

**Governance Policies
of
Antlers Condominiums
Vail/Lionshead**

Adopted: 12/6/14 Effective: 12/6/14

TABLE OF CONTENTS

- 1. Introduction and Definitions**
- 2. Policies and Procedures for Collection of Unpaid Assessments**
- 3. Board Member Conflicts of Interest and Code of Ethics**
- 4. Procedures for Conduct of Meetings**
- 5. Policies and Procedures for Covenant and Rule Enforcement**
- 6. Dispute Resolution**
- 7. Policy and Procedure for Inspection and Copying of Association Records**
- 8. Investment of Reserves Policy**
- 9. Reserve Study and Reserve Funding Policies**
- 10. Procedures for Adoption of Policies, Procedures, Rules, Regulations, or Guidelines**

Introduction and Definitions

1. Definitions. Unless otherwise defined, initially capitalized or terms defined in the Declaration may have the same meaning in these policies and procedures.
2. Supplement to Law. The provisions of these Governance Policies will be in addition to and in supplement of the terms and provisions of the Declaration, Articles of Incorporation, Bylaws of the Association, and Rules and Regulations of the Association, as well as the law of the State of Colorado governing the Community.
3. Deviations. The Board may deviate from the procedures set forth if in its sole discretion such deviation is reasonable under the circumstances.
4. Amendment. These Policies may be amended from time to time by the Board of Directors.

Policies and Procedures for Collection of Unpaid Assessments

1. **Due Dates.** The monthly installments of the annual assessment as determined by the Association and as allowed for in the Declaration are due and payable on the first day of each month. Assessments or other charges not paid in full to the Association within one day of the due date will be deemed past due and delinquent. Assessments or other charges not paid in full to the Association within 45 days of the due date may incur interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit may also be charged any costs incurred by the Association in giving notice of such acceleration.

2. **Receipt Date.** The Association will post payments on the day that the payment is received by the Association.

3. **Interest on Delinquent Installments.** The Association will impose interest from the date due at the rate of 1.5% per month on the amount owed for each Owner who fails to timely pay their monthly installment of the annual assessment within 45 days of the due date.

4. **Other Charges and Fees.**

(a) Other charges, including, but not limited to charges levied by the Association's managing agent for tracking delinquent accounts, sending delinquency letters and filing liens may be levied against the delinquent Owner.

(b) The Association may impose the following fees:

- (1) Account receivable service or tracking fee of its managing agent;
- (2) Demand letter fee of its managing agent
- (3) Notice of lien fee of its managing agent

(c) These charges may be imposed quarterly, or on another periodic basis as the Association and/or its managing agent may determine, once sums are past due.

(d) These charges are a "common expense" for each delinquent Owner.

(e) These charges are a personal obligation of the Owner and lien on the Unit.

5. **Return Check Charges.** In addition to any and all charges imposed under the Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association or this Resolution, a fee in the amount charged by the Association's bank or other amount deemed appropriate by the Board of Directors will be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check

charge will be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. 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. This return check charge will be in addition to any late fees or interest incurred by an Owner. Any returned check will cause an account to be past due if full payment of the monthly installment of the annual assessment is not timely made within 45 days of the due date.

6. Notice to Owner Before Referral for Collection.

(a) After payment is not received, within 90 days after the due date, the Association must send a notice to the Owner.

(b) The notice must inform the Owner:

- ◆ of the total amount due
- ◆ account for total due
- ◆ that a notice of assessment lien (in addition to the lien established by the Declaration and recognized by state statutes) may be recorded against the property of the Owner
- ◆ whether the opportunity to enter into a payment plan exists (as provided by this Collection Policy)
- ◆ how the Owner may contact the Association to enter into a payment plan (if a payment plan is available)
- ◆ of 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
- ◆ that payment is required to cure the delinquency
- ◆ that failure to pay within 30 days may result in the Owner's delinquent account being turned over to the attorneys for the Association or a collection agency
- ◆ that a lawsuit on the Owner's promise to pay, a foreclosure of the Association's lien or both may be filed against the Owner
- ◆ that other remedies available under Colorado law may be sought by the Association.

7. Payment Plans.

(a) The Association, through its managing agent, will make a good faith effort to coordinate with the Owner to set up a payment plan.

(b) An Owner may enter into a payment plan to pay off a deficiency in equal installments over a minimum period of six months or such longer period as authorized by the Board of Directors.

(c) If the Owner fails to comply with the terms of the payment plan (fails to remit payment of an agreed-upon installment or fails to remain current with regular assessments as they come due during the payment plan term), the Association may pursue legal action.

(d) The Association is not obligated to negotiate a payment plan with an Owner who has previously entered into a payment plan. Further, the Association is not obligated to enter a payment plan if the Owner does not occupy the Unit and has acquired the property as a result of a default of a security interest encumbering the Unit or foreclosure of the Association's lien.

8. Recording Notice of Lien. After payment is not received within 120 days after the due date, the Association may cause a Notice of Lien to be recorded.

9. Referral of Delinquent Accounts to Attorneys.

(a) Upon referral to the Association's attorney, the attorney will take all appropriate action to collect the accounts referred. Once an account has been referred to an attorney, the account will remain with the attorney until the account is settled, has a zero balance or is written off.

(b) All sums collected on a delinquent account that has been turned over for collection are to be remitted to the Association's attorney until the account is brought current.

(c) All payment plans involving accounts referred to an attorney for collection will be set up and monitored through the attorney in consultation with the Association

(d) Upon referral of any matter to the Association's attorney, the Association will pay the attorney's 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.

10. Remedies.

(a) Lawsuits on Promise/Covenant to Pay. The Association may pursue a lawsuit against an Owner who has sums due the Association, based on the covenant (or promise) to pay the Association as set forth in the Declaration.

(b) Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to other remedies, as provided for in this policy. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

- ◆ If the Association forecloses on its lien, the Owner will lose the Owner's property
- ◆ The Association will not commence a foreclosure action unless the balance of the assessments and charges secured by its lien (which may include late fees, fines, and other charges) equals or exceeds six months of common expense assessments based on the Association's periodic budget.
- ◆ Prior to filing a foreclosure lawsuit, the Board must resolve, by a recorded vote, to authorize the filing against the specific unit, on an individual basis.

(c) Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law.

(d) General. The Association has all of the remedies available to it under the Declaration and Colorado law.

11. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association is entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association will be due and payable immediately when incurred, upon demand.

12. Application of Payments. All sums collected on a delinquent account that has been turned over to the Association's attorney will be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), will be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

7. Collection Process.

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Antlers Condominiums Vail/Lionshead

(a) After an installment of an annual assessment or other charges due to the Association becomes more than 45 days delinquent, the manager will send a written notice (“First Notice”) of non-payment, amount past due, notice that interest has accrued and request for immediate payment.

(b) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the manager will send a second written notice (“Second Notice”) of non-payment, amount past due, notice that interest has accrued, notice of intent to file a lien and request for immediate payment.

(c) After an installment of an annual assessment or other charges due to the Association becomes more than 120 days delinquent, the manager will file a lien and turn the account over to the Association’s attorney for collection.

8. Suspension of Voting Rights. The Association may elect to suspend the voting rights of any Owner whose account is past due.

9. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account. Such acceleration will result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.

10. Collection Procedures/Time Frames. The following time frames will be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	First day of the month due
Past Due Date (date payment is late if not received before that date)	One day after due date
First Notice (notice that interest has accrued)	45 days after due date
Second Notice (notice that interest has accrued, notice of intent to file lien)	90 days after due date
Delinquent account turned over to Association’s attorney;	120 days after due date

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Lien filed; Demand letter sent to Owner.	
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The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

11. Certificate of Status of Assessment. The Association will furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property. The Association may charge a reasonable fee for such statement. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney or collection agent.

12. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, the manager will notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

13. Use of Certified Mail/Regular Mail. In the event the Association sends a collection or demand letter or notices to a delinquent Owner by regular mail, the Association may, but is not required to, send an additional copy of that letter or notice by certified mail.

14. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances.

15. Communication with Owners. All communication with a delinquent Owner will be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Manager nor any member of the Board of Directors will 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.

16. Defenses. Failure of the Association to comply with any provision in this Policy will not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.

Board Member Conflicts of Interest and Code of Ethics

1. General Duty. The Board of Directors will use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors will exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.

2. Definition of "Conflict of Interest". A conflict exists whenever any contract, decision or other action taken by or on behalf of the Board would financially benefit: (i) a Director; (ii) a parent, grandparent, spouse, child, or sibling of the Director; (iii) a parent or spouse of any of the persons in subsection (ii); (iv) an entity in which a Director is a director or officer or has a financial interest.

3. Disclosure of Conflict. Any conflict of interest on the part of any Director will be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director may be present during, but may not participate in the discussion or vote on the matter. The minutes of the meeting will reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

4. Failure to Disclose Conflict. Any contract entered into in violation of this policy will be void and unenforceable. In such event, the Board, at the next meeting of the Board, will vote again on the contract, decision or other action taken in violation of this Policy.

5. Code of Ethics. In addition to the above, each Director and the Board as a whole will adhere to the following Code of Ethics:

(a) No Director will use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.

(b) No contributions will be made to any political parties or political candidates by the Association.

(c) No Director will solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

(d) No director will accept a gift or favor made with the intent of influencing a decision or action on any official matter.

(e) No Director will receive any compensation from the Association for acting as a volunteer.

(f) Directors may not willingly misrepresent facts to the members of the Community for the sole purpose of advancing a personal cause or influencing the Community to place pressure on the Board to advance a personal cause.

(g) No Director will interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors will go through the Board President or be in accordance with this Policy.

(h) No Director will harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

(i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contract during negotiations.

(j) Any Director convicted of a felony must voluntarily resign from his/her position.

(k) No Director will knowingly misrepresent any facts to anyone involved in anything with the Community which would benefit himself/herself in any way.

(l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, resident, managers, service providers and Directors are prohibited and are not consistent with the best interest of the Community.

Procedures for the Conduct of Meetings

1. Owner Meetings. Meetings of the Owners of the Association will be called pursuant to the Bylaws of the Association.
2. Notice of Member Meetings – Posting. In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted in the lobby at least 30 days prior to each such meeting, or as may otherwise be required by Colorado law.
3. Notice of Member Meetings – Email. If any Owner has requested that the Association provide notice via email and has provided the Association with an email address, the Association shall send notice of all Owner meetings to such Owner at the email address provided as soon as possible after notice is provided pursuant to the Bylaws but in no case less than 24 hours prior to any such meeting.
4. Conduct at Member Meetings. All Owner meetings will be governed by the following rules of conduct and order:
 - (a) The President of the Association or designee will chair all Owner meetings.
 - (b) All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).
 - (c) Any person desiring to speak will sign up on the list provided at check in and indicate if he/she is for or against an agenda item.
 - (d) Anyone wishing to speak must first be recognized by the Chair.
 - (e) Only one person may speak at a time.
 - (f) Each person who speaks will first state his or her name and Unit address.
 - (g) Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
 - (h) Those addressing the meeting will be permitted to speak without interruption from anyone as long as these rules are followed.
 - (i) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
 - (j) Each person may be given a maximum time to make a statement or to ask questions, as determined by the Chair, but such limit will be uniform for all persons addressing the meeting. The Board may decide whether or not to answer questions during the meeting.
 - (k) All actions and/or decisions will require a first and second motion.
 - (l) Once a vote has been taken, there will be no further discussion regarding that topic.

- (m) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video or otherwise recorded. Minutes of actions taken will be kept by the association.
- (n) Anyone disrupting the meeting, as determined by the Chair, will be asked to “come to order.” Anyone who does not come to order will be requested to immediately leave the meeting.
- (o) The Chair may establish such additional rules of order as may be necessary from time to time.

5. Voting at Member Meetings. All votes taken at Owner meetings will be taken as follows:

(a) Election of Board members will be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws will receive a ballot. The ballot must not contain identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary’s designee, the Owner will receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy will be kept and retained by the Association.

(b) All other votes taken at a meeting of the Owners may be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot, unless otherwise required by law.

(c) Written ballots will be counted by a neutral third party (which excludes the Association’s Manager or legal counsel) or by an Owner(s), who is not a candidate, selected randomly from a pool of two or more unit Owners. The Chair will specify the procedure for randomly selecting the Owner(s). Such procedure will ensure that the Owner(s) selected is done so without being chosen by the Chair, Board of Directors or candidates.

(d) The individual(s) counting the ballots will 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.

6. Proxies may be given by any Owner as allowed by C.R.S. 7-127-203. All proxies will be reviewed by the Association’s Secretary or designee as to the following:

- (a) Validity of the signature
- (b) Signatory’s authority to sign for the unit Owner
- (c) Authority of the unit Owner to vote
- (d) Conflicting proxies
- (e) Expiration of the proxy

7. Board Meetings. Meetings of the Board of Directors of the Association will be called pursuant to the Bylaws of the Association.

8. Conduct at Board Meetings. All Board meetings will be governed by the following rules of conduct and order:

- (a) The President of the Association, or designee, shall chair all Board meetings.
- (b) All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address.
- (c) All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the meeting. Any Owner wishing to speak shall so indicate so at the time of sign in.
- (d) Anyone desiring to speak shall first be recognized by the Chair.
- (e) Only one person may speak at a time.
- (f) Each person speaking shall first state his or her name and Unit address.
- (g) Any person who is represented by another person, as indicated by a written instrument, at the meeting shall be permitted to have such person speak for them.
- (h) Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
- (i) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
- (j) Each person may be given a maximum time to speak or to ask questions, as determined by the Chair, but such time shall be uniform for all persons addressing the meeting. Questions may not be answered until a later date.
- (k) No meeting of the Board may be audio, video or otherwise recorded except by the Board to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association.
- (l) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the meeting.

9. Owner Input at Board Meetings. 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 will be afforded an opportunity to speak on the motion as follows:

(a) The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion.

(b) The Chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak.

(c) The Chair will also announce the procedure for who will be permitted to speak if not everyone desiring to speak will be permitted to speak.

(d) Following Owner input, the Chair will declare Owner input closed and there will be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

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Antlers Condominiums Vail/Lionshead

Policies and Procedures for Covenant and Rule Enforcement

1. **Reporting Violations.** Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.

2. **Complaints.**

(a) Complaints by Owners or residents must be in writing and submitted to the Board of Directors. The complaining Owner or resident will have observed the alleged violation and will identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

(b) Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.

3. **Investigation.** Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board will have sole discretion in appointing an individual or committee to investigate the matter.

4. **Initial Warning Letter.** If a violation is found to exist, a warning letter will be sent to the Violator explaining the nature of the violation. The Violator will have 30 days from the date of the letter to come into compliance.

5. **Continued Violation After Initial Warning Letter.** If the alleged Violator does not come into compliance within 30 days of the first warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter will then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter will further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 30 days of the date on the second violation letter.

6. **Notice of Hearing.** If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.

7. Hearing. At the beginning of each hearing, the presiding officer, will introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator is required to be in attendance at the hearing. The Board will base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings will be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Board will, within a reasonable time, not to exceed 10 days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, will be by a majority of the Board members present at the hearing. Failure to strictly follow the hearing procedures set forth above will not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

8. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 30 days of the second letter, or fails to appear at the hearing, the Board may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

9. Notification of Decision. The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within 15 days of the hearing, or if no hearing is requested, within 15 days of the final decision.

10. Fine Schedule. The following fine schedule has been adopted for all recurring covenant violations:

First violation	Warning letter
Second violation (of same covenant or rule)	up to \$100.00
Third violation (of same covenant or rule)	up to \$200.00
Fourth and subsequent violations (of same covenant or rule)	up to \$300.00

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Third and subsequent covenant violations (whether such violations are of the same covenant or different covenants) may be turned over to the Association's attorney to take appropriate legal action.

11. Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

12. Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.

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Dispute Resolution

1. Alternative Dispute Resolution Procedures. Alternative methods of dispute resolution to avoid litigation encouraged by the Board of Directors include negotiation and mediation. The Association encourages Owners or residents with 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.

2. 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 will be in writing and will 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, must make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and will give the Board a reasonable opportunity to address the Owner's grievance. Upon receiving a request for a hearing, the Board will give notice of the date, time and place of the hearing to the person requesting the hearing. The Board will schedule the hearing for a date not less than 14 or more than 30 days from the date of the receipt of the request. If the dispute cannot be resolved, the parties may utilize the discretionary mediation procedure set forth below, but will not be required to do so.

3. Discretionary Dispute Resolution Procedures. The procedures set forth below may be used in disputes between Owners and residents. At its discretion, the Board of Directors may utilize the procedures set forth below to resolve disputes with Owners prior to filing litigation.

(a) Negotiation. A request for dispute resolution by negotiation may be initiated by an Owner of the Association. Any such request will be in writing stating the nature and any details of the dispute and will be personally delivered to the other party. So long as the other party agrees to negotiate, a meeting will be held between the parties to being a good faith attempt to negotiate a resolution not less than 14 or more than 30 days of receipt of such request, unless otherwise extended by written agreement. Through negotiation, the parties will communicate directly with each other in an effort to reach an agreement that serves the interests of both parties. Should the dispute pertain to property issues, each party will be granted the right to inspect the alleged defects or problems at a time convenient to everyone involved.

(b) Mediation. If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation. If the parties agree to mediate the dispute prior to seeking other remedies, they will participate in good faith in the

mediation. The role of the mediator is to facilitate further negotiation between the parties. The mediator will not have power to decide how to resolve the dispute but will use recognized, accepted mediation techniques to assist the parties in making that decision. The mediator will be selected by a consensus of the parties involved within 14 days of the receipt of the request. Any cost of mediation will be shared equally among the parties unless they and the mediator agree otherwise.

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Policy and Procedure for Inspection and Copying of Association Records

1. Maintenance of Records. In addition to any records specifically required by the Association's Declaration or Bylaws, the Association will maintain the following records:

- (a) Detailed records of receipts and expenditures affecting the operation and administration of the Association;
- (b) Records of claims for construction defects and amounts received pursuant to settlement of those claims;
- (c) Minutes of all Board and Member meetings;
- (d) A record of all actions taken by the Board or Members by written ballot in lieu of a meeting;
- (e) 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 Association's Bylaws or Colorado law.
- (f) A record of all actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association;
- (g) All waivers of the notice requirements for Member meetings, Board member meetings, or committee meetings;
- (h) The names of Members in a form that permits preparation of a list of names and physical mailing addresses of all Members, showing the number of votes each Member is entitled to vote ("Membership list");
- (i) The current Articles of Incorporation, Declaration, Covenants, Bylaws, Rules and Regulations, responsible governance policies required pursuant to Colorado law, and any other policies adopted by the Board;
- (j) Financial statements, to the extent available, showing, in reasonable detail, the Association's assets and liabilities and results of its operations for the past three years;
- (k) Tax returns for the past seven years, to the extent available;
- (l) A list of the names, email addresses, and physical mailing addresses of its current directors and officers;

- (m) Its most recent annual report delivered to the Secretary of State;
- (n) Financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Colorado Common Interest Ownership Act;
- (o) The Association's most recent reserve study, if any
- (p) Current written contracts to which the Association is party;
- (q) Written contracts for work performed for the Association within the immediately preceding two years;
- (r) Records of Board or committee actions to approve or deny design or architectural approval from members
- (s) Ballots, proxies, and other records related to voting by Members for one year after the election, action, or vote to which they relate (provided that any identifying information on ballots may be redacted prior to inspection by an Owner).
- (t) Resolutions adopted by the Board relating the characteristics, qualifications, rights, limitations and obligations of Members or any class of Members;
- (u) Written communications within the past three years to Members generally as Members
- (v) The following additional information as required by C.R.S. § 38-33.3-209.4 as part of the Association's annual disclosures:
 - (1) the date on which the fiscal year commences;
 - (2) the operating budget for the current fiscal year;
 - (3) a list, by unit type, of the Association's current assessments (regular and special);
 - (4) the annual financial statements, including any amounts held in reserve, for the fiscal year immediately preceding the current annual disclosure;
 - (5) the results of the most recent available financial audit or review, if any; and
 - (6) a list of all Association insurance policies, including company names, policy limits, policy deductibles, additional named insureds, and expiration dates.

2. Sole Records. These records will be the sole records of the Association. If the Association stores other types of documentation, or stores documentation for a longer

Adopted: 12/6/14
 Effective: 12/6/14

time period than may be required above, such documents will not be considered records of the Association.

3. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, subject to the exclusions, conditions and requirements set forth below:

- (a) The inspection and/or copying of the records of the Association will be at the Owner's expense;
- (b) The inspection and/or copying of the records of the Association will be conducted during regular business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, at 680 W. Lionshead Place, Vail, Colorado 81657 after written request of at least 10 days or at the next regularly scheduled meeting, if such meeting occurs within 30 days after the request.
- (c) The written request must describe the records sought with reasonable particularity; and
- (d) The Board may require the Owner to complete and sign the Agreement Regarding Inspection of Association Records prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement will be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.

4. Proper Purpose/Limitation. Association records will not be used by any Owner for:

- (a) Any purpose unrelated to an Owner's interest as an Owner;
- (b) The purpose of soliciting 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;
- (c) Any commercial purpose;
- (d) For the purpose of giving, selling, or distributing such Association records to any person; or
- (e) Any improper purpose as determined in the sole discretion of the Board.

5. Permissive Exclusions. Pursuant to Colorado law, the following records may be withheld from inspection and copying to the extent that such records are or concern:

- (a) Architectural drawings, plans, and designs, unless the legal owner of such drawings, plan, or designs provides written consent to the release;

- (b) Contracts, leases, bids or records related to transactions to purchase or provide goods or services that are still in or under negotiation;
- (c) Communication with legal counsel protected by the attorney-client privilege or the attorney work product doctrine;
- (d) Disclosure of information in violation of law;
- (e) Records of an executive session of the Boards; and
- (f) Records related to an individual unit other than the Members'.

6. Mandatory Exclusions. The following records will NOT be available for inspection and/or copying as they are deemed confidential:

- (a) Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting;
- (b) Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and
- (c) Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to:
 - (1) social security numbers;
 - (2) dates of birth;
 - (3) personal bank account information;
 - (4) telephone numbers;
 - (5) email addresses; and
 - (6) driver's license numbers.

7. Fees/Costs. Any Owner requesting copies of Association records may be responsible for all actual costs incurred by the Association, including the cost to search, retrieve, and copy the record(s) requested. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit will be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner will pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference will be returned to the Owner with the copies. There will be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.

8. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.

9. Original. No Owner will remove any original book or record of the Association from the place of inspection nor will any Owner alter, destroy or mark in any manner, any original book or record of the Association.

10. Creation of Records. Nothing contained in this Policy will be construed to require the Association to create records that do not exist or compile records in a particular format or order.

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS OF
ANTLERS CONDOMINIUMS VAIL/LIONSHEAD**

REQUEST FOR ACCESS TO ASSOCIATION RECORDS

Member Name: _____ Date: _____

Address: _____

Telephone #: _____

Pursuant to state law and the Association's Records Inspection Policy, I hereby request that the Antlers Condominium Association at Vail/Lionshead provide access to the records of the Association. I understand that upon receipt of this request, the Association will set an appointment with me during regular business hours.

1. The records that I wish to review are (attach a separate piece of paper if necessary):

- A. _____
- B. _____
- C. _____

2. I acknowledge and accept the Association's records inspection policy. I acknowledge and accept that the records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with providing copies of these documents for me. I agree to pay any costs associated with copying these documents. In the event the records provided to me by the Association are used for any improper purpose, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I will be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Member Signature: _____ Date: _____

**AGREEMENT REGARDING USE OF THE MEMBERSHIP LIST FOR
ANTLERS CONDOMINIUMS VAIL/LIONSHEAD**

Member Name: _____ Date: _____

Address: _____

Telephone #: _____

I have requested a copy of the Membership list for Antlers Condominiums
Vail/Lionshead.

I understand that under the terms of Colorado law, the Membership or voting 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;
- B. Used for any commercial purpose;
- C. Sold to or purchased by any person; or
- D. Used for any other purpose prohibited by law.

In the event the list is used for any improper purpose, I will be responsible for any and all
damages, penalties and costs incurred by the Association, including attorney fees, and I
will be subject to all enforcement procedures available to the Association through its
governing documents and/or Colorado law.

Understood and agreed to this _____ day of _____, 20__ by:

Member Signature: _____ Date: _____

Investment of Reserves Policy

1. Investment of Reserves. The Board of Directors of the Association will invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies, listed in order of importance:
 - (a) Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.
 - (b) Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
 - (c) Minimal Costs. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.
 - (d) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
 - (e) Return. Funds should be invested to seek the highest level of return.
2. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.
3. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach.
4. Independent Professional Investment Assistance. The Board of Directors of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.
5. Review and Control. The Board will review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and will make prudent adjustments as needed.

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Antlers Condominiums Vail/Lionshead

Reserve Study and Reserve Funding Policies

1. Reserve Study Policy.

- (a) The Association is not required under the Community's governing documents to have a reserve study.
- (b) The Association may have a reserve study prepared by a professional reserve study specialist or other person.
- (c) The Association may periodically update this reserve study, at least once every five years. Updates may be performed by the Board or other person or entity designated by the Board.
- (d) Updates may be based on a physical examination of the Community by the person(s) preparing the update.

2. Reserve Funding Policy. Funding for replacement is planned and projected to be an assessment of the Owners, as determined, periodically, by the Board or from the following sources:

- (a) Cash on hand
- (b) Annual assessments of Owners
- (c) Special assessments of Owners
- (d) A loan, as may be obtained by the Association, and/or
- (e) Any combination of the above.

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Procedures for Adoption of Policies, Procedures, Rules, Regulations, or Guidelines

1. Scope. The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law.
2. Drafting Procedure. The Board may consider the following in drafting the Policy:
 - (a) Whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;
 - (b) The need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and
 - (c) The immediate and long-term impact and implications of the Policy.
3. Notice and Comment. A copy of the proposed Policy will be provided to all Owners and Owners will be allowed a minimum of one week to provide comment and/or feedback on the proposed Policy.
4. Emergency. The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical given the emergency nature of such Policy.
5. Adoption Procedure. After the period for Owner comment expires, the Board may adopt any Policy. Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) will be provided to all Owners by any reasonable method as determined by the sole discretion of the Board, including but not limited to posting on the Association's website.

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