WILD POINTE RANCH HOMEOWNERS ASSOCIATION ADOPTION AND AMENDMENT PROCEDURE

Effective Date: February 28, 2008

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic procedure to amend and adopt policies, procedures and rules.

The Association hereby adopts the following procedure for the adoption and amendment of policies, procedures, and rules:

Definitions:

- A. A policy is a course or principle of action adopted to guide the Board of Directors.
- B. A procedure is an established or official way of conducting a course of action.
- C. A rule is defined as a regulation or requirement governing conduct or behavior.
- 2. Policies and procedures, in general, shall govern the activities of the Board of Directors in the operation of the Association.
- 3. Rules, in general, shall govern the use of property within the community and the behavior of residents and/or their guests while in the community.
- 4. The Board of Directors shall have the authority to adopt policies, procedures and rules to the extent they do not conflict with the Declaration, Articles of Incorporation, and Bylaws of the Association.
- 5. The Board shall have authority to adopt and amend those policies and procedures which govern Association operation. Such policies and procedures shall be adopted at an open Board meeting and documented in the minutes or in a formal resolution.
- 6. The Board may adopt rules and regulations interpreting and implementing the governing documents. Prior to adopting final rules, the Board may send notice of a proposed rule to all owners and allow for a period of comment. Rules, once adopted, shall be sent to all owners and shall be effective immediately unless otherwise specified.

IN WITNESS WHEREOF, the undersigned certify that the Amendment Procedure was adopted by resolution of the Board of Directors of the Association this _28_ day of ______, 2008.

WILD POINTE RANCH HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,

Its: President

ATTEST

WILD POINTE RANCH HOMEOWNERS ASSOCIATION COLLECTION POLICY

Effective Date: February 28,2008

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic procedure regarding collection of assessments and other charges.

The Association hereby adopts the following policy and procedures for collection of assessments:

1. Due Dates, Late Charges, Interest, and Suspension of Rights.

- A. <u>Due Dates</u>: The annual assessment is due and payable on the 1st day of each year. Payments shall be deemed received and shall be posted on the date the payment is received in the Association's office or the Association's payment processor's office. Any assessment not paid in full when due shall be considered past due and delinquent.
- B. <u>Late Charge</u>. A late charge in the amount of \$20.00 per month shall be imposed for any assessment, fine or other charge not paid within 15 days of the due date without further notice to the Owner. Such late charge is a personal obligation of the Owner and a lien on the Lot.
- C. Interest. Interest at the rate of21% per annum shall accrue on any delinquent assessment, fine or other charge from the due date without further notice to the Owner. Interest will be added to the Owner's account 15 days following the due date. Such interest is a personal obligation of the Owner and a lien on the Lot.
- D. <u>Suspension of Rights</u>. An Owner's voting rights shall be automatically suspended without notice if an assessment or other charge is not paid within 15 days of the due date.

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 \$20.00 or 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 shall be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.
- B. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.
- C. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

- 3. <u>Attorney Fees.</u> The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law. Attorney fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand.
- 4. <u>Application of Payments.</u> All payments received on account of any Owner or the Owner's property, may be applied first to post-judgment attorney's fees, costs and expense; then to costs and attorney's fees not reduced to a judgment; then to interest; then to late charges; then to return check charges; then to fines and other amounts levied pursuant to the Declaration; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.
- 5. <u>Time Frames</u>. The following time frames shall be followed in the collection of monthly installments of the annual assessment and for collection of other charges.

Due date 1st day of the year or as specified in any notice of assessment or charge for all other assessments, fines and charges.

Late Fee date 15 days after due date

Interest date 15 days after due date

First Notice from Association or manager 16 – 30 days after due date

Second Notice from Association or manager 30 – 60 days after due date

Delinquent account turned over to Association's attorney; demand letter sent to Owner.

90 days after due date

Lien filed 120 days after due date

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

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

- 6. <u>Notices: Use of Certified Mail/Regular Mail</u>. Late notices from the Association or manager may be considered routine and may be sent by regular mail. Collection or demand letters or notices from the attorney shall be sent by certified mail. Such letters may also be sent by regular mail.
- 7. Referral of Delinquent Accounts to Attorneys. Upon referral of a delinquent account to the Association's attorneys, the attorneys shall take appropriate action to collect the accounts referred. After an account has been referred to the Association's attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The Association's attorney is authorized to take whatever action is necessary, in consultation with the President of the Board of Directors or other person designated by the Board, believed to be in the best interest of the Association, including, but not limited to:

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

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

Upon referral of any matter to the Association's attorney, the Association shall pay the Association's attorneys their usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

- 8. <u>Notification to and Communication with Owners</u>. This Collection Policy shall be made available to all Owners by the Association as required by Colorado law. After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner shall be handled through the Association's attorney. Neither the manager, if any, nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case by case basis.
- 9. <u>Certificate of Status of Assessment/Estoppel Letter</u>. The Association shall furnish to an Owner or such Owner's designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The statement shall be delivered within 14 calendar days or 10 business days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested for a fee. The fee for the statement shall be assessed in accordance with the management company's fee schedule for such statements, which fee shall become an assessment. If the Owner's account has been turned over to the Association's attorney, such statement shall be handled through the Association's attorney and shall include any attorney fees incurred in providing the statement.
- 10. <u>Bankruptcies and Public Trustee Foreclosures</u>. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Lot within the Association, the Association shall advise the Association's attorney of the same and turn the account over to the Association's attorney.

- 11. <u>Waivers</u>. The Association may after the time for the filing of lawsuits and liens, or otherwise modify the procedures contained herein, as the Association shall determine appropriate under the particular circumstances. Any such accommodation shall be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.
- 12. <u>Amendment.</u> This Collection Policy may be amended from time to time by the Board of Directors.

	IN WIT	NESS W	HEREOF,	the und	dersigned	certify the	at this	Collection	Policy wa	is adopted
by Res	olution o	of the Boa	ard of Dire	ctors of	the Asso	ciation thi	s <u>28</u>	day of		

WILD POINTE RANCH HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,

Its: President

ATTEST:

WILD POINTE RANCH HOMEOWNERS ASSOCIATION CONDUCT OF MEETINGS POLICY AND PROCEDURE

Effective Date: February 28, 2008

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic policy and procedure to address conduct of Board and Member meetings.

The Association hereby adopts the following policy and procedure for Board and Member meetings:

1. BOARD MEETINGS

- A. Notice of special Board meetings shall be given at least 5 days prior to the meeting in person, or by mail, e-mail or fax. If notice is given by mail, it is deemed given 5 days after mailing. If a schedule is set for regular Board meetings, no notice beyond the schedule need be given.
- B. All Board meetings shall be open to attendance by Members of the Association, or their representatives, provided that the Board may go into executive session for any purpose allowed by law. Members may be excluded from executive session. Prior to going into executive session, the chair of the meeting shall announce the purpose for the executive session.
- C. The Board may post notice of upcoming Board meetings on a website and the bulletin board.
- D. The meeting agenda shall be made reasonably available for examination by Members of the Association or their designated representatives.
- E. There shall be a Members' forum at the beginning of each regular Board meeting. The Members' forum shall be for up to 15 minutes, although the Board may extend this time in its discretion. The rules for Member participation during the meetings are as follows:
 - (i) Each Member who wishes to address the Board on an agenda item or on any other matter will be given a reasonable time to speak, provided the chair may impose reasonable time limits to facilitate Member participation. After other Members have had an opportunity to speak, then a Member who has already spoken will be given another opportunity, time permitting.
 - (ii) Each Member who wishes to speak must be recognized by the chair. Once recognized, the Member shall state his/her name and address.
 - (iii) All comments must be delivered in a businesslike and professional manner. Personal attacks or inflammatory comments will not be permitted.
 - (iv) A Member who wishes to speak about any matter on the agenda of the Board meeting shall do so only during the Members' forum.
 - (v) The Board is not obligated to take immediate action on any item presented by a Member.
- F. Following the conclusion of the Members' forum, the Board will proceed with the business portion of the meeting. Members who attend or remain may not participate in

deliberation or discussion during this portion of the Board meeting unless expressly authorized by a vote of the majority of a quorum of the Board.

- G. Items shall be discussed pursuant to the meeting agenda, provided that items may be taken out of order if deemed advisable by a majority of Board Members present. Items not on the agenda may be discussed once all other items have been concluded, time permitting. If items that are not on the agenda are discussed, Members shall be given a reasonable opportunity to comment in accordance with the terms of Paragraph E above.
- H. Any director may make a motion. All motions shall be recorded in the minutes. Motions must be seconded to be discussed and voted upon. The minutes shall record the number of votes in favor, votes against, and abstentions. If any director requests his/her vote in favor or against or his/her abstention be recorded in the minutes, the minutes shall so reflect.
- |. Board meetings are not required to be held in accordance with Robert's Rules of Order.

2. ANNUAL MEETINGS/SPECIAL MEMBER MEETINGS

- A. Notice of a Membership meeting shall be given to each Member not less than 14 or more than 60 days prior to the meeting. Notice shall be given in person, by e-mail, fax or other wireless communication, or by mail. If notice is mailed, it shall be deemed to be given 5 days after mailing. Notice shall also be posted on the bulletin board. If a Member requests notice by e-mail only and provides an e-mail address, notice will be provided by e-mail.
- B. Each Member will sign in prior to the meeting for himself/herself and for any proxies he/she holds. Voting rights of delinquent Members are suspended and such Members shall not be given ballot. If an election or vote is to be held, the Member will be given the appropriate number of ballots.
- (i) Secret ballots are required for the following: any ballot for election of a contested position on the Board of Directors; and any ballot for other matters if so requested by at least 20% of the Members present in person or by proxy at the meeting.
- (ii) If secret balloting is not required, the Association may indicate the number of proxies held on the ballot itself.
- C. The President of the Board of Directors, or other person directed by the Board, will call the meeting to order and conduct the meeting. The meeting shall proceed in the order set forth in the agenda.
- D. Each Member who wishes to speak will be given 5 minutes to speak, provided the chair may impose reasonable time limits to facilitate Member participation. Members may not speak a second time until everyone who wishes to speak has been given an opportunity to speak once. Members may not speak more than twice on any one topic, subject to the chair's discretion.
- E. Members must maintain decorum and refrain from addressing the Membership or Board until recognized by the chair. Upon being recognized, the Member must state his/her name and address.
- F. Members may not interrupt anyone who validly has the floor, or otherwise disrupt the meeting. Members may not engage in personal attacks on either Board Members or other Association Members. All comments and questions are to be delivered in a businesslike manner and comments shall be confined to matters germane to the agenda item being discussed. No Member may use abusive, rude, threatening, vulgar or crude language.

Members must obey all orders made by the meeting chair, including an order to G. step down. Any Member who refuses to follow the above rules will be asked to leave the Η. meeting. Any motions must be seconded prior to discussion and voting. Because the nature of a motion and vote may be outside the Members' authority, the Board reserves the right to determine whether a motion will be considered binding on the Association or a recommendation for proceeding. Such determination may be made following consultation with legal counsel. Ballots shall be counted by a neutral third party or by a committee of volunteers who shall be Members selected or appointed at an open meeting by the President of the Board or other person presiding during that portion of the meeting. The committee of volunteers shall not be board members and, in case of a contested election for a Board position, shall not be candidates. The results of a vote taken by secret ballot shall be reported without identifying information of Members participating in such vote. Meetings are not required to be held in accordance with Robert's Rules of Order. K. IN WITNESS WHEREOF, the undersigned certify that this Conduct of Meetings Policy and Procedure was adopted by resolution of the Board of Directors of the Association on this 28 day of February , 2008. WILD POINTE RANCH HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,

WILD POINTE RANCH HOMEOWNERS ASSOCIATION CONFLICT OF INTEREST POLICY

Effective Date: February 28, 7008

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors of the Association desires to adopt a uniform and systematic policy to address conflicts of interest.

The Association hereby adopts the following policies and procedures to handling directors' conflicts of interest:

1. Definitions:

- A. "Conflicting interest transaction" means a contract, transaction or other financial relationship between: (A) the Association and a director, or (B) between the Association and a party related to a director, or (C) between the Association and an entity in which a director of the Association is a director or officer.
- B. "Party related to a director" means a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or 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.
- C. "Officer," for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.
- 2. The director shall disclose the conflicting interest in the proposed transaction in an open meeting prior to the discussion and vote. Such disclosure shall be reflected in the minutes of the meeting or other written form.
- 3. The director shall not take part in the discussion and shall leave the room during the discussion and the vote on the matter. Notwithstanding the foregoing, a majority of the disinterested Board members may ask the interested Board member to remain during any portion of the discussion and/or vote, provided that the director does not vote.
- 4. The interested director shall count for the purpose of establishing a quorum of the Board for the matter in which there is a conflict.
- 5. The contract, Board decision or other Board action must be approved by a majority of all the disinterested Board members. No contract, Board decision or other Board action in which a Board member has a conflict of interest shall be approved unless it is commercially reasonable to and/or in the best interests of the Association.
- 6. Notwithstanding anything to the contrary herein or in the Association's conflict of interest policy, no conflicting interest transaction shall be set aside solely because an interested director is present at, participates in or votes at a Board or committee meeting that authorizes, approves or ratifies the conflicting interest transaction if:
 - A. the material facts as to the director's relationship or interest as to the conflicting interest transaction are disclosed or known to the Board of Directors or the committee, and the 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 may be less than a quorum; or

- B. the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or known to the Members entitled to vote on the transaction, if any, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members entitled to vote; or
- C. the conflicting interest transaction is fair to the Association.
- 7. No loans shall be made by the Association to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment of the loan.

IN WITNESS WHEREOF, the undersigned certify that this Conflict of Interest Policy was adopted by resolution of the Board of Directors of the Association on this <u>28</u> day of <u>28</u>, 2008.

WILD POINTE RANCH HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,

Its: President

WILD POINTE RANCH HOMEOWNERS ASSOCIATION COVENANT AND RULE ENFORCEMENT POLICY AND PROCEDURE

Effective Date: February 28, 2008

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic policy to address covenant and rule enforcement.

The Association hereby adopts the following policies and procedures for covenant and rule enforcement:

- 1. <u>Enforcement Procedure.</u> The Board shall not impose fines, suspend voting rights or exercise self-help in the event of a rule or covenant violation unless and until the Association has sent or delivered written notice to the Owner and given the Owner the opportunity for a hearing pursuant to the procedures set forth in Article Eleven of the Bylaws.
- 2. <u>Complaint</u>. Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known. Complaints may also be initiated by the Manager or any member of the Board of Directors or a committee. Complaints that cannot be independently verified by a Board member or the Association's management agent must be in writing. The Board shall have no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.
- 3. <u>Board of Directors to Conduct Hearing.</u> The Board shall hear and decide cases set for hearing pursuant to the procedures set forth in the Bylaws. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall determine whether a violation exists and impose fines.
- 4. <u>Conflicts.</u> 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 Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

5. Fine Schedule.

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

First violation: Second violation: Third and subsequent violations: Courtesy reminder letter Warning letter/Notice of Hearing \$50,00/occurrence

Continuing violations shall be considered a separate occurrence for each day it continues and a per diem fine may be imposed after the hearing until such time as the violation is remedied.

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

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

- B. All fines shall be due and payable upon notice of the fine and will be late if not paid within 15 days of the date that the Owner is notified of the imposition of the fine. An interest charge of 18% per annum shall be invoked, plus a \$20.00 per month late charge. All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.
- 6. <u>Legal Action</u>. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, rules or resolutions without first following the preceding notice and hearing procedures, if the Board determines that such action is in the Association's best interests.
- 7. <u>Failure to Enforce</u>. Failure of the Association to enforce the Declaration, Bylaws, rules and resolutions will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced governing documents for the Association.

WILD POINTE RANCH HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,

By:

Its: President

WILD POINTE RANCH HOMEOWNERS ASSOCIATION INVESTMENT OF RESERVES POLICY

Effective Date: Lehwary 28, 2008

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic policy regarding investment of reserve funds.

The Association hereby adopts the following policies and procedures for investing reserve funds:

- 1. With regard to investment of reserve funds, directors and officers shall be subject to the standard of care outlined below. Officers, for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.
- A. Each director and officer shall perform their duties regarding investment of reserves in good faith, in a manner the director or officer reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of their duties, a director or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: (a) one or more officers or employees of the Association whom the director or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, professional property manager, public accountant, or other persons as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Association on which the director or officer does not serve if the director reasonably believes the committee merits confidence.
- B. A director or officer shall not be considered to be acting in good faith if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the Association or its Members for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director of officer performs his duties in compliance with this policy. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the Association or with respect to any property held or administered by the Association.
- 2. The Board of Directors shall establish the amount, if any, to be transferred to reserve funds on an annual basis. The amount shall be reflected in the budget to be ratified by the owners.
- 3. Reserves may be invested in certificates of deposit, money market deposit accounts, money market funds, U.S. treasury and government obligations, municipal bonds and other state obligations, and other investments recommended by a financial advisor pursuant to the Association's investment goals. No funds shall be deposited or invested except in authorized investment funds. All investments must be insured by FDIC, SIPC or comparable insurance.
- 4. The reserve funds shall be invested to achieve the following goals, in descending order of importance:
 - A. Promote and ensure the preservation of principal;
 - B. Structure maturities to ensure liquidity and accessibility of funds for projected or unexpected expenditures;
 - Mitigate the effects of interest rate volatility upon reserve assets;

- D. Seek the highest level of return that is consistent with preserving the principal and accumulated interest;
- E. Minimize investment costs.
- 5. The Board may consider the following circumstances in investing reserve funds:
 - A. General economic conditions;
 - B. Possible effect of inflation or deflation;
 - C. Expected tax consequences;
 - D. Role that each investment plays in the overall investment portfolio;
 - E. Other resources of the Association.
- 6. All accounts, instruments and other documentation of such investments shall be subject to the approval of, and may from time to time be amended by, the Board of Directors as appropriate, and shall be reviewed at least once per year.
- 7. The President, Treasurer or Manager, if authorized by the Board, shall be authorized and empowered to purchase, invest in, acquire, sell or assign any and all types and kinds of investments meeting the goals in paragraph 3; and to enter into agreements, contracts and arrangements with respect to such security transactions and to execute, sign or endorse agreements on behalf of the Association. To withdraw or transfer funds, the signature of two of the aforementioned persons shall be required.
- 8. The Association may carry fidelity insurance to protect against theft or dishonesty from anyone with access to the reserve funds.
- 9. The Association's manager or other person designated by the Board shall maintain monthly statements, including detailed accounting of current values, income and all transactions.

IN WITNESS WHEREOF, the undersigned certify that the Investment of Reserves Policy was adopted by resolution of the Board of Directors of the Association this _______, day of _________, 2008.

WILD POINTE RANCH HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,

Its: President

ATTEST:

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WILD POINTE RANCH HOMEOWNERS ASSOCIATION RECORDS INSPECTION POLICY

Effective Date: February 28, 2008

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic records inspection policy.

The Association hereby adopts the following policies and procedures for records inspection:

- The Association shall maintain, at a minimum, the following records:
 - A. financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Colorado Common Interest Ownership Act;
 - B. minutes of Membership meetings, minutes of Board meetings, a record of all actions taken by the Members or Board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board;
 - a record of Members in a form that permits preparation of a list of names and addresses of all Members, showing the number of votes each Member is entitled to vote ("Membership list");
 - D. the Articles of Incorporation, Declaration, Covenants, Bylaws, rules and regulations, and resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members;
 - E. written communications within the past three years to Members generally as Members;
 - F. a list of the names and business or home addresses of its current directors and officers;
 - G. its most recent annual report, if any; and
 - H. all financial audits or reviews conducted pursuant to the Colorado Common Interest Ownership Act during the immediate preceding three years.
- 2. Records shall be made reasonably available for inspection and copying by a Member or the Member's authorized agent. "Reasonably available" means available during normal business hours upon notice of 5 business days or, if agreed to by the Owner, at the next regularly scheduled meeting, if such meeting occurs within 30 days after the request, 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 are relevant to the purpose of the request.

The Board may require all requests be submitted on the form attached to this policy.

- 3. A Membership list may not be:
 - A. used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
 - B. used for any commercial purpose;
 - C. sold to or purchased by any person; or
 - D. used for any other purpose prohibited by law.

Any Member requesting a Membership list shall be required to sign the agreement attached to this policy indicating that he/she will not use the list for the purposes stated above.

- 4. Upon receipt of a request, the Association shall make an appointment with the Owner, at a time convenient to both parties, to conduct the inspection. Unless otherwise agreed, all records shall be inspected at the management company's office. All appointments for inspection will be limited to 4 hours. If additional time is needed, another appointment will be made within 1 week, at a time convenient to both parties.
- 5. At the discretion of the Board of Directors or Manager, records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board.
- 6. During inspection, an Owner may designate pages to be copied with a paperclip, post-it note, or other means provided by the Association. Copies will be made at a cost based on the standard schedule of fees charged by the Association's management agent, which charges shall include retrieval costs for off-site files. The Owner shall be responsible for paying the total copying cost prior to receiving the copies.
- 7. Records may not be removed from the office in which they are inspected without the express written consent of the Board.
- 8. The following records will not be available for inspection without the express written consent of the Board:
 - documents which are privileged or confidential between attorney and client or which concern pending or imminent court proceedings;
 - B. documents related to investigative proceedings concerning possible or actual criminal misconduct:
 - documents which, if disclosed, would constitute an unwarranted invasion of individual privacy;
 - D. documents which the Association is prohibited from disclosing to a third party as a matter of law; and
 - E. inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.
- 9. The Association may pursue any Owner for damages or injunctive relief or both, including reasonable attorney fees, for abuse of inspection and copying rights, including use of any records for a purpose other than that stated in the Owner's request.

adopted by resolution of the Bo	PF, the undersigned certify that this Records Inspection Policy was ard of Directors of the Association on this 28 day of	
	WILD POINTE RANCH HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,	
	By:	
ATTEST:		
By: Uny Herlenlively		

WILD POINTE RANCH HOMEOWNERS ASSOCIATION

REQUEST FOR ACCESS TO ASSOCIATION RECORDS

Member Name:		Date:
Address:		
Telephone #:		
Pointe Ranch Homeowi understand that upon re	e Association's Records Inspection Pol Association provide access to the reco of of this request, the Association will se ars or provide the copies at the next regi	ords of the Association. I et an appointment with me
1. The records tha	rish to review are (attach a separate pie	ece of paper if necessary):
B		
related to my Members	uest to review the records of the Associ n the Association, and that this request n. Specifically, my purpose for wanting	is not for commercial purposes
and accept that the reciplace as the Associatio copies of these docume documents. In the ever improper purpose, I will the Association, including	accept the Association's records inspect of the Association will be made available to provides, and that there may be a for me. I agree to pay any costs associate records provided to me by the Associates provided to me by the Associates provided to me to the Associates provided to the subject to all through its governing documents and/or the Association of the Association	ple to me only at such time and cost associated with providing lated with copying these ation are used for any enalties and costs incurred by a enforcement procedures
Member Signature:	Date:	<u>.</u>

AGREEMENT REGARDING USE OF THE MEMBERSHIP LIST FOR WILD POINTE RANCH HOMEOWNERS ASSOCIATION

Member Name	: Date:		
Address:			
Telephone #: _			
I have requeste	ed a copy of the Membership list for Wild Pointe Ranch Homeowners Association		
The list shall be	e used only for the following purpose(s):		
thereof, may not the Association	nat under the terms of Colorado law, the Membership or voting list, or any portion of be obtained or used for any purpose unrelated to my interests as a Member of n. I further understand and agree that without limiting the generality of the Membership list, or any portion thereof, may not be:		
A.	Used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;		
В.	Used for any commercial purpose;		
C.	Sold to or purchased by any person; or		
D.	Used for any other purpose prohibited by law.		
damages, pensubject to all e	e list is used for any improper purpose, I will be responsible for any and all alties and costs incurred by the Association, including attorney fees, and I shall be nforcement procedures available to the Association through its governing d/or Colorado law.		
Understood an	nd agreed to this day of, 200_ by:		
Member Signa	iture: Date:		

WILD POINTE RANCH HOMEOWNERS ASSOCIATION DISPUTE RESOLUTION POLICY

Effective Date: February 28, 2008

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic dispute resolution policy.

The Association hereby adopts the following policies and procedures for dispute resolution:

- Declaration Requirements. Any dispute or claim required to be submitted to alternative dispute resolution procedures pursuant to Article XIV, Section 14.3 and Exhibit B of the Declaration shall be so submitted.
- 2. Other Disputes or Claims. The Association encourages Owners or residents with other disputes to resolve such disputes without court proceedings. The Association will take reasonable steps to facilitate negotiation or mediation between Owners and/or residents, but will have no responsibility for any costs incurred by the parties to the dispute resolution process. For any step in the dispute resolution process, the parties are not waiving their right to employ legal counsel at their own expense to assist them.
- A. Required dispute resolution procedure. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the Association's property manager. The Owner, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's grievance. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than 14 or more than 30 days from the date of receipt of the request. If the dispute cannot be resolved, the parties may utilize the discretionary mediation procedure set forth below, but shall not be required to do so.
- B. <u>Discretionary dispute resolution procedures</u>. The parties to a dispute not subject to the procedures set forth in Exhibit B may agree to follow such procedures to resolve the dispute.

adopted by resolution of the Board	ndersigned certify that this Dispute Resolution Policy was ard of Directors of the Association on this <u>28</u> day of
	WILD POINTE RANCH HOMEOWNERS ASSOCIATION, a Colorado popprofit corporation

Its: President

By: Uny Herlenlively