

**POLICY  
OF  
GATEWAY PARK MASTER ASSOCIATION  
REGARDING POLICIES AND 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:** August 9, 2022

**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, Member Association, or resident within the community, a group of Owners, Member Associations, or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.
2. Complaints. Complaints by Owners, Member Associations, or residents, member of the Board of Directors, a committee member, or the manager shall be in writing and submitted to the Board of Directors. The complaining Owner, Member Association, 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.

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. Violation Which Threatens Public Safety or Health. With respect to any violation of the Declaration, Bylaws, Covenants, or other Governing Documents of an Association that the Board of Directors reasonably determines threatens the public safety or health, the Association shall provide the individual Owner or Member Association, as applicable, ("Alleged Violator") an initial letter (see Paragraph 7 below) of the violation informing the Alleged Violator that the Alleged Violator has seventy-two (72) hours to cure the violation or the Association may fine the Alleged Violator.
  - a. If, after an inspection of the Lot, the Association determines that the Alleged Violator has not cured the violation within seventy-two (72) hours after receiving the notice, the Association may impose fines on the Alleged Violator every other day, not to exceed five hundred dollars (\$500.00) and may take legal action against the Alleged Violator for the violation.
  
  - b. Violation Cured by Alleged Violator. Once the Association determines that an Alleged Violator has cured a violation, the Association shall notify the Alleged Violator, in English and in any other language that the Alleged Violator has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5(1.7)(a)(I).
    - i. That the Alleged Violator will not be further fined with regard to the violation; and
  
    - ii. Of any outstanding fine balance that the Alleged Violator still owes the Association.
  
5. Violation Which Does Not Threaten Public Safety or Health. If an Association reasonably determines that there is a violation of the Declaration, Bylaws, Covenants, or other Governing Documents of the Association that does not threaten public safety or health, the Association shall provide a warning letter (see Paragraph 6)

regarding the violation to the Alleged Violator and providing up to 10 days to cure the violation. Upon expiration of the initial 10-day period, if the violation continues to exist, the Association shall provide an initial letter (see Paragraph 7 below) regarding the violation and informing the Alleged Violator that the Alleged Violator has thirty (30) days to cure the violation. Upon expiration of the initial thirty (30) days, the Association, after conducting an inspection and determining that the Alleged Violator has not cured the violation, may fine the Alleged Violator.

- a. Process to Cure Violation. If an Alleged Violator cures the violation within the cure period afforded the Alleged Violator, the Alleged Violator may notify the Association of the cure. If the Alleged Violator sends notice to the Association with visual evidence that the violation has been cured, the violation is deemed cured on the date that the Alleged Violator sends the notice. If the Alleged Violator's notice does not include visual evidence that the violation has been cured, the Association shall inspect the Lot as soon as practicable to determine if the violation has been cured.
- b. Violation Cured by Alleged Violator. Once the Association determines that an Alleged Violator has cured a violation, the Association shall notify the Alleged Violator, in English and in any other language that the Alleged Violator has indicated a preference for:
  - i. That the Alleged Violator will not be further fined with regard to the violation; and
  - ii. Of any outstanding fine balance that the Alleged Violator still owes the Association.
- c. Failure to Cure Violation by Alleged Violator. If the Association does not receive notice from the Alleged Violator that the violation has been cured, the Association shall inspect the Lot within seven (7) days after the expiration of the initial thirty (30) day cure period to determine if the violation has been cured. If, after the inspection, the Association determines that the violation has not been cured, the Association may impose a fine, not to exceed five hundred dollars (\$500.00) per violation, pursuant to Paragraph 9 below. A second letter pursuant to

Paragraph 8 shall provide an additional thirty (30) day period to cure.

- d. The Association may take legal action pursuant to this Paragraph if the two (2) thirty (30) day periods described above have elapsed and the violation remains uncured.
6. Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Alleged Violator. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Alleged Violator has indicated a preference for correspondence.
7. Initial Letter. If the violation has not been cured following the warning letter, an initial letter shall be sent to the Alleged Violator. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Alleged Violator has indicated a preference for correspondence. The letter shall provide a Fine Notice as set forth in Paragraph 9. The letter must be sent via certified mail, return receipt requested and by first-class mail.
8. Second Letter. If the alleged violation is not resolved within thirty (30) days of the initial letter, this will be considered a second violation for which a fine or legal action may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the Alleged Violator and shall include a Fine Notice as set forth in Paragraph 9.
9. Fine Notice. The letter(s) shall further state that the Alleged Violator is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within thirty (30) days of the date on the initial or second letter pursuant to Paragraph 7 and Paragraph 8. On a violation that is a Safety/Health violation since the letter only provides seventy-two (72) hours to cure, any request for a hearing will be after that period runs but the hearing has to be prior to any fines being applied.
10. 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 ten (10) days prior to the hearing date.

11. 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 members of the Board, any other individual or group of individuals.
12. 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. Neither the Complainant nor the Alleged Violator or alleged Violator are required to attend 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. Hearings will be held in executive session pursuant to C.R.S. 38-33.3-308(4)(e). The Impartial Decision Maker shall, within a reasonable time, not to exceed thirty (30) days, render its written findings and decision, and impose a fine, if applicable.
13. Failure to Timely Request Hearing. If the Alleged Violator fails to request a hearing pursuant to Paragraph 9, 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.
14. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Alleged Violator

within thirty (30) days of the hearing, or if no hearing is requested, within thirty (30) days of the final decision.

15. Fine Schedule for Violations that do Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do threaten Public Safety or Health:

First Notice	Initial Letter (¶7)
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After an Alleged Violator has failed to cure a violation which threatens public safety or health within seventy-two (72) hours of being provided written notice of such violation, the Association may fine the Alleged Violator fifty dollars (\$50.00) every other day until the violation is cured and may turn over to an attorney to file suit. Any fine notice shall notify the Alleged Violator that failure to cure may result in a fine every other day and only one hearing shall be held.

16. Fine Schedule for Violations that do not Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do not threaten public safety or health. The total amount of fines imposed per violation may not exceed five hundred dollars (\$500.00).

First notice of violation Up to ten (10) days to comply	Warning Letter (¶6) No fine
Second notice of violation (of same covenant or rule) Thirty (30) days to comply	Initial Letter (¶7) \$200.00
Third notice of violation (of same covenant or rule) Additional thirty (30) days to comply	Second Letter (¶8) \$300.00

The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two (2) thirty (30) day periods described above have expired.

17. 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 violation being


resolved and staying in compliance with the Articles, Declaration, Bylaws or Rules.

18. 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.
19. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
20. Supplement to Law. The provisions of this Policy 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 community.
21. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Gateway Park Master Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on October 24, 2022 and in witness thereof, the undersigned has subscribed their name.

**Gateway Park Master Association,**  
a Colorado nonprofit corporation

By:   
Its: President

**POLICY  
OF  
GATEWAY PARK MASTER ASSOCIATION  
ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS**

**SUBJECT:** Adoption of a policy and procedures for conducting Member and Board meetings.

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

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

**EFFECTIVE  
DATE:** August 9, 2022

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

1. Member Meetings.

(a) **Notice.**

- (1) Notice of a Meeting of the Members shall be sent to each Member not less than ten (10) days or more than fifty (50) days prior to the meeting.
- (2) Notice of any meeting of the Members shall be conspicuously posted within the community (if feasible and practicable) at least three (3) days prior to each such meeting, or as may otherwise be required by Colorado law.
- (3) The Association shall also post notice on its website, if any, of all Member meetings. Such notice shall be posted ten (10) days prior to such meeting.
- (4) If any Member has requested the Association provide notice via email and has provided the Association with an email address, the Association shall send notice for all Member meetings to such Member at the email address provided at least 24 hours prior to any such meeting.

**(b) Conduct.**

- (1) All Member meetings shall be governed by the following rules of conduct and order:
  - (A) The president of the Association or designee shall chair all Member meetings.
  - (B) All Members and persons who attend a meeting of the Members will sign in, present any proxies, and receive ballots as appropriate. (See Paragraph below regarding voting).
  - (C) Any person 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, will be permitted to have such person speak for him/her.
  - (H) Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
  - (I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
  - (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 Members, 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 Member meetings shall be taken as follows:

- (1) Directors of the Association shall be appointed by the executive boards of each Member Association situated within Berthoud Gateway Park. Such appointment shall occur as allowed by such common interest communities’ governing documents.
- (2) The votes of Members on the Association’s affairs shall be exercised as their respective Member Association executive boards determine, acting through their designated representatives. Each Member may cast its votes all for or against any matter or split its votes in any proportion as the executive board of each Member Association may determine with respect to any such matter.

**(d) Proxies.** Proxies may be given by any Member 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 Member;
- (C) Authority of the Member to vote;
- (D) Conflicting proxies; and
- (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 Board meetings shall be governed by the following rules of conduct and order:
  - (A) The president of the Association, or designee, shall chair all Board meetings;
  - (B) All persons who attend a meeting of the Board shall be required to sign in, listing their name and Lot address;
  - (C) All Members will be given an opportunity to speak as to any matter or ask questions of the Board during the Member forum at the beginning of the meeting. Any Member wishing to speak during the Member forum shall so indicate at the time of sign in;
  - (D) Anyone desiring to speak shall first be recognized by the chair;
  - (E) Only one person may speak at a time;
  - (F) Each person speaking shall first state his or her name and address;
  - (G) Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for him/her;
  - (H) Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed;

- (I) Comments are to be offered in a civilized manner and without profanity, personal attacks, or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand;
  - (J) Each person 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 Member 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; and
  - (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 Owners 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) **Action Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting pursuant to the process set forth below.
- (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; and
    - (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 action be taken at a meeting, the action is deemed effective if the number of votes received in favor of the action are equal to or exceed the number of votes that would be required to pass the action if all the directors then in office were voting.
  - (4) **Electronic Communications/ Authenticity of Signatures.** All written communications of directors pursuant to this Paragraph 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.

- (3) 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.**

- (1) 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:
  - (A) 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;
  - (B) 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;
  - (C) Investigative proceedings concerning possible or actual criminal misconduct;
  - (D) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a Member and any referral of delinquency;
  - (E) Review of or discussion relating to any written or oral communication from legal counsel;
  - (F) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.
- (2) 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;

- (3) No rule or regulation or amendment to the Bylaws or the Articles of Incorporation shall be adopted during a closed session. The foregoing documents may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session; and
  - (4) 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 Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
  4. Supplement to Law. The provisions of this Policy 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 community.
  5. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
  6. Amendment. This Policy may be amended at any time by the Board of Directors.

#### **PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Gateway Park Master Association certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on October 24, 2022 and in witness thereof, the undersigned has subscribed their name.

**Gateway Park Master Association,**  
a Colorado nonprofit corporation

By:   
Its: President

**POLICY  
OF  
GATEWAY PARK MASTER ASSOCIATION  
REGARDING 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:** August 9, 2022

**RESOLUTION:** The Association hereby adopts the following policy:

The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. Due Dates. Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each quarter (January 1st, April 1st, July 1st, and October 1st). Assessments or other charges not paid in full to the Association within ten (10) days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), they 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 in the Association's office.
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 any assessment within ten (10) 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 8% per annum on the amount owed for each Owner who fails to timely pay any assessment within ten (10) days of the due date.

4. Personal Obligation for Assessments and other Charges, Fees, and Costs. Notwithstanding that assessments by the Association shall be made against its Members, in the event of failure of a Member to pay such Assessments (or inability to pay such Assessments due to failure of any Owner to pay its share of such Assessments to such Member), each of the respective Owners of Lots within a Member community shall be directly and personally obligated to the Association for the payment of their proportionate shares of such Assessments and other Charges, Fees, and Costs.
  
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 Policy, 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 Lot 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 Policy 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 any assessment is not timely made within ten (10) 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, 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. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which

plan shall be for a minimum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00).

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the Owner either declined the repayment plan; or after accepting the repayment plan, failed to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due.

If the Owner does not confirm written acceptance of the repayment plan within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment 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.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

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. Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. The

Association may prohibit the Owner from accessing any online payment portal 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 assessments owed, then to any and all legal fees and costs (including attorney fees), then to 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 Policy.

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 Management Company shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued, and request for immediate payment. This First Notice shall be sent by regular first-class mail.
- (b) After an installment of an annual assessment or other charges due to the Association becomes more than sixty (60) days delinquent, the Management Company shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien, 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.

- (v) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure.
  - (vi) Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.
  - (vii) Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, Bylaws, Covenants, or other governing documents of the Association.
- (c) This Second Notice will be provided to the Owner in the following manners:
- (i) Certified Mail, return receipt requested; and
  - (ii) Physically posted on the Owner's Lot at the Association; and
  - (iii) By one of the following manners:
    - a. First-class mail;
    - b. Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or
    - c. Email to an email address that the Association has on file because the Owner has provided the email address to the Association.
- (d) After an installment of an annual assessment or other charges due to the Association becomes more than ninety (90) days delinquent,

the Management Company shall turn the account over to the Association's attorney for collection.

Any collection account referred to an attorney for collections shall first 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, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel may 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, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

In addition to the steps outlined above, even after the Owner has been sent to the attorney for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized list of all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly notice shall be sent by first-class mail. The monthly notice shall also be sent by email if the Association has an email address for the Owner.

This monthly notice shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language.

If the Owner has identified a designated contact, this notice shall be sent to both the Owner and a copy sent to the designated contact.

This notice may not contain additional legal fees and legal costs that have been incurred by the Association but have not yet been posted to the ledger. As such, the Owner is required to communicate with the collection attorney to obtain the most up to date balance.

11. Acceleration and Deceleration 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 assessments and other charges.

Due Date (date payment due)	1st day of each quarter (January 1st, April 1st, July 1st, and October 1st)
First Notice (notice that late charges and interest have accrued)	Any time after thirty (30) days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after sixty (60) days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	Any time after ninety (90) days after due date

The attorney may 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 the Owner or designee's written request to the Association, made via first class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner's property at no charge and delivered personally or by certified mail, first class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount

due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

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 Lot within the Association, Management Company shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.
15. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an 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 Management Company, is authorized to take whatever action is necessary and determined to be in the best interests 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, upon approval by the Association's Board of Directors;
  - (c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
  - (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.

16. 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.
17. 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. 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.

The Association 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.

The Association may not foreclose on an Owner's Lot if the debt securing the lien consists only of one or both of the following:

- (a) Fines that the Association has assessed against the Owner as a result of covenant violations; or
- (b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a Lot has been foreclosed on by the Association, the Lot shall not be purchased by an Owner of the Board of Directors, an employee of the Association's management company representing the Association, an employee of the law firm representing the Association, or an immediate family Owner of any of these individuals.

- 18. 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.
- 19. Communication with Owners. As to any communication sent by the Association or the Management company on behalf the Association pursuant to Paragraph 10 of this Policy, the Association or management company on their behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. If the Owner identifies as designated contact, the Association shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney for collections, all communication will be directly with the Owner until or unless the

Owner provides permission directly to the Association's attorney giving permission for the attorney to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. If the Owner has notified the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.

All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No Owner 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.

20. 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.
21. Defenses. Failure of the Association to comply with any provision in this 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.
22. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
23. Supplement to Law. The provisions of this Policy 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.
24. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

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

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Gateway Park Master Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on October 24, 2022 and in witness thereof, the undersigned has subscribed their name.

**Gateway Park Master Association,**  
a Colorado nonprofit corporation

By:   
Its: President

**GATEWAY PARK MASTER ASSOCIATION, INC.**

**ADOPTION AND AMENDMENT PROCEDURE**

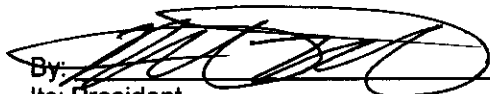
Effective Date: MAY 17, 2017

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

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

IN WITNESS WHEREOF, the undersigned certify that the Adoption and Amendment Procedure was adopted by resolution of the Board of Directors of the Association this 17<sup>th</sup> day of MAY, 2017.

GATEWAY PARK MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By:   
Its: President

ATTEST:

By: James Liderman

**GATEWAY PARK MASTER ASSOCIATION, INC.**  
**CONFLICT OF INTEREST POLICY**

Effective Date: MAY 17, 2017

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

1. Definitions.

A. "Conflicting interest transaction" means a contract, transaction or other financial relationship between: (i) the Association and a director, or (ii) between the Association and a party related to a director, or (iii) between the Association and an entity in which a director of the Association is a director or officer or has a financial interest.

B. "Party related to a director" means a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.

C. "Officer," for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.

2. The director will disclose the conflicting interest in the proposed transaction in an open meeting prior to the discussion and vote. Such disclosure will be reflected in the minutes of the meeting or other written form.

3. The director will not take part in the discussion and will leave the room during the discussion and the vote on the matter. Notwithstanding the foregoing, a majority of the disinterested Board members may ask the interested Board member to remain during any portion of the discussion and/or vote, provided that the director does not vote.

4. The interested director will count for the purpose of establishing a quorum of the Board for the matter in which there is a conflict.

5. The contract, Board decision or other Board action must be approved by a majority of the disinterested Board members who are voting. No contract, Board decision or other Board action in which a Board member has a conflict of interest will be approved unless it is commercially reasonable to and/or in the best interests of the Association.

6. Notwithstanding anything to the contrary herein, no conflicting interest transaction will be set aside solely because an interested director is present at, participates in or votes at a Board or committee meeting that authorizes, approves or ratifies the conflicting interest transaction if:

A. the material facts as to the director's relationship or interest as to the conflicting interest transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors may be less than a quorum; or


B. the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or known to the Members entitled to vote on the transaction, if any, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members entitled to vote; or

C. the conflicting interest transaction is fair to the Association.

7. No loans will 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 will be liable to the Association for the amount of such loan until the repayment of the loan.

IN WITNESS WHEREOF, the undersigned certify that this Conflict of Interest Policy was adopted by resolution of the Board of Directors of the Association on this 17 day of MAY, 2017.

GATEWAY PARK MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By:   
Its: President

ATTEST:

By: Francis Linder

**GATEWAY PARK MASTER ASSOCIATION, INC.**  
**DISPUTE RESOLUTION POLICY AND PROCEDURE**

Effective Date: MAY 17, 2017

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

1. Alternative Dispute Resolution Procedures. Alternative methods of dispute resolution to avoid litigation encouraged by the Board of Directors include negotiation and mediation. The Association encourages Owners or residents with disputes to resolve such disputes without court proceedings. The Association will take reasonable steps to facilitate negotiation or mediation between Owners and/or residents, but will have no responsibility for any costs incurred by the parties to the dispute resolution process. For any step in the dispute resolution process, the parties are not waiving their right to employ legal counsel at their own expense to assist them.

A. Required dispute resolution procedure. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner must request and attend a hearing with the Board of Directors. Any such request will be in writing and will be personally delivered to any member of the Board of Directors or the Association's property manager. The Owner, in such request and at the hearing, must make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and will give the Board a reasonable opportunity to address the Owner's grievance. Upon receiving a request for a hearing, the Board will give notice of the date, time and place of the hearing to the person requesting the hearing. The Board will schedule this hearing for a date not less than 14 or more than 30 days from the date of receipt of the request. If the dispute cannot be resolved, the parties may utilize the discretionary mediation procedure set forth below, but will not be required to do so.


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

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


ii. Mediation. If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation. If the parties agree to mediate the dispute prior to seeking other remedies, they will participate in good faith in the mediation. The role of the mediator is to facilitate further negotiation between the parties. The mediator will not have power to decide how to resolve the dispute but will use recognized, accepted mediation techniques to assist the parties in making that decision. The mediator will be selected by a consensus of the parties involved within 14 days of the receipt of the request. Any cost of mediation will be shared equally among the parties unless they and the mediator agree otherwise.

IN WITNESS WHEREOF, the undersigned certify that this Dispute Resolution Policy and Procedure was adopted by resolution of the Board of Directors of the Association on this 17 day of MAY, 2017.

GATEWAY PARK MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By:   
Its: President

ATTEST:

By: 

**GATEWAY PARK MASTER ASSOCIATION, INC.**  
**RECORDS INSPECTION POLICY AND PROCEDURE**

Effective Date: MAY 17, 2017

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

1. In addition to any records specifically required by the Association's declaration or bylaws, the Association will maintain the following records:

- A. detailed records of receipts and expenditures affecting the operation and administration of the Association;
- B. records of claims for construction defects and amounts received pursuant to settlement of those claims;
- C. minutes of Membership meetings, minutes of Board meetings, a record of all actions taken by the Members or Board without a meeting (i.e., by written ballot or written consent in lieu of a meeting), and a record of all actions taken by a committee of the Board;
- D. written communications among, and the votes cast by, Board members that are directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws or Colorado law;
- E. the names of Members in a form that permits preparation of a list of names and physical mailing addresses of all Members, showing the number of votes each Member is entitled to vote ("Membership list");
- F. the current Articles of Incorporation, Declaration, Covenants, Bylaws, rules and regulations, responsible governance policies required pursuant to Colorado law, and any other policies adopted by the Board;
- G. financial statements, to the extent available, showing, in reasonable detail, the Association's assets and liabilities and results of its operations for the past three years;
- H. tax returns for the past seven years, to the extent available;
- I. a list of the names, electronic mail addresses and physical mailing addresses of its current directors and officers;
- J. its most recent annual report delivered to the Secretary of State;
- K. financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Colorado Common Interest Ownership Act;
- L. the Association's most recent reserve study, if any;
- M. current written contracts to which the Association is a party;
- N. written contracts for work performed for the Association within the immediately preceding two years;

O. records of Board or committee actions to approve or deny design or architectural approval from Members;

P. ballots, proxies, and other records related to voting by Members for one year after the election, action, or vote to which they relate (provided that any identifying information on ballots may be redacted prior to owner inspection);

Q. resolutions adopted by the Board relating the characteristics, qualifications, rights, limitations, and obligations of Members or any class of Members;

R. written communications within the past three years to Members generally as Members; and

S. the following additional information as required by C.R.S. § 38-33.3-209.4 as part of the Association's annual disclosures:

- i. the date on which the fiscal year commences;
- ii. the operating budget for the current fiscal year;
- iii. a list, by lot type, of the Association's current assessments (regular and special);
- iv. the annual financial statements, including any amounts held in reserve, for the fiscal year immediately preceding the current annual disclosure;
- v. the results of the most recent available financial audit or review, if any; and
- vi. a list of all Association insurance policies, including company names, policy limits, policy deductibles, additional named insureds, and expiration dates.

These records will be the sole records of the Association. If the Association stores other types of documentation, or stores documentation for a longer time period than may be required above, such documents will not be considered records of the Association.

2. The records set forth in Paragraph 1 will be made reasonably available for inspection and copying by a Member or the Member's authorized agent. "Reasonably available" means available during normal business hours after written request of at least 10 days or at the next regularly scheduled meeting, if such meeting occurs within 30 days after the request. The written request will describe the records sought with reasonable particularity. The Board may require that requests be submitted on the form attached to this policy.

3. No Member may use Association records, or allow Association records to be used, for commercial purposes.

4. In addition, a Membership list may not be:

A. used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;

B. used for any commercial purpose;

C. sold to or purchased by any person;

D. used for any purposes unrelated to the Member's interest as a Member; or

- E. used for any other purpose prohibited by law.

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

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

- A. architectural drawings, plans, and designs, unless the legal owner of such drawings, plans, or designs provides written consent to the release;
- B. contracts, leases, bids or records related to transactions to purchase or provide goods or services that are still in or under negotiation;
- C. communication with legal counsel protected by the attorney-client privilege or the attorney work product doctrine;
- D. disclosure of information in violation of law;
- E. records of an executive session of the Board; and
- F. records related to an individual lot other than the Members'.

If such records are made available for inspection, the procedure set forth in Paragraph 2 will apply.

6. Pursuant to Colorado law, the following records are not subject to review, inspection and/or copying and will be withheld from any inspection:

- A. personnel, salary, or medical records related to specific individuals; and
- B. personal identification and account information of Members, including:
  - i. bank account information
  - ii. telephone numbers
  - iii. electronic mail addresses
  - iv. driver's license numbers
  - v. social security numbers
  - vi. vehicle identification information

7. Upon receipt of a request, the Association will make an appointment with the Owner, at a time convenient to both parties (subject to the requirements of Paragraph 2 above), to conduct the inspection. Unless otherwise agreed, all records will be inspected at the management company's office. All appointments for inspection will be limited to 4 hours. If additional time is needed, another appointment will be made within 2 weeks, at a time convenient to both parties.

8. At the discretion of the Board of Directors or Association manager, records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board.

9. During inspection, an Owner may designate pages to be copied with a paperclip, post-it note, or other means provided by the Association. Copies will be made at a cost based on the standard schedule of fees charged by the Association's management agent, which charges will include reasonable retrieval costs for off-site files. The Owner will be responsible for paying the total copying cost prior to receiving the copies.

10. Records may not be removed from the office in which they are inspected without the express written consent of the Board.

11. Nothing contained in these policies will be construed to require the Association to create records that do not exist or compile records in a particular format or order.

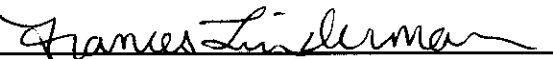
12. The Association may pursue any Owner for damages or injunctive relief or both, including reasonable attorney fees, for abuse of inspection and copying rights, including use of any records for a commercial purpose.

IN WITNESS WHEREOF, the undersigned certify that this Records Inspection Policy and Procedure was adopted by resolution of the Board of Directors of the Association on this 17 day of MAY, 2017.

GATEWAY PARK MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By:   
Its: President

ATTEST:

By: 

**GATEWAY PARK MASTER, INC.**  
**REQUEST FOR ACCESS TO ASSOCIATION RECORDS**

Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Pursuant to state law and the Association's Records Inspection Policy, I hereby request that the Gateway Park Master Association, Inc. provide access to the records of the Association. I have requested to inspect and/or obtain copies of the following records:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

(Please be as specific as possible. Add additional pages, if necessary.)

I understand that upon receipt of this request, the Association will set an appointment with me during regular business hours.

1. I understand that under the terms of the Colorado Revised Nonprofit Corporation Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner or for any commercial purpose. I further understand and agree that the Association's membership list may not be:

- (a) Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
- (b) Used for any commercial purpose;
- (c) Sold to, otherwise distributed to, or purchased by any person; or
- (d) Any other purpose prohibited by law.

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

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GATEWAY PARK MASTER ASSOCIATION, INC.  
RESERVE STUDY AND FUNDING POLICY**

Effective Date: MAY 17, 2017

The Association hereby adopts the following policies and procedures for reserve studies and funding:

1. Reserve Study.

A. The Association is not required under the governing documents to have a reserve study.

B. The Association does not have a formal reserve study at this time. The Board of Directors may consider obtaining a formal reserve study in the future based upon the budget and whether it is determined there is a need for a formal study rather than information obtained by the Board and/or management company.

2. Reserve Funding.

A. The Association has determined to establish policies on reserve funding as follows:

i. Funding for replacement may be performed by a professional reserve specialist, by the Association's managing agent, or may be performed without a financial analysis.

ii. Funding for replacement is planned and projected to be from the following sources: (1) cash then on hand, including the operation and the reserve accounts, (2) annual assessments of owners, (3) special assessments of owners, (4) a loan as may be obtained by the Association, and/or (5) any combination of the above.

IN WITNESS WHEREOF, the undersigned certify that this Reserve Study and Funding Policy was adopted by resolution of the Board of Directors of the Association on this 17 day of MAY, 2017.

GATEWAY PARK MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By:   
Its: President

ATTEST:

By: 