

**CRYSTAL RIVER COUNTRY ESTATES
PROPERTY OWNERS ASSOCIATION
POLICIES & PROCEDURES**

	Policy	Date	Revised Date
i	Dispute Resolution Policy	06/30/2016	03/01/2023
ii	Adoption and Amendment of Policies, Procedures and Rules	06/30/2016	03/01/2023
iii	Regarding Board Member and Committee Member Conflicts of Interest	06/30/2016	03/01/2023
iv	Collection	06/30/2016	03/01/2023 11/22/2024
v	Conduct of Meetings	06/30/2016	03/01/2023
vi	Enforcement of the Covenants, Bylaws, Rules and Regulations, and Schedule of Fines	06/30/2016	03/01/2023
vii	Record Keeping, Inspection and Copying	06/30/2016	03/01/2023
viii	Reserve Funds and Reserve Studies	06/30/2016	03/01/2023
ix	Regarding the Keeping of Chickens	03/01/2023	

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
DISPUTE RESOLUTION POLICY

Adopted as of February 22, 2023

The following policy has been adopted by the Board of Directors ("Board") of the Crystal River Country Estates Property Owners Association ("Association") pursuant to Colorado statutes, for procedures for addressing dispute resolution between the Association and Members, or disputes between Members. This policy is not intended to supersede the Association's enforcement or collection policies.

1. Service of Notices of Claims. The Association or any Member having a claim ("Claimant") against the Association or another Member ("Respondent") shall notify the Respondent in writing of the complaint ("Claim"). Service of all notices required or permitted to be given hereunder shall be made by U.S. Mail, postage prepaid, addressed to the last registered address of Respondent as contained in the Association's records, or by e-mail at the e-mail address provided by the Respondent.

Any notice personally delivered or sent by e-mail shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

The Claim notice shall state the following:

- a) The nature of the Claim, including the date, time, location, persons involved and Respondent's role in the Claim;
 - b) The legal or contractual basis of the Claim (i.e., the provisions of the Declaration, Bylaws, Articles, Policies, Rules and Regulations, or other authority out of which the Claim arises);
 - c) What Claimant wants Respondent to do or not do to resolve the Claim; and
 - d) That Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
2. Negotiation/Duty to Confer. After the Respondent receives the Notice, the parties shall make every reasonable effort to meet and confer for the purpose of resolving the Claim by good faith negotiation. Such efforts may include inspections of the Claimant's or Respondent's Unit for purposes of evaluating any alleged violation. Any party may be represented by attorneys and independent consultants to assist in the negotiations and to attend meetings.
 3. Filing Claim with Board. A Claimant may file a copy of the Claim/ written complaint with the Board by providing notice as set forth in this Policy. The Board will investigate the Claim. Within thirty (30) days of receipt of Claim, the Board shall provide a written response to the Claimant concerning the Board's position on the Claim and, where possible, proposing a solution if different from the solution proposed by Claimant in the Claim notice.
 4. Board Meeting Within fifteen (15) days after receiving the Board's written response, if the Owner's complaint remains unresolved, the Owner may request to meet with the Respondent and

the Board to resolve the complaint. The Board shall hold the requested meeting within thirty (30) days. If the Board and the Claimant and Respondent are unable to resolve the dispute within one hundred twenty (120) days after the written complaint has been provided, either the Board or the Claimant or Respondent may request mediation.

5. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any Claim shall disclose such to the President of the Board prior to the investigation of the Claim and the Board member shall be disqualified from all proceedings with regard to the Claim. A Board Member shall be deemed to have a conflict of interest if the Board Member has a direct personal or financial interest in the outcome of the Claim. A Board Member will not be deemed to have a conflict if the Board Member will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to investigate a Claim, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the board.
6. Mediation. In the event of any dispute between a Claimant and the Respondent is not resolved by the procedures set forth in this policy within one hundred twenty (120) days, or for which a method, policy or procedure to address such dispute is not provided by the Covenants or Bylaws of the Association, the Claimant and the Respondent shall first submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. If the parties cannot agree on a mediator, each party shall appoint one mediator and the two selected mediators shall select a third mediator, who alone shall mediate the dispute. Mediation shall be held within sixty (60) calendar days of the date written notice requesting mediation is sent by one party to the other party. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty (30) calendar days from the date of the mediation. Except as otherwise provided in the Association's enforcement and collection policies or other governing documents, no litigation shall commence between parties without first following the dispute resolution procedures set forth herein.

SECRETARY'S CERTIFICATION:

The undersigned, being the Secretary of Crystal River County Estates Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board effective as of February 22, 2023, and in witness thereof, the undersigned has subscribed her name.

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
a Colorado non-profit corporation



Gracie Orf, Secretary

**CRYSTAL RIVER COUNTRY ESTATES PROEPRTY OWNERS ASSOCIATION POLICY AND PROCEDURE
ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES**

Adopted February 22, 2023


The following policy and procedure has been adopted by the Directors ("Board") Crystal River Country Estates Property Owners Association ("Association") pursuant to Colorado statutes, for adoption and amendment of policies, procedures and rules.

1. Adoption or amendment of any policy, procedure or rule shall be performed only at a meeting of the Board which is open to all Members/Owners or their representatives.
2. The Board shall place the proposed Rule on its meeting agenda prior to the next open meeting. Written notice of the agenda and the proposed rule shall be mailed to the Members of the Association per the notice procedure in the Bylaws. The Board shall allow an opportunity for the Members to comment on the proposed Rule.
3. The board shall consider the following criteria when adopting or amending a policy, procedure or rule:
 - A. Reasonableness and necessity;
 - B. Impact does not create separate groups of Members/Owners;
 - C. Clear and unambiguous;
 - D. Reasonably relates to the preservation, protection and enhancement of property values; and
 - E. Consistent with (i) the Association's Governing Documents; (ii) applicable federal and state statutes and case law; and (iii) local laws and ordinances.
4. Adoption or amendment of any policy, procedure, or rule and regulation requires an affirmative vote of a majority of members of the board members who are in attendance at the meeting.

SECRETARY'S CERTIFICATION:

The undersigned, being the Secretary of Crystal River County Estates Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing collection policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board effective as of February 22, and in witness thereof, the undersigned has subscribed her name.

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
a Colorado non-profit corporation.

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Gracie Orf, Secretary

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
POLICY AND PROCEDURE
REGARDING BOARD MEMBER AND COMMITTEE MEMBER CONFLICTS OF INTEREST

Adopted February 22, 2023

The following resolution has been adopted by the Directors ("Board") Crystal River Country Estates Property Owners Association ("Association") pursuant to Colorado statutes, at a meeting of the Board to establish a policy and procedure for handling conflicts of interest by Board members.

I. RECITALS

- A. The Board wishes to avoid self-dealing, actual or apparent, in its administration of the Association.
- B. The Board wishes to adopt requirements for members of the Board of Directors ("Board Members") and Committee Members ("Committee Members") in order to assure sound management of the Association.

NOW, THEREFORE, BE IT RESOLVED that the following shall apply:

II. Requirements Upon All Board Members and Committee Members.

- 1. All Board Members and Committee Members shall exercise their power and duties in good faith and in the interest of, and with utmost loyalty to the Association and owners. All Board Members and Committee Members shall comply with all lawful provisions of the Association's Governing Documents.
- 2. If any contract, decision, or other action taken by or on behalf of the Board of Directors would financially benefit any member of the Board of Directors or any person who is a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest, that member of the Board of Directors shall declare a conflict of interest for that issue.
- 3. Any duality of interest or possible conflict of interest on the part of any Board Members and Committee Members shall be disclosed to the other Board Members and Committee Members at the first meeting of the Board or Committee at which the interested Board Member or Committee Member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Board meeting or Committee meeting at which the disclosure of the conflict or possible conflict of interest is made.
- 4. The interested Board Member or Committee Member shall leave the meeting during any time when discussion of any topic related to the conflict or possible conflict of interest is conducted. The minutes of the meeting shall reflect that the interested Board Member or Committee Member did not participate in the discussion and left the meeting during the discussion.

5. Any Board Member or Committee Member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter. The minutes of the meeting shall reflect the abstention from voting and the reason for the abstention.
6. The foregoing requirements shall not be construed as preventing the interested Board Member or Committee Member from briefly stating his or her position in the matter nor from answering pertinent questions of other Board Members or Committee Members since his or her knowledge may be of great assistance.
7. Any breach or suspected breach of this resolution by a Board Member or Committee Member shall be brought to the attention of the Board Members for appropriate action.

SECRETARY'S CERTIFICATION;

The undersigned, being the Secretary of Crystal River County Estates Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board effective as of February 22, 2023, and in witness thereof, the undersigned has subscribed his name.

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
a Colorado non-profit corporation

A handwritten signature in cursive script that reads "Gracie Orf". The signature is written in black ink and is positioned above a horizontal line.

Gracie Orf, Secretary

**CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS' ASSOCIATION
COLLECTION POLICY AND PROCEDURE**

Effective Date: 11-22-2024

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

1. Due Dates, Late Charges, and Interest.

A. Due Dates. Monthly payments of the annual assessment are due and payable yearly on the date set by the Board. An Owner may request a payment plan of Regular Assessments within thirty (30) days from the date each yearly assessment notice is mailed or e-mailed. Such payment plan shall pay the entire Assessment within 6 months. Note that this payment plan is different than the payment plan required by the State of Colorado to be offered on delinquent accounts. Other assessments, fees, or charges are due and payable as set forth in the Association's notice. Payments will be deemed received on the date the payment is received in the Association's office or the Association's payment processor's office; provided, however, if the Owner's name or the Lot address for which payment is made is not identified on or with the payment, payment will not be deemed received until such time as the Owner and Lot to which payment should be credited are determined. Any payment not paid in full when due is past due and delinquent.

B. Late Fee or Charge. A late charge in the amount of \$50 will be imposed for any assessment, fine, or other charge not paid within 30 days of the due date without further notice to the Owner. The late charge is a personal obligation of the Owner and a lien on the Lot.

C. Interest. Interest at the rate of 8% per annum will accrue on any delinquent assessment, fine, or other charge from the due date without further notice to the Owner. Interest may be added to the Owner's account 30 days following the due date. Interest is a personal obligation of the Owner and a lien on the Lot.

D. Lien. Under Colorado law and the terms of the Declaration, there is a lien for any unpaid assessment. The Association reserves the right to record a notice of lien in the county records at any time after an assessment becomes delinquent. The Association delegates authority to the Association's attorney to sign and acknowledge the notice of assessment lien. This delegation may be withdrawn at any time by sending written notice to the Association's attorney of the withdrawal.

E. Administrative Expenses. Collection costs imposed by the Association or its managing agent for delinquent accounts will be the obligation of the Owner and may be posted to the Owner's account. Examples include, but are not limited to, the actual cost of certified mailings and costs to translate a notice to a language other than English.

2. Attorney's Fees and Collection Costs. The Association is entitled to recover its reasonable attorney's fees and collection costs incurred in collecting assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law.

3. Application of Payments. If an Owner who has both unpaid assessments and unpaid fines, fees, or other charges makes a payment to the Association, the Association will apply the payment first to assessments and any remaining amount of the payment to the fines, fees, or other charges owed.

4. Monthly Statements Required. On a monthly basis, the Association will send to each Owner who has any outstanding balance an itemized list of all assessments, fines, fees, and charges that the Owner owes to the Association (i.e., an account ledger). The monthly statement will be sent by first-class mail to the Owner's registered address, and if the Association has a relevant email address, by email. If the account has been referred to a collection agency or to an attorney, the statement will also specify that the balance may not include all attorney's fees and costs that have been incurred as of the statement date

but not yet invoiced to the Association and posted to the account. No fees or other charges will be assessed for providing statements required under this Section.

5. Notice of Delinquency. The Association may send courtesy notices to Owners and Designated Contacts. However, before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association must send the Owner and Designated Contact a notice of delinquency specifying:

- A. The total amount due, with an accounting of how the total was determined;
- B. Whether the opportunity to enter into a payment plan exists as provided in this collection policy, and instructions for contacting the Association to enter into a payment plan, if available;
- C. The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger to verify the amount of the debt;
- D. A statement that action is required to cure the delinquency, and that failure to do so within 30 days may result in the Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law;
- E. Whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges; and if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that the unpaid assessments may lead to foreclosure;
- F. The steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process; and
- G. A description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association.

6. Owner or Designated Contact and Delivery of Notice.

A. An Owner may send written notice to the Association identifying another person to serve as a contact for the Owner for notices and correspondence ("Designated Contact"). The Association will send the same written communications to the Designated Contact that it sends to the Owner. If the Owner wishes to change or cease the Designated Contact, the Owner must send the Association written notice.

B. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association will contact the Owner and Designated Contact by:

i. Sending a copy of the delinquency notice described in Paragraph 5 by certified mail, return receipt requested, and

ii. Contacting the Owner and Designated Contact by two of the following means:

a. Telephone call to a telephone number that the Association has on file that the Owner and Designated Contact provided to the Association. If the Association is unable to contact the Owner and Designated Contact, it will, if possible, leave a voice message.

b. Text message to a cellular number that the Association has on file that the Owner and Designated Contact provided to the Association; or

c. Email to an email address that the Association has on file that the Owner and Designated Contact provided to the Association.

C. Notices from the Association will be sent in English; provided, however, the Owner may send written notice to the Association with an alternate language preference. The Association will attempt to provide an accurate translation of the original English version, but due to nuances in translating to a foreign language, slight differences may exist.

7. Record of Notification. The Association will maintain a record of the contact(s) it has made with an Owner and Designated Contact regarding a delinquency, including the type of communication used to contact the Owner and Designated Contact and the date and time the contact was made. As this record relates to a particular Lot, it will not be deemed to be a record available to all Owners under Colorado law.

8. Payment Plans.

A. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, it will make a good faith effort to coordinate with the Owner to set up a payment plan. An Owner may enter into a payment plan to pay off a deficiency in equal installments over a minimum period of 18 months or such other longer period as authorized by the Board.

B. If the Owner fails to comply with the terms of the payment plan (fails to remit payment of three or more agreed-upon installments within 15 days after the monthly installments are due), the Association may pursue legal action subject to the notice requirements above.

C. The Association is not obligated to negotiate a payment plan with:

- i. an Owner who has previously entered into a payment plan pursuant to this policy, or
- ii. an Owner who does not occupy the Lot and acquired the Lot because of a default of a security interest encumbering the Lot or a foreclosure of the Association's lien.

D. Before the Association initiates a foreclosure proceeding based on the Owner's unpaid assessments, it will provide the Owner with a written offer to enter into a repayment plan of at least 18 months. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment must be in an amount of at least \$25. The Owner may elect to pay the remaining balance under the repayment plan at any time during the duration of the repayment plan. The Association will not foreclose as long as the Owner is in compliance with the terms of the payment plan.

E. All payment plans involving accounts referred to an attorney for collection will be set up and monitored through the attorney in consultation with the President of the Board or other person designated by the Board.

9. Board Action to Refer Delinquent Account. Before a delinquent account is referred to a collection agency or attorney, a majority of the Board must vote to refer the matter by recorded vote conducted in executive session.

10. Referral of Delinquent Accounts to Attorneys. After an account has been referred to the Association's attorney, the account remains with the attorney until it is settled, has a zero balance, or is otherwise resolved. Once accounts are turned over to the Association's attorney, Owners will make payments to the Association at the attorney's address. The Association's attorney is authorized to take whatever action is necessary, in consultation with the Board President or other person designated by the Board, believed to be in the Association's best interest.

After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner will be handled through the Association's attorney. Neither the manager, if any, nor any member of the Board may discuss the collection of the account directly with an Owner after it has

been turned over to the Association's attorney unless the attorney is present or has consented to the contact. Action by the Association's attorney may include the following:

A. Notice of Lien. If not already recorded, a notice of lien may be recorded against the delinquent Owner's property to provide record notice of the Association's claim against the property.

B. Filing Lawsuit. The Association may file a lawsuit against the delinquent Owner seeking a money judgment. If a personal judgment is entered against the delinquent Owner, the Association may pursue remedies such as garnishing the Owner's wages or bank account to collect judgment amounts.

C. Judicial Foreclosure. The Association may foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action. If the Association forecloses on its lien, the Owner will lose the Owner's Lot, having the same effect as if a first mortgagee institutes a foreclosure action against the property (though the procedure is different).

The Association will not commence a judicial foreclosure action unless it has complied with the requirements of C.R.S. §§ 38-33.3-316 and 38-33.3-316.3 and the balance of the assessments and charges secured by its lien (which may include late fees, fines, and other charges as well as other assessments) equals or exceeds 6 months of common expense assessments based on the Association's periodic budget. Additionally, the Association will not pursue foreclosure against an Owner solely based on fines owed to the Association and/or collection costs or attorney's fees the Association incurred that are only associated with such fines. Prior to filing a foreclosure action, the Board will resolve by a recorded vote in executive session to authorize the filing of the foreclosure action against the particular Lot against which the foreclosure action will be filed.

D. Receivership. A receiver is a disinterested person, appointed by the court, who manages rental of the Owner's property and collects the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past-due assessments, and prevent waste and deterioration of the property.

E. Bankruptcy Filings. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim.

11. Certificate of Status of Assessment/Estoppel Letter. The Association will furnish to an Owner, or such Owner's designee, upon written request delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The statement will be delivered within 14 calendar days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested. If the Owner's account has been turned over to the Association's attorney, the statement will include any attorney's fees incurred in providing the statement.

12. Return Check Charges.

A. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:

i. An amount equal to the face amount of the check, draft, or money order and a return check charge of: (a) \$20; or (b) 20% of the face amount of the check, draft, or money order, but not less than \$20, if it has been assigned to a collection agency for collection; or (c) an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater; or

ii. If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the

check, draft, or money order will be liable to the Association for three times the face amount of the check, but not less than \$100.


B. If two or more of an Owner's checks are returned within any fiscal year, the Association may require that future payments, for a period of one year, be made by certified check or money order.

13. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any bankruptcy notice or a foreclosure notice by any holder of an encumbrance against any Lot within the Association, the Association may advise the Association's attorney of the same and turn the account over to the Association's attorney.

14. Waivers. The Association may modify these procedures as the Association determines appropriate under the particular circumstances. Any accommodation may be documented in the Association's files. Failure to require strict compliance with this policy is not deemed a waiver of the Association's right to require strict compliance and will not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney's fees, and/or costs as described and imposed by this policy.

This Collection Policy and Procedure was adopted by the Board of Directors this 21 day of November, 2024.

CRYSTAL RIVER COUNTRY ESTATES PROPERTY
OWNERS' ASSOCIATION,
a Colorado nonprofit corporation

By:  Angela Loughry
Its: President

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
CONDUCT OF MEETINGS POLICY

Adopted as of February 22, 2023

The following policy and procedure has been adopted by the Board of Directors ("Board") of the Crystal River Country Estates Property Owners Association ("Association") pursuant to Colorado statutes, for conduct of meetings:

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.
 - A. Notice. The Association shall provide notice in accordance with the Association's Bylaws.
 - B. Conduct. All Owner meetings shall be governed by the following rules of conduct and order:
 - i. The President of the Association or designee shall chair all Owner meetings.
 - ii. All Owners and persons who attend a meeting of the Owners will be duly noted in the minutes of the meeting.
 - iii. Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
 - iv. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
 - v. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
 - vi. The Board may set a maximum time of 5 minutes for each Owner to make a statement or to ask questions for each discussion item. Such time limit may be increased by the Chair, in his or her sole discretion, but shall be uniform for all persons addressing the meeting.
 - vii. All actions and/or decisions will require a first and second motion.
 - viii. Once a vote has been taken, there will be no further discussion regarding that topic.
 - ix. Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.
 - x. The Chair may establish such additional rules of order as may be necessary from time to time.

- C. Voting. All votes taken at Owner meetings shall be taken as follows:
- i. Election of Board members in a contested election may be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain identifying information concerning the ballot holder in order to verify voting accuracy, but such information shall be kept confidential by the Association and not part of the public record of the vote or the meeting. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.
 - ii. All other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board including: by hand, by voice or by ballot, unless otherwise required by law. At the discretion of the Board or upon request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the Association on which all Owners are entitled to vote shall be by secret ballot.
 - iii. Written ballots shall be counted by the Association Secretary or by a committee of volunteers. Such volunteers shall be Owners who are selected or appointed at an open meeting, in a fair manner, by the President of the Board or another person presiding during that portion of the meeting. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates for such position.
 - iv. The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue, without reference to the names, addresses or other identifying information of Owners participating in such vote.

D. Proxies. Proxies to be per the Bylaws.

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

- A. Notice. The Board shall provide notice in accordance with the Association's Bylaws.
- B. Conduct. All Board meetings shall be governed by the following rules of conduct and order:
- i. The President of the Association, or designee, shall chair all Board meetings.
 - ii. All persons who attend a meeting of the Board shall be required to sign in,

listing their name and unit address.

- iii. All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum per section C Owner Input.
- iv. Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
- v. Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
- vi. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
- vii. The Board may set a maximum time of 5 minutes for each Owner to make a statement or to ask questions for each discussion item. The Board may decide whether or not to answer questions during the meeting. Such time limit may be increased by the Chair, in his or her sole discretion, but shall be uniform for all persons addressing the meeting.
- viii. Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.

C. Owner Input. After a motion and second has been made on any matter to be discussed, but prior to a vote by the Directors, Owners present at such time shall be afforded an opportunity to speak on the motion as follows:

- i. The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The Board may set a maximum time of 5 minutes for each Owner to make a statement or to ask questions for each discussion item. The Board may decide whether or not to answer questions during the meeting. Such time limit may be increased by the Chair, in his or her sole discretion, but shall be uniform for all persons addressing the meeting.
- ii. Following Owner input, the Chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Executive Board votes to open the discussion to further Owner participation.

3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Covenants and Bylaws shall have the same meaning herein.

4. Supplement to Law. The provisions of this Resolution shall be in addition to and in


supplement of the terms and provisions of the Declaration, Bylaws, and the laws of the State of Colorado governing the Association and the Crystal River Country Estates subdivision.

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

SECRETARY'S CERTIFICATION:

The undersigned, being the Secretary of Crystal River County Estates Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board effective as of February 22, 2023 and in witness thereof, the undersigned has subscribed her name.

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
a Colorado non-profit corporation



Gracie Orf, Secretary

**CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
ENFORCEMENT OF THE COVENANTS, BYLAWS, RULES AND REGULATIONS, AND
SCHEDULE OF FINES POLICY**

Adopted as of March 14, 2023

The following policy and procedure has been adopted by the Board of Directors ("Board") of the Crystal River Country Estates Property Owners Association ("Association") pursuant to Colorado statutes, for (i) the enforcement of the Association's Covenants, Bylaws, Rules and Regulations (including any guidelines or architectural controls), collectively referred to as the "Governing Documents"; and (ii) a Schedule of Fines.

1. Complaints. The Board will investigate all violations of Covenants and rules that are reported to the Board in writing or by phone within thirty (30) days. Complaints that, in the opinion of the Board, lack sufficient information or detail may be deemed to not warrant further investigation.
2. Notification of Owners. If the investigation shows the reported violation to be accurate, the Board shall give notice of the violation to the owner per notice section below, setting forth the nature of the violation or breach and the specific action or actions which shall be taken by the owner to remedy such violation or breach. The notice shall give the owner thirty (30) days to cure the violation, submit a plan to remedy the violation, or request a hearing with the Board. Alternatively, the owner may request an appeals hearing with the Board at the next regularly scheduled Board meeting to appeal the notice of the violation. The Board's decision on the appeal is final, but the owner may request mediation as provided in the Association Dispute Resolution Policy. The Board may also, at its option, provide a copy of such Notice to any non-owner violator (i.e. a tenant) ("Related User"). The Notice shall describe the nature of the violation and shall further state that the Board may seek to protect its rights as they are specified in the Governing Documents. If the Owner does not respond or cure the violation or take action within the first 30-day notice period, a second violation notice shall be sent with an additional 30-day cure period provided.
3. Service of Notices. Service of all notices required or permitted to be given hereunder shall be made as follows:
 - 1) Sent by certified mail, return receipt requested;
 - 2) physically posted on delinquent owners' property; and
 - 3) sent by either first-class mail, e-mail, or text message.

Notice to be in the language of preference of the primary property contact on file with the Association.

Any notice personally delivered or sent by e-mail shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

4. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and

possible fine, the Owner must request such hearing, in writing, within thirty (30) days from receipt of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation. If a hearing is not requested within the thirty (30) day period, the Board shall determine if there was a violation, and if so, may assess a reasonable fine within the guidelines contained in this Policy and Procedure within sixty (60) days of the expiration of the thirty (30) day period. The Association's secretary shall give notice of said assessment to the applicable Owner as provided in the Association's Governing Documents or this Policy and Procedure. Unless otherwise provided in the Association's Governing Documents, the fine is due and payable immediately upon receipt of notice of the fine assessment.

5. Board to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to this Policy and Procedure. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings.
6. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Board prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. A Board Member shall be deemed to have a conflict of interest if the Board Member has a direct personal or financial interest in the outcome of the hearing. A Board Member will not be deemed to have a conflict if the Board Member will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.
7. Hearing. The Board shall inform the Owner of the scheduled time, place and date of the hearing, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by reading the Notice of Alleged Violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. Neither the complaining parties nor the Owner must be in attendance at the hearing. However, the decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all members of the Association.
8. Decision. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within ten (10) days after the hearing or 30 days after notice of violation, whichever is longer. A decision, either a finding for or against the owner, shall be by a majority of the members of the hearing board present at the hearing. The Board may also issue and present for recording with the County Clerk and Recorder, a Notice of Finding of Violation. Upon satisfactory compliance with the Association's Governing Documents, the Notice of Finding of Violation may be released by the Association issuing and recording a release of Notice of Finding of Violation.
9. Fines. Upon finding of violation, If the owner does not cure the violation, submit a plan to remedy the violation, or request an appeals hearing within 30 days, the Board may levy a fine of \$20 per

occurrence (no more than every other day) against the property owner who has violated or breached the covenant or rule. Fines may not exceed \$500 per violation. Once fines have started, owners must request a hearing with the Board in writing for the fines to cease. If the violation or breach is not cured within sixty (60) days after the initial fine is assessed, the Board may take legal action against the owner. Legal action requires a majority vote of the board. Legal action or reference to debt collector cannot be taken until the majority of the board has voted to take such action and 60 days has passed since notice of violation.

10. Collection Provisions. All fines, costs and expenses, including attorney's fees, necessary to enforce this policy shall be an Assessment against the owner's property and subject to all lien and collection powers of the Association allowed by law. However, the Board shall not assess any fines, costs and expenses, including attorney's fees, against an Owner who the Board has determined has not violated the Governing Documents.

11. Unresolved Violations. After the expiration of sixty (60) days following notice of a violation in which no hearing is requested or alternatively after an appeals meeting, the Board may, as allowed by Colorado law:


- a. suspend the voting rights of the owner;
- b. pursue all rights of action available at law or in equity including, but not limited to, the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, including attorney's fees, and damages;
- c. reserve the right to waive or increase fines or penalties based on the severity of the violation and circumstances as long as such fines and penalties are in compliance with current law.

12. Notwithstanding any provision of this fine schedule or Policies and Procedures, the Association may use any legal means available at any time to enforce the terms of the Governing Documents.

SECRETARY'S CERTIFICATION:

The undersigned, being the Secretary of Crystal River County Estates Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board effective as February 22, 2023, and in witness thereof, the undersigned has subscribed her name.

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
a Colorado non-profit corporation



Gracie Orf, Secretary

**CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION POLICY
FOR RECORD KEEPING, INSPECTION AND COPYING**

Adopted as of February 22, 2023

The following policy and procedure has been adopted by the Board of Directors ("Board") of the Crystal River Country Estates Property Owners Association ("Association") pursuant to Colorado statutes, for procedures for the inspection and copying of Association records.

1. Association Records to be Kept. The Association shall keep a copy of the following records at its principal office:
 - a. Articles of Incorporation;
 - b. Bylaws;
 - c. Covenants;
 - d. resolutions adopted by the Board;
 - e. minutes of all Member and Director meetings for the past three (3) years;
 - f. all written communications within the past three (3) years to owners;
 - g. name and address of each owner; and email and phone number
 - h. designated contact for each property and preferred language of the designated contact
 - i. name and address of each director and/or officer;
 - j. annual financial statements;
 - k. current declaration of insurance;
 - l. all financial audits and reviews conducted within the past three (3) years;
 - m. current annual budget;
 - n. a list, by lot owner, of the Association's current and delinquent Assessments
2. Annually the Association will update the owner lists, designated contact, and preferred language.
3. Inspection and Copying of Association Records. A Member or his/her authorized agent is entitled to inspect and copy, at the members' expense and during regular business hours, any records listed above items a through m (except as specifically limited or excluded by Section 4 below). to the extent that:
 - a. the request is made in good faith and for a proper purpose;
 - b. the request describes with reasonable particularity the records sought and the purpose of the request; and
 - c. The records or papers are directly connected with the described purpose.
 - d. "Proper purpose" means a purpose reasonably related to the demanding member's interest as a member of the Association.
 - e. The owner must make a written request to the Association Secretary or Administrator at least five (5) business days before the date on which the owner wishes to inspect and copy such records.

It is within the reasonable discretion of the Board to determine whether a member's demand to inspect and copy is made in good faith and for a proper purpose.

4. Exclusions. The following records and documents may be kept confidential by the Association:
 - a. Attorney-Client Confidential Documents. In order to protect the attorney/client privilege existent between the Association and its attorneys, all attorney created documents, including, but without limitation, memos, opinion letters, and draft documents prepared at the behest of the Board, are not available for the inspection or copying by any member or

his/her authorized agent, without the consent or authority of the Board.

- b. Personnel Confidential Documents. Documents pertaining to employees of the Association or involving employment, promotion, discipline, or dismissal of an officer, agent or employee.
- c. Applicable Law. Any documents that are confidential under constitutional, statutory or judicially imposed requirements.
- d. Individual Privacy. Any documents the disclosure of which would constitute an unwarranted invasion of individual privacy are confidential. Member emails and telephone numbers shall not be disclosed to membership at large without authorization.

5. Copy and other Document Fees. The Association may impose a reasonable charge, covering the costs for copies of any documents the Association provides to a member. The charge may not exceed the actual cost for copies as incurred by the Association.

If a member requests copies of Association documents which are not in the possession of the Association, the member is responsible for whatever fees and costs are imposed by the entity (CPA, attorney, etc.) holding such records for copy and related costs, including but not limited to labor, materials and postage.


If a member requests a copy of an Association document which must be retrieved from archives, compiled, generated, certified or authenticated in any way, the member is responsible for all fees and costs incurred in the retrieval, compilation, generation, certification or authentication and reproduction (copying) of the requested document(s), including but not limited to labor, materials and postage.

6. Electronic Documents. The Association may produce documents electronically by producing electronic copies of the requested documents or providing a link to a shared file or "cloud" based data storage.

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CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
a Colorado non-profit corporation



Gracie Orf, Secretary

CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION
POLICY AND PROCEDURE
REGARDING RESERVE FUNDS & RESERVE STUDIES

Adopted as of February 22, 2023

The following policy and procedure have been adopted by the Board of Directors ("Board") of the Crystal River Country Estates Property Owners Association ("Association") pursuant to Colorado statutes, for treatment of reserve funds.


1. Reserve funds shall be invested in such amounts as may be determined and authorized by the Board. The Board may delegate its investment authority.
2. Standard of Conduct. Investment of reserve funds shall be done in good faith, within the best interests of the Association and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.
 - a. Authorized investments are U.S. Treasury Bills and Notes, Money Market Funds and Certificates of Deposits. Derivative securities and mortgage-backed securities are not authorized investments.
 - b. Investment Objectives.
 - i. Safety of Principal: The long-term goal is safety of the reserve funds and to promote and ensure the preservation of the reserve fund's principal.
 - ii. Liquidity: Funds shall be sufficiently liquid to meet anticipated or unanticipated expenditures. Liquidity can be achieved by structuring maturities to ensure the availability of assets when needed.
 - iii. Minimal Costs: Investment costs should be minimized.
 - iv. Professional Management: The Board may delegate its investment authority to professional managers.
 - v. Return: Funds should be invested to seek the highest level of return consistent with the preservation of principal.
3. The Association is not required to conduct a reserve study under the Covenants and other governing documents.
4. The Association has not conducted a reserve study as of the date of the adoption of this policy.
5. The Association has determined to establish a policy on reserve studies as follows:
 - a. The Association may obtain a reserve study prepared by a company with experience in reserve studies or conduct a reserve study internally.
 - b. The Reserve Study shall address:
 - i. Whether there is a funding plan in place for any work recommended by the reserve study;
 - ii. If there is a funding plan, the projected courses of funding for the work; and,

- iii. Whether the reserve study is based on a physical analysis and financial analysis.

SECRETARY'S CERTIFICATION;

The undersigned, being the Secretary of Crystal River County Estates Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board effective as of February 22, 2023, and in witness thereof, the undersigned has subscribed his name.

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