

EASTGATE I HOMEOWNERS ASSOCIATION, INC.
c/o Prokopiak Management Company
13700 Troon Court
Broomfield, Colorado 80023-9587
(303) 466-2432
FAX (303) 466-7602

Senate Bill 100/Senate Bill 89 Disclosures

Senate Bill 100 requires that the following disclosures be made available to all residents who belong to all mandatory associations in Colorado:

- ◆ The name of your common interest community is: Eastgate I Homeowners Association, Inc.
- ◆ Meeting minutes for the past year are available in the "Meeting Minutes" section of this web site.
- ◆ You may obtain copies of the Association's governing documents (Bylaws, Articles of Incorporation, and Declaration of Covenants, Conditions and Restrictions) in the "Documents" section of this web site. The recording information for the Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions is: Reception No. 2794141, PG: 0001-051, Recorded on 07/28/2006 in the Clerk and Recorder's Office, Boulder County, Colorado.
- ◆ You may obtain information about the Association's insurance policies in the "Documents" section of this web site.
- ◆ Association policies and procedures are available on this web site in the "Policies" section of the web site. SB 100 and SB 89 require that residents have the following required policies made available on an annual basis:
 - 1) Adoption and amendment of policies, procedures, and rules
 - 2) Collection policy and procedures
 - 3) Meetings policy and procedures (board and member meetings)
 - 4) Examination, inspection, and copying of association records, policies, and procedures
 - 5) Enforcement policy and procedures
 - 6) Board member conflicts of interest policy and procedures
 - 7) Reserve fund and investment policy
 - 8) Alternative dispute resolution policy
 - 9) Cooperation with sellers' disclosure policy
- ◆ Additional rules and regulations can be found in the Residential Improvement Design Guidelines manual (in the "Documents" section of this web site). This document is revised periodically and residents should always check the web site for the most current version.
- ◆ The current Board of Directors for the Eastgate I Homeowners Association are listed on the Association's web site. The current management company is Prokopiak Management Company, 13700 Troon Court, Broomfield, CO 80023; 303.466.2432.
- ◆ The "Documents" section of this web site contains current financial information. The Association contracts for either an annual audit or review conducted by an independent C.P.A. firm in January of each year. The final audit or review report will be available on this web site as soon as it is accepted by the Board of Directors. Budgets for the current year and the previous year are also available on this web site. The Association's fiscal year commences on January 1 of each year.

EASTGATE I HOMEOWNERS' ASSOCIATION, INC.
Resolution of the Executive Board
Regarding Procedures for Adoption of Policies, Procedures, Rules,
Regulations, or Guidelines

SUBJECT: Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter "Policy" or "Policies") regarding the operation of the Association.

PURPOSE: To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association.

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

EFFECTIVE DATE: March 23, 2009

NOTICE: The Association hereby adopts the following procedures to be followed in adopting Policies of the Association:

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. The Board shall follow the following procedures when adopting any Policy.
2. **Drafting Procedure.** The Board shall 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;
 - (c) The immediate and long-term impact and implications of the Policy.
3. **Adoption Procedure.** Upon adoption of a Policy, the Policy or notice of such Policy, including the effective date shall be provided to all Owners by any reasonable method as determined in the sole discretion of the Board.
4. **Policy Book.** The Board shall keep copies of any and all adopted Policies in a book designated as a Policy Book.
5. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
6. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
7. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

8. **Amendment.** This Procedure may be amended from time to time by the Board of Directions.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners' Association, Inc., 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 of the Association on March 23, 2009, and in witness thereof, the undersigned have subscribed his/her name.

EASTGATE I HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation,

By: _____

President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
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: March 23, 2009

RESOLUTION: The Association hereby adopts the following Policy:

In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Executive 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 the 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 of the Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Executive Board of the Association on March 23, 2009 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.
A Colorado non-profit corporation,

By: 

President

RESOLUTION OF EXECUTIVE BOARD
of
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
Regarding Policy and Procedures for Collection of Unpaid Assessments

SUBJECT: Adoption of a policy and procedure regarding the collection of unpaid assessments.

PURPOSE: To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

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

EFFECTIVE

DATE: January 1, 2014

RESOLUTION: The Association hereby adopts the following policy:

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters. The Association hereby gives notice of its adoption of the following policies and procedures for the collections of assessments and other charges of the Association:

1. Due Dates. The installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due on the first day of the month and payable no later than the fifteenth (15th) day of the month. Assessments or other charges not paid in full to the Association within thirty (30) days of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association by the fifteenth of each month shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.
2. Receipt Date. The Association shall post payments on the day that the payment is received by the Association.
3. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a \$10.00 late charge for each Owner who fails to timely pay his/her installment of the annual assessment within thirty (30) days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of eighteen (18) percent per annum on the amount owed for each Owner who fails to timely pay their monthly installment of the annual assessment within thirty (30) days of the Notice of Default, as provided below.
4. Personal Obligation for Late Charges. The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of

assessments.

5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a return check fee, not to exceed \$20.00, shall 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 shall 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. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. 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 (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment is not timely made within 30 days of the due date.

6. Service Fees. In the event the Association incurs any type of service fee, regardless of what it is called by its management company, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.

7. Payment Plan. Any Owner who becomes delinquent in the payment of assessments after January 1, 2014 and whose account is not currently with the Association's attorney or a collection agency for collection action on January 1, 2014, may enter into a payment plan with the Association, which plan shall be for a minimum term of 6 months or such other term as may be approved by the Board of Directors. Such payment plan shall be offered to each owner prior to the Association referring any account to an attorney or collection agency for collection action. In the event the Owner defaults or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing assessments of the Association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

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

9. Application of Payments. All sums collected on a delinquent account that has been turned over to the Association's attorney shall 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"), shall be applied in the following manner: first to the payment of any and all legal fees and costs (including attorney fees), then to the 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.

10. Collection Process.

(a) After an installment of an annual assessment or other charges due to the Association becomes more than thirty (30) days delinquent, the manager shall send a written notice ("Notice of Default") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment.

(b) After an installment of an annual assessment or other charges due to the Association is still not paid within 30 days after the Notice of Default (i.e., after an installment of an annual assessment or other charges becomes more than 60 days delinquent), the manager shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, and request for immediate payment. The Association's notice, at a minimum shall include the following:

- (i) The total amount due to the Association along with an accounting of how the total amount was determined.
- (ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
- (iii) A name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
- (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law including revoking the Owner's right to vote if permitted in the Bylaws or Declaration.

(c) After an installment of an annual assessment or other charges due to the Association becomes more than ninety (90) days delinquent, the Management Company is directed to send a third written notice ("Intent to Lien Notice") of non-payment, amount past due, including notice that interest and late fees have accrued, notice of intent to file a lien, and request for immediate payment.

(d) After an installment of an annual assessment or other charges due to the Association becomes more than one hundred twenty (120) days delinquent, the Management Company is directed to turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorneys shall file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association's attorneys may file a lawsuit. If a

judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.

(e) If the manager deems that circumstances necessitate a write-off of an account, the manager may write-off a portion of a delinquent account in an amount not to exceed \$25.00. Any write-off greater than \$25.00 shall require consultation with and authorization of the President of the Executive Board.

11. Acceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.

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

Due date (date payment due)	1st day of the month due
Past due date (date payment is late if not received on or before that date)	15 days after due date
Notice of Default	Any time after 30 days after due date
Second Notice (notice that late charges have accrued, required disclosures of the Association, and offer of a payment plan, if applicable)	At least 30 days after Notice of Default
Intent to Lien Notice (notice that late charges and interest have accrued, notice of intent to file lien)	Any time after 90 days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand Letter sent to Owner.	Any time after 120 days after due date

The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association shall 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 for a \$10.00 fee. However, if the account has been turned over to the Association's attorney, such request shall be handled through the attorney.

14. 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 Management Company shall advise the Association's attorney of the same and turn the account over to the Association's attorney.

15. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

16. Referral of Delinquent Accounts to Attorneys. After an account has been referred to an attorney, the attorney shall take all appropriate action to collect the accounts referred. After and account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Management Company, is authorized to take whatever action is necessary and determined to be in the best interest of the Association, including, but not limited to:

- a. Filing of a suit against the delinquent Owner for a money judgment;
- b. Instituting a judicial foreclosure action of the Association's lien;
- c. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests;
- d. Filing a court action seeking appointment of a receiver.

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

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

18. Rental Interception. To the extent permitted by the Declaration, the Association may, without court order, notify the tenant of any unit where the Owner is delinquent in the payment of assessments, pursuant to the Declaration and Colorado law, that rents shall be paid to the Association effective immediately and continue until such time as the Owner's account is current. Such notice shall be in writing to the tenant and the Owner. All funds received by the Association from the tenant shall be credited to the Owner's account as set forth herein.

19. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

20. 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 shall determine appropriate under the circumstances.

21. Communication with Owners. All communication with a delinquent Owner shall 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 shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

22. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.

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

24. Credit Report. In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.

25. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

26. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

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

28. Amendment. This Collection Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on October 16, 2013 and in witness thereof, the undersigned has subscribed his/her name.

EASTGATE I HOMEOWNERS ASSOCIATION, INC.

By: Gene A. Schraef
President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS**

SUBJECT: Adoption of a policy and procedures regarding Owner and Board meetings.

PURPOSE: To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

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

EFFECTIVE

DATE: October 17, 2012

RESOLUTION: The Association hereby adopts the following procedures regarding the conduct of meetings:

1. Owner Meetings. Meeting of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Notice.**

1. In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted at the entrances to the community no later than the morning prior to each such meeting, or as may otherwise be required by Colorado law.
2. The Association shall also post notice of all meetings on its website. Such notice shall be posted at least ten (10) days prior to such meeting.
3. 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.

(b) **Conduct.**

1. All meetings shall be governed by the following rules of conduct and order:
 - (A) The President of the Association or designee shall chair all Owner meetings.
 - (B) All Owners and persons who attend a meeting of the Owners shall sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting.)
 - (C) Any Owner desiring to speak shall 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 shall first state his or her name and address.
- (G) Any person who is represented at the meeting by another person, as indicated by a written instrument, shall be permitted to have such person speak for him/her.
- (H) Those addressing the meeting shall be permitted to speak without interruption from anyone provided that 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 shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair, but shall be uniform for all persons addressing 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 shall be kept by the Association.
- (N) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.
- (O) The Chair may establish such additional rules of order as may be necessary from time to time.

- (c) **Voting.** All votes taken at Owner meetings shall be taken as follows:
- (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 community 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 presiding during that portion of the meeting.

(4) The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

(d) **Proxies.** Proxies may be given by any Owner as allowed by C.R.S. 7-127-203.

(1) All proxies shall 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

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

(a) **Conduct.**

(1) All meetings shall be governed by the following rules of conduct and order:

- (A) The President of the Association or designee shall chair all Owner 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 at the beginning of the meeting. Any Owner wishing to speak shall 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 who speaks shall 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, shall be permitted to have such person speak for him/her.
- (H) Those addressing the Board shall be permitted to speak without interruption from anyone provided that 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 shall be given up to a maximum of three minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Owner forum and once on any other issue prior to a vote by the Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair but shall be uniform for all persons addressing the meeting.
- (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.

(b) **Owner Input.** After a motion and 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 at such time shall be afforded an opportunity to speak on the motion as follows:

- (1) The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The 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. The Chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.
- (2) Following Owner input, the Chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

(c) **Board Action Without a Meeting.**

- (1) **Notice of Action Without a Meeting.** Notice of the proposed action must be transmitted in writing to each Director. The notice must contain the following information:
 - (A) The action to be taken;
 - (B) The deadline (date and time) by which a Director must respond to the written notice;
 - (C) That failure by a Director to respond by the deadline stated in the notice will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.
- (2) **Voting.** By the deadline stated in the written notice, each director may:
 - (A) Vote in writing for such action;

- (B) Vote in writing against such action;
 - (C) Fail to respond or vote; or
 - (D) Demand in writing that the action be taken at a meeting. If any Director demands, by the deadline date, that action be taken at a meeting, action without a meeting is no longer available. The Board must then hold a Board meeting to take action on such matter.
- (3) **Effective Date of Action.** Once the deadline stated on the notice has expired, and assuming no Director demands that that action be taken at a meeting, the action is deemed effective if at least a quorum of votes are received and at least a majority of such votes are in favor of the action.
- (4) **Electronic Communications/Authenticity of Signatures.** All written communications of Directors pursuant to the section may be transmitted or received by facsimile, e-mail, or other form of wireless communication. The Association may accept any electronic vote received as valid unless it has a reasonable, good faith basis to doubt its validity.
- (5) **Minutes/Ratification.** If action is taken pursuant to the above procedures, such action(s) shall be noted in the minutes of the next meeting of the Board and ratified at that time.
- (d) **Executive Sessions.** The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:
- (1) Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;
 - (2) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 - (3) Investigative proceedings concerning possible or actual criminal misconduct;
 - (4) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
 - (5) Review of or discussion relating to any written or oral communication from legal counsel; and
 - (6) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public

disclosure.

Prior to holding a closed door session, the President of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above.

No rule or regulation shall be adopted during a closed session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session.

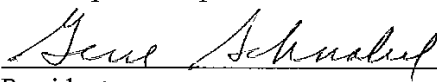
The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association's policy regarding inspection of records.

3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
4. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
5. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Executive Board at a duly called and held meeting of the Executive Board on October 17, 2012 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.
a Colorado nonprofit corporation

By: 
President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

SUBJECT: Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.

PURPOSE: To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.

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

**EFFECTIVE
DATE:** October 17, 2012

RESOLUTION: The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:

1. General Duty. The Board of Directors shall 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 shall 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. Definitions.
 - (a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.
 - (b) "Director" means a member of the Association's Board of Directors.
 - (c) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.
3. Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.
4. Disclosure of Conflict. Any conflict of interest on the part of any Director shall 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 participate in the discussion but shall not vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

5. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

- (i) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction.
- (ii) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or
- (iii) The conflicting interest transaction is fair to the Association.

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

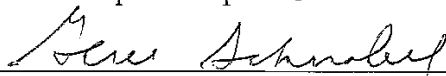
- (a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.
- (b) No contributions will be made to any political parties or political candidates by the Association.
- (c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other things of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- (d) No Director shall accept a gift or favor made with intent of influencing decision or action on any official matter.
- (e) No Director shall receive any compensation from the Association for acting as a volunteer.
- (f) No Director shall 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 shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Association's management company or be in accordance with policy.
- (h) No Director shall 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 contractor during negotiations.
- (j) Any Director convicted of a felony shall voluntarily resign from his/her position.
 - (k) No Director shall 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, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.
7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
 8. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
 9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
 10. Amendment. This procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on October 17, 2012 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.
a Colorado nonprofit corporation

By: 
President

**RESOLUTION OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICIES & PROCEDURES FOR
COVENANT AND RULE ENFORCEMENT**

SUBJECT: Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

PURPOSE: To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

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

EFFECTIVE

DATE: October 17, 2012

RESOLUTION:

The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

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 shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall 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 shall have sole discretion in appointing an individual or committee to investigate the matter.

4. First Violation – Initial Warning Letter. If a violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 14 days from the date of the letter to come into compliance. The

foregoing procedure will not be used, however, and no initial warning letter shall be necessary in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 12 of this policy. In such event, the procedure outlined in paragraph 12 shall be followed.

5. Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within 14 days of the initial 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 and subsequent letter(s) shall 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(s) shall 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 14 days of the date on the violation letter. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 12 of this policy. In such event, the procedure outlined in paragraph 12 shall be followed.

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 14 days prior to the hearing date.

7. Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified member(s) of the Board, any other individual or group of individuals.

8. Hearing. At the beginning of each hearing, the presiding officer, shall 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 are required to be in attendance at the hearing. The Impartial Decision Maker shall 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 shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 10 days, render its written findings and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision

absent a showing of denial of due process.

9. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 14 days of any letter, or fails to appear at any hearing, the Impartial Decision Maker 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.

10. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 10 days of the hearing, or if no hearing is requested, within 10 days of the final decision.

11. Appeals. The Violator may file a written appeal to the Board of Directors of any adverse decision of the hearing committee or individual within 30 days of the decision.

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

First violation (after warning letter)	\$50.00
Second violation (of same covenant or rule)	\$100.00
Third violation (of same covenant or rule)	\$150.00
Fourth and subsequent Violations	\$200.00

Fourth and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

13. Repetitious Violations. Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than 1 day, nor more than 90 days, the result of which is a pattern of violations of the same covenant restriction. In the event of such Repetitious Violation, in the discretion of the Board, each instance of noncompliance may constitute a separate violation, and the Board shall not be required to provide a period of 10 days from each violation for the alleged Violator to come into compliance. A warning letter shall be sent for the first violation in the series. After the warning letter, the Board may cause violation notices to be sent for each violation in the series stating the amount of the fine to be imposed (pursuant to the Fine Schedule in paragraph 11), and giving notice and an opportunity for a hearing. The Board shall individually consider each violation for which a hearing is requested, but is permitted to combine any and all hearings requested for Repetitious Violations on one date.

Examples of Repetitious Violations include, but are not limited to repeatedly or continually parking a restricted recreational vehicle in the community, repeated failure to remove and

store a portable basketball hoop, and failure to remove excessive weeds growing on a lot. In each one of these examples, the Owner will receive a warning letter on the first instance of the violation. On the first violation after the warning letter, the Owner will receive a \$50 fine letter, and notice and opportunity for a hearing. On the second instance of the violation, the Owner will receive a \$100 fine letter, and notice and opportunity for a hearing. On the third instance of the violation, the Owner will receive a \$150 fine letter and notice and opportunity for a hearing. On the fourth instance of the violation, the Owner will receive a \$200 fine letter and notice and opportunity for a hearing. If hearings are requested, the Board may set them all on the same date.

In addition, the Board or committee may levy a fine of \$10.00/day from the date of the decision until the violation is corrected for continuing/repetitious violations, such as failure to landscape properly, as determined in the sole discretion of the Board or committee. All fines shall be due and payable within thirty (30) days of the date the Owner is notified of the imposition of the fine. All fines and charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees incurred in connection to the violation from the Owner, whether or not judicial action has been commenced.

14. 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.

15. 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.

16. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning therein.

17. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.


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

19. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S
CERTIFICATION:

The undersigned, being the President of Eastgate I Homeowners Association, Inc., 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 on October 17, 2012, and in witness thereof, the undersigned has subscribed his/her name.

EASTGATE I HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation,

By: 
President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
REGARDING PROCEDURES FOR COOPERATING WITH SELLERS IN THE
DISCLOSURE OF CERTAIN INFORMATION**

- SUBJECT:** Adoption of a procedure for cooperating with sellers in the disclosure of certain information.
- PURPOSE:** To adopt a standard procedure to use for cooperating with sellers in the disclosure of certain information.
- AUTHORITY:** The Declaration, Bylaws, Articles of Incorporation of the Association, and Colorado law.
- EFFECTIVE DATE:** March 23, 2009
- RESOLUTION:** The Association hereby adopts the following procedures to be followed in cooperating with sellers in the disclosure of certain information.

The following resolution has been adopted by the Eastgate I Homeowners Association, Inc. (the "Association") pursuant to Colorado law, at a regular meeting of the Executive Board.

RECITALS

WHEREAS, Colorado law requires the Association, when requested by a seller of a property in the Community to use its best efforts to help collect any documents that are within its control.

NOW THEREFORE, BE IT RESOLVED the Executive Board does hereby adopt the following policies and procedures to facilitate the access of documents within its control by sellers.

1. When requested by a seller, the Association shall provide the documents the seller is required to disclose to the buyer that are within the Association's control. Therefore, the Association will make the documents listed below available as a "Seller's Disclosure Package."
 - (a) The Declaration/covenants, bylaws and rules of the community;
 - (b) Any party wall agreements;
 - (c) Minutes of the most recent annual Unit Owners' meeting and of any board meetings held within the six months preceding the request;
 - (d) The Association's current operating budget;
 - (e) The Association's current annual income and expenditures statement;
 - (f) The Association's current annual balance sheet; and

If authorized by the seller, the Association shall provide the Seller's Disclosure Package directly to the buyer upon payment to the Association of the usual fee charged by the Association to a seller for the Seller's Disclosure Package.

2. Sellers may obtain the disclosure package on the Association's website or by providing a written request to the Association's management company at least five days before the documents are needed. The request shall indicate where the documents are to be sent and include a check for \$100.00 or indicate that the fee of \$100.00 may be billed to the Owner's account. In the event five days notice is not given, the Association shall attempt to satisfy the request but in the event it fails to do so, it will be deemed to have used its best efforts.
3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
5. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
6. Amendment. This procedure may be amended from time to time by the Executive Board.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Executive Board at a duly called and held meeting of the Executive Board on March 23, 2009 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.,
a Colorado nonprofit corporation,

By: _____

President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
REGARDING DOCUMENT RETENTION AND DESTRUCTION**

- SUBJECT:** Document retention and destruction.
- PURPOSE:** To adopt a policy regarding document retention and destruction.
- AUTHORITY:** The Declaration, Bylaws, Articles of Incorporation of the Association, and Colorado law.
- EFFECTIVE DATE:** October 17, 2012
- RESOLUTION:** The following resolution has been adopted by the Association pursuant to Colorado law, the Declaration of Covenants and Conditions for Eastgate I Homeowners Association and the Bylaws of the Association at a regular meeting of the Board of Directors.

SECTION 1
Introduction

- 1.1 Scope. This Document Retention and Destruction Policy applies to the Eastgate I Association, Inc. (hereinafter the "Association"), the Association Manager, and the Association's Board of Directors.

The documents maintained by the Association's legal counsel are not subject to this Document Retention and Destruction Policy.

- 1.2 Purpose. This Document Retention and Destruction Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's Documents (the "Documents"). This Document Retention and Destruction Policy is necessary to ensure that the Association conducts itself in a cost-effective manner while also adhering to legal and business requirements.

- 1.3 Policy.

A. It is the Association's policy to maintain complete and accurate Documents. Documents are to be retained for the period of their immediate use unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Document Retention and Destruction Policy.

B. Documents that are no longer required or have satisfied their recommended period of retention are to be destroyed in an appropriate manner at the discretion of the Association Board and Manager..

C. The Association Manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention and Destruction Policy.

- 1.4 Compliance. This Document Retention and Destruction Policy is not intended to be all inclusive, and accordingly must be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state, and local statutes and regulations (none of which explicitly address the Association), and industry custom and practice.
- 1.5 Board Members. The Association does not require Board Members to maintain any Documents. Board members in their discretion may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board Members receive Documents relating to the Association, Board Members shall send the originals of such Documents to the Association Manager to be maintained in the Official Files. Documents created by Board Members for their own use as a member of the Board of Directors, including but not limited to notes, drafts, emails, summaries, etc. are not Documents of the Association and should be destroyed by the Board Member once an Association Document is produced or within six months of creation, whichever is sooner, unless otherwise provided herein. Email discussions among Board members shall be copied to and saved by the Association's manager pursuant to this policy. No Board Member shall disclose or provide any Document to any Owner outside of the Board of Directors. Directors shall direct Owners to make a formal request to the Association pursuant to its inspection of records policy.
- 1.6 Annual Purge of Files. The Association Manager shall conduct an annual purge of files if requested by the Board of Directors. The annual purge of files shall be completed within the first quarter of each calendar year.
- 1.7 Destruction Procedure. All Documents to be purged or destroyed pursuant to this Document Retention and Destruction Policy shall be shredded, or permanently deleted electronically, if stored in an electronic format.
- 1.8 Certification. Following an annual purge of files, the Association Manager shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines. Each Board Member shall complete a Certification Letter annually stating that all documents created by him/her have been destroyed pursuant to Paragraph 1.5.
- 1.9 Miscellaneous. There may be an immediate destruction of copies of any Document,

regardless of age, provided that an original is maintained in the Official Files of the Association.

- 1.10 Onset of Litigation. At such time as the Board or the Association has been served with a lawsuit, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved notwithstanding anything in this policy to the contrary.

Therefore, at the discretion of legal counsel the Association Manager will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed “held” until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation the “hold” period will cease and the time periods provided in the Document Retention and Destruction Guidelines will recommence.

SECTION 2

Definitions

- 2.1 Current. Current means the calendar year in which the Document was created, obtained or received.
- 2.2 Document. Document means any documentary material that is generated or received by the Association in connection with transacting its business, is related to the Association’s legal obligations, and is retained for any period of time. The term “Document” includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM. The Documents, as defined in this policy, may encompass more records than those which are available for inspection by Owners pursuant to the Association’s Inspection of Records Policy. Not all Documents may be records of the Association as that term is defined in the Inspection of Records Policy and Colorado law, and therefore may not be subject to inspection by Owners.
- 2.3 Association Manager. Association Manager means the Manager of the Association.
- 2.4 Official Files. “Official Files” means the files maintained by the Association Manager of the Association.
- Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association’s legal counsel are not part of the “Official Files” of the Association.
- 2.5 Permanent. Permanent means that the retention period for that Document is permanent.
- 2.6 Termination. “Term + 4 years” means four years beyond the termination of the relationship, contract or coverage.

SECTION 3

Document Retention and Destruction Guidelines

The Association's Documents are grouped into five functional categories as set forth below. Although every conceivable Document is not listed, the following list should indicate to which subcategory a particular Document relates.

1.	<u>Accounting Records</u>	<u>Retention Period</u>
	Accounts Payable	7 years
	Accounts Receivable	7 years
	Audit Reports	Permanent
	Chart of Accounts	Permanent
	Depreciation Schedules	Permanent
	Expense Records	7 years
	Financial Statements (Annual)	Permanent
	Fixed Asset Purchases	Permanent
	General Ledger	Permanent
	Inventory Records	7 years
	Loan Payment Schedule	7 years
	Federal and State Tax Returns	Permanent
2.	<u>Bank/Financial Records</u>	<u>Retention Period</u>
	Bank reconciliation	2 years
	Bank Statements	7 years
	Deposit Tickets	7 years
	Cancelled Checks	7 years
	Cash Receipts and Cash Disbursement Journals	7 years
	Owner Ledgers	While Owner owns a home in the Community + 7 years
	Electronic Payment Records	7 years
	Audit Reports	Permanent
	Personal Property Tax Returns	Permanent
	Budgets	1 year
	Reserve Study	Retain current plan at all times
3.	<u>Corporate Records</u>	<u>Retention Period</u>
	Board Minutes	Permanent
	Committee Minutes	Permanent
	Member Meeting Minutes	Permanent
	Bylaws, Articles and CC&R's	Permanent
	Rules and Regulations	Permanent

Policies and Guidelines	Permanent
Records of actions of the Board of Directors or Members without a Meeting (for example, records of decisions made by the Board via e-mail)	Permanent
E-mail communications among Board members directly related to and resulting in a decision made by the Board outside of a meeting	1 year
General e-mail discussions among the Board which do not result in any decision being made outside of a meeting	6 months
Record of Waivers of Notices of Meetings of Members, Board of Directors or Committees	Permanent
Board Resolutions	Permanent
Business Licenses	Permanent
Contracts	Life + 7 years or warranty period if longer
Correspondence from Legal Counsel	Permanent
Insurance Policies	Life + 4 years
Leases/Mortgages	Permanent
Patents/Trademarks	Permanent
Bids, Proposals	Permanent
Homeowner Records	Permanent
Vendor Invoices	7 years
Written Correspondence between Association And Vendors	7 years
Photographs	7 years
Periodic Reports Filed with Secretary of State	1 year
Videotapes and Audiotapes of Board Meetings	Until minutes approved
Proxies and Ballots (generally unless otherwise provided herein)	One year after the election, or vote to which they relate
Proxies and Ballots for Document Amendments	Permanent
Deeds, Easements and Other Real Personal Property	Permanent
4. <u>Employee Records, if any</u>	<u>Retention Period</u>
Benefit Plans	Permanent
Personnel Files	7 years
Employment Applications	3 years
Employment Taxes	7 years
Payroll Records	7 years
Pension/Profit Sharing Plans	Permanent
5. <u>Real Estate Records</u>	<u>Retention Period</u>

Construction Records	Permanent
Warranties	Permanent
Leasehold Improvements	Permanent
Lease Payment Records	Life + 4 years
Real Estate Purchases	Permanent
6. <u>Owner Communications</u>	<u>Retention Period</u>
Written Communications to all Owners (including meeting or other notices sent via e-mail, facsimile and regular mail	6 years
7. <u>Individual Member Files</u>	<u>Retention Period</u>
Correspondence to Members individually (not including enforcement letters)	As long as Member owns + 4 years
Enforcement Letters (including covenant Violation letters and violation letters and Delinquency letters)	As long as Member owns + 4 years
Owner Complaints (written)	As long as Member owns + 4 years
Architectural requests and any responses from the Association regarding Requests	Permanent
Any Correspondence between Association and Members not otherwise listed	As long as Member owns + 4 years
8. <u>Miscellaneous</u>	<u>Retention Period</u>
Miscellaneous Documents (not otherwise listed herein)	At Board's discretion

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors of the Association on October 17, 2012 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.
a Colorado nonprofit corporation

By: *Gene Schuchel*
President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF
ASSOCIATION RECORDS**

SUBJECT: Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.

PURPOSE: To adopt a policy regarding an Owner's right to inspect and copy Association records and identification of records to be permanently retained by the Association. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

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

EFFECTIVE

DATE: January 1, 2013

RESOLUTION: The Association hereby adopts the following policy and procedures:

1. Records for Inspection. The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:
 - (a) 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 any such claims;
 - (c) Minutes of all meetings of Owners;
 - (d) Minutes of all meetings of Board members (except records of executive sessions of the Board);
 - (e) Records of actions taken by the Owners without a meeting;
 - (f) Records of actions taken by the Board without a meeting, including written communications and emails among Board members that are directly related to the action so taken;
 - (g) Records of actions taken by any committee of the Board without a meeting;
 - (h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;
 - (i) The Association's governing documents which are comprised of:
 - (1) The Declaration;
 - (2) The Bylaws;
 - (3) The Articles of Incorporation;
 - (4) Any rules and regulations and/or design guidelines; and

- (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;
- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- (n) The result of the Association's most recent available financial audit or review, if any;
- (o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration date of the policies listed;
- (p) A list of the names, email addresses and mailing addresses of the current Board members and officers;
- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;
- (u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
- (v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;
- (w) Resolutions adopted by the Board; and
- (x) All written communications sent to all Owners generally within the past three years; and
- (y) A record showing the date on which the Association's fiscal year begins.

2. Exclusions. The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

- (a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;
- (b) Contracts, leases, bids or records related to transactions currently under negotiation;
- (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- (d) Records of executive sessions of the Board;
- (e) Individual unit files other than those of the requesting Owners;

The Association *shall* withhold from inspection and copying the following records as provided by Colorado law:

- (a) Personnel, salary or medical records relating to individuals;

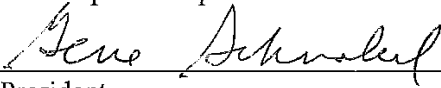
- (b) Personal identification and account information of Owners, including bank account information, telephone numbers, email addresses, driver's license numbers, and social security numbers;
- 3. Inspection/Copying Association Records. An Owner or his/her written authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions, conditions and requirements set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:
 - (a) Making the requested records available for inspection and copying by the Owner within five (5) 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 (30) days of the Owner's request, which inspection shall be during the regular business hours of 9:00 a.m. to 4:00 p.m. at the office of the Association or its managing agent; or
 - (b) E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.
- 4. Use of Records. Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:
 - (a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
 - (b) For any commercial purpose; or
 - (c) Sold to or purchased by any person.
- 5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such a deposit shall be valid grounds for denying and Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall 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 shall be returned to the Owner with the copies.
- 6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of records by an Owner or the Owner's representative.
- 7. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or records of the Association.

8. Creation of Records. Nothing contained in the Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors of the Association on October 17, 2012 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.
a Colorado nonprofit corporation

By: 
President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
REGARDING PROCEDURE FOR CLAIM SUBMISSIONS TO THE
ASSOCIATION'S INSURANCE CARRIERS**

SUBJECT: Adoption of a procedure for claim submissions to the Association's insurance carriers.

PURPOSE: To adopt a policy regarding the procedure for claim submissions to the Association's insurance carrier. To adopt a standard procedure to be followed when a claim is submitted to the Association's insurance carrier.

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

EFFECTIVE

DATE: March 23, 2009

RESOLUTION: The Association hereby adopts the following procedures regarding the conduct of meetings:

The following resolution has been adopted by the Eastgate I Homeowners Association, Inc. (the "Association") pursuant to Colorado law, at a regular meeting of the Executive Board.

RECITALS

WHEREAS, Colorado law allows the Association to establish a procedure for claim submissions to the Association's insurance carrier.

NOW THEREFORE, the Executive Board does hereby adopt the following policies and procedures for the submission of claims to the Association's insurance carrier.

1. Claims on Behalf of Owners. If an occurrence is made known to an Owner that results in damages or injury to an Owner or an Owner's Unit which may come within the Association's coverage as required in the Declaration or under Colorado law, the following procedures should be followed by the Owner:
 - (a) The Owner(s) shall first promptly notify his/her personal insurance carrier of the damage.
 - (b) In the event the Owner determines it is in the Owner's best interests to submit a claim under the Owner's insurance policies, the Owner shall follow the procedures set out in those insurance policies describing the insured's duties in the event of an occurrence, claim or suit.

- (c) The Association may require the Owner to provide copies of the claim the Owner may make to his/her own carrier, as well as copies of the adjustment or determination of that carrier as a condition before the Owner makes any claim on any of the Association's policies.
- (d) In the event the subject matter of the claim may fall within the Association's insurance responsibilities under the Declaration or Colorado law, the Owner shall promptly notify the Association of the damage by providing written notice to the Board or Managing Agent setting forth the following:
- Owner's home address, phone number and Unit address, if different;
 - The time, place and circumstances of the event;
 - Identification of damaged property;
 - The names and addresses of the injured and witnesses, if applicable; and
 - Photographs, if applicable.
- (e) The Board shall then make a determination as to whether the occurrence or claim consists of damages for which the Owner or the Association is responsible for insuring under the Declaration. The Association shall so notify the Owner in writing of its determination within fifteen (15) days of written notification of the damage to the Association.
- (f) If the Board determines, in its sole discretion, that the subject matter of the claim is within the Association's insurance obligations, the Board shall submit a claim to the Association's insurance carrier on behalf of the Owner in accordance with the requirements of the insurance policy. In that event, an Owner may not submit a claim to the Association's insurance carrier.
2. Property and General Liability Claims of the Association. The following procedures shall be followed by the Board for property and general liability claims of the Association:
- (a) The Board shall consult with its insurance agent to determine (1) whether there is coverage for the claim; and (2) if coverage exists, whether to submit a claim under its policies.
- (c) In the event the Board determines it is not in the best interests of the Association to submit a claim under its policies, the Association shall still be obligated to complete repair of the damages to property, as if a claim had been made.
3. Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association's insurance policy or not, payment of the deductible amount for claims the Association is responsible for insuring, shall be as follows:

(a) **Common Elements.**

The Association shall pay or absorb the deductible for any work, repairs, or reconstruction for damage to Common Elements or for damages to Units that would be the maintenance responsibility of the Association in the absence of insurance, unless said damage is caused by the negligent or willful act or omission of an Owner, his family, guests, or invitees, in which case the Association may seek reimbursement of the deductible amount from such Owner as an assessment under the Declaration, after providing such Owner notice and an opportunity for a hearing.

(b) **Units.**

The Owner shall pay or absorb the deductible for any work, repairs, reconstruction or replacement for damage to a Unit that would be the Owner's maintenance responsibility in the absence of insurance, unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case, the negligent party shall be responsible for the deductible. The Association shall provide the Owner notice and an opportunity for a hearing prior to allocating any deductible to that Owner as a result of that Owner's negligence.

(c) **Multiple Units or Unit and Common Elements.**

If a claim covers damage to more than one Unit or to portions of a Unit and Common Elements that are the maintenance responsibility of both the Owner and the Association, the deductible shall be allocated between Owners or between the Association and the Owner(s) in the same proportion as that portion of the claim which would be their maintenance responsibility in the absence of insurance bears to the total insurance paid for the occurrence as determined by the Executive Board, unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case, the negligent party shall be responsible for the deductible.

4. Responsibility for Owner's Actions. In all cases where damage is caused to Common Elements by the negligent or willful act or omission of an Owner, his family, guests, or invitees, as determined by the Executive Board in its sole discretion, the Association may seek reimbursement of any such damages which are not recovered from insurance proceeds, including not only the deductible amounts under the Association's insurance policies, but any amount of such damages not otherwise recovered and for which the Association may be held responsible under its governing documents. Such amounts shall be collected in the same manner as assessments.
5. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
6. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

7. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
8. Amendment. This procedure may be amended from time to time by the Executive Board.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Executive Board at a duly called and held meeting of the Executive Board on March 23, 2009 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.,
a Colorado nonprofit corporation,

By: _____

President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING ACCEPTANCE REQUIREMENTS FOR
LANDSCAPE INSTALLATIONS**

SUBJECT: Adoption of a policy and procedure regarding Association acceptance of new landscape and irrigation installations in all common areas and all Filing 1 front yards.

PURPOSE: To adopt a policy and procedure to be followed for acceptance of Association maintenance responsibilities for common areas in all Eastgate filings, as well as front yard landscape maintenance in Eastgate Filing 1.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of the Association, Final Plat for Eastgate First Filing, Final Landscape Plan for Eastgate Filing 1, and Colorado law.

EFFECTIVE DATE: October 18, 2013

RESOLUTION: Whereas the Executive Board desires to insure proper installation of any irrigation system to be maintained by the Association, as well as to coordinate an effective transfer of responsibility for maintenance of any common element landscape tracts/streetscape as well as any Eastgate Filing 1 front yard landscape, the Association hereby adopts the following policy and procedure regarding acceptance of maintenance of property and/or facilities that are to be conveyed to the Association.

1. Installation of Irrigation System, Eastgate Filing 1. All contractors hired by the project Developer or Approved Builder shall obtain from the Association's landscape maintenance contractor any irrigation requirements/specifications **prior to commencement** of installation of the irrigation system in any park/greenbelt/streetscape or any Filing 1 front yard. This coordination is necessary to insure the integrity and correct performance of the Association's irrigation system.
 - A) Prior to installation of plant materials, contractor is required to give a minimum of 3 days notice to the Association's landscape maintenance contractor to check for correct installation of proper head coverage, proper connection to the Association's irrigation system, and proper parts.
 - B) The Association's landscape maintenance contractor shall be responsible for adjusting the irrigation schedules in coordination with the Developer/Builder contractor. In no case, shall the Developer/Builder contractor make any adjustments to the Association's irrigation system. Significant fines shall be assessed to the contractor for any tampering with the Association's irrigation system.

- C) The Developer/Builder and/or their contractor shall warranty irrigation installation and plant installation for one year. Acceptance by the Association for landscape maintenance shall start after inspection and acceptance by Association's landscape contractor and after inspection by the Board of Directors and/or Architectural Control Committee that the installed plant materials meet the approved landscape plan. Said inspection shall occur within five business days after notice is provided by Developer/Builder and/or their contractor to Association.
- D) Irrigation repairs determined to be under warranty shall be made timely by Developer/Builder contractor. Failure to make timely repairs (within 72 hours after notice of repair is received by contractor) will necessitate repairs being made by the Association's landscape maintenance contractor and repair costs shall be back-charged to the Developer/Builder.

2. Installation of Irrigation System and Landscape, Filing 2 and Future Filings.

All contractors hired by the project Developer or Approved Builder shall conduct a "pre-walk" meeting with the Association's landscape maintenance contractor for the purpose of coordinating any irrigation requirements/specifications **prior to commencement** of installation of the irrigation system in any park/greenbelt/streetscape intended for future maintenance by the Association. This coordination is necessary to insure the integrity and correct performance of the Association's irrigation system. A final field walk-through inspection shall be conducted with the Association's landscape maintenance contractor as part of the Initial Acceptance.

The following documents must be provided to the Eastgate I Homeowners Association upon completion of facilities that are to be conveyed to the Association. Upon receipt of these documents, the Association will perform a final field walk-through and, if acceptable, issue a written letter of acceptance. Warranty Acceptance will not normally be granted between December 1st and April 15th of the following year. Initial Acceptance letter may be issued with limitations identifying specific exclusions and/or requirements for extended warranties.

The following documents must be transferred via a letter of transmittal identifying all submitted documents.

- A) City of Longmont approved landscape and irrigation plans.
- B) City of Longmont approved construction plans (if other than landscape and irrigation).
- C) Landscape and Irrigation as-builts, full size (1 set), plus pdf supplied on a CD.
- D) Laminated 11 x 17 inch color-coded irrigation zone maps. Color coding by zone with all zones clearly marked. Two (2) sets required, plus pdf copy on a CD.
- E) Cost estimate including quantities, unit costs and amount of all line items constructed (this is for Association Reserve planning).

- F) Letter of warranty transfer from contractor to the Association, one year warranty to start upon acceptance by the Association.
 - G) Letter from Builder/Developer and landscape designer indicating that all landscape construction has been completed in conformance to the approved construction plans and that there are no outstanding "punch-list" items.
 - H) Letter from a surveyor indicating that all grading has been completed in accordance to the approved grading plans and that no grades are less than 2%, unless otherwise noted in the letter. This is not a request for a survey but can be done based on the surveyor's knowledge of the site and supplemented by a site visit and survey if required.
 - I) Copies of shop drawings previously approved by landscape designer for any structures, such as monument caps. One full size set plus pdf supplied on a CD.
 - J) Letter or receipt from City of Longmont indicating that water meter balance for subject tracts is \$0 as of date of initial acceptance by the Association.
 - K) Water meter(s) to be in the name of the Association upon date of initial acceptance by the Association.
 - L) Deed(s) transferring ownership of tracts to the Association.
 - M) Electric meter(s) with \$0 balance in the name of the Association upon date of initial acceptance by the Association.
 - N) Title policy or title commitment (clean of all encumbrances).
 - O) Lien waivers from all contractors performing services on said tracts.
3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
 4. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
 6. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
 7. Amendment. This procedure may be amended from time to time by the Executive Board.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Executive Board at a duly called and held meeting of the Executive Board on October 18, 2013 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.,
a Colorado nonprofit corporation,

By: *Gene A. Akmal*
President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING PARKING REGULATIONS AND RESTRICTIONS**

SUBJECT: Adoption of a policy and procedure regarding vehicle parking and storage procedures and restrictions within the Shadow Grass Park subdivision.

PURPOSE: To adopt a policy and procedure to be followed for parking regulations on public streets, private auto courts, and private parking on the Otis Drive Outlot E parking spaces.

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

**EFFECTIVE
DATE:** May 27, 2009

RESOLUTION: The Association hereby adopts the following policy and procedure regarding parking procedures and restrictions within the Shadow Grass Park subdivision:

1. Parking on Public Streets within the Subdivision. Per Section 8.04 (a) of the Declaration, "Owner's street vehicles, including but not limited to autos, pickups, and motorcycles, must be parked in the garage with the garage door closed, on the garage apron or on the street immediately adjacent to the Owners' Lot." All residents shall comply with all City of Longmont codes regarding vehicle parking on public streets.
2. Additional Vehicle Storage. Per Section 8.04 (c) of the Declaration, "Trucks, trailers, mobile homes, truck campers, self-contained recreational vehicles, boats and commercial vehicles shall not be kept, placed or maintained upon any Lot, road, street, driveway or on the Common Area in such a manner that such vehicle or boat is visible from neighboring Lots, Common Areas or streets, except to prepare them for use or for storage after use, such activities to not exceed seventy-two (72) consecutive hours". If City of Longmont codes restrict shorter time limits, City code restrictions shall govern this section.
3. Maintenance of Vehicles. Per Section 8.04 (e) of the Declaration, "No trailer, vehicle or boat shall be constructed, maintained or reconstructed on any Lot in such a manner that the activity is visible from neighboring Lots, Common Areas or streets." All maintenance of vehicles shall be conducted in Owner's garage with the door closed, except for the washing of said vehicle which is permitted in the Owner's driveway.
4. Guest Parking. Temporary and guest parking is provided along the curb on public streets within the subdivision. As a courtesy to adjacent neighbors, guest parking should be

discouraged along curbs in front of neighboring homes. In addition, the following parking restrictions shall apply:

- (a) **Auto Court Parking Spaces:** One or more additional parking spaces are located on each private auto court. These spaces are designated as temporary guest parking spaces and shall not be used as permanent parking spaces by Owners residing on said Auto Courts. Temporary guest parking is defined as parking by visitors of Owners on the specific auto court not to exceed twelve (12) hours unless Owner obtains permission from all Owners on the specific auto court for a longer period.
 - (b) **Otis Drive Outlot E:** is reserved for private parking for guests of Owners within the Shadow Grass Park subdivision. Overnight parking of vehicles in these spaces is discouraged.
5. **Inoperable (Junk) Vehicles.** Inoperable or junk vehicle is defined as a vehicle that is not licensed, registered, has one or more flat tires, does not have an engine or transmission, is supported by blocks and/or jacks, or shows similar indications that the vehicle cannot be driven on public roadways. These vehicles cannot be repaired, constructed or allowed to remain on any Lot or on any private or public street in such a manner as to be visible from any portion of the Properties. City of Longmont ordinances may also restrict the parking of vehicles described above on any public streets. Maintenance/repairs on vehicles may only be done within an enclosed garage with the door closed.
6. **Emergency Service Vehicles.** Emergency service vehicles defined in Colorado statute 38-33.106.5(d) belonging to emergency service providers are permitted to be parked in an Owner's or occupant's driveway or community streets under the following conditions:
- (a) The emergency motor vehicle **MUST** be required by an Owner's or occupant's employer to be parked at the Owner's or occupant's residence as a condition of the Owner's or occupant's employment; **AND**
 - (b) The emergency motor vehicle has a gross weight of ten thousand pounds or less; and
 - (c) The vehicle is used by an Owner or occupant who is a member of a volunteer fire department **OR** is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services; and
 - (d) The parked emergency vehicle does not block emergency access or prevent other Owners from using the streets.

Emergency service provider is defined as a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services.

7. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. **Supplement to Law.** The provisions of the Resolution shall be in addition to and in

supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

2. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
3. Amendment. This procedure may be amended from time to time by the Executive Board.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Executive Board at a duly called and held meeting of the Executive Board on May 27, 2009 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.,
a Colorado nonprofit corporation,

By: _____

President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING REPLACEMENT OF EASTGATE FILING 1
FRONT YARD PLANT MATERIALS**

SUBJECT: Adoption of a policy and procedure regarding replacement of plant materials in front yards within the Shadow Grass Park subdivision, Eastgate Filing 1.

PURPOSE: To adopt a policy and procedure which defines the Association's obligations for replacement of plant materials in Eastgate Filing 1 front yards.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of the Association, Final Plat for Eastgate First Filing, Final Landscape Plan for Eastgate Filing 1, and Colorado law.

EFFECTIVE

DATE: October 18, 2013

RESOLUTION: Whereas the Executive Board recognizes that a percentage of landscape materials may not survive Colorado climate conditions each year, and that budget constraints may preclude the replacement of every individual planting, the Association hereby adopts the following policy and procedure regarding replacement of plant materials in front yards within the Shadow Grass Park subdivision:

1. Front Yard Minimum Plant Counts on Standard, Middle Lots. Per the Final Landscape Plan for Eastgate Filing 1, the following minimum number and type of plant materials per lot shall be maintained and replaced if needed:

Quantity	Plant Type	Planting Size
9	Small/Medium Shrub	5-Gallon
3	Evergreen Shrub	5-Gallon
4	Grasses	1-Gallon
10	Perennials	1-Gallon

2. Front Yard Minimum Plant Counts on Standard, Large Lot – Corner Lot . Per the Final Landscape Plan for Eastgate Filing 1, the following minimum number and type of plant materials per lot shall be maintained and replaced if needed:

Quantity	Plant Type	Planting Size
1	Large Shrub/Ornamental Tree	15-Gallon/1.5" Caliper
10	Small/Medium Shrub	5-Gallon
6	Evergreen Shrub	5-Gallon
4	Grasses	1-Gallon
15	Perennials	1-Gallon

3. Obligations for Plant Replacements Which Exceed Minimum Requirements. The Executive Board acknowledges that certain Eastgate Filing 1 Owners may have elected to have front

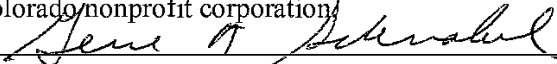
yard landscape installed by their Builder at the closing of their home which exceeded the minimum requirements as listed above. While the Association shall make all reasonable efforts to maintain all plant materials in a viable condition, the Association shall only be responsible for replacement of the minimum required plantings, unless in the sole discretion of the Executive Board, the failure to replace a particular planting would leave a gap in the overall landscape which would not reasonably be filled in by maturing nearby plantings. If the Owner desires more plant replacements than the Association has determined it will replace, then the Association will continue to maintain new replacement plantings beyond the minimum requirement if the Owner elects to pay for the installation and new plant replacement materials. In the event that an Owner requests removal of existing plant material that is in excess of the minimum requirements as listed above, the Association will remove the requested plant material if the Owner elects to pay for such removal and replacement, if any.

4. Annual Replacement of Plant Materials. The Association shall conduct a site inspection annually each Spring and shall determine a list of plant materials to be replaced on an annual basis no later than June 30 each year. Eastgate Filing 1 Owners may submit for the Association's consideration a listing of plant materials for their individual property that they feel need to be replaced. The Executive Board for the Association shall have sole discretion in determining whether any, or all, of the plant materials listed by the Owner shall be replaced. Owner's list must be submitted no later than May 10th in order to be considered by the Board. Replacement of non-surviving plant materials shall only be conducted on an annual basis and any non-surviving plant materials which expire after the annual replacement planting shall not be considered for replacement until the following year.
5. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
6. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
6. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
7. Amendment. This procedure may be amended from time to time by the Executive Board.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Executive Board at a duly called and held meeting of the Executive Board on October 18, 2013 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.,
a Colorado nonprofit corporation

By: 
President

PLANT REPLACEMENT REQUEST FORM
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
(Deadline to submit form: April 16th)

I am requesting that the Board consider replacement of the following non-surviving plant materials in my front yard:

Quantity	Shrub or Tree (Species)

Quantity	Grasses (Species)

Quantity	Perennials (Species)

Owner Name	Date
-------------------	-------------

_____ **Longmont, CO 80504** _____
Street Address

Please submit form to: Eastgate I Homeowners Association, Inc.
Prokopiak Management Company
13700 Troon Court
Broomfield, CO 80023-9587
FAX# 303-466-7602
Email: Prokopiak.management@gmail.com

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
REGARDING RESERVE INVESTMENT POLICY**

SUBJECT: Adoption of an Investment Policy for reserves of the Association.

PURPOSE: To adopt a policy for the investment of reserve funds.

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

**EFFECTIVE
DATE:** October 17, 2012

RESOLUTION: The Association hereby adopts a Policy as follows:

1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.
2. Purpose of the Reserve Fund. The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.
3. Investment of Reserves. The Board of Directors of the Association shall 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:
 - (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. Investment 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. Fund should be invested to seek the highest level of return.
4. 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.

5. 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.
6. 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.
7. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.
8. Standard of Care. 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 or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the community.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on October 17, 2012 and in witness thereof, the undersigned has subscribed his/her name.

EASTGATE I HOMEOWNERS ASSOCIATION, INC.
A Colorado nonprofit corporation

By: Gene Schrodler
President

**RESOLUTION
OF THE
EASTGATE I HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICY FOR SNOW REMOVAL RESPONSIBILITIES**

SUBJECT: Adoption of a policy for snow removal for the Shadow Grass Park subdivision Filing No. 1, Eastgate I Homeowners Association, Inc.

PURPOSE: To adopt a policy defining Association responsibilities and parameters for snow removal in Shadow Grass Park subdivision Filing No. 1.

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

EFFECTIVE

DATE: January 13, 2012

RESOLUTION: The Association hereby adopts the following policy and procedure:

1. General Policy for Snow Removal

- (a) Snow removal will be provided in accordance to City of Longmont published requirements for snow removal or as may be directed by the Eastgate I Board of Directors through the management company;
- (b) Snow removal will generally not be provided for snow events less than 2 inches in uniform depth.

2. Snow Removal on Sidewalks Located in Front Yards

The Eastgate I Homeowners Association, Inc. ("Association") shall contract with a company to provide snow removal on sidewalks in Filing No. 1 front yards when snow depths accumulate to two inch (2") uniform depths or greater. Snow removal will occur as soon as practical after the snow event concludes, and in no event shall occur later than 24 hours after the snowfall ends. Snow removal shall include the sidewalk in front of the house adjacent to the street and the sidewalk leading up to the front porch steps.

In the case of homes with front-load driveways, a single shovel width of snow removal will be provided on the driveway to connect a path from the sidewalk adjacent to the street to the sidewalk connecting from the driveway to the front steps. The snow removal contractor shall use his judgment in snow removal if the driveway is blocked or partially blocked with vehicles and may not complete any snow removal operation if said driveway is blocked or partially blocked.

3. Snow Removal on Public Streets and Public Alleys

Snow removal on public streets and public alleys is not the responsibility of the Association. Snow removal on public streets and public alleys that may occur, if any, shall be the responsibility of the City of Longmont.

4. Snow Removal on Autocourts and Driveways

Snow removal on the Autocourt tracts in Filing No. 1, shall be the responsibility of the individual residents whose home access is on those autocourts. Snow removal on front-load and alley driveways shall be the responsibility of the individual owners.

5. Snow Removal on Greenbelt and Common Area Walkways

Snow removal shall be provided by the Association's contractor as soon as practical after the snow event concludes, and in no event shall occur later than 24 hours after the snowfall ends, on the following tracts:

Outlot E on Otis Drive: sidewalk path providing access to mailbox kiosk;

Outlot F on Otis Drive: sidewalk connecting from Otis Drive to Spring Gulch greenway sidewalk;

Outlot M on Bluemoon Drive: sidewalk connecting from Bluemoon Drive to Spring Gulch greenway sidewalk;

Outlot P Park on Armstrong Drive: sidewalk path through center of park and sidewalk along park perimeter will only be done when specifically directed by the Executive Board.

6. Policy Distribution

The Association shall publish this policy as described above, and as may be amended from time to time, as part of the Association web site.

7. Definitions

Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

8. Supplement to Law

The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the project.

9. Deviations

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

10. Amendment

This procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Eastgate I Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on January 13, 2012 and in witness thereof, the undersigned has subscribed his/her name.

Eastgate I Homeowners Association, Inc.
a Colorado nonprofit corporation

By: 
President