

WEST VILLAGE CONDOMINIUM ASSOCIATION
POLICY AND PROCEDURE FOR ENFORCEMENT OF
COVENANTS AND RULES

WHEREAS, West Village Condominium Association hereinafter referred to as ("Association") has been granted the right per the Bylaws for West Village Condominium Association ("Bylaws"), to establish, make and enforce rules and regulations; and

WHEREAS, the Association has determined in order to uniformly an defectively enforce Association covenants and rules, it is appropriate and proper of a policy and procedure to be adopted in regard to the same;

WHEREAS, in order to comply with C.R.S. 38-33.3-209.5(1)(b)(iv). The Association is hereby adopting this policy and procedure for enforcement of covenants and rules;

NOW, THEREFORE, it is resolved that the following policy and procedures are hereby adopted by the Board of the Association:

1. These policies and procedures are hereby adopted for the purpose of compliance with C.R.S. 38-33.3-209.5(1)(b)(iv), and to promote the recreation, health, safety, and welfare of the owners and residence of the Association, for the improvement and maintenance of the Common Area, and to maintain a uniform and fair procedure for enforcement of the Association governing documents.
2. These policies and procedures shall govern the enforcement of covenants and rules other than those adopted for collection of unpaid assessments which are addressed elsewhere in the Association governing documents and by a separate policy and procedure for the same, adopted by the Board.
3. All owners and their family, guests, licensees, tenants, and invitees shall be subject to the Association governing documents, which specifically include any and all rules and regulations and covenants adopted by the Association.
4. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon a limit as a default assessment, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed upon them under the Declaration, or any rules and regulations duly adopted, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of a Unit other than an Owner violates the Declaration, or rules or regulations or any other governing documents related to the Association and a fine or penalty is imposed, the fine shall also be deemed assessed against the Owner. Failure of the Board to enforce any provisions of the Declaration, any rule or regulation or other portion of the governing documents of the Association shall at no time be deemed a waiver of the right of the Board to do so thereafter.

5. The following shall constitute the procedure by which notification of any violation of a rule, regulation or covenant of the association , other than payment of dues and assessments, shall be addressed:

A. Notice. The Notice shall contain:

- i. the nature of the alleged violation
- ii. the proposed sanction to be imposed;
- iii. a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both;
- iv. the name, address and telephone number of a person to contact to challenge the proposed action; and
- v. a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within a ten (10) days of the date of the notice by the Owner delivering to the Association written notice to the address in the notice provided by the Association, that the owner desires to challenge the sanction with a statement of the reason for the challenge. If a challenge is not timely made as provided for in this section, the sanction shall be imposed not less than ten (10) days from the date of the Notice and there shall be no due recourse for the Owner as to the sanction and penalties so imposed.

B. Hearing. If a challenge to a penalty or sanction in accordance with Section 5(a) above is timely received from the Owner, a hearing before the Board shall be held in executive session at the next scheduled. Board meeting, or can be heard sooner if the Board so determined in which case the hearing shall occur at a specially called Board meeting to be set as provided for in the Polices and Procedures regarding meetings for the Association and the Colorado Common Interest Ownership Act codified at C.R.S. 38-33.3-101 et seq., affording the alleged violator a reasonable opportunity to be heard. The Board may duly limit the amount of time that the Owner has to provide a protest with the time typically to be restrained to a five minute presentation. Written documentation may also be submitted to the Board. This meeting may be held telephonically. The Board, upon timely receipt of a written challenge by the Owner, shall provide written notice of the date and time of the adhering to the Owner who is being sanctioned the notice of the hearing shall be proved not less than five (5) days before the date of the hearing. The notice of the hearing shall provide the time and place and format for the hearing with an invitation to the Owner who is being sanctioned to attend the hearing and produce any statements, evidence, and witnesses. Prior to the effectiveness of any sanction hereunder, proof of notice of the hearing shall be place in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the office or director who delivered such notice. The notice requirement shall be deemed satisfied if an

Owner who is being sanctioned appears at the meeting. The minutes of the meeting shall contain a general written statement of the results of the hearing and the sanction, if any, imposed. The decision of the Board is final and non-appealable.

- C. Fines and Penalties. Subject to the provisions hereof, the following constitutes the fine and penalty schedule for any violation of the governing documents of the Association, including the rules and regulations, other than nonpayment of assessments and dues. The fines and penalties provided for hereunder are in addition to any actual damages or related costs and expenses that may be the responsibility of the offending Owner.

- (a) First offense written warning.
- (b) Second offense TWENTY FIVE dollars.
- (c) Third offense FIFTY dollars.
- (d) Any subsequent offense ONE HUNDRED dollars.

Any fines levied pursuant to this Policy and not paid within thirty days (30) from the mailing of the notice of the fine, after the procedures above have occurred and been followed, shall act as a lien upon the offending Owner's Unit and said lien may be enforced in the same manner as a lien for unpaid assessments in accordance with Declaration of the Association including the recovery of all attorney fees and costs incurred in collecting the lien.

- D. Who May Enforce. Any action to enforce the Association documents, rules and regulations and policies any be brought by the Association, the Executive Board, the managing agent and/or the Association's counsel in the name of the Association on behalf of the Owners.
- E. Remedies. In addition to the remedies set forth in the Association documents and rules regulations and policies promulgated by the Association, any violation of said Association documents shall give the Board and the managing agent, or the Association's counsel, on behalf o the Owners, the right to enter upon the offending premises and take the appropriate peaceful action to abate, remove, modify, or replace at the expense of the offending Owner, a structural item, condition or issue that may exists there on, contrary to the interests and meaning of the Association documents and Owner hereby grants an easement in and to his Unit forth purpose of complying with the Association documents, the cost shall be at the expense of the Owner responsible for the offending condition. Owners are responsible for the actions of their guests, family members, invitees, and tenants.
- F. Non-Exclusive Remedies. The remedies set forth are cumulative and non-exclusive.
- G. Non Waiver. The failure of the Executive board, managing agent of the Association or aggrieved owner to enforce the Association documents shall not be deemed a waiver of the right to do so for any subsequent violations or a

waiver of the right to enforce any other part of the Association documents or the rules, regulations and polices at any future time.

- H. No Liability. No member of the Executive Board or the managing agent or any Owner shall be liable to any other Owner for the failure to enforce any of the Association documents at any time.
- I. Recovery of Costs. If legal assistance is obtained to enforce any provisions of the Association documents or any legal proceeding, whether or not suit is brought, for damages for enforcement of the Association documents including rules, regulations and policies or to restrain a violation of the Association documents, the Association shall be entitled to recover all attorney fees and costs incurred by in such action.
- J. Additional Enforcement Rights. Notwithstanding any other provisions in the Declaration to the contrary or in this Policy, the Association acting through its Board of Directors, may elect to enforce any provision of the declarations, Rules and Regulations by self help or by suit at law or in equity to enjoin any violation and to recover monetary damages or both without the necessity for compliance with procedures set forth herein. In any such action the Owner responsible for the violations for which abatement is sought shall pay all costs, including reasonable attorney fees actually incurred. .
- K. Authorization for Emergency Action. The policy and procedures herein shall not apply to any emergency action which the board deems in appropriate to take in regard to any violation of the Association governing documents including rules, regulations and policies. In the even what is deemed by the Board to be an emergency, including any matter that affects life safety or affects the immediate well being of the Owners or the Units, the Association may act immediately in enforcing the Association governing documents without the requirement to meet the procedures set forth above. In such event the offending Owner(s) is responsible for all costs and expenses, including attorney fees, incurred by the Association as a result of the violation regardless of the fact that a notice and hearing did not occur in advance.
- L. Conflict Between Documents. All Association governing documents are to be read and interpreted in such a manner so as to grant the broadest from of enforcement of all documents when read together. In the even of any actual conflict between this policy and are previously enacted Rules and Regulations, this policy shall govern. In the even of any actual conflict between this Policy and the Declaration, the Declaration shall govern.

Signature page follows

So adopted this 16th day of November, 2009.

WEST VILLAGE CONDOMINIUM ASSOCIATION

By: Joe L. St. John, President

By: Dawn Olsauer, Vice President

By: [Signature] Treasurer

RESOLUTION OF THE WEST VILLAGE CONDOMINIUM ASSOCIATION
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)

SUBJECT: Adoption of a procedure regarding alternative dispute resolution.

PURPOSE: To adopt a standard procedure to be followed for alternative dispute resolution.

AUTHORITY: The Declaration, Articles and Bylaws of the Association, and Colorado law.

EFFECTIVE DATE: This 16th day of November, 2009

RESOLUTION: The Association hereby adopts the following Policy:

In the event of any disputes involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors and/or and committee appointed by the Board to resolve the dispute informally and without the need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in this Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

PRESIDENT'S
CERTIFICATION:

The undersigned, being the President West Village Condominium Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors or the Association on November 16, 2009 and in witness thereof, the undersigned has subscribed his/her name.

West Village Condominium Association
a Colorado nonprofit corporation,

By: James A. St. John
President

WEST VILLAGE CONDOMINIUM ASSOCIATION
POLICY AND PROCEDURE FOR COLLECTION OF OVERDUE ASSESSMENTS

WHEREAS, West Village Condominium Association, (hereinafter referred to as "West Village") has been granted the right pursuant to the Declaration for West Village and the By-laws for West Village, to establish, make and enforce rules and regulations, and to collect overdue assessments; and

WHEREAS, the Executive Board of West Village has determined in order to uniformly and effectively enforce payment of assessments and collections of past due assessments, it is appropriate and proper for a policy and procedure to be adopted regarding collection of past due assessments;

NOW, THEREFORE, IT IS RESOLVED that the following Policy and Procedures are hereby adopted by the Executive Board of West Village:

1. The policies and procedures are hereby adopted for the purpose of compliance with C.R.S. 38-33.3-123, and to promote the recreation, health, safety and welfare of the owners and residents of the properties, for the improvement and maintenance of the Common Area, and to maintain an adequate reserve fund for those Common Elements that must be replaced on a periodic basis.
2. The rate of assessment shall be fixed, and from time to time amended, in a manner sufficient to meet the expected needs of the Association, as determined by the Executive Board in order to act in a fiscally sound manner. Periodic statements of dues, assessments of all kinds, and other charges and fines are mailed to all Owners on the 15th day of each month, and payment is due on the 1st day of each month, or as otherwise indicated.
3. Interest Rate. Pursuant to the Declaration, interest accrues at the Interest Rate on all assessments not paid within thirty (30) days of the assessment due date at the rate of 18% per annum.
4. Late Charges. Pursuant to Section 8 of the Declaration for West Village, any assessment installment, whether pertaining to annual, special or default assessment, is delinquent if not paid within thirty (30) days of the date due shall bear a late charge of \$15 in addition to interest.
5. Suspension of Voting Rights. No Owner who has an assessment delinquency shall be entitled to vote on any Association matter pursuant to Section 10 of the Bylaws.
6. Statement of Lien. West Village, by and through its duly authority Managing Agent, or attorney, shall record with the Eagle County Clerk and Recorder a Statement of Lien in regard to delinquent assessments if not paid in full ninety (90) days after said

assessment(s) become delinquent with foreclosure to commence within one hundred twenty (120) days after the delinquency arose.

7. Procedure for Collection of Assessments.

- (a) All of the actions prescribed above shall occur as set forth herein.
- (b) Initial Demand Letter. Any assessment installment, whether pertaining to monthly, special, or default assessments is delinquent if not paid within thirty (30) days of the date due. Once a delinquency arises, the Association hereby authorizes and instructs the Managing Agent for West Village to send a letter requesting payment of the overdue assessment on the letter form attached hereto as Exhibit "A", which shall advise the delinquent Owner of the following:
- (i) If payment is not received within thirty (30) days of the due date the assessment becomes delinquent, a late fee of \$15 shall be levied;
 - (ii) That interest at the rate of Eighteen percent (18%) per annum began to accrue on the delinquent amount as of the date of the delinquency;
 - (iii) That the Owner's voting rights are suspended until the delinquency is satisfied in full;
 - (iv) That a Statement of Lien will be recorded if payment is not made within ninety (90) days of the date the assessment became delinquent;
 - (v) That the Owner shall be liable for all attorney fees and costs incurred by West Village to collect the overdue assessment.
- (c) Second Demand Letter. Once an assessment delinquency has existed for sixty (60) days, West Village shall, itself or through its designated Managing Agent, accountant or attorney, send a second letter to the delinquent Owner on the form attached hereto as Exhibit "B". This letter shall include a statement of the following:
- (i) That a late fee has been imposed in the amount of \$15 and additional late fees will be imposed in the amount of \$15 every thirty (30) days from the date of the imposition of the initial late fee on the amount overdue until paid in full;
 - (ii) Interest is accruing on the delinquency at the rate of Eighteen percent (18%) per annum;
 - (iii) Owner's voting rights are suspended;
 - (iv) A Statement of Lien will be recorded against the Property if payment is not received within ninety days of the date the delinquency arose;
 - (v) All overdue assessments for the fiscal years are due and payable immediately. Interest and late fees will accrue on the assessments until paid.
 - (vi) That Owner continues to be liable for all attorney fees and costs; and
 - (vii) That legal foreclosure and collection proceedings may be instituted to collect the delinquency.
- (d) Final Demand Letter. West Village authorizes its legal counsel to send a final demand letter ninety (90) days after a delinquency arises advising that the delinquent Owner not only of the matters addressed in the previous demand letters which are attached hereto as Exhibits "A" and "B", but also advising Owner that a foreclosure

action and/or a personal collection action may be commenced if payment is not timely received.

(e) **Personal Collection Action/Foreclosure.** Once a delinquency is one hundred-twenty (120) days old, the Board shall authorize either a personal collection action or foreclosure action or both.

8. **Non-binding on Association.** The provisions of this collection Policy and Procedure are to establish a framework for prompt and uniform collection of overdue assessments. West Village shall not be required to take each or any of the steps set forth herein, and its failure to take any of these steps, and/or to follow each step as prescribed herein, shall not be deemed a violation that would alleviate a homeowner's obligations under the Association documents or CCIOA or be a waiver by West Village or any of its rights pursuant to the Association documents of CCIOA. Furthermore, a homeowner cannot assert as a defense in any collection action for assessments the lack of compliance with these Policy and Procedures.

9. **Non-exclusive Remedies.** All remedies set forth herein are cumulative and non-exclusive.

10. **No Waiver.** Failure of the Executive Board, the Manager, or designed agent to enforce the West Village documents and or these policies and procedures shall not be deemed a waiver of the right to do so with regard to said violation any subsequent violations, or the right to enforce any other part of the West Village documents at any future time.

11. **No Liability.** No member of the Executive Board, the Manager or any Owner shall be liable to any other Owner for the failure to enforce any of the West Village documents including this policy and procedure, at any time.

12. **Recovery of Cost.** If an attorney is hired to enforce any provisions of the West Village documents, including this policy and procedure, or for the restraint of violation of the West Village documents, the prevailing party in such proceeding shall be entitled to recover its reasonable attorney fees and all costs incurred by it in such action.

Signature page follows

So adopted this 16th day of November, 2009

WEST VILLAGE CONDOMINIUM ASSOCIATION

By: Joe A. St. Joe, President

By: Dawn Donauer, Vice President

By: SWM Treasurer

WEST VILLAGE CONDOMINIUM ASSOCIATION
Conduct of Meetings Policy

BE IT RESOLVED, that the Board of Directors of West Village Condominium Association (“Association”) hereby adopts the following Conduct of Meetings Policy in order to comply with CRS 38-33.3-209.5(1)(b)(III) of the Colorado Revised Statutes.

WHEREAS, in order to comply with Senate Bill 05-100 and Senate Bill 06-89 and the provisions of Section 38-33.3-209.5 CRS, the Executive Board hereby sets forth the following policy:

A. MEETINGS

1. Meetings of the membership shall occur in accordance with the Bylaws of the Association (“Bylaws”) and as may be amended. An agenda is to be provided with all Notices of Meeting.
 - a. Meetings of the Unit Owners shall be held at least once a year;
 - b. Per the Bylaws, Special Meetings of the Unit Owners may be called by the President, by a majority of the Executive Board, or by written instrument signed by Members of such class entitled to vote seventy five percent (75%) or more of the total votes of the members of such class.
 - c. The Secretary or other officers specified by the Bylaws or the property management company retained by the Association, shall cause notice to be delivered per the Bylaws, not less than ten (10) and no more than fifty (50) days in advance of any meeting, annual or special, of the Unit Owners. The notice of any meeting shall additionally be physically posted in a conspicuous place, to the extent that such posting is a feasible and practicable for the Association, in addition to any electronic posting or electronic mail notices that may be given pursuant to subsection (b) of subsection of CRS 38-33.3-308;
 - d. Every notice of meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration of Bylaws, any budget changes, and any proposal to remove an officer or member of the Executive Board;
 - e. All regular and special meetings of the Association, Board, or any committee thereof, shall be open to attendance by all members of the Association or their representatives. Agendas for meetings of the Board shall be made reasonably available for examination by all members of the Association or their representatives upon request;
 - f. Notwithstanding any provision in the Declaration, Bylaws or other documents to the contrary, all meetings of the Association and Board of Directors are open to every Unit Owner of the Association, or to any person designated by a Unit Owner in writing as a Unit Owner’s representative, and

- all Unit Owners or designated representatives, so desiring shall be permitted to attend, listen and speak at an appropriate time as determined by the Executive Board during the deliberations and proceedings: except that, for regular and special meetings of the Board, Unit Owners who are not Board members may not participate in any deliberation or discussion, unless it is expressly so authorized by a vote of the majority of the quorum of the Board;
- g. The Board may place reasonable time restrictions on those persons speaking during the meeting and the issue must be relevant to Association issues and governance of the Association. The Board shall permit a Unit Owner or a Unit Owner's designated representative to speak before the Board takes formal action on an item under discussion, in addition to any other opportunities to speak under any limitations so placed by the Board. The Board shall provide for a reasonable number of persons to speak on each side of an issue. After a motion and a second has been made on any matter to be discussed at a time determined by the Board, but prior to a vote by the Directors, Owners, or their designated representatives present. Present at such time shall be afforded an opportunity to speak under the limitations set in place and/or determined to be appropriate by the Board;
 - h. The Board may at any time in the future prescribe additional reasonable rules for the conduct of all members of the Board and owners at meeting, but in the absence of any such rules, Roberts Rules of Order shall be used.

B. EXECUTIVE CLOSED DOOR SESSIONS

1. The members of the Board or any committee thereof may hold an executive closed door session during any regular or specially announced meeting or any part thereof and restrict attendance to Board Members and such other persons, including property managers, financial and legal advisers, requested by the Board. The attendance of other persons such as property managers, attorneys and accountants, shall not invalidate the confidential nature of the executive session. The matters to be discussed at such an executive session can only include the following matters:

- a. matters pertaining to employees of the Association or the managing agent's contract, or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
- b. consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceeding or matters that are privileged or confidential between attorney and client;
- c. investigative proceedings concerning possibility of actual criminal misconduct;
- d. matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- e. any matter the disclosure of which could constitute an unwarranted invasion of individual privacy;

- f. review of or discussion relating to any written or oral communication from legal counsel.

Upon the final resolution of any matter for which the Board received legal advice of the concerned pending and contemplated litigation, the Board may elect to preserve the attorney/client privilege in any appropriate manner, or may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

2. Prior to the time the members of the Board or any committee thereof convene an executive session, the chair of the body shall announce the general matter of the discussion.

3. No rule or regulation of the Board or any committee thereof shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting after the Board goes back into regular session following an executive session.

4. The minutes of all meetings at which an executive session was held shall indicate only that an executive session was held and the general subject matter of the executive session. Decisions made and actual discussions held at the executive session do not need to be reflected in the minutes.

C. SECRET BALLOTS

1. Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no 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 shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

2. Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation by hand, by voice, or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the Unit shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

3. Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person residing during that portion of the meeting.

D. VOTING BY PROXY

1. In addition to the provisions in the Bylaws for the Association, and the provisions of the Colorado Non-profit Corporation and Association Act codified at CRS 7-122-101 et seq. as amended, in regard to voting by proxy, if a Unit is owned by multiple owners and/or by an entity, voting may only occur, in person or by proxy, by the designated voting member who is to be designated on the form provided by the Association. If said form has not been provided to the Association by 11:00 pm on the day prior to any meeting at which a vote of the membership is to be taken the Board may disregard any vote by said Unit of the Board may allow, at its discretion, the vote as follows: (a) if only one of the multi-owners of a Unit is present at a meeting of the Association, such owner may be entitled to cast all of the votes allocated to that Unit; (b) if more than one of the multiple owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority of the owners, unless the Declaration expressly provides otherwise. There is a majority agreement if any one of the multi-owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

2. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit owner and provided in compliance with Section 2 Article III of the Bylaws. A proxy shall not be valid if obtained through fraud or misrepresentation. Unless otherwise provided in the Declaration, Bylaws or Rules of the Association, appointment of proxies may be made substantially as provided in Section 7-127-302, CRS of the Colorado Non-profit Corporation and Association Act. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates three (3) months after its date, unless it provides otherwise.

3. The Association is entitled to reject a vote, consent, written ballot, waiver, proxy, appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, including the property management company, acting in good faith, has reasonable basis to doubt the validity of the signature on it or about the signatory's authority to sign for the Unit Owner.

4. The Association and its officer(s) or agent(s) who accept or reject a vote, consent, written ballot, waiver, proxy, appointment, or proxy appointment revocation under this section is valid unless a court of competent jurisdiction determines otherwise.

E. COLORADO NONPROFIT CORPORATION AND ASSOCIATION ACT

1. To the extent that there are any provisions of the Bylaws, this meeting policy and/or the Colorado Common Interest Ownership codified at CRS 38-32.3-310.1 et seq. that does not address an issue regarding conducting of meetings and voting in regard to the provisions of the Colorado Non-profit Corporation and Association Act shall be referred to which is codified at CRS 7-122-101 et seq.

F. CONDUCT OF BOARD MEETINGS

1. All meetings of the Board of Directors shall be conducted in compliance with the Bylaws of the Association in conjunction with the provisions of this Policy with additional reference to the Colorado Common Interest Ownership Act specifically CRS 38-33.3-310.5 and the Colorado Non-profit Corporation and Association Act codified at CRS 7-122-101 et. Seq.

So adopted this 16th day of November, 2009.

WEST VILLAGE CONDOMINIUM ASSOCIATION

By: James R. Dr. Jones, President

By: Deann Olanauer-Nice, President

By: Shawn [Signature], Treasurer

WEST VILLAGE CONDOMINIUM ASSOCIATION

POLICY REGARDING COPYING AND DISSEMINATION
OF RECORDS BY OWNERS

This Policy sets forth the procedures which must be followed by the Association and its members (i.e., the Owners) concerning the inspection and copying of the Association's records in compliance with C.R.S., 38-33.3-209.5.

1. In addition to any records the Association may choose to maintain, the Amended and Restated Bylaws ("Bylaws") and C.R.S. 38-33.3-317 require the Association to maintain the following records in a written form or a form capable of conversion to written form in a reasonable time:
 - a. Financial records sufficiently detailed to enable the association to comply with Section 38-33.3-316(8) of the Colorado Common Interest Ownership Act concerning statements of unpaid assessments and financial statements prepared for or by the Association during the preceding three years;
 - b. The Current operating budget
 - c. A record of insurance coverage provided for the benefit of Owners and the Association.
 - d. Tax refunds for state and federal income taxation;
 - e. Minutes of proceedings of Owners and minutes of proceedings of the Board of Directors and its committees (including actions taken without a meeting), Minutes of any Board Committee, and waivers of notice of meeting of members or Board;
 - f. A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules, and Regulations, and resolutions of the Board of Directors, along with the exhibits and schedules;
 - g. All written communications to Owners;

- h. A list of the names and business or home addresses of the current Directors and officers; and
 - i. A copy of the Association's most recent corporate report filed with the secretary of state in accordance with the Colorado Revised Nonprofit Corporation Act.
 - j. Record of unit owners, other than interval owners, that allows for preparation of a list of names and addresses of all Unit owners, other than interval owners, showing number of votes each Unit owner is entitled to vote.
2. Pursuant to C.R.S. 38-33.3-318(5) the following records must be maintained at the principal offices of the Association:

a. Articles of Incorporation

- b. Declaration;
- c. Covenants;
- d. Bylaws;
- e. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations and obligations of Unit owners or any class or category of Unit owners.
- f. The minutes of all Unit owner's meetings and records of all actions taken by Unit owners without a meeting in the last three years;
- g. All written communications within the last three years to Unit owners generally as Unit owners.
- h. A list of names and business or home addresses of its current directors and officers;
- i. Its most recent annual report;

- j. All financial audits or reviews conducted pursuant to C.R.S. 38-33.3-303(4)(b) during the immediately preceding three years.
3. The Association wishes to make reasonably available to Owners for inspection and copying the records required to be made available by the Association pursuant to C.R.S. 38-33.3-317 and the Bylaws as referenced above in accordance with the procedures set forth in this policy. "Reasonably Available" shall mean making said records available during regular business hours, upon Reasonable Notice, as defined later herein, 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;
 - c. The records are relevant to the purpose of the request.
4. An Owner is a member of the Association and as such is entitled to inspect certain records under the parameters of "Reasonably Available" as defined above and upon provision of Reasonable Notice to the Association.
5. "Reasonable Notice" shall mean:
 - a. Notice shall be in writing and shall set forth the name, address, phone number and (if available) e-mail address of the Owner; together with the Owner's unit number and, if applicable, interval number.
 - b. Notice shall be delivered via a nationally recognized overnight or express mail service, via telefax where a printed confirmation of receipt is produced when received, by postage-prepaid United States mail, or in person.
 - c. Notice shall be deemed "received" when physically received by the Manager.
6. "Reasonable Notice" shall be delivered to the Manager at PO Box _____, _____, CO _____, at least five (5) business days before the date on which the Owner wishes to inspect and copy any of the records itemized in Sections 1 and 2 above.

7. At Owner's agent or attorney has the same inspection and copying rights as the Owner.
8. The Board recognizes that the Owner may have rights to inspect the Association's records which arise pursuant to Colorado law, litigation between the Owner and the Association, or by order of a court of law as may be more specifically addressed in CRS 38-33.3-317(6).
9. The right to copy records includes, if reasonable (i.e., the request is not so burdensome as to interfere with the daily operations of the Association), the right to receive copies made by photographic, xerographic, and electronic or other means. Inspection and/or copying of association records will occur either during regular business hours at the office of the Association or its managing agent or during the next regularly scheduled Owner or Board meeting occurring within thirty days of the Owner's request, at the discretion of the Board.
10. The Association has currently imposed a charge, which is subject to charge, which covers the cost of labor and material (including the estimated of "per copy" cost of the copying equipment), which does not exceed the estimated cost of production and reproduction of the records. The cost shall be as follows: (a) \$.0 per page (i.e., no charge) for a single copy of all Governing Documents (Declaration and all amendments, Amended and Restated Bylaws, Articles of Incorporation and any Rules and Policies), current fiscal year budget, and current financial statement, and (b) \$1.00 per page for all other documents.
11. The Association may comply with an Owner's demand to inspect the record of members by furnishing to the Owner a list of Owners which was compiled no earlier than the date of the Owner's demand. However, absent the consent of the Board of Directors, the membership list described above, or any part thereof, may not be obtained or used by any person for any purpose unrelated to an Owner's interest as a member of the Association. Specifically, the membership list (or part thereof) may not be used: (i) to solicit money or property (unless such money or property will be used solely in solicit the votes of the members) in and election to be held by the Association or (ii) used for any commercial purpose, or (iii) sold to or purchased by any person Association records, **including membership lists**, shall not be used by the Owner for.
 - (i) Any purpose unrelated to an Owner's interest as an Owner:

- (ii) 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;
- (iii) Any commercial purpose;
- (iv) For the purpose of giving, selling, or distributing such Association records to any person or
- (v) Any improper purpose as determined in the sole discretion of the Board.

12. The Association shall make the requested records available within five business days of the Owner's request or at the next regularly scheduled Owner or Board meeting if the next regularly scheduled Owner or Board meeting is scheduled within thirty days of the Owner's request, in the sole discretion of the Board. The board shall advise the Owner of the time and place of such inspection in writing within five business days of the Owner's request.

These Policy and Procedures are hereby adopted this 16th day of November, 2009.

WEST VILLAGE CONDOMINIUM ASSOCIATION

BOARD OF DIRECTORS:

By: Jose A. St. John President
By: Ramon Gonzalez Vice President
By: SMW Treasurer

WEST VILLAGE CONDOMINIUM ASSOCIATION
POLICY REGARDING INVESTMENT OF RESERVE FUNDS

This policy sets forth the investment reserve policy for West Village Condominium Association in compliance with CRS 38-33.3-209.5. West Village Condominium Association ("Association"), by and through its Board of Director or officer, does hereby adopt the following as its policy with regard to investment of reserve funds in compliance with CRS 38-33.3-209.5:

1. The Association has retained a professional property management company in order to provide property management services on behalf of the Association.

2. Through the professional property management company that the Association has retained, the Association will receive advice regarding investment of reserve funds.

3. The Association Board of Directors, through the advice received from the professional property management company retained by the Association, shall then make decisions on where to invest the reserve funds. The Board shall approve all such actions.

4. At a minimum, reserve funds for the Association will be invested in an account with a financial institution that is federally insured and that is conservatively invested in order to procure a reasonable, but conservative, interest rate of return on the reserve funds while at the same time not unduly placing these funds at risk.

5. The Association's Board of Directors shall be entitled to rely upon the expert advice provided by the professional property management company and/or any accountants or financial advisers that may additionally provide information directly to the Association or through the property management company.

6. This investment reserve policy provides a general guideline for purposes of the investment of the reserve funds. At no time shall the Association, or its Board of Directors, or the Association's property management company be responsible for realizing a certain rate of return on the reserve funds and/or for any lost funds that may occur as a result of an investment made in regard to said funds.

7. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director of officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.

8. The reserve funds are currently invested at Colorado Capital Bank.

Signature page follows

So adopted this 16th day of November, 2009

WEST VILLAGE CONDOMINIUM ASSOCIATION

By: Jane A. St. John, President

By: Deon Cleaver, Vice President

By: [Signature] Treasurer

WEST VILLAGE CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS CONFLICTS OF INTEREST POLICY

BE IT RESOLVED that the Executive Board of the West Village Condominium Association hereby adopts the following Conflict of Interest Policy in order to comply with Colorado Common Interest Ownership Act CRS 38-33.3-310.5 of the Colorado Revised Statutes.

WHEREAS, in order to comply with Senate Bill 05-100 and 06-89 and CRS 38-33.3-310.5 the Executive Board does hereby set forth the following policy:

1. If any contract, decision, or other action taken by or on behalf of the Executive Board would financially benefit any member of the Executive Board or any person who is a parent, grandparent, spouse, child, or sibling of a member of the Executive Board shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting prior to any discussion or action on that issue. After making such declaration, the member may participate in the discussion but shall not vote on the issue.

2. Any contract entered into in violation of this section is void and unenforceable.

3. This section shall not be construed to invalidate any provision of the Declaration, Bylaws, or other Association documents that more strictly defines conflicts of interest or contains further limits on the participation of Executive Board members who may have conflicts of interest.

4. "Financial Benefit" shall mean a benefit, directly or indirectly through business, investment, family, or other relationships where such Executive Board member has an ownership or investment interest in any entity with which the Association has a transaction or arrangement; or a compensation arrangement with the Association, or with any entity or individual with which the Association has a transaction or arrangement; or a potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the Association is negotiating a transaction or arrangement. Compensation may include direct and indirect remuneration, gifts, favors, exchanges of labor, material, and services and the like that are substantial in nature.

5. Each member of the Executive Board shall annually sign a statement which affirms that such person has received a copy of the Conflicts of Interest Policy, has read and understands the Policy, and has agreed to comply with the Policy.

Signature page follows

So adopted this 16th day of November, 2009.

WEST VILLAGE CONDOMINIUM ASSOCIATION

By: Jose A. St. John, President

By: Dean Demauer, Vice President

By: Sharon Traubner

WEST VILLAGE CONDOMINIUM ASSOCIATION
Code of Conduct
For the Members of the Board of Directors

The West Village Condominium Association ("Association") Board of Directors has approved the following code of conduct for its members and all individuals appointed to committees of the Board, in order to ensure that they maintain a high standard of ethical conduct in the performance of the business, and to ensure that the residents maintain confidence in and respect for the Association's leadership. This Code of Conduct supercedes and replaces the Code of Conduct adopted by the Board of Directors.

The following principles and guidelines constitute the Code of Conduct:

1. No individual shall use his/her position as a Board member for private gain, for example:
 - a. No Board member shall solicit or accept directly, or indirectly, and 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.
 - b. No Board member shall accept a gift or favor made with the intent of influencing decision or action on any official matter.
2. No Board member shall engage in any writing, publishing, or speech making that defames any other member of the Board or resident of our community.
3. No Board member will willingly misrepresent facts to the residents of our community for the sole purpose of advancing a personal cause or influencing the residents or owners to place pressure on the Board to advance a Board member's personal cause.
4. No Board member will seek to have a contract implemented that has not been duly approved by the Board.
5. No Board member will interfere with a contractor implementing a contract in progress. All communications with contractors will go through the general manager, or as he directs, to on-site staff or be in accordance with policy.
6. No Board member will interfere with the system of management established by the Board and the manager.
7. No Board member will interfere with the duties of any staff member of the Association or of its manager.
8. No Board member will harass, threaten, or attempt through any means to control of instill fear in a member of the staff.
9. Each Board member shall honor the policies established by the Board, from time to time, concerning the Board's activities and its relationship with Owners, staff, the Residential Committee, and others.
10. Each Board member serving on or as chair of a Committee appointed by the Board shall establish the Code of Conduct for Committee Members in substantially the form attached.
11. Any Board member who violates this Code of Conduct agrees that the Association may seek injunctive relief against him/her and agrees to pay reasonable attorney's fees

incurred by the Association in that enforcement effort. The Board member also agrees that the Association shall be relieved of posting bond as a condition to its injunctive remedy.

12. No provision of this Agreement can be rescinded, altered, and/or amended without unanimous vote of the members of the Board of Directors.

Adopted this 16th day of November, 2009.

By: WEST VILLAGE CONDOMINIUM ASSOCIATION

By: John A. St. John President
Date

By: Dwain H. Cheneaux III President
Date

By: [Signature] Treasurer
Date