

Andover Glen Homeowners Association Policies and Procedures

Revised February 19, 2025

Terms:

AGHA=Andover Glen Homeowners Association

AGHA Board=The Board

AGHA website: www.andoverglen.org

ACC=Architectural Change Committee ACR=Architectural Change Request CCIOA=Colorado Common Interest Ownership Act

Policy or Policies=Any Rules, Regulations, Restrictions, Resolutions, Guidelines, Procedures and Policies adopted by the AGHA Board, as may be amended or repealed from time to time.

Electronic and digital communication= Includes but not limited to: email, phone calls, video conferencing, instant messaging like SMS and web chats, blogs, podcasts, and videos.

A. General

AGHA intends to fulfill all requirements of CCIOA and other legislative actions.

B. Architectural Change Requests

1. General Guidelines

- a. All changes must conform to the AGHA Covenants.
- b. All architectural changes must comply with all applicable City of Aurora Codes.
- c. Approval by the ACC or the AGHA Board of a request does not in any way imply compliance to City of Aurora Codes.
- d. As required by HB21-1229:

AGHA shall allow the installation of renewable energy generation devices (e.g., solar panels) subject to reasonable aesthetic guidelines by requiring approval or denial of a completed application within 60 days and requiring approval if imposition of the aesthetic guidelines would result in more than a 10% reduction in efficiency or a 10% increase in price.

AGHA may regulate but not prohibit in the backyard area of a lot nonvegetative turf grass (also known as artificial turf) among the types of drought-tolerant landscaping materials.

2. An ACC shall be formed consisting of five AGHA homeowners whose dues are current. Only one individual from any household may be on the committee. The ACC shall be chaired by the Board member responsible for architectural control activities.
3. The ACC chairman is the designated recipient of ACR forms. Request forms are available on the

AGHA website or from the ACC chairman. ACR forms shall include the name and address of the requesting homeowner, as well as a complete, detailed description of the project, including drawings and samples of materials as appropriate. The forms shall also include the anticipated start and completion date of the project.

a. Under no circumstances can work be started before written approval is received. If work is started prior to approval, the homeowner shall be considered to be in noncompliance with the Andover Glen Covenants, initiating the Covenant Noncompliance Process.

b. Requests must be submitted according to the following timetable:

(1) Minor landscaping changes:

Fifteen days prior to start date for minor changes such as painting, roofing, minor landscaping, siding, windows, rear decks and patios, and concrete edging.

(2) Major landscaping changes:

Forty-five days prior to start date for major changes in landscaping, exterior additions, and large concrete projects such as sidewalks, driveways and front patios.

c. If these submission deadlines are not met, neither the ACC nor the AGHA Board can guarantee that a request be properly considered to meet the anticipated start date.

d. Under no circumstances can a project begin without ACC approval.

4. The Secretary shall record and maintain a file of the ACR forms.

5. In the case of minor change requests, a majority of the ACC must approve each minor request. Minor change requests shall be responded to in writing or by email within seven days of submission to the ACC chairman.

6. In the case of major change requests, the ACC shall consult with the entire AGHA Board, shall notify adjacent property owners, and may consult experts if necessary to render a fair decision. A simple majority (51%) of the Board shall be required to approve a major change request. The Board shall respond in writing or by email to a major change request within twenty-one days of submission to the ACC chairman. The results of the Board's decision shall become part of the minutes of the concurrent or next regularly scheduled Board meeting or if a special Board meeting was held to consider the request.

7. If a request is denied by the ACC or the Board, the homeowner may submit an amended ACR, and the ACC shall respond in writing or by email to the amended request within twenty-one days of submission.

8. If an amended request is denied, the homeowner may appeal the decision to the AGHA Board. A notification of appeal must be made in writing or by email to the Board Secretary within ten days of receipt of denial. The Board shall hold a hearing within fifteen days of receipt of the Notification of Appeal. A written or emailed Notice of Hearing shall be given to all parties ten days prior to the hearing. The appealing homeowner is required to attend the hearing.

9. The Board President shall conduct the hearing beginning with a reading of the original or amended ACR and a summation of why the change was denied. The appealing homeowner shall then be offered the chance to state why the proposed change should be allowed. The homeowner may call upon the testimony of experts or other AGHA homeowners as desired. The Board shall render a decision in

writing or by email within ten days based on all relevant testimony and compliance with the AGHA Covenants.

C. Review of AGHA's financial records

1. AGHA's accounting records shall be kept on a cash basis.
2. AGHA's accounting records shall be kept using generally accepted accounting principles (GAAP)
3. A review shall be conducted at least once every two years, or if requested by one-third of homeowners as required by CCIOA-Colo. Rev. Stat. § 38-33.3-303. The review shall be performed by an individual who has a basic understanding of accounting due to prior business experience, education above the high school level, or bona fide home study.
4. An AGHA homeowner may not perform the review or audit.
5. Results of the review shall be provided to homeowners within thirty days of completion.

D. Collection of Assessments Policy

1. Due Dates. The annual common expense Assessments, as determined by the AGHA Board and as allowed for in the Declaration and Colorado law, shall be due and payable annually on or before the first (1st) day of July. Special Assessments, individual purpose Assessments and reimbursement Assessments, if any, may be assessed or made from time to time by AGHA in accordance with the Declaration and are due and payable as determined by the AGHA Board. All Assessments or other charges not paid to AGHA when due shall be considered past due and delinquent.
2. Late Fees and Interest. Any Assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per year, due and payable immediately, without notice, in the manner provided for payment of Assessments.
3. Return Check Charges. A twenty-dollar (\$20.00) fee 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. Notwithstanding this provision, AGHA shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner of the property for which payment was tendered to AGHA. If two or more of an Owner's checks are returned unpaid by the bank within any twelve (12) month period, AGHA 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.
4. Attorneys' Fees and Collection Costs on Delinquent Accounts. Subject to any limitations imposed by Colorado law, AGHA shall be entitled to recover from an Owner its reasonable attorneys' fees and collection costs, including any costs of collection charged by AGHA's management company, incurred in the collection of Assessments or other charges due, whether or not a lawsuit has been initiated against the Owner. AGHA shall be entitled to recover its post-judgment and appellate attorneys' fees and costs incurred from an Owner.

5. No Offsets. No Owner may be exempt from liability for payment of any Assessment or other charge for any reason, including but not limited to, the abandonment of the property against which the Assessment or charge is made. All Assessments shall be payable in the amounts specified and no offsets or reduction shall be permitted for any reason including, without limitation, any claim that AGHA or the AGHA Board is not properly exercising its duties and powers under the Declaration.

6. Application of Payments Made to AGHA. If an Owner owes both unpaid Assessments and unpaid fines, fees, or other charges and makes a payment to AGHA, AGHA shall apply the payment first to the Assessments owed and any remaining amount to the fines, fees, or other charges owed. AGHA has the discretion to return any payment containing a restrictive endorsement or directing application of payments contrary to this provision.

7. Offer of Repayment Plan. In its Notice of Delinquency, described in section 8, below, and subject to the following requirements and conditions, AGHA shall offer a repayment plan to any Owner and make a good faith effort to coordinate a repayment plan with the Owner:

- a. The repayment plan must allow the Owner the right to pay off the delinquency in monthly installments over a period of up to eighteen (18) months;
- b. The Owner may choose the amount to be paid each month of the repayment plan, so long as each payment is in an amount of at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00);
- c. 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;
- d. No repayment plan need be offered if the Owner does not occupy the Unit and has acquired the Unit as a result of:
 - i. A default of a security interest encumbering the Unit; or,
 - ii. Foreclosure of AGHA's lien;
- e. AGHA is not required to offer a repayment plan or negotiate such a plan with an Owner who has previously entered into a payment plan with AGHA;
- f. The Owner's failure to remit payment of at least three (3) monthly installments of an agreed-upon installment within fifteen (15) days of the due date, or to remain current with regular Assessments as they come due during the period of the repayment plan, constitutes a failure to comply with the terms of the repayment plan; and,
- g. AGHA may pursue legal action against the Owner if the Owner fails to comply with the terms of the repayment plan.

8. Notice of Delinquency. After an installment of an Assessment or other charge owed to AGHA becomes delinquent, and before AGHA turns the delinquent account over to a collection agency or

refers it to AGHA's attorney for legal action, AGHA shall cause a Notice of Delinquency to be sent to the Owner who is delinquent in payment. The Notice of Delinquency shall specify the following:

- a. a description of the steps AGHA must take before it may take legal action against the Owner, including a description of AGHA's cure process for covenant violations as specified in its policy governing enforcement;
- b. a description of what legal actions AGHA may take against the Owner, including a description of the types of matters AGHA or Owner may take to small claims court, including injunctive matters for which AGHA seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of AGHA;
- c. the total amount due, with an accounting of how the amount was determined;
- d. whether the total amount due concerns unpaid Assessments; unpaid fines, fees, or charges; or both;
- e. whether the delinquency concerns unpaid Assessments that may lead to foreclosure;
- f. whether an opportunity to enter into a repayment plan exists and the instructions for contacting AGHA or its manager to enter into such a repayment plan;
- g. the name and contact information for the person the Owner may contact to request a copy of the Owner's ledger in order to verify the amount owed;
- h. that action is required to cure the delinquency and the specific action required to cure the default; and
- i. that failure to cure the delinquency within thirty (30) days may result in the delinquent account being turned over to a collection agency or AGHA's attorney, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's Unit, or other remedies available under Colorado law.

The Notice of Delinquency shall be in substantially the following form:

NOTICE OF DELINQUENCY

[DATE]

THIS NOTICE OF DELINQUENCY HAS BEEN:

- (1) SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED; **AND**
- (2) SENT VIA REGULAR U.S. MAIL TO THE UNIT OR AN ALTERNATE ADDRESS; **AND**
- (3) BY **TWO** OF THE FOLLOWING METHODS:

- (a) SENT VIA TEXT MESSAGE TO THE CELL NUMBER ON FILE;
- (b) SENT VIA E-MAIL TO THE ADDRESS ON FILE;
- (c) TELEPHONE CALL (INCLUDING LEAVING A VOICEMAIL, IF AVAILABLE) TO THE NUMBER

ON FILE.

[HOMEOWNER NAME(S)]
[UNIT ADDRESS OR ALTERNATE ADDRESS]

Dear [HOMEOWNER],

Please note that your account is currently delinquent. The total amount due is \$_____. The enclosed account ledger contains an accounting of how the total amount was determined. The total amount due concerns [CHECK AS APPLICABLE]:

- Unpaid Assessments
- Unpaid fines, fees, or charges
- Both

The delinquency [DOES/DOES NOT] concern unpaid Assessments that may lead to foreclosure.

If you have any questions pertaining to the enclosed ledger or would like to verify the amount due, you may contact [NAME OF CONTACT PERSON] at [CONTACT INFO].

Offer of Repayment Plan: [CHECK ONE]

You are not eligible to enter into a Repayment Plan because you previously entered into a Repayment Plan or you are not occupying the property and have acquired the property as a result of (a) a default of a security interest encumbering the property or (b) foreclosure of the Association's lien.

You are eligible to enter into a Repayment Plan to pay off your delinquent balance in monthly installments over a period of up to eighteen (18) months. You may choose the amount to be paid each month of the Repayment Plan, 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). You may elect to pay the remaining balance owed under the Repayment Plan at any time during the duration of the Repayment Plan. If you fail to pay at least three (3) monthly installments of the Repayment Plan within fifteen (15) days of the due date, or if you fail to remain current with regular Assessments as they come due during the period of the Repayment Plan, you will be in default of the Repayment Plan and the Association may pursue legal action against you.

If you desire to enter into a Repayment Plan, please contact [NAME OF CONTACT PERSON] at [CONTACT INFO] within thirty (30) days.

Required Action:

You must pay the total amount due in full or, if you are eligible, contact the Association to enter into a Repayment Plan within thirty (30) days to cure the delinquency. If you fail to do so, the Association may take any one or more of the following actions: cause a lien to be filed against your property; file a lawsuit against you in Small Claims Court, County Court, or District Court to obtain a personal judgment; request the appointment of a receiver; file a foreclosure against your property.

If the delinquency concerns fines, fees, or charges relating to Covenant Violations, the Association must follow the procedures set forth in the Association's Enforcement Policy prior to taking legal

action against you. The Association may file a lawsuit against you in Small Claims Court, County Court, or District Court to obtain injunctive relief to obtain an order requiring you to comply with the Association's governing documents.

ACTION IS REQUIRED TO CURE THIS DELINQUENCY AND FAILURE TO DO SO WITHIN THIRTY (30) DAYS MAY RESULT IN YOUR DELINQUENT ACCOUNT BEING REFERRED TO THE ASSOCIATION'S ATTORNEY, A LAWSUIT BEING FILED AGAINST YOU, THE RECORDING AND FORECLOSURE OF A LIEN AGAINST THE UNIT, OR OTHER REMEDIES AVAILABLE UNDER COLORADO LAW.

Sincerely,

Andover Glen Homeowners Association, Inc.

AGHA may send additional notices to the Owner, either before or after the Notice of Delinquency set forth in this section, for as long as amounts remain past due on the Owner's account. However, AGHA is only required to send one (1) Notice of Delinquency as provided for in this section. The Notice of Delinquency shall be sent by certified mail, return receipt requested, and by U.S. regular mail to the property address unless the Owner has given notice, in writing, to AGHA of an alternate address. AGHA shall also send the Notice of Delinquency by two of the following means: text message to a cellular number AGHA has on file because the Owner or designated contact has provided the number to AGHA; by electronic mail to an e-mail address that AGHA has on file because the Owner or designated contact has provided the address to AGHA; and/or by telephone call (including leaving a voicemail message, if available) to a telephone number AGHA has on file because the Owner or designated contact has provided the number to AGHA. If known and available to AGHA, AGHA may consider any phone number or email address used by an owner in any transaction or correspondence related to the owner's property within AGHA as contact information provided to AGHA. AGHA may charge the Owner an amount not to exceed the actual cost of the certified mail.

9. Balance Letter. On a monthly basis and by First-Class Mail and e-mail, if AGHA has the Owner's e-mail address, AGHA shall send each Owner who has any outstanding balance owed to AGHA an itemized list of all Assessments, fines, fees, and charges that the Owner owes to AGHA ("Balance Letter"). ***If AGHA has incurred, or will incur, attorneys' fees and costs that have not yet been billed to AGHA and added to the Owner's account, the Balance Letter shall indicate that the outstanding balance may not include all charges that have been or will be incurred and does not constitute a payoff.***

10. Notices. Except as otherwise provided herein, any notices shall be mailed to the Owner via regular U.S. mail at the property address unless the Owner has given notice, in writing, to AGHA of an alternate address. AGHA shall send the Notice of Delinquency, Balance Letter, and all other notices to the Owner in English and in any other language the Owner designates in a writing that the Owner mails to AGHA by certified United States mail, return receipt requested. In addition, AGHA shall mail the Notice of Delinquency, Balance Letter, and all other notices in English to any contact person the Owner designates in a writing that the Owner mails to AGHA by certified United States mail, return receipt requested.

11. Liens. If payment in full of any Assessment or other charge is not received by the deadline stated in the Notice of Delinquency, AGHA may cause a notice of lien to be filed against the property. The lien shall include Assessments, fees, charges, late charges, attorneys' fees, fines, interest, and other charges pursuant to C.R.S. § 38-33.3-316(1).

12. Referral of Delinquent Accounts. After the deadline stated in the Notice of Delinquency has expired, AGHA may, but shall not be required to, refer the delinquent account to its attorney or a collection agency for collection. An account may only be referred to an attorney or a collection agency if a majority of the AGHA Board votes to refer the matter in a recorded vote at a meeting conducted pursuant to C.R.S. § 38-33.3-308(4)(e). Upon referral to the 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. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the AGHA Board or AGHA's managing agent, the attorney shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and *ex parte* appointment of a receiver of the Owner's property.

13. Foreclosure of Lien. Notwithstanding any provision of this policy to the contrary, and subject to any additional requirements imposed by Colorado law, AGHA may only foreclose the lien if it has complied with all statutory prerequisites and:

- a. The balance of the Assessments and charges secured by the lien equals or exceeds six (6) months' worth of regular Assessments based on the periodic budget adopted by AGHA;
- b. The AGHA Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Unit on an individual basis; and
- c. The lien does not consist only of fines that AGHA has assessed against the Owner, and/or collection costs or attorneys' fees that AGHA has incurred and that are only associated with fines.

AGHA may commence a legal action and/or an action to initiate a foreclosure proceeding as provided herein against any Owner that fails to accept a repayment plan within thirty (30) days of the Notice of Delinquency. AGHA may also commence a legal action and/or an action to initiate a foreclosure proceeding as provided herein against any Owner that accepts a repayment plan and fails to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due without further notice.

14. Waivers. Nothing in this policy shall require AGHA to take specific action(s) other than as set forth herein and to notify Owners of the adoption of this policy. AGHA has the option and right to continue to evaluate each delinquency on a case-by-case basis. AGHA may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Any such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing AGHA granting the relief and the conditions of the relief. In addition, AGHA is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained

herein, as AGHA may determine appropriate under the circumstances, except as may be prohibited by Colorado law.

15. Order of Remedies. Subject to the restrictions contained in the “Foreclosure of Lien” section above, AGHA may pursue any actions or remedies including, but not limited to, actions for personal judgment, foreclosure, or receivership (on an *ex parte* basis or otherwise and for purposes of collecting the lien balance coming due to AGHA both pre-judgment and post-judgment in any judicial proceeding), to collect amounts owed in any order.

E. Investment of Reserve Funds Policy

The AGHA Board shall strive to protect and ensure the safety of the assets and capital improvements of AGHA and those volunteers who participate in the investment process and to further provide guidance to those who offer investment services to AGHA, including brokers/dealers, banks, consultants, savings institutions, and custodians. The following investment policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal investment management of AGHA’s reserve funds. This policy does not set forth: (1) the minimum reserve fund balance required of AGHA; (2) any mandate for an annual reserve fund study; or (3) the tax consequences of the investment options contained herein.

1. Investment Objectives. All funds which are held for capital expenditures as a part of the reserve fund shall be deposited and invested by AGHA in accordance with Colorado Revised Statutes and resolutions enacted by the AGHA Board in a manner to accomplish the following objectives:

A. Safety of Funds: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital, with the objective of mitigating credit risk and interest rate risk.

i. Credit Risk: AGHA will minimize credit risk, the risk of loss due to the failure of the financial institution, by:

- a. Limiting investments to the safest types of investments as provided for herein;
- b. Pre-qualifying the financial institutions, brokers/dealers, and advisors with which AGHA does business; and
- c. Subject to the limitations herein, diversifying the investment portfolio so that potential losses on individual investments will be minimized.

ii. Interest Rate Risk: AGHA will minimize the risk of the market value of investments in the portfolio due to changes in general interest rates by:

- a. Structuring the investment portfolio so that investments mature sufficiently close to cash requirements for ongoing operations, thereby minimizing the potential need to sell investments prior to maturity; and

b. Investing all funds primarily in short- to intermediate-term investments.

- B. Liquidity of Funds: The investment portfolio shall remain sufficiently liquid to meet all planned reserve fund expenditures for the following fiscal year. To ensure that adequate reserve funds are available to pay AGHA's reserve expenditures, annual reserve fund investments shall reasonably match the planned reserve fund expenditures for the following fiscal year.
- C. Types of Investments: The reserve fund portfolio shall consist largely of Money Market Accounts and/or Certificates of Deposit.
- D. Yield: Subject to the restrictions on the types of investments, AGHA's portfolio shall earn a competitive market rate of return on available funds throughout budgetary and economic cycles. In meeting this objective, AGHA, through the AGHA Board, will take into account AGHA's investment risk, constraints, and cash flow needs.

2. Delegation of Authority. Responsibility for conducting investment transactions for AGHA resides with the Treasurer. The President of the AGHA Board will be considered an authorized person to assist the Treasurer in performing investment management, cash management, or treasury functions. Persons authorized to transact investment business for AGHA are limited to these two officers. The Treasurer will provide a copy of this investment policy to all AGHA's investment service providers. Owners will receive a copy of this investment policy from the Treasurer upon request. The Treasurer may engage the support services of outside professionals, subject to the availability of budgeted funds and approval from the AGHA Board. The AGHA Board shall provide a copy of this policy to the newly elected Treasurer at the assumption of office.

3. Ineligible Investments and Transactions. AGHA shall not invest in the following asset classes:

- A. Individual stocks;
- B. Equity mutual funds, domestic or foreign;
- C. Mutual funds consisting of bonds or mortgages and or derivatives;
- D. Options on equity, debt or commodities;
- E. Floating rate securities; and
- F. Investment in a single institution in excess of FDIC insurance limits.

4. Selection of Banks and Credit Unions as Depositories and Providers of General Banking Services. Banks, savings institutions and credit unions shall be approved by written resolution by the AGHA Board to provide depository and other banking services for AGHA. To be eligible for authorization, a bank and savings institution must be domiciled in the United States and be a member of the FDIC. To be eligible for authorization, a credit union must be domiciled in the United States and accounts must be insured by the National Credit Union Share Insurance Fund (NCUSIF). Banks, saving institutions and credit unions failing to meet the minimum criteria outlined in this paragraph, or, in the judgment of the Treasurer or AGHA Board, no longer offering adequate safety to the AGHA funds, shall be unauthorized to provide depository and other banking services for AGHA.

5. Reporting. On an annual basis, an investment report shall be prepared and submitted by the Treasurer or an outside advisor, who will provide such report to the AGHA Board in a timely manner, listing the reserve fund investments held by AGHA and the current market valuation of the investments. The report shall include a summary of investment earnings during the prior fiscal year. The AGHA Board shall make available to requesting Members a listing on an itemized basis as to amount, type and rate of return, of the instruments, funds and accounts in which AGHA funds are invested or deposited.

6. Policy Revisions. The AGHA Board shall review this reserve fund investment policy periodically and may amend the policy as conditions warrant. The Treasurer may recommend amendments to this policy as necessary.

G. Reserve Studies Policy:

AGHA is not required to maintain, repair, replace or improve property or improvements, therefore, it is not required to obtain or prepare a reserve study or establish a plan for funding a reserve account.

H. AGHA Board Expense Payment and Reimbursement Policy

a. Board members shall not receive compensation for any services rendered to the AGHA, per the AGHA Bylaws.

b. Board members may be reimbursed for actual expenses incurred in the performance of their duties, per the AGHA Bylaws. Board members seeking reimbursement for expenses shall prepare and sign a Request for Payment Form with receipts attached.

I. Payment of Bills, Invoices and Requests for Payment

a. Policy:

- i. Payments shall be made with an invoice or a request for payment form.
- ii. Payments shall not be made by email request.
- iii. Three board members shall be signatures on all AGHA financial accounts.
- iv. Two signatures are required to sign all checks.

b. Procedure:

- i. The person receiving the invoice or the person who has knowledge of the transaction shall review the invoice and sign it with the words "okay to pay."
- ii. A request for payment shall be completed and the invoice and/or receipts shall be attached to it. If there is a question regarding the invoice or request for payment, verify by calling, not emailing, the person requesting payment.
- iii. Signators shall ensure the invoice is signed and the amount on the invoice and the request form are the same.
- iv. Signators shall verify that the transaction relates to an approved AGHA expenditure.
- v. All financial transaction documentation shall be retained permanently.
- vi. All financial transaction information shall be entered into the accounting system.

c. The outgoing AGHA treasurer shall provide training for the incoming treasurer and be available

during a transition period.

J. Posting of Financial Documents:

- a. On AGHA website:
 - i. Approved budgets: July1-June 30
 - ii. P&L Statement: Final, July1-June 30
- b. Monthly notification sent to homeowners with the board meeting agenda:
 - i. Previous month's P&L statement

K. Handling of AGHA Board Member conflicts of interest

The AGHA Board adopts the following policy and procedure to be followed when a Board member has a conflict of interest to ensure proper disclosure of the conflict and voting procedures:

1. General Duty. The AGHA Board 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 the properties in the community. All AGHA Board members shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to, AGHA. All AGHA Board members shall avoid conflicts of interest and conflicting interest transactions in their dealings with and representation of AGHA and shall avoid the appearance of impropriety in those dealings.
2. Definitions.
 - a. "Conflict of interest" means circumstances under which an AGHA Board member may be unduly influenced in his or her decision-making process in favor of or against any particular action.
 - b. "Conflicting interest transaction" means any contract, transaction, or other financial relationship between AGHA and an AGHA Board member, or between AGHA and a party related to an AGHA Board member, or between AGHA and an entity in which an AGHA Board member is a director or officer or has a financial interest.
 - c. "Party related to an AGHA Board member" means a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the AGHA Board member or a party related to an AGHA Board member has a beneficial interest, or an entity in which a party related to an AGHA Board member is a director, officer, or has a financial interest.

Unless otherwise defined in this policy, capitalized terms herein shall have the same meaning as in AGHA's Declaration, Articles of Incorporation, or Bylaws.

3. No Loans to Board Members. No loans shall be made by AGHA to any AGHA Board members or officers. Any AGHA Board member or officer who assents to or participates in the making of such a loan shall be personally liable to AGHA for the amount of the loan until repayment thereof.

4. Disclosure of Conflict of Interest or Conflicting Interest Transaction. At the commencement of any AGHA Board meeting, the AGHA Board shall afford an opportunity to all AGHA Board members to declare whether they have any conflicts of interest in any matter affecting AGHA that has not previously been disclosed. In advance of entering into a conflicting interest transaction, the interested AGHA Board member shall declare at an open meeting of the AGHA Board, that a contract, transaction, or other financial relationship being contemplated or discussed by the AGHA Board may constitute a conflicting interest transaction with such AGHA Board member, and the interested AGHA Board member shall describe in detail all of the particular facts of the conflicting interest transaction and the conflict of interest giving rise thereto. If an AGHA Board member other than the interested AGHA Board member, in good faith, believes that the interested AGHA Board member has a conflict of interest, or that the contract, transaction or other financial relationship being contemplated or discussed might constitute a conflicting interest transaction, then such other AGHA Board member may disclose the facts upon which such belief is formed, and the remainder of the AGHA Board, not including the interested AGHA Board member, shall make a good faith determination as to whether a conflict of interest or conflicting interest transaction exists.

5. Action Upon Disclosure. After the interested AGHA Board member makes such a declaration, or the remainder of the AGHA Board determines that a conflict of interest or a conflicting interest transaction exists, the interested AGHA Board member may be counted as present for purposes of establishing a quorum of the AGHA Board, but the interested AGHA Board member shall not participate in a discussion of the matter giving rise to the conflict of interest or conflicting interest transaction, nor shall the interested AGHA Board member vote on the issue giving rise to the conflict of interest or the conflicting interest transaction.

6. Validity of Action. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by an Owner or by or in the right of AGHA, solely because: (a) the conflicting interest transaction involves an AGHA Board member or a party related to a Board member or an entity in which the AGHA Board member is a director or officer or has a financial interest, or (b) the AGHA Board member is present at or participates in the AGHA Board meeting or committee meeting that authorizes, approves, or ratifies the conflicting interest transaction, or (c) the AGHA Board member's vote is counted for such purpose if:

- a. The material facts as to the AGHA Board member's relationship to and/or interest in and as to the conflicting interest transaction are disclosed and/or are known to the AGHA Board or the committee, and the AGHA Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or
- b. The material facts as to the AGHA Board member's relationship to and/or interest in and as to the conflicting interest transaction are disclosed and/or are known to the AGHA Board members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the AGHA Board members entitled to vote thereon; or,
- c. The conflicting interest transaction is fair to AGHA.

7. Periodic Review. The AGHA Board shall review this policy annually and revise if deemed necessary in its discretion.

L. Enforcement of covenants and Policies, including notice and hearing procedures and the schedule of fines

I. General Provisions

1. Power. The AGHA Board has the authority to hear and make decisions regarding alleged violations and written complaints filed with the AGHA Board and impose fines or other sanctions pursuant to this policy. The AGHA Board may determine enforcement action on a case-by-case basis in the exercise of its reasonable business judgment and consistent with the law, and take other actions as it may deem necessary and appropriate to assure compliance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Andover Glen, as amended ("Declaration"), AGHA's Articles of Incorporation, Bylaws, and Policies (collectively the "Documents") promulgated thereunder and to further the Documents' purposes.

2. Other Enforcement Remedies. These enforcement procedures may be in addition to other specific remedies outlined in the Documents. AGHA is not required to follow these enforcement procedures before seeking remedies that do not include the levying of fines or bringing legal action against an Owner. AGHA may seek assistance with towing and from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

3. Responsibility for Actions of Tenant or Guest. Owners are responsible for the actions of their tenants and guests. If an Owner's tenant or guest violates the Documents and a fine is imposed, the fine shall be assessed against that Owner.

4. Reporting Violations. An Owner may report a violation of the Documents by filing a written complaint with AGHA's Board or community association manager. In addition to acting upon a complaint by an Owner, the AGHA Board or community association manager, upon their own discovery of an alleged violation of the Documents, may initiate these enforcement procedures upon a reasonable determination that a violation has been committed. All complaints shall be maintained with AGHA's records relating to the Unit associated with the complaint but are not records that AGHA must produce under C.R.S. § 38-33.3-317. The written complaint by an Owner reporting a violation shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location, and persons involved. While AGHA will not accept anonymous complaints, AGHA is not obligated to disclose the identity of the complaining party unless otherwise required by law.

5. Impartial Decision-Maker. AGHA shall rely upon an impartial decision maker for all decisions concerning potential violations. An impartial decision maker is a person or group of persons who do(es) not have any direct personal or financial interest in the outcome. A decision maker will not be deemed to have a personal or financial interest in the outcome, if the outcome will not cause the decision maker any greater benefit or detriment than the community's general membership.

6. General Notice Requirements. If AGHA determines that a Unit Owner or someone acting through them has violated the Documents, AGHA shall send the Unit Owner a Health & Safety Notice, as described in section 10, below, or a Notice of Violation, as described in section 15, below. All notices must be in English and in any language the Unit Owner ("Respondent") has indicated a preference for pursuant to C.R.S. § 38-33.3-209.5(1.7)(a)(1). In addition, all notices must include (a) the details of the complaint, or include a copy of the complaint; (b) the action or actions that may be taken by AGHA in response to the alleged violation, including the interval upon which fines may be imposed if the violation is continuing in nature and the time after which AGHA may commence legal action to obtain compliance; (c) the action or actions required to cure the alleged violation; (d) the Respondent's right to be heard, either orally or in writing; and (d) the process to request and schedule an in-person hearing.
7. Additional Notices. AGHA may send additional notices to the Respondent, either before or after the notices specifically set forth in this policy.
8. Confirmation of Cure. Once the Respondent cures a violation, AGHA shall notify the Respondent that the Respondent will not be further fined with respect to that specific violation and of any outstanding fine balance that the Respondent owes to AGHA.

II. Health and Safety Violations

9. Definition. Health and safety violations are those violations that have the potential to affect a person's mental or physical condition and circumstances likely to cause danger, risk, or injury to people, pets, or property. These violations may include but are not limited to: noise violations; fire hazards; hoarding; infestations of insects, mice, rats, or other vermin; short-term rental violations; parking violations; structural, electrical, or plumbing alterations; harassment; and violations of local, state, or federal law intended to protect public health and safety.
10. Notice of Health & Safety Violation. If AGHA reasonably determines that a health and safety violation has occurred, it shall send a notice ("Health & Safety Notice") to the Respondent that meets the requirements set forth in section 6, above, and demands the Respondent cure the violation within 72 hours of receiving the Health & Safety Notice or face fines, legal action, or both. The Health & Safety Notice shall also state that if the Respondent fails to cure the violation within the initial 72-hour compliance window, AGHA may then assess fines for the ongoing violation every other day. If possible, AGHA shall send the Health & Safety Notice to the Respondent by email, to the email address provided by Respondent to AGHA. If Respondent has not provided AGHA with an email address, AGHA shall send the Health & Safety Notice by regular U.S. Mail, and may also send it by certified mail, return receipt requested, or by posting it at the Unit. The Health & Safety Notice shall include the fine schedule set forth in section 12, below. In addition, the Health & Safety Notice shall inform the Respondent that they may appeal any fine by submitting a written request for a hearing within 14 days of the date AGHA issues the Health & Safety Notice.
11. Inspection. AGHA shall inspect to see whether the Respondent has cured the health and safety violation as soon as practicable after the 72-hour cure period has passed. If the Respondent

has failed to cure the violation, AGHA may impose fines on the Respondent in accordance with section 12, below.

12. Fines for Health & Safety Violations. If the Respondent fails to cure a health and safety violation within 72 hours of receiving the Health & Safety Notice, AGHA may fine the Respondent as frequently as every other day for ongoing or repeated violations according to the following fine schedule:

<u>Fines for Discrete Violations</u>	<u>Fine Amount</u>
First Violation	\$500.00
Second Violation	\$750.00
Third & Subsequent Violations	\$1,000.00

13. Request for Hearing. Respondents may request a hearing regarding any fine for a health and safety violation by submitting a written request to AGHA within 14 days of the date AGHA issues the Health & Safety Notice or assesses a fine for the violation assigned in the Health and Safety Notice. The hearing shall comply with the procedures set forth in section 21, below.

14. Commencement of Legal Action. If AGHA determines that Respondent has failed to cure a health and safety violation within the 72-hour cure period, AGHA may commence legal action in accordance with section 23, below.

III. Regular Violations

15. Notice of Violation. If AGHA reasonably determines that a violation of the Documents has occurred, and it is not a health and safety violation as defined above in section 9, AGHA shall send a notice to the Respondent ("Notice of Violation") that meets the requirements set forth in section 6, above, as well as this section. AGHA shall send the Notice of Violation by certified mail, return receipt requested, as well as by prepaid, first-class United States mail, addressed to the Respondent's mailing address appearing on AGHA's records. AGHA may also send the Notice of Violation to any electronic mail address on file with AGHA and provided by the Respondent. The Notice of Violation shall advise the Respondent that they have 30 days to cure the violation ("First Cure Period") which commence on the date AGHA issues the Notice of Violation and shall further provide for a second consecutive 30-day cure period ("Second Cure Period") in the event the violation is not cured within the First Cure Period.

The Notice of Violation shall include the fine schedule set forth in section 18, below, and inform the Respondent that if they fail to cure the violation within the First Cure Period or Second Cure Period, AGHA will assess one or more fine(s) in accordance with the schedule.

Further, the Notice of Violation shall inform the Respondent that if they cure the violation within the First Cure Period or Second Cure Period, they may provide AGHA with written notice of the cure ("Notice of Cure") and that if the Notice of Cure includes visual evidence that the violation has been cured, the violation is deemed cured as of the date the Respondent sends the notice.

Finally, the Notice of Violation shall inform the Respondent that they may submit a written request for an in-person hearing within 14 days of the date AGHA sends the Notice of Violation or assesses a fine for the violation described in the Notice of Violation.

16. Notice of Cure. If the Respondent cures the violation within any Cure Period, the Respondent may send AGHA a written Notice of Cure. If the Respondent includes visual evidence that they have cured the violation, the violation is deemed cured on the date the Respondent sends the notice. If the Respondent does not provide visual evidence with their Notice of Cure, AGHA shall inspect for compliance as soon as practicable after receiving the Notice of Cure.

17. Inspection. AGHA shall inspect Respondent's property within seven days after expiration of each Cure Period and shall notify the Respondent if the violation remains uncured and whether any fine has been assessed. If a violation has not been cured within the First Cure Period or Second Cure Period, regardless of any notice provided or hearing requested by the Respondent, AGHA may assess a fine as provided in this Policy.

18. Fines for Regular Violation. Fines may be levied by the AGHA Board or the impartial decision maker for regular violations of the Documents as follows:

<u>Fines for Discrete Violations</u>	<u>Fine Amount</u>
First violation (first Notice of Violation)	\$50.00
Second violation (second Notice of Violation)	\$200.00
Third violation (third Notice of Violation)	\$250.00

19. Request for Hearing. Respondents may request a hearing to appeal any fine for a regular violation by submitting a written request to AGHA within 14 days of the date AGHA issues the Notice of Violation or assesses a fine for the violation described in the Notice of Violation. The hearing shall comply with the procedures set forth in section 21, below.

20. Commencement of Legal Action. If AGHA determines that Respondent has failed to cure a regular violation within the Second Cure Period, AGHA may commence legal action in accordance with section 23, below.

IV. Hearing Procedure

21. Hearing to Appeal Fines. If a Respondent timely requests a hearing regarding a fine, AGHA shall schedule a hearing and provide the Respondent with written notice of date and time at least 7 days in advance. The AGHA Board may grant continuances for good cause. Each hearing shall be held by the AGHA Board or another impartial decision maker appointed by the AGHA Board. The AGHA Board or the impartial decision maker may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit it to reach a just decision. The Respondent is required to attend the hearing and may present relevant evidence. If the Respondent fails to attend the hearing, Respondent will be deemed to have waived their right to appeal the fine(s) in question and AGHA shall not be required to provide Respondent with any

further notice regarding such fines. Any interested party may present relevant evidence at the hearing. Any decision by the AGHA Board or the impartial decision maker shall be fair and reasonable taking into consideration all the relevant facts and circumstances.

22. Decision on Fine Hearing. The AGHA Board or other impartial decision maker shall render its decision on whether to rescind the fine(s) in question based on the information contained in the complaint, evidence presented at the hearing (if any), and the Respondent's written response (if any), and considering all the relevant facts and circumstances. If the AGHA Board does not inform the Respondent of its decision at the time of the hearing, the AGHA Board will provide a written notice of the decision to the Respondent's address of record via regular U.S. mail within five (5) business days after the decision is made.

V. Commencement of Legal Action

23. Commencement of Legal Action. AGHA is not required to impose fines before seeking to enforce the Documents by taking legal action, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief, damages, or both. However, AGHA shall not commence legal action for a health and safety violation until it has confirmed, through inspection, that the Respondent has failed to cure the violation within 72 hours of receiving the Health & Safety Notice. Similarly, AGHA shall not commence legal action against the Respondent for a regular violation until AGHA has confirmed, through inspection, that Respondent has failed to cure the violation before the end of the Second Cure Period.

24. Liability for Attorney's Fees, Costs, and Damages. AGHA shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by AGHA in connection with any enforcement action, including any proceeding or correspondence under this Policy. If a violation involves damage to AGHA property, AGHA may charge the Respondent for the costs of repair or replacement.

25. Lien. Fines imposed pursuant to this Policy shall become an Assessment imposed against the record Owner's real estate and enforceable as provided in the Declaration; fines are part of AGHA's lien but are not subject to a foreclosure action.

VI. Alternative Remedies

26. Suspension of Privileges. In addition to levying fines, and without limiting AGHA's remedies under the Documents, the AGHA Board may suspend membership privileges, which may include, but shall not be limited to, suspension of access to AGHA amenities and suspension of voting privileges, and impose other sanctions in accordance with the Documents and applicable Colorado law. AGHA is not required to follow the procedures set forth in this Policy to suspend membership privileges and instead may follow other procedures specified in the Documents for such suspension. If the Documents do not specify procedures for suspension of privileges or state conditions for when procedures are automatically suspended, AGHA shall provide reasonable notice and opportunity for a hearing prior to the suspension of privileges. The AGHA Board may revoke or suspend the violator's privileges for a period of time equal to the duration of the

violation and for up to 60 days thereafter, unless such violation is a continuing violation, in which case such suspension may continue for as long as such violation continues and for up to 60 days thereafter. However, nothing in this section shall require notice and an opportunity for the suspension of voting privileges if the Documents do not require a hearing.

27. Owner-to-Owner Enforcement. Individual Owners have the right to enforce the Documents against other Owners and are not bound by the procedural and notice requirements imposed on AGHA by C.R.S. § 38-33.3-209.5. Consequently, certain types of violations may be best handled through Owner-to-Owner legal action.

28. Governmental Enforcement. If a violation of the Documents also constitutes a violation of local, state, or federal law, AGHA may request that the applicable governmental entity enforce that law.

VII. Miscellaneous

29. Waiver. AGHA's failure to enforce any provision of this policy is never a waiver of the right to do so thereafter.

30. Communications. Any Owner may provide AGHA with written notice of any additional designated contact for correspondence and notices, as well as any language other than English that the Owner prefers for correspondence and notices by Certified Mail, Return Receipt Requested, and electronic mail to the address used by AGHA for receipt of complaints. The Owner is responsible for all costs incurred by AGHA in providing notices and translations as provided herein.

M. Vehicles and parking of boats, trailers, RV's

1. The Board recognizes that homeowners may need to park such vehicles temporarily for setup, cleaning, repair, etc. However, such vehicles shall be considered in violation of covenants (Article VIII) if they are parked continuously on the site longer than seventy-two hours.
2. Each homeowner is limited to a maximum six days total per any calendar month and twelve days total per calendar year considered collectively for the temporary parking of boats, trailers, or RVs. Exceeding these maximums shall be considered a violation of AGHA Covenants.
3. A homeowner may ask for a time limit variance from the board due to extenuating circumstances.
4. Covenant enforcement policy regarding covenant items covered by Aurora City Code: The Board recommends that homeowners first contact the City of Aurora directly regarding such violations.

N. Covenant interpretations – Signs and Flags

1. The Colorado Legislature recently enacted House Bill 21-1310, which states that, as a matter of public policy, associations may not prohibit the display of signs and flags within individual units and on individually-owned property, but allows for content-neutral restrictions.
2. AGHA desires and intends to adopt reasonable restrictions and regulations governing the display of flags and signs within the community and consistent with HB 21-1310, which shall be binding on all

owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns, and shall supersede any previously adopted Policies on the same subject matter.

3. In accordance with Colorado law, AGHA will not prohibit or regulate the display of flags or signs on the basis of their subject matter, message, or content.
4. Flags. In accordance with Colorado law, AGHA does not prohibit or regulate the display of flags on the basis of their subject matter, message, or content.
 - a. Location. Flags may be displayed on property wholly-owned by the Owner, in a window of the residence, or in the yard. If not displayed in a window, flags may only be mounted on a flag holder affixed to the residence. No other flagpoles are allowed without ACC approval.
 - b. Quantity. No more than one flag may be displayed on any Lot at any time.
 - c. Dimensions. Flags may be no larger than 3' x 5'.
 - d. Flags must be professionally designed and/or lettered.
5. Signs. In accordance with Colorado law, AGHA does not prohibit or regulate the display of signs on the basis of their subject matter, message, or content.
 - a. Location. Signs may be displayed on property wholly-owned by the Owner or in a window of a Home.
 - b. Quantity. No more than one sign per Lot may be displayed at any given time.
 - c. Dimensions. Signs may be no larger than 18" x 24".
 - d. Signs must be professionally designed and lettered.
6. Common Areas. No flags or signs of any kind may be placed on the Common Areas without prior authorization from AGHA.

O. Covenant interpretations – Vehicles

1. Commercial vehicles are defined as those with a Gross Vehicle Weight of greater than 10,000 pounds, and are not allowed by the covenants.
2. Emergency vehicles less than 10,000 pounds are not considered commercial vehicles, and therefore may be parked in driveways or streets if required by a homeowner's employer, per SB100. Emergency vehicles include police cars and ambulances.
3. No motor vehicles of any kind are allowed in the park, except as necessary for AGHA purposes.

P. Covenant Change Procedures

1. Any homeowner wishing to pursue a change to the AGHA Declaration and Agreement Establishing Protective Covenants shall first contact the Board President to request that a presentation from him/her be added to the agenda for the next regularly scheduled Board Meeting.
2. A Survey of Interest, found on the AGHA website, shall be completed by the party bringing the issue before the Board and brought to a regularly scheduled board meeting.
3. The Survey of Interest must reference the current portion of the Declaration of Covenants to which the change is being sought and also show the approximate wording of the proposed change. A paragraph shall be included in the Survey of Interest stating the reasoning behind the requested change.
4. The Survey of Interest shall be signed by the Board President and Secretary before it is circulated as a way of indicating to the homeowners that the Board is aware of the proposed change. Their signatures are not an endorsement of the proposed change.
5. The Survey of Interest shall then be circulated among the homeowners for signatures. Twenty-five homeowners (one signature per address) must sign the Survey of Interest before it is returned to the Board for further action.
6. Upon return of the signed Survey of Interest to the Board, the Board shall engage the services of the AGHA attorney to write a formal Amendment Change in the proper legal format.
7. The formal Amendment Change document shall then be presented to all AGHA homeowners for signature either in person by the person(s) proposing the change or by mail from the Secretary. Per the Declaration of Covenants and SB100, 67% of the homeowners must approve the Amendment Change in order for it to be filed with the Arapahoe County Clerk and Recorder and become effective. Upon receipt of the required number of Owner votes, the Amendment Change document shall be filed with Arapahoe County by the Secretary.
8. The homeowner signature copies shall be retained by the Secretary.

Q. Retention of Association Records Policy

1. Scope. To establish a uniform and systematic policy for retention, storage, and disposal of records of the AGHA, as defined under C.R.S. §38-33.3-317, and other AGHA documents (collectively, "Records")
2. Records Retention Philosophy. Through its operation, AGHA generates and receives numerous Records. Some of these Records should be kept permanently, and others should be kept for varying periods of time. Establishing a policy for Records retention and disposal permits AGHA to minimize its storage costs as well as the inconvenience of maintaining a large collection of Records and assuring that important records and documents are available when needed.
3. The retention periods below are the minimum periods for retention of Records.
4. AGHA shall keep all Records such that they can be retrieved upon not more than three business days' notice.
5. Any Records not required to be permanently kept under the schedule may be disposed of by destruction in a manner determined by the AGHA Board, so long as such manner of destruction

preserves the Records’ confidentiality. Such methods may include shredding, incineration, or pulverization. Electronic files/Records must be destroyed by secure erasure of the electronic data from all storage devices. No Records, electronic or otherwise, may be erased or destroyed without the Board’s prior written consent.

6. If litigation is reasonably anticipated or imminent, or if the Association receives notification from its own legal counsel or opposing legal counsel of a “litigation hold”, all Records related to the matter of the dispute must be held and not disposed of, until such litigation is resolved or concluded, and all appeals periods have expired. At the conclusion of the litigation, the “hold” period will end, and the time periods set forth below will recommence.
7. Records maintained by the Association’s legal counsel are not subject to this Policy.
8. This Policy shall not supersede or alter the Records required to be kept pursuant to, or any of the other provisions set forth in, the Association’s Records Inspection Policy adopted pursuant to C.R.S. § 38-33.3-209.5.
9. The following types of Records shall be kept for the periods specified:

RECORD	RETENTION PERIOD
ASSOCIATION DOCUMENTS	
Ownership/Ownership records	Permanent
Governing Documents (including exhibits and schedules):	Permanent
* Declaration of Covenants and Restrictions and any amendments, supplements and addenda;	
* deeds, easements, plats, maps, construction, warranty, leasehold improvement, and other real property records and purchase documentation;	
* articles of incorporation and amendments;	
* bylaws and amendments;	
* board policies and resolutions;	
* Policies;	
* architectural guidelines and amendments;	
* reserve studies	
* business licenses	
* Mortgages, patents, trademarks, and bid proposals	
Superseded Governing Documents	3 years after superseded by new document
Minutes of all meetings of the Owners	Permanent
Minutes of all meetings of the Board	Permanent
Minutes of all meetings of Committees	Permanent
All actions taken by Owners or the board without a meeting and related email communications	Permanent
General e-mail discussions that do not result in any decision made outside of a meeting	1 year
All actions taken by a committee of the AGHA Board	Permanent

All waivers of notice of meetings of Owners and of the AGHA Board or any committee of the AGHA Board	Permanent
Architectural plans and related Records of AGHA Board or committee actions	Permanent
Proxies and ballots for document amendments	Permanent
Proxies and ballots for elections	3 years after election, action, or vote
Written communications with Owners generally as Owners, including meeting or other notices sent via e-mail, facsimile and regular mail	3 years
Correspondence from legal counsel	Permanent
Periodic Reports filed with the Secretary of State	1 year
Lease payment records	Term plus 4 years
FINANCIAL RECORDS	
Accounts payable and receivable records	7 years
Expense records	7 years
Bank Statements, canceled items, reconciliations	7 years
Certificates and receipts of deposit	7 years

- a. Permanent Retention: Minutes of all Board and Homeowner Meetings shall be retained. All actions taken by the Board or homeowners by written ballot, instead of holding a meeting shall be included in the minutes of the succeeding board meeting. These minutes shall be stored by the secretary at his or her home in paper or digital files.
 - b. Minutes of all Board and Homeowner Meetings shall be posted on the AGHA website for a minimum of three years.
 - c. The Articles of Incorporation, the Declaration of Protective Covenants, and Bylaws shall be posted on the AGHA website.
 - d. All written communications by the AGHA Board of Directors to homeowners shall be maintained by the Board Secretary at his or her home for a minimum of three years.
 - e. All financial audits or reviews conducted in the last three years shall be maintained by the Secretary at his or her home.
 - f. A record of all homeowners names, addresses, and contact numbers (if provided) shall be maintained by a Board member. A Directory of Homeowners shall be provided to each homeowner annually.
- R. Inspection and copying of AGHA records by homeowners

The following shall be the sole records of the AGHA for purposes of document retention and production to Owners:

- a. Detailed records of receipts and expenditures affecting the operation and administration of AGHA;
- b. Records of claims for construction defects and amounts received pursuant to settlement of those claims;

- c. Minutes of all meetings of its Owners and AGHA Board, a record of all actions taken by the Owners or AGHA Board without a meeting, and a record of all actions taken by any committee of the AGHA Board;
- d. Written communications among, and the votes cast by, AGHA Board members that are:
 - i. Directly related to an action taken by the AGHA Board without a meeting pursuant to C.R.S. § 7-128-202; or
 - ii. Directly related to an action taken by the AGHA Board without a meeting pursuant to AGHA's bylaws;
- e. The names of Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which AGHA communicates with them, showing the number of votes each Owner is entitled to vote;
- f. AGHA's current Declaration, Covenants, Bylaws, Articles of Incorporation, Policies, responsible governance policies adopted pursuant to C.R.S. § 38-33.3-209.5, and other policies adopted by the AGHA Board;
- g. Annual financial statements and most recently published financial statements, if any, showing in reasonable detail its assets and liabilities and results of its operations for the past three years and tax returns of AGHA for the past seven years, to the extent available;
- h. A list of the names, electronic mail addresses, and physical mailing addresses of its current AGHA Board members and officers;
- i. A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by AGHA in connection with the purchase or sale of a Unit and are not paid for through Assessments, including transfer fees, record change fees, and the charge for a status letter or statement of Assessments due;
- j. All documents included in the AGHA's annual disclosures made pursuant to C.R.S. § 38-33.3-209.4;
- k. AGHA's most recent annual report delivered to the Secretary of State;
- l. Financial records sufficiently detailed to enable AGHA to comply with C.R.S. § 38-33.3-316(8) concerning statements of unpaid assessments;
- m. AGHA's most recent reserve study, if any;
- n. Current written contracts to which AGHA is a party and contracts for work performed for AGHA within the immediately preceding two years;
- o. Records of AGHA Board or committee actions to approve or deny any requests for design or architectural approval from Owners;

- p. Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;
 - q. Resolutions adopted by the AGHA Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
 - r. All written communications within the past three years to all Owners generally as Owners;
 - s. AGHA's operating budget for the current fiscal year; and
 - t. A list of all AGHA insurance policies, including, but not limited to, property, general liability, AGHA director and officer professional liability, and fidelity policies, which list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.
10. Request for Records. All records maintained by AGHA shall be available for examination and copying (including electronic transmission if available) by an Owner or the Owner's authorized agent. Any Owner or authorized agent requesting records must submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents. Records may be inspected and copied between 9 AM and 4 PM, Monday through Friday, except for holidays, at the offices of the AGHA Secretary. Notwithstanding the above, at the AGHA Board's discretion, all records may also be inspected at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the inspection request has been received. Any permitted inspection must not disrupt the ordinary business activities of AGHA or its managing agent, if any.
11. Charges for Records. AGHA may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of AGHA records, which may include the cost or recovery and re-storage of off-site records. The charge may not exceed the estimated cost of production and reproduction of the records, including the costs of copying, mailing, and any necessary special processing. Unless otherwise provided in a resolution by the AGHA Board, or in the management agreement for AGHA, if any, the pertinent parts of which shall be attached to the policy, AGHA will charge twenty-five cents (\$0.25) per page for copies, including electronic scans, of 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. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.
12. Purpose of Records Request. AGHA may not condition the production of records upon the statement of a "proper purpose," except that AGHA records and the information contained therein shall not be used for any commercial purpose.
13. Membership Lists. A membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner without the prior consent of the AGHA

Board. Without limiting the foregoing sentence, without the consent of the AGHA Board, a membership list, or any part thereof, may not be (a) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by AGHA; (b) used for any commercial purpose; or (c) sold to or purchased by any person.

14. Records That Will Be Withheld. AGHA is not obligated to provide certain records to all Owners. Unless otherwise determined by the AGHA Board, records maintained by AGHA will be withheld from inspection and copying to the extent that they are or concern:
- a. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
 - b. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
 - c. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including but not limited to confidential litigation files and matters covering consultation with legal counsel concerning disputes that are subject of pending or imminent court proceedings or are privileged or confidential between attorney and client;
 - d. Disclosure of information in violation of law;
 - e. Files dealing with investigative proceedings concerning possible or actual criminal misconduct;
 - f. Records of an executive session;
 - g. Individual Lots other than those of the requesting Owner;
 - h. Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the AGHA Board; or
 - i. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
15. Records That Must Be Withheld. Records maintained by AGHA are not subject to inspection and copying, and shall be withheld, to the extent that they are or concern:
- a. Personnel, salary, or medical records relating to specific individuals; or
 - b. Personal identification and account information of members and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers. However, if a member or resident provides AGHA with prior written consent, either by electronic mail or other writing, to the disclosure of either their telephone numbers or electronic mail addresses, or both, AGHA may publish that information to other members and residents. The written consent must be kept as a record of AGHA and remains valid until the person withdraws it by providing AGHA with a written notice of withdrawal of the consent. If a person withdraws his or her

consent, AGHA is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal.

16. AGHA Board's Discretionary Rights. At the discretion of the AGHA Board, certain records may only be inspected in the presence of an AHGA Board member. No records may be removed from AGHA's principal office without the express written consent of the AGHA Board. If an Owner requests to inspect records, AGHA may photocopy and provide the requested records to the Owner in lieu of the Owner's inspection of the records, if consented to and paid for by the Owner.
17. Commercial Purpose. AGHA records and the information contained therein shall not be used for commercial purposes.
18. No Obligation to Create Documents. AGHA is not obligated to compile or synthesize information in its records. If AGHA agrees to compile or produce information or documents not identified in this policy as an AGHA record, AGHA may charge additional fees to the requesting Owner to cover the actual expenses associated with such compilation or production.
19. Damages. AGHA reserves the right to pursue any individual for damages or injunctive relief or both, including reasonable attorneys' fees, for abuse of these rights, including, but not limited to, use of any records for a prohibited purpose.
20. Deviations. The AGHA Board or its agent may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.
21. Supersedes Prior Policy. This policy supersedes in its entirety any other policy previously adopted by the AGHA Board addressing the inspection and copying of AGHA records.

S. Conduct of Meetings

1. The AGHA Board seeks to establish a uniform and systematic protocol for conducting AGHA meetings, including Owners' meetings and AGHA Board meetings; to ensure equitable participation by Owners while permitting the AGHA Board to conduct the business of AGHA; and to memorialize the circumstances under which the AGHA Board may convene into executive session.
2. All AGHA meetings are open to every Member, or to any person designated by a Member in writing as the Member's representative, and Members or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings; except that at regular and special meetings of the AGHA Board, Members who are not Board members may only participate in deliberation and discussion as provided below.
3. AGHA Board Meetings. All regular and special meetings of the AGHA Board, or any committee of the AGHA Board, are open to attendance by all Owners, or to any person designated by an Owner in writing as the Owner's representative. Except as provided below, Owners who are not members of the AGHA Board may not participate in any deliberation or discussion unless and until expressly so authorized by a vote of the majority of a quorum of the AGHA Board.

4. Owners' Right to Speak at AGHA Board Meetings. At AGHA Board meetings, before the AGHA Board takes formal action on an item under discussion, the AGHA Board shall permit Owners, or their designated representatives, to speak. This is in addition to any other opportunities to speak that may be present on the agenda. The AGHA Board may place reasonable time restrictions on those persons speaking during any meeting. The AGHA Board shall permit a reasonable number of persons to speak on each side of an issue.
5. Agenda; Open Forum. All AGHA meetings, including committee meetings, meetings of the AGHA Board, and meetings of the Owners, may be conducted by wholly or partially electronic means as long as all parties participating may hear each other during the meeting, and in such case all parties participating are deemed present at the meeting. The President of the AGHA Board, and in his or her absence, the Vice President, shall chair all meetings. The agenda for all meetings shall follow the order of business specified by AGHA's Bylaws, and if none, in accordance with the order of business determined by the AGHA Board. The agenda for Owners' meetings may include an Owner Open Forum during which any Owner or Owner's designated representative who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this policy. The agenda for AGHA Board meetings may include an Owner Open Forum, subject, however, to the AGHA Board's right to dispense with or limit the Owner Open Forum at the AGHA Board's discretion.
6. Limits on Right to Speak During Open Forum. The AGHA Board shall have the right to determine the length of time of any Open Forum. The chair of the meeting may place reasonable limitations upon the time given to each Owner seeking to comment, to allow sufficient time for as many Owners as possible to comment within the time permitted. Unless otherwise determined by the chair, the time limit will be three minutes per Owner. The chair shall, to the best of his/her ability, allocate time to each Owner for comment so as to allow as many Owners as possible to speak within the time permitted. Each Owner will only be allowed to speak more than once during Open Forum at the discretion of the AGHA Board. No Owner may speak a second time until all Owners wishing to speak have had an opportunity to speak once.
7. Sign-Up Sheets. A sign-up sheet will be made available to Owners immediately prior to the meeting. Any Owner wishing to comment at the ensuing meeting may add his/her name to the sign-up sheet. Subject to the remaining provisions of this policy, Owners will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All Owners wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak, time permitting.
8. Attorney-Client Privileged Communications. Upon the final resolution of any matter for which the AGHA Board received legal advice or that concerned pending or contemplated litigation, the AGHA Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.
9. Recording of Meetings. Note taking is permitted. However, video or audio recording of all or any portion of any meeting by any Owner, or their designated representative, is prohibited.
10. Owner Conduct. No Owner is entitled to speak until recognized by the chair. There shall be no interruption of anyone who has been recognized by the chair except by the chair. Specific time limits

set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chair and not other individual participants. All comments are to be restricted to the agenda item being discussed. Courteous behavior is mandatory.

11. Curtailment of Owner Conduct. Should the chair determine that any Owner has spoken for the allocated amount of time or longer or determine that the Owner is in violation of the provisions of this policy, the chair shall have the authority to instruct that Owner to yield the floor, and that Owner will be obligated to comply with the chair's instruction.
12. Disruptive or Unruly Behavior. If an Owner refuses to stop talking after his/her allotted time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:
 - a. The chair will issue an oral warning that if the Owner continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, either the meeting will be adjourned and/or law enforcement/security will be called to remove the Owner.
 - b. If the Owner continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the chair will call a recess and speak directly to the Member, reiterating that either the meeting will be adjourned and/or law enforcement/security will be called to remove the Member.
 - c. If the Owner still refuses to cooperate, the chair may choose whether to adjourn the meeting to another time and/or to call law enforcement/security.
13. Executive Session. Notwithstanding any other provision in this policy, the AGHA Board or a committee thereof may hold an executive or closed door session and may restrict attendance to AGHA Board members and other persons specified by the AHGA Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of the Colorado Common Interest Ownership Act, as amended from time to time, or other applicable law. The matters to be discussed at such an executive session are limited to:
 - a. Matters pertaining to employees of AGHA or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of AGHA;
 - 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. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

- e. 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; and/or,
- f. Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the AGHA Board members convene in executive session, the chair shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above. No Policies shall be adopted during an executive session. A Policy may be validly adopted only during a regular or special meeting or after the AGHA Board goes back into regular session following an executive session.

14. Miscellaneous.

- a. Waiver. AGHA's failure to enforce any provision of this policy shall in no event be deemed to be a waiver of the right to do so thereunder.

T. Annual Disclosure Policy

- a. The disclosure shall be available to all homeowners by posting the information to the AGHA website.
- b. The disclosure on the website shall include: the association's name, the name of any designated agent or management company, their physical address and telephone number, initial date of the recording of the declaration; and declaration's reception number or book and page where located.
- c. The disclosure on the website shall also include the following information required to be available within ninety days after the end of the fiscal year, June 30:
 - i. The AGHA operating budget for the current fiscal year.
 - ii. A list of the AGHA's current regular and special assessments.
 - iii. The AGHA's annual financial statements, including any money held in reserve for the preceding year.
 - iv. The results of any financial audit or review.
 - v. The AGHA's governing documents (Bylaws, Articles of Incorporation, and Declaration of Protective Covenants).
 - vi. Minutes of Board and Homeowner's Meetings for the fiscal year immediately preceding the disclosure.
 - vii. The AGHA's responsible governance policies adopted under SB100.
 - viii. A list of all AGHA insurance policies with insurance company names, policy limits, policy deductibles, additional named insured and expiration dates.

U. Policy for Seller Requests for Information as required to be provided to the buyer

- a. The AGHA shall use its best efforts to assist the seller in obtaining information by providing

information on the AGHA website, and/or dealing with other requests as received. Copies of records shall be provided at cost to the seller or buyer.

- b. As required by HB21-1229: AGHA shall provide to a homeowner upon request a list of the AGHA current fees chargeable upon sale of a home in the community.

V. Homeowner Education

- a. At least once a year, the AGHA shall provide education to homeowners which relates to the general operations of the AGHA and the rights and responsibilities of homeowners, the AGHA, and its Board members.
- b. This education may be provided as articles in the newsletter or postings to the website.

W. Board Member Education

- a. Board members must take educational classes as required by the State of Colorado. They are encouraged to take additional classes offered by the City of Aurora or classes offered by other educational institutions.
- b. The Board may reimburse board members for expenses incurred in attending educational classes and seminars, where the subject matter is specific to Colorado and makes reference to applicable sections of CCIOA.
- c. Approval of the Board shall be obtained in advance of the training if expenses will be incurred and reimbursement will be necessary.
- d. Board members shall provide proof of attendance and an agenda of the program to obtain reimbursement.

X. Homeowner insurance claims

- e. Any homeowner wishing to file a claim against one of AGHA's insurance policies as if they were a named insured should contact the President for assistance.
- f. Any homeowner has the right to file a claim as a named insured if the following conditions are met:
 - i. The homeowner must provide written notice to the Board regarding the subject matter of the claim.
 - ii. The Board has fifteen days to respond in writing or by email.
 - iii. If requested, the homeowner must allow the Board reasonable opportunity to inspect damages.
 - iv. The subject matter of the claim must be within the association's insurance responsibilities.

Y. **Legal cost allocation**

In the event that an Owner prevails in a legal action against the AGHA, that owner shall not be charged for any of the related costs. If necessary, a refund of 1/99 (the homeowners interest in the AGHA) of the cost shall be made to the homeowner.

Z. Alternative dispute resolution policy

1. C.R.S. 38-33.3-124, encourages common interest communities to adopt protocols that make use of mediation in resolving disputes between AGHA and one or more unit owners.
2. The AGHA Board seeks to provide a more efficient means of resolving disputes or claims involving AGHA and/or AGHA's governing documents and to reduce the costs and fees associated with dispute resolution.
3. Dispute Resolution Procedures. Except as otherwise provided in this policy, the following procedures will be followed in all disputes or claims involving AGHA and/or AGHA's governing documents.
 - a. Prior to proceeding with any claim, the party asserting the claim ("Claimant") shall give written notice of such claim to all opposing parties ("Respondent"), which notice shall state plainly and concisely:
 - i. The nature of the claim, including all persons involved and Respondent's role in the claim;
 - ii. The legal or contractual basis of the claim (i.e. the specific authority out of which the claim arises); and
 - iii. The specific relief and/or proposed remedy sought.
 - b. After the Respondent receives the notice of claim, the parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation. Such efforts may include inspections of the Claimant's or the Respondent's Lot for purposes of evaluating any alleged violation. Any party may be represented by attorneys and/or independent consultants to assist in the negotiations and to attend meetings.
 - c. If the parties do not resolve the claim through negotiations within sixty (60) days after submission of the claim to the Respondent, the Claimant shall have an additional sixty (60) days to submit the claim for mediation. In the event the parties are unable to agree on a mediator, a mediator shall be appointed upon application of either party to the District Court of Arapahoe County. In such event, the claim shall be deemed to be submitted upon filing the petition for appointment of the mediation.
 - d. If the Claimant fails to submit the claim to mediation within such time, or fails to appear at the mediation, the Claimant shall be deemed to have waived the claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such claim. However, nothing in this policy shall release or discharge Respondent from any liability to any person other than Claimant.
 - e. Any settlement of the claim through mediation shall be documented in writing by the mediator and signed by the parties. If a termination of the mediation occurs, the mediator shall issue a written statement advising that the parties are at an impasse.

- f. Unless otherwise agreed, each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all charges of the mediator.
 - g. Upon termination of mediation where no resolution is reached, if Claimant desires to pursue the claim, Claimant shall thereafter be entitled to file an action in any court having jurisdiction in Arapahoe County for final resolution of the claim.
 - h. In any action, the court shall award the substantially prevailing party its reasonable costs and attorneys' fees.
4. Exclusions. Unless all parties to the actions outlined below otherwise agree, the following disputes or claims shall not be subject to the provisions of this policy:
- a. An action by AGHA relating to the collection or enforcement of the obligation to pay assessments or other charges set forth in AGHA's governing documents; and
 - b. An action by AGHA to obtain a temporary restraining order or preliminary or permanent injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enjoin any immediate threat to persons or property; and
 - c. Any action between or among unit owners, which does not include AGHA as a party, if such action asserts a claim which would constitute a claim for relief independent of AGHA's governing documents; and
 - d. Any action in which any indispensable party is not AGHA, its officers, directors, or committee members, or a person subject to AGHA's governing documents, or their officers, directors, partners, members, employees and agents; and
 - e. Any action to enforce a settlement agreement made under the provisions of this policy.
5. Judicial Enforcement. If the parties agree to a resolution of any claim through negotiation or mediation in accordance with this policy, and any party thereafter fails to abide by the terms of such agreement, then any other party may file an action in court to enforce such agreement without the need to again comply with the procedures set forth in this policy. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties as the court may determine) all costs incurred in enforcing such agreement, including without limitation, reasonable attorney's fees and court costs.
6. Statute of Limitations. The Claimant need not follow the procedures set forth above, if the Claimant would be prejudiced by the running of or lapse of an applicable statute of limitation or statute of repose. In addition, no claim may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.
7. Interaction with Enforcement Policy. It is not the intent of this policy to supersede any of the provisions of the AGHA's Enforcement Policy. Nor is the intent of this policy to require AGHA to follow

the procedures set forth herein before having the ability to bring enforcement action or impose fines or other sanctions under the Enforcement Policy.

8. Waiver. AGHA's failure to enforce any provision of this policy shall in no event be deemed a waiver of the right to do so thereunder.

AA. Adoption and amendment of Policies

1. Pursuant to AGHA's governing documents and C.R.S. § 38-33.3-302, the authority to create, adopt, enforce, amend and repeal Policies lies with the AGHA Board. The AGHA Board may adopt certain Policies as may be necessary to facilitate the efficient operation of AGHA, including clarification of ambiguous provisions in other documents. The AGHA Board has the right, but not the obligation, prior to adopting any new Policies, to conduct an informational meeting of the owners and solicit their input regarding any new or existing Policies.
2. When the AGHA Board, in the exercise of its discretion, determines that a Policy should be adopted, amended or repealed, as appropriate, it shall do so at a meeting of the AGHA Board. At the meeting at which the AGHA Board intends to adopt the proposed Policy, at an appropriate time determined by the AGHA Board, but before the AGHA Board votes on the adoption of the Policy, members or their agents shall be permitted to speak regarding the Policy. If more than one person desires to address the Policy and there are opposing views, the AGHA Board shall provide for a reasonable number of persons to speak in favor of and against the Policy.
3. The AGHA Board shall then give notice of the adoption, amendment, or repeal of the Policy in writing by first class mail, postage prepaid, to each Owner at the address for notices to Owners as may be provided for in AGHA's Declaration or Bylaws, and shall publish the Policy by any reasonable means available, including but not limited to posting the Policy in the community or on its website, if any, by e-mail, mail, newsletter, or personal delivery. The Policy, along with all other Policies, shall be available for inspection and copying in accordance with AGHA's policy regarding inspection and copying of AGHA records.
4. Any Owner's failure to receive any Policy adopted by the AGHA Board is not a defense to any attempt by AGHA to enforce the Policy or to levy fines, expenses, or attorney's fees as a result of a violation of the Policy.
5. The Board shall provide at least fifteen days' notice of intent to adopt or amend Policies, at a Board Meeting by a posting in the newsletter and in the Minutes of Meetings posted to the website.
6. The Board shall provide at least fifteen days' notice of intent to amend the Bylaws at a Board Meeting by a posting in the newsletter and in the Minutes of Meetings posted to the website.

BB. Corporate Transparency Act

1. For purposes of CTA compliance, a "beneficial owner" is any individual (1) who directly or indirectly exercises "substantial control" over the Association, or (2) who directly or indirectly owns or controls

25 percent or more of the “ownership interests” of the Association. An individual has substantial control of the Association if they direct, determine, or exercise substantial influence over, important decisions the Association makes. Any member of the Board of Directors is deemed to exercise substantial control over the Association.

2. Within thirty (30) days after the change in any beneficial owner, the Secretary of the Board of Directors, or the Association’s professional manager, will update the Association’s Beneficial Ownership Information with the Federal Financial Crimes Enforcement Network (“FinCEN”). Beneficial owners must either provide their name, date of birth, residential address, and a copy of their driver’s license or passport to the person updating the Association’s Beneficial Ownership Information, or provide that person with the beneficial owner’s FinCEN ID Number.
3. An individual beneficial owner or company applicant's FinCEN ID Number can be reported instead of required information about that individual on the reporting company's Beneficial Ownership Information Report submitted to FinCEN. Any beneficial owner who does not wish to provide the Secretary or professional manager with the information required in paragraph 2, above, is required to obtain and provide to the Secretary or manager a FinCEN ID Number.
4. Any beneficial owner who fails to comply with the requirements to provide a FinCEN ID Number or other information as required by the CTA is deemed in violation of his or her duties to the Association. In the event this failure causes damages to the Association, the beneficial owner in violation may be held personally responsible for such damages, as determined by the complying members of the Board of Directors, whether or not such complying members constitute a quorum as provided by the Association’s Bylaws. All beneficial owners understand and acknowledge that criminal penalties may accrue due to a failure to comply with the CTA.

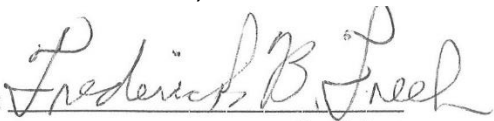
Approved, March 2006

Revised, March 2007

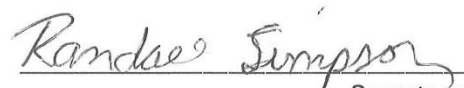
Revised, January 2022

Revised, February 2025

Andover Glen Homeowners Association, Inc.

By: 
President

These Policies and Procedures were adopted by the Board of Directors on the 19th day of February 2025, effective the 19th day of February 2025, and are attested to by the Secretary of Andover Glen Homeowners Association, Inc.


Secretary