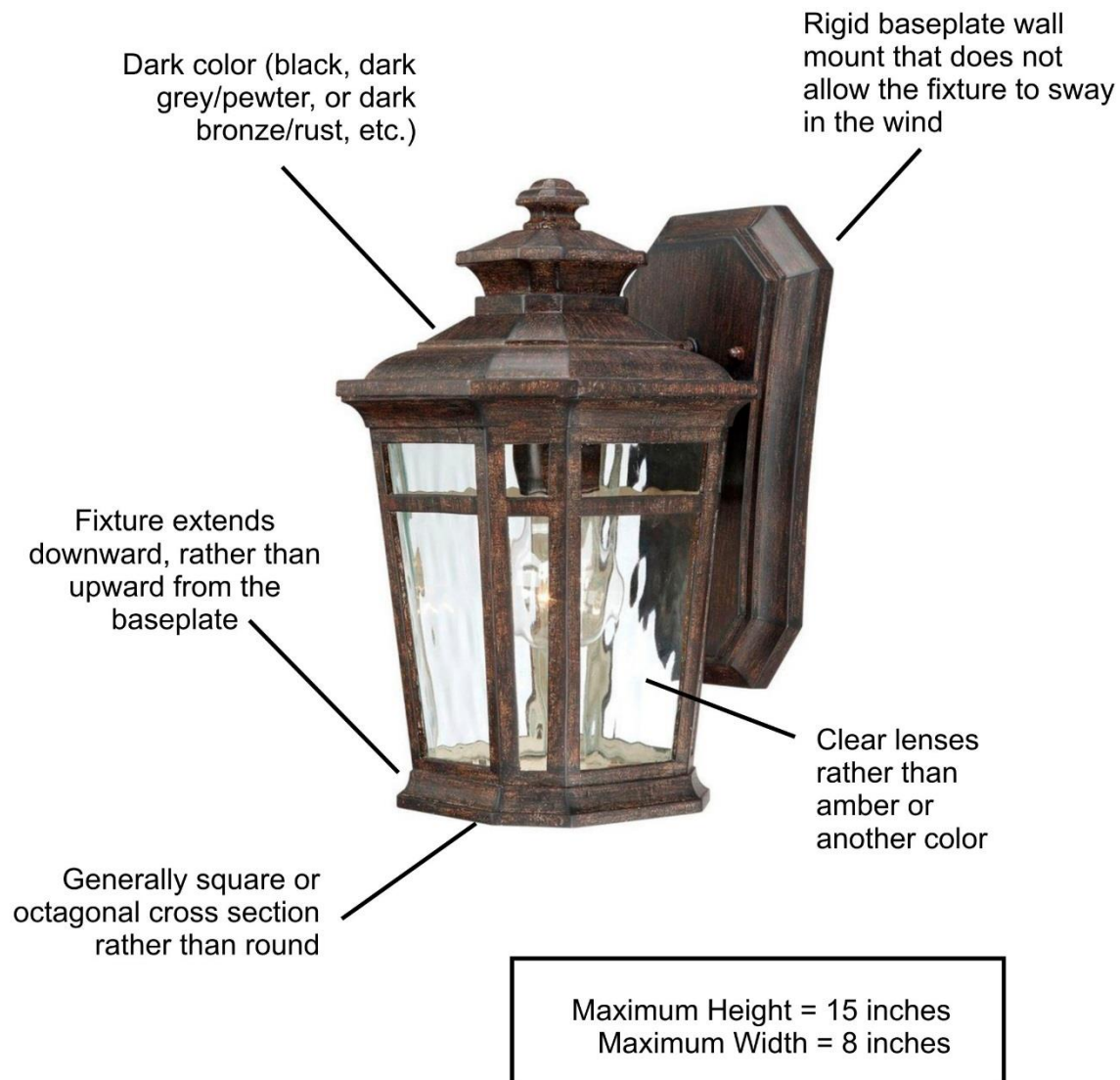


Figure 1. Light Fixture Requirements

(A Waterton 1-Light Dark Ridge Bronze Outdoor Wall Lantern, Model 2312, available from Home Depot, is shown for illustration purposes. There are other fixtures that meet the above criteria that are also acceptable.)

20. Website Policy

Policy Statement

Whereas, the Board desires to quickly and easily communicate important information about the subdivision and the Association's activities to homeowners, tenants, realtors, title companies, prospective buyers, and other interested outside parties;

Therefore, it shall be the policy of the Board to have and to regularly maintain a public access website that effectively lists said information.

Procedures

9. The design of the website and the selection of a web hosting company shall be at the Board's discretion.
10. The content of the website shall also be at the Board's discretion with the following exceptions:
 - (a) It shall not contain any personal information (phone number, physical or email address, social media contact information, etc.) of any homeowner or tenant without the expressed written consent of that person(s).
 - (b) It may contain broad financial information (e.g., total value of the Working Capital Fund or the Reserve Fund, etc.) but it shall not contain detailed financial breakdowns (e.g., detailed line-item spreadsheets). These shall remain available to all homeowners of record upon request.
 - (c) At the minimum, it shall contain the Association's Bylaws, Declaration, and Policies and Procedures so that all homeowners/tenants have easy access to them.
 - (d) When any of the legal documents in 2(c) shall change, the change(s) shall be posted to the website and all homeowners/tenants shall be notified of the change(s), both in a timely manner.
11. Excepting the requirement in 3(d) above the Board is encouraged, but not required, to make changes to other elements of the website as they occur; but, at the minimum, the website shall be reviewed and updated at least yearly.

(Signature approvals on file)

Paint and Stain Specs (Rev. 081024)

Policy Statement

One of the primary reasons for incorporation of the subdivision as a condominium community was to ensure the consistency of its visual appearance for the common enjoyment of all owners. The Association is responsible for replacing or repairing damaged roofing and for maintenance painting/staining of the exterior of individual units and it is dedicated to doing so in a consistent manner.

Certain other elements are the homeowner's responsibility and it is equally important that they be maintained in a consistent manner. Therefore, it shall be the policy of the Board to maintain a list of approved paint and stain colors for homeowner reference.

Exterior Paint

There may be some instances where it is the homeowner's responsibility to do exterior painting. Examples include when replacing a front door or garage door(s), adding a screen door, or when replacing damaged windows. In these and similar cases it shall be the homeowner's responsibility to either purchase products that match the existing paint specification or paint the item using the following, approved, paint colors:

ESTES PARK ACE HARDWARE
SMITH PAINTING
Custom Color

ACE

Name: CEDAR RIDGE GARAGE DOORS
Job:

Formulations using 320 and-or 330 bases,
Ounces Shots

	AXXN	1	
160A340	B	6	163
Gallon	C	2	51
6/24/2017	D	7	357
9:29:58 AM	KX	1	

Old standard color: Use this for touch-up of items with existing paint.

PARK SUPPLY CO.
(970) 586-1730
DENSE FOREST
Custom Color Match Rev: 06/22/2017
Mixed On: 06/22/2017
Mixed For: CEDAR RIDGE (TRIM)

W096 - 4X (Gallon)

Y3	1x	16.0000
S1	5x	27.7500
W1	0x	26.0000
G1	3x	26.2500

Calculated match quality may not be accurately predicted

New standard color for/after 2017: Use this (same color but with a semi-gloss finish for greater UV protection) when painting new or replacement items.

Decks and Patios

The Association is responsible for staining the exterior of each unit, stopping at the unit's exterior walls. It is the homeowner's responsibility to stain items that fall outside the unit's footprint. Most commonly this includes decks, patios, steps and gates but may include other items. The following is the currently approved stain color (1 gallon and 5 gallon sizes):



Approvals Required for Variances

Occasionally, it will not be possible to match these exact paint or stain colors—when buying a pre-painted window assembly, for example. In those cases it is the homeowner’s responsibility to obtain Board approval before proceeding.

PASSED BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS ON THE 10th DAY OF August, 2024

And attested to by:

(Signature Copies on File)

Garage Doors

Background and Policy Statement

One of the primary reasons for incorporation of the subdivision as a condominium community was to ensure the consistency of its visual appearance (Section 9.3 of the Declarations). Notwithstanding this requirement, it is recognized that certain architectural standards change over time. At the time the subdivision was built the prevailing standard was for garage door windows (a.k.a., *lights*) that were on the second row of the door panels. Since that time the prevailing standard is for windows to be placed along the top row of the panels. Doors having the old configuration may involve special ordering costs or delivery delays.

Therefore, it shall be the policy of the Board to allow homeowners to choose either the top-panel or second-panel window configuration as long as the other original design elements are adhered to.

Retained Design Elements (see Figure 1)

- New doors shall have the same “Traditional Raised Panel” design (4x4 = 16 panels) as the current doors and shall have four of the panels replaced with clear glass. These shall have not ornamental inserts attached.
- They shall have the same shadow lines* and texture (typically referred to as “woodgrain”) as the current doors.
- They shall be painted according to the approved paint color (see 21. *Paint and Stain Specs*).

Homeowner’s Responsibilities

Painting. It is the homeowner’s responsibility to ensure that new doors are painted the approved color in a timely manner (see Board Approval below). It is recommended that they coordinate new door installation to coincide with the regular rotation of house staining and garage door painting by the Association’s contractor. In this case the Association will pay for the painting. If this is not possible then the Homeowner shall bear the cost for the initial painting.

It is recommended that the homeowner choose a color that is close to the approved color (options vary widely according to manufacturer) so as to blend in with the community until they are re-painted. At the minimum, it is recommended that a dark color be chosen so that subsequent damage such as chips or scratches will be less visible.

Wind Rating. The Estes Park Municipal Code requires garage doors to be wind-rated on new-construction-only as of this writing. It is the homeowner’s responsibility to confirm, at the time of purchase, that new doors do not need to be wind-rated before installation. It is not required, but is highly recommended, that any new doors be Risk-II (R-II) rated. Any wind damage claim that our insurance carrier denies due to the installation of improper doors may have to be paid for by the homeowner.

Board Approval

No formal Board approval is required if all of the items in this document are adhered to. It is the homeowner's responsibility to obtain Board approval, before installation of the doors, for any requested variance(s). If it is anticipated that new doors cannot be painted within one month following installation, then this shall constitute a variance that the homeowner must apply for.

PASSED BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS ON THE 14th DAY OF August,
2018

And attested to by:

(signature on file)

Roy Marlow, Association President

Figure 1. Required Design Elements and Options



*Shadow Lines, also known as Pencil Lines are horizontal grooves that are both structural and cosmetic. They are used to help increase the bending stiffness of doors that have steel panels on the exterior-only. Doors having both exterior and interior steel panels may or may not have these grooves. If possible, owners should choose doors having these grooves. If this is not possible then doors without these grooves are an approved variance to the common-look standard.