

Creekview condominium association

**POLICY FOR HANDLING CONFLICTS OF INTEREST
OF DIRECTORS**

Effective: 10/18, 2023

1. **Introduction.** The Board of Directors ("Board") of Creekview Condominium Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Condominium Declaration for Creekview Condominiums ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. **Policy Purposes.** The purposes of this Policy are:

2.1 To set forth procedures and rules to identify and handle conflict of interest situations involving Directors;

2.2. To provide a framework for appropriate education of existing and new Directors as to (a) their responsibilities in terms of timely disclosing conflict of interest situations and (b) the limits CCIOA places upon the participation of a Board member with a conflict of interest; and

2.3 To provide a mechanism for the Board to take up and reconsider any decision or action which may inadvertently be rendered without appropriate disclosure and handling of a Board member conflict of interest.

3. **Identification and Disclosure of Conflict of Interest Situations.**

3.1. **Definition of Conflict of Interest.** Unless the Declaration provides a more expansive definition, in which case the Declaration controls, a "conflict of interest" shall be defined as any contract, transaction, or other financial relationship between the Association and a director of the Association, or between the Association and a party related to a director, or between the Association and an entity in which a director of the Association is a director or officer or has a financial interest. A "party related to a director" shall mean 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.

3.2 **Declaration and Disclosure of Conflict of Interest.** A Board member who has a conflict of interest regarding any contract, decision or other action shall declare and disclose the conflict of interest. In making such declaration and disclosure, the affected Board member shall:

3.2.1 Identify, by agenda item or otherwise with such particularity as necessary to identify the issue in question, the specific pending contract, decision, or other action as to which the conflict of interest arises; and

3.2.2 Describe the person or person(s) who would financially benefit from the contract, decision, or other action; and

3.2.3 Disclose the nature and magnitude of the financial benefit that would arise out of or as a function of the Board's decision on the contract, decision, or other action.

4. Participation by Board Member Who has Disclosed a Conflict of Interest.

4.1 Discussion. Unless the Association Documents provide for stricter limits on participation, in which case such stricter limits control, a Board member who has a conflict of interest may, after identifying and disclosing the conflict, participate in the Board's discussion of the pending contract, decision or other action. However, upon either (a) the voluntary decision of the Board member who has declared a conflict; or (b) the vote of a majority of the then present Directors who do not have a conflict, the Board member with a conflict may be excused from the discussion of the pending contract, decision or other action, in which case such Board member shall not be present or participate in the Board's evaluation of the issue.

4.2 Voting. A Board member who has a conflict of interest shall be considered present for purposes of establishing a quorum and may vote on any matter related to consideration of the contract, decision or other action implicated by the conflict of interest, so long as the member has not been excused from the discussion as described in section 4.1 above.

5. Reconsideration of Decisions Impacted by Questionably or Improperly Handled Conflict of Interest.

5.1 Effect of Non-Compliance. The actions of the Board on any conflict of interest transaction shall be considered valid, binding and authorized, and will not be voidable by an Owner or on behalf of the Association, where: (1) the facts of the conflict are known by or disclosed to the Board and a majority of the Board members without a conflict vote in favor of the proposed contract, decision or other action in good faith, even though such disinterested Board members would be less than a quorum; or (2) the facts of the conflict are known by or disclosed to the Owners entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Owners entitled to vote thereon; or (3) the conflicting interest transaction is fair as to the Association.

5.2 Reconsideration/Ratification. Where the Board identifies a previous contract, decision or other action which was adopted under circumstances where non-compliance with this policy is probable and subsections (1), (2), or (3) of Article 5.1, above, are not satisfied, the Board shall, at an open meeting, take the matter up for reconsideration. At such meeting:

5.2.1 The Board member with a conflict of interest shall fully identify and disclose the conflict as provided above; and

5.2.2 The Board shall discuss whether, after having considered the matter in good faith, the contract, decision, or other action should be ratified by a new vote in compliance with this Policy; and

5.2.3 The Board shall conduct a new vote on the question of ratification, which shall satisfy the requirements of Article 5.1 of this Policy.

6. **No Loans to Board Members.** No loans shall be made by the Association to its Board members or officers. Any Board member or officer who assents to or participates in the making of a loan prohibited by this section shall be liable to the Association for the amount of such loan until it is repaid.

7. **Board Member Education.**

7.1 **Existing Directors.** Upon adoption of this Policy, the Association Secretary shall provide all existing Directors with a copy of this Policy.

7.2 **New Directors.** Following adoption of this Policy, the Association Secretary shall promptly provide all new members of the Board elected or otherwise seated on the Board with a copy of this Policy.

7.3 **Annual Refresher.** At least annually, the Board shall discuss this Policy and its requirements.

8. **Variations.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

9. **Amendment.** This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Creekview Condominium Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Policy for Handling Conflicts of Interest of Directors was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 10/19/23.

Creekview Condominium Association, a Colorado nonprofit corporation

By:

Caren C. Hartman

**CREEKVIEW CONDOMINIUM ASSOCIATION
POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS**

Effective: 10/13, 2023

1. Introduction.

The Board of Directors ("Board") of Creekview Condominium Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Condominium Declaration for Creekview Condominiums ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes. The purposes of this Policy are to:

- 2.1 Identify records to be maintained by the Association;
- 2.2 Set forth procedures and rules to promote the consistent and predictable handling of requests by Owners for the inspection and copying of Association records;
- 2.3 Protect the Association and its members from abusive records requests which fail to describe with reasonable particularity the records sought, or which seek records legally protected from disclosure on the basis of privilege or other valid grounds for confidentiality.

3. Association Records to be Maintained. The Association shall maintain in electronic or paper format the following records, which are considered the Association's sole records for purposes of document retention and production to Owners, at the Association's office or the office of the Association's managing agent:

- 3.1 Operating budget for the current fiscal year, and detailed records of receipts and expenditures affecting the operation and the administration of the Association.
- 3.2 Records of claims for construction defects and amounts received in settlement of those claims.
- 3.3 Minutes of all Board and Owner meetings, a record of any Board or Owner action taken without a meeting, and a record of action taken by any Board committee.
- 3.4 Written communications among, and the votes cast by, Board members that are directly related to an action taken by the Board without a meeting pursuant to the Colorado Revised Nonprofit Corporation Act, as amended ("Nonprofit Act"), or the Association's Bylaws.

- 3.5 A list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to cast.
- 3.6 A list of the names, email addresses and physical mailing addresses of current Association Board members and officers.
- 3.7 The Association's current Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Responsible Governance Policies and any other Policies adopted by the Board.
- 3.8 Financial statements for the past three years and Association tax returns for the past seven years, to the extent available.
- 3.9 The most recent annual report filed by the Association with the Colorado Secretary of State.
- 3.10 A list of current assessments by type of Unit or Lot, and financial records sufficiently detailed to enable the Association to provide an Owner with a written statement listing the amount of unpaid assessments currently levied against that Owner's Unit or Lot.
- 3.11 The Association's most recent reserve study, if any.
- 3.12 Current written contracts to which the Association is a party, and contracts for work performed for the Association within the preceding two years.
- 3.13 Records of Board or Committee action to approve or deny any Owner request for design or architectural approval.
- 3.14 Ballots, proxies and other records relating to voting by Owners for a period of one year after the election, action, or vote.
- 3.15 Board resolutions relating to the characteristics, qualifications, rights, limitations, and obligations of Owners.
- 3.16 All written communications within the past three years from the Association to all Owners generally as Owners.
- 3.17 Results of the most recent available financial audit or review, if any.
- 3.18 A list of all Association insurance policies, including insurance company names, policy limits, policy deductibles, additional named insureds, and expiration dates.
- 3.19 A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the Association in connections 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.

3.20 All documents included in the Association's annual disclosures made pursuant to Section 38-33.3-209.4.4.

4. Inspection and Copying of Records.

4.1 Availability of Records. Except for the records described in Section 5 below, the records required to be maintained by the Association shall be made available for inspection and copying by either an Owner or that Owner's authorized agent (such as an attorney or other representative of the Owner).

4.2 Written Request. Any Owner wishing to inspect and copy Association records shall submit a written request in substantially the form of the attached Request for Inspection and Copying of Association Records ("Request") to the Association through its managing agent, if applicable, or if the Association has no acting managing agent, then through the Association's secretary. The Request shall describe with reasonable particularity the records sought.

4.3 Time for Inspection and Copying. The Request must be received by the Association at least ten days prior to inspection or copying of the records. Any inspection and copying of records shall be conducted during normal business hours.

4.4 Cost. The Association may impose a reasonable charge, which may be collectable in advance and may cover the costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records, including the costs of copying, mailing and any necessary special processing. If requested by an Owner, the Association may provide copies of records to the Owner via email, if available.

4.5 No Obligation to Compile or Synthesize. The Association is not obligated to compile or synthesize information.

4.6 No Use for Commercial Purposes. Association records and the information contained within those records shall not be used for commercial purposes.

5. Exclusions.

5.1 List of Owners. Notwithstanding anything in this Policy to the contrary, a list of Owners, or any part of such list, may not be obtained or used for any purpose unrelated to an Owner's interest as an Owner without the consent of the Board. More specifically, a list of Owners, or any part of such list, 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 the Association, (b) used for any commercial purpose, or (c) sold to or purchased by any person or entity.

5.2 Other Excluded Records. The following records are not subject to inspection and copying:

5.2.1 Architectural drawings, plans, and designs, unless the owner of those drawings, plans or designs authorizes their release in writing.

5.2.2 Contracts, leases, bids, or records related to the purchase or provision of goods or services currently under negotiation.

5.2.3 Communications with the Association's attorney that are protected by the attorney-client privilege or attorney work product doctrine.

5.2.4 Records (other than publicly filed pleadings) relating to pending, potential or threatened litigation, mediation, or arbitration.

5.2.5 Records the disclosure of which would be in violation of the law.

5.2.6 Records of any executive session of the Board.

5.2.7 Records requested by an Owner relating to a Lot or Unit owned by someone else.

5.2.8 Personnel, salary or medical records relating to specific individuals.

5.2.9 Personal identification and account information of Owners, including bank account information, telephone numbers, email addresses, driver's license numbers and Social Security Numbers

5.2.10 Any records that are otherwise confidential under constitutional, statutory, or judicial imposed requirements.

6. Variances.

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

7. Amendment.

This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Creekrview Condominium Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Policy Regarding Inspection and Copying of Association Records was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 10/15/23.

Creekrview Condominium Association, a Colorado nonprofit corporation

By: *Ann C. H. [Signature]*

REQUEST FOR INSPECTION AND COPYING OF ASSOCIATION RECORDS

Owner's Name: _____ Date: _____
Address: _____
Telephone #: _____

I HEREBY REQUEST THAT CREEKVIEW CONDOMINIUM ASSOCIATION ("ASSOCIATION") ALLOW INSPECTION AND/OR COPYING OF THE ASSOCIATION RECORDS DESCRIBED BELOW.

1. Describe with Reasonable Particularity the Records Sought: _____

2. Type of Review: (choose one)

I wish to inspect records at the Association's location.

I wish to pay the Association's labor and material costs for copies of the records I have requested.

3. Certification and Acknowledgement of Association Records Policy:

I certify that I will not use any Association records and the information contained within those records for any commercial purpose.

I acknowledge and accept the Association's Policy Regarding Inspection and Copying of Association Records ("Policy") and agree that I have been provided with an opportunity to review that Policy. I acknowledge and agree that the records will be made available to me in accordance with the Policy and I will comply with the Policy. I agree that I will be responsible for paying the Association's labor and material costs for copies of Association records and acknowledge that I must prepay these costs before the copies are provided.

Owner Signature: _____

**CREEKVIEW CONDOMINIUM ASSOCIATION
RESERVE POLICY**

Effective: _____, 2023

1. Introduction.

The Board of Directors ("Board") of Creekview Condominium Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Condominium Declaration for Creekview Condominiums ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes. The purposes of this Policy are to:

2.1 Provide, through a reserve study, a tool for the Association to identify components of the community that the Association is responsible to maintain, repair and replace, to determine the useful life of those components, to establish a maintenance, repair, and replacement schedule for those components, and to establish a plan for funding such maintenance, repair, and replacement.

2.2 Manage the investment of the Association's reserve funds ("Reserve Funds") in a prudent manner to preserve them for their intended uses, structure the maturities of Reserve Fund investments so that the Association will have liquid assets available for its anticipated needs and realize appropriate returns on the Association's Reserve Fund investments.

3. Reserve Study.

The Association shall have a reserve study prepared and periodically updated (any reserve study, together with any updates, being collectively referred to in this Policy as the "Reserve Study") for those components of the community maintained, repaired, and replaced by the Association. The Reserve Study shall be prepared at least once during each three-to-five-year period (with the first three to five year period commencing January 1, 2027), or more frequently if determined necessary by the Board in its sole discretion. The Reserve Study may be prepared by the Association, its managing agent or by a qualified outside consultant. The Reserve Study shall be based on both a physical analysis and a financial analysis of the components for which the Association has maintenance, repair, and replacement responsibility.

4. Funding Plan for Work Recommended by Reserve Study.

The Board shall adopt a plan for funding any work recommended by the Reserve Study, which plan shall be updated from time to time as deemed necessary by the Board in its sole discretion (the funding plan, together with any updates, being collectively referred to in this Policy as the "Funding Plan"). The Funding Plan shall take into consideration the cost of

maintenance, repair, and replacement of the community components for which the Association is responsible, the impact of inflation, the projected funding sources for the work (including assessments collected from the owners and revenue generated from invested Reserve Funds), as well as any other factors considered advisable by the Board. The goal of the Funding Plan shall be to maintain Association reserves at an adequate level to provide for the timely maintenance, repair, and replacement of the community components for which the Association is responsible so as to minimize the risk to the owners of special assessments, deferred maintenance, and unfunded losses. The Funding Plan will require the Association to maintain a positive Reserve Funds balance, but the Reserve Funds need not be 100% of the amount necessary to fully fund the work identified in the Reserve Study.

5. Investment of Reserve Funds.

5.1 Segregated Accounts. All Reserve Funds shall be maintained in an account or accounts separate from the Association's operating account or accounts.

5.2 Types of Investments. The Board shall invest the Association's Reserve Funds in one or more of the following types of investments:

- FDIC-insured interest-bearing liquid bank accounts (money market deposit accounts) with no more than the maximum FDIC-insured amount in any one financial institution.
- FDIC-insured certificates of deposit with no more than the maximum FDIC-insured amount in any one financial institution.
- Money market funds that invest only in United States Treasuries and Treasury-backed securities.
- Treasury bills, notes or bonds purchased with the intent to hold to maturity.
- Any other type of investment that is (a) FDIC-insured or guaranteed by the United States government (but only to the extent of such insurance or guarantee), or (b) an obligation of the United States government.

5.3 Liquidity. The Board shall maintain from time to time a sufficient portion of its Reserve Funds in one or more liquid accounts to meet required expenditures for repairs or replacement that the Association will incur before its non-liquid assets mature.

5.4 Laddering of Non-Liquid Investments. The Association's non-liquid investments should be structured with laddered maturity dates so that the investments mature during successive time periods. The length of maturities should be based on market conditions and the Association's anticipated maintenance, repair, and replacement needs. This laddering strategy is intended to provide the Association with the benefit of longer-term interest rates, which are customarily higher than short-term rates, while maintaining sufficient liquidity from time to time to meet the Association's maintenance, repair and replacement schedule.

5.5 Investment Advisor. The Board may retain a professional investment advisor to assist in investing its Reserve Funds pursuant to this Policy.

5.6 Control and Review of Investments. All Reserve Funds will be held in accounts titled in the name of the Association. Any withdrawal or transfer of Reserve Funds requires the signatures of at least two Association officers or directors. The Board will review the periodic account statements sent to the Association for the Reserve Funds at the next Board meeting following the Association's receipt of the statements. Based on this review, the Board may make any adjustments to the investments as necessary to maintain competitive yields.

5.7 Standards of Conduct. In making decisions regarding the investment of Association Reserve Funds, the officers and directors shall act in good faith, with the care that ordinarily prudent persons in a like position would exercise under similar circumstances, and in a manner the officers or directors reasonably believe to be in the best interests of the Association, pursuant to the Colorado Revised Nonprofit Corporation Act.

6. Variances.

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

7. Amendment.

This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Creekview Condominium Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Reserve Policy was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on

10/18/23.

Creekview Condominium Association, a Colorado nonprofit corporation

By: 

**CREEKVIEW CONDOMINIUM ASSOCIATION
PROCEDURES FOR THE ADOPTION AND AMENDMENT OF
POLICIES, PROCEDURES AND RULES
Effective: _____, 2023**

1. Introduction.

The Board of Directors ("Board") of Creekview Condominium Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Condominium Declaration for Creekview Condominiums ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Procedures effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. These Procedures supersede any previously adopted Policy on the same subject matter.

2. Purpose of Procedures.

The purpose of these Procedures is to clarify that the Association's power to adopt and amend policies, procedures, rules, and regulations (collectively, the "Policies") rests with the Board, while also providing that Owners will receive notice and the opportunity to comment on such Policies before they are adopted or amended.

3. Power to Adopt or Amend.

The Board shall have the sole power to adopt and amend the Policies of the Association.

4. Notice to Owners.

Except as otherwise required by the Association Documents, prior to the adoption or amendment of Policies, the Board shall provide notice of the proposed adoption or amendment to all Owners. Notice shall be provided by mailing the proposed Policies to each Owner at least seven days prior to the meeting at which the Board intends to adopt or amend the Policies. Owners may provide written comments or attend the meeting and provide comments prior to the Board's vote. The Board may consider Owner comments but is not bound to act on those comments. The Board shall have the discretion and final authority to adopt or amend all Policies in accordance with the Association Documents and Colorado law. A copy of all Policies adopted or amended by the Board shall be mailed to all Owners.

5. Variances.

The Board may from time to time vary from the requirements set forth in these Procedures if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

6. **Amendment.**

These Procedures may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Creekview Condominium Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Procedures for the Adoption and Amendment of Policies, Procedures and Rules was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 10/15/23.

Creekview Condominium Association, a Colorado
nonprofit corporation

By: 

**CREEKVIEW CONDOMINIUM ASSOCIATION
POLICY AND PROCEDURES FOR ADDRESSING DISPUTES WITH OWNERS**

Effective: _____, 2023

1. Introduction.

The Board of Directors ("Board") of Creekview Condominium Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Condominium Declaration for Creekview Condominiums ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes. The purposes of this Policy are to:

2.1 Set forth procedures to promote amicable resolution of disputes; and

2.2 Provide an optional framework for addressing disputes between the Association and Owners, but to protect the Association and other Owners from delay or an adverse effect on their rights by allowing proceedings to collect past due assessments, to remedy violations of Association Documents or any matter that may require an injunction, restraining order or protection order to proceed on a parallel track independent of the optional dispute resolution framework described in this Policy.

3. Types of Disputes.

3.1 Matters involving past due assessments are not ordinarily considered disputes subject to this Policy. Rather, these are considered collection matters to be handled in accordance with the Policy for Collection of Unpaid Assessments. If any Owner claims that payment of assessments should be excused or offset by any alleged act or omission of the Association, such Owner's claim will be considered a dispute subject to the procedures in this Policy.

3.2 Enforcement actions regarding violations of the Association Documents, including proceedings seeking compliance by way of injunctive relief and/or proceedings to impose fines, shall be handled in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). If any Owner claims that any enforcement action should be abated because of any act or omission by the Association, such claim of abatement shall be considered a dispute subject to the procedures of this Policy.

3.3 All other disputes arising between the Association and any Owner shall be addressed as set forth in this Policy.

3.4 The types of disputes described above which are subject to this Policy are collectively referred to as "Disputes."

4. Notice of Dispute.

In the event of a Dispute between the Association and any Owner, either the Association or an Owner may provide written notice ("Notice") of the Dispute by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Notice shall be considered effective three days following deposit in the mail. The Notice must contain specific information regarding the facts, circumstances and concerns giving rise to the Dispute.

5. Resolution or Mediation of Dispute.

5.1 Request for Mediation. Within thirty (30) days of receipt of the Notice, the Association and Owner shall make good faith efforts to discuss and resolve the Dispute amicably. If the parties are unable to reach an amicable resolution of the Dispute, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation ("Request") must be in writing and mailed to the Association or Owner by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the Dispute within 30 days after the effective date of the Request, or such longer time as the parties may agree upon in writing. The parties shall make reasonable efforts to use free or low-cost mediation services to minimize expenses (i.e.: the Neighborhood Resources Office with the City of Fort Collins), if available. If the mediation does not occur within 30 days (or longer if so agreed in writing), or the parties are unable to settle the Dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.

5.2 Mediation Fees and Costs. Fees and costs associated with the mediation, if applicable, including payment of fees to the mediator, shall be paid as follows:

5.2.1 The requesting party shall pay the mediator in advance for the first two hours of mediation.

5.2.2 If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the Association and Owner(s) and paid at the conclusion of the mediation.

5.2.3 The Association and any participating Owner may be represented by their respective attorneys at the mediation. Each party shall pay their respective attorney fees associated with the mediation.

5.2.4 If an Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the Association related

to the mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's Assessment.

5.3 Continuation of Hearing and Imposition of Fines. A Notice or Request by an Owner based on a matter where the Owner is asserting a defense or excuse shall not suspend or stay any fine hearing or imposition of fines in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). Any fines imposed prior to or after a Notice or Request is provided shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the Dispute. Unless otherwise agreed by both parties, such fines shall remain legally collectable as Assessments in accordance with the Association Documents and Colorado law.

5.4 Continuation of Legal Proceedings. A lawsuit for the collection of Assessments or enforcement of the Association Documents may be commenced prior to or after receiving a Notice or Request, and such request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.

6. Variances.

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

7. Amendment.

This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Creekview Condominium Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Policy and Procedures for Addressing Disputes with Owners was approved by the vote of majority of the Association's Directors at a meeting of the Association's Board of Directors held on 10/18/23.

Creekview Condominium Association, a Colorado nonprofit corporation

By: 