

Minutes of the Alpine Village HOA Board of Directors Meeting

January 11, 2010

The Board of Directors met to review, approve and sign the Policies and Procedures as required by the State of Colorado.

The Board approved the following Policies and Procedures:

**Reserve Funds
Enforcement of Covenants
Collection of unpaid assessments
Conflict of interest with Board members
Conduct of meetings
Inspection and copying of association records
Procedures for adoption of Policies and procedures
Resolution of disputes between association and owners
Maintenance responsibilities**

These Policies and Procedures were approved and signed by Board members:

**Dick Truitt
Bonnie O'Hara
JoAnn Dekleva**

Submitted by JoAnn E. Dekleva, Vice President

**The Alpine Village Homeowners Association
Policies and Procedures
as required by C.R. S. 38-33.3-209.5**

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

INVESTMENT OF RESERVE FUNDS

- a. The Association, acting through the Board of Directors, shall exercise business judgment in the investment of funds designated as reserve funds.
- b. The Board of Directors shall invest based on a reasonable investigation of the options available for investment of some or all the reserve funds. Emphasis will be placed on the preservation of principal.

In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

Approved by the Board of Directors of the Alpine Village Homeowners Association after a 30 day review by the membership.

Richard J. Smith Date 1-11-10

Donita J. O'Hara Date 1-11-10

John E. DeKlerk Date 1-11-10

_____ Date _____

The Alpine Village Homeowners Association

Policies and Procedures

as required by C.R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

ENFORCEMENT OF COVENANTS AND RULES

The following procedures shall apply to a violation of the Declaration of Covenants, Conditions, Restrictions (CCR's), By-Laws, or the Rules and Regulation of the Alpine Village Homeowners Association ("the governing documents"). However, this resolution shall not apply to payment and collection of assessments.

a. Informal Resolution of Violation

Any Member or Agent of the Association may directly request that a Member or resident cease or correct any act or omission, which appears to be in violation of the governing documents. It is the preference of the Board that members of the Association attempt informal resolution prior to seeking formal resolution.

In the event the perceived violation is also a violation of Federal, state, or local laws or regulation, the Board may request the complaining Member to contact the appropriate government entity to report the perceived violation.

b. Mediation

The Association prefers to use mediation as a tool to address complaints alleging violations of the Association's governing documents. The decision of whether or not to employ mediation will be with the reasonable discretion of the Board of Directors. The Association encourages members of the Association to seek mediation on issues not having an impact on multiple members of the Association.

c. Formal Resolution of an Alleged Violations

- I. The Board may initiate Formal Resolution of alleged violations by filing a written notice with the Board of Directors.
- II. The notice must clearly indicate the specific nature of the alleged violation, the date, time, and location of the alleged violation, witnesses of the alleged violation and the name(s) of the alleged violator(s). At this time, the name of the Member making the complaint will not be divulged to persons other than the Board of Directors.
- III. If within the discretion of the Board, the written notice does not allege facts necessary to constitute a violation, the complainant will be notified in writing as to why no action was taken. The complainant may request a reconsideration of the complaint.
- VI. If the Board, having reviewed the allegations contained in the notice, believes a violation of the Association's governing documents may have occurred, the accused Member will be notified in writing via U.S. Mail that a complaint has been made citing the nature, date, time, and location of the violation. If the

accused individual is a tenant, family member, guest, invitee, or agent of the Member, that Members will be notified. The letter will request correction within 15 days and will require a written response.

d.

Response

1. If written response is received by the Board of Directors via U.S. Mail within the 15 days and either adequate correction is made or the Board determines from the response that there has been no continuing violation, the matter may be considered closed. If the matter is considered closed the Board will notify the parties either in writing or with verbal communication. The accused Member may, within the 15 days, request a hearing with the Board to dispute the violation.
2. Failure to respond to such notification will be construed as an admission of the violation at which point the Board may levy a fine against the Member(s) for the alleged violation.
3. If the Member charged with a violation responds requesting a hearing, a hearing shall be set and a written notice of the date, time, and place of the hearing shall be provided via U.S. Mail or verbal communication to the accused and the complainant.

e.

The hearing procedures shall be as follows:

1. The Board, through its Chair, shall direct the proceedings at the hearing or may appoint a Hearing Board and Chair as needed.
2. The Chair will poll all members of the Board requiring that any Members of the Board that cannot be impartial in the determination of this matter recuses themselves from the hearing.
3. The Hearing will be conducted informally under the control of the Chair of the Hearing Board.
4. The Complainant will be given an opportunity to be heard. The Accused will be given an opportunity to be heard. Other persons having information bearing on the alleged violation will be given an opportunity to be heard.
5. The Hearing Board shall have the opportunity to question any presenters.
6. At the closing of the Hearing the Hearing Board shall have 15 days to reconvene to discuss the issue and decide whether or not a violation has occurred and notify the parties in writing via U.S. Mail of the determinations.
7. The Hearing Board shall vote on all determinations. The Chair of the Hearing Board shall not vote except as required to break a tie. If the Hearing Board determines that a violation has occurred it will then also:
 - determine what corrective action shall be required including a time frame to complete the corrective action,
 - an appropriate fine based on the Association's fine schedule below, and
 - the date payment of the fine is due.
8. In the event the Owner fails to pay the fine consistent with the notification, the fine will be subject to the policies and procedures in. The collection of fines will be handled separately from the collection of assessments.
9. The Hearing Board must use reasonable discretion in levying fines in accordance with the severity of the violation.

f. **Miscellaneous Provisions**

- 1) Person charged shall include the Owner of real property subject to the Association's Governing Documents whether it is a natural person or legal entity.
- 2) Fines for violations of the governing documents will be imposed against the Owner and the real property subject to the Declaration.
- 3) Any and all money collected from such fines may be deposited in the Association's general operating fund.
- 4) In the event the violation is of a continuing nature or if the violation constitutes a threat to the health, safety, or welfare of the residents of the property within the community, the Association acting through the Board of Directors may at any time institute an action in a court of competent jurisdiction.
- 5) The Association may seek reimbursement of its attorney fees and costs.

In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

Approved by the Board of Directors of the Alpine Village Homeowners Association after a 30 day review by the membership.

Richard J. Smith Date 1-11-10

Bonita J. O'Hara Date 1-11-10

John E. DeKleva Date 1-11-10

_____ Date _____

The Alpine Village Homeowners Association Policies and Procedures

as required by C.R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

COLLECTION OF UNPAID ASSESSMENTS

The following procedures shall apply to the Association's collection of sums due from the Owner.

a. Due Date, Late Fees and Interest

Assessments are due and payable in accordance with Article IV of the Declaration of Covenants, Conditions, and Restrictions for the Alpine Village Homeowners Association ("the Declaration"). Assessments not received within the prescribed period will be considered delinquent and subject to the described penalties.

b. Notice of Delinquent Account

Homeowners Paying Semi-Annually

Any assessment not paid within thirty days (30) shall be deemed delinquent. The Association shall notify the owner of the delinquency by US Mail and charge interest at a rate of 12% per annum.

In the event the alleged delinquent balance is not resolved within 30 days after the delinquent date set forth above, the Board of Directors ("the Board") may, at its discretion, seek other means of collecting on the account including but not limited to:

- file a lien,
- enter into a settlement agreement,
- refer to an attorney,
- or foreclose the lien against the property.

The association may collect the delinquent assessment, late fees, interest, costs of collection including but not limited to attorney fees, court costs, and other legal costs.

d. Partial Payments on Account

Any payments of less than the full amount owed to the Association shall be applied to pay the following in the order listed, from oldest to most recent in each category:

1. to attorney fees and legal costs,
2. to association's costs and other legal charges
3. to late fees and interest
4. to special assessments
5. to annual assessments

The Association shall have the discretion to return any partial payment that directs the funds to be applied in a manner inconsistent with the Association's policy pertaining to partial payments set forth above, or in attempt to settle an account for less than the entire balance due.

e. Miscellaneous Provisions

If a check or other instrument is tendered to the Association and the instrument is not

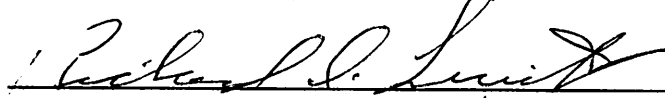
honored by the financial institution, the Association may impose a \$25.00 fee as a returned check fee and /or pursue statutory remedies. The returned check fee shall be the personal obligation of the issuer of the check as well as a lien against the real property subject to the assessment obligation.

Generally alleging a failure of the Association to maintain the Common Elements or generally alleging a failure of the Association to comply with provisions of the Association's governing documents shall not constitute a defense or relief of the lawfully imposed assessments.

In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

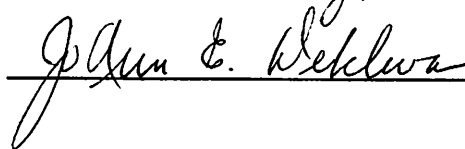
Approved by the Board of Directors of Alpine Village Homeowners Association
after a 30 day review by the membership.



Date 1-11-10



Date 1-11-10



Date 1-11-10

Date _____

The Alpine Village Homeowners Association Policies and Procedures as required by C.R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

HANDLING OF CONFLICTS OF INTEREST INVOLVING BOARD MEMBERS

In the event any member of the Board or a committee thereof ("Interest Party"), the Interested Party's child, grandchild, spouse, sibling, parent, grandparent, company, partner, or business ("Related Parties") has/have a Financial Interest, as defined below, in a decision or other action for the Board's consideration, the Interest Party must declare the conflict. The declaration of conflict must be made prior to any Board discussion or action being taken. The Member of the Board, after declaring the conflict, may participate in the discussion, but that member may not vote on that issue.

A contract entered into, or action taken, in violation of this policy or Colorado Revised Statute 38-33.3-310.5 shall be void and unenforceable. Further, the Association may seek restitution for damages resulting from the member, or members, who failed to comply with this policy or Colorado Revised Statute 38-33.3-310.3, including all costs and attorney fees incurred in obtaining said restitution.

a. Definitions

- Financial Interest shall arise if the Interested Party or Related Parties have: a) an ownership or investment interest in any entity with which the Association has, or contemplates a transaction or agreement; b) a compensation arrangement; c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the association is negotiating a transaction or agreement.

Compensation shall include direct and indirect remuneration as well as gifts or favors even if insubstantial.

In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

Approved by the Board of Directors of Alpine Village Homeowners Association after a 30 day review by the membership.

Richard J. Smith Date 1-11-10
Donita J. O'Hara Date 1-11-10
John L. DeKlerk Date 1-11-10
_____ Date _____

Conflict of Interest-page 2

Alpine Village Homeowners Association

Policies and Procedures

as required by C.R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

CONDUCT OF MEETINGS

a. Meeting of the Members

Each meeting of the Members of the Association shall be called in accordance with Article II of the By-Laws of the Alpine Village Homeowners Association ("the By-Laws").

Pursuant to C.R.S. 38-33.3-308, notice of the meeting of the Members shall be delivered by U.S. Mail postage prepaid to each Member of the Association. The notice shall be delivered no less than 15 days, nor more than 60 days prior to the date of the meeting, and shall state the date, time, and location of the meeting as well as the items of the agenda.

All meetings of the Members shall proceed in accordance with Article II of the By-Laws.

Pursuant to C.R.S. 38-33.3-310, voting for appointment to the Board shall be taken by secret ballot if a position is challenged (more than one candidate per position). Ballots shall be counted by a neutral third party or by a Member who is not a candidate. If the ballots are to be counted by a Member, that person must be selected randomly from a pool of two or more Members who are not candidates. The result of a vote by secret ballot shall be reported without reference to names, addresses, or other identifying information respective to the parties casting secret ballots.

In the event a quorum is not present for a meeting of the Members, an officer may adjourn the meeting to be reconvened at a later time and/or date.

b. Board Meetings

A Board Meeting shall be defined as a planned meeting of all members of the Board that is intended to administer the affairs of the Association and is attended by a quorum of the Board.

Meetings of the Board of Directors shall be in accordance with Article III, of the By-Laws and pursuant to 38-33.3-308(2)(a). Unless in Executive Session, all regular and special meetings of the Association's Board, or any committee thereof, shall be open to attendance by all members of the Association or their representatives. Agendas for Meetings of the Board shall be made reasonably available for examination by all members of the association or their representatives. The Board must allow a unit owner to speak at an appropriate time before the Board takes formal action on any item under discussion.

Nothing in this policy and procedure is intended to preclude the Board from conducting such business as may come before it between Board Meetings. All such business and decisions of the Board shall be recorded and available to the membership.

In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

Approved by the Board of Directors of the Alpine Village Homeowners Association after a 30 day review by the membership.

Richard J. Smith Date 1-11-10
Bonita J. O'Hara Date 1-11-10
John E. Dehler Date 1-11-10
_____ Date _____

The Alpine Village Homeowners Association

Policies and Procedures

as required by C.R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

INSPECTION AND COPYING OF ASSOCIATION RECORDS

The following policy shall apply to the inspection and copying of the Association's records. Most records will be available to homeowners on the HOA website maintained by the Management Company.

a. Types of Records

I. The Association's Statutory Records shall consist of:

1. Financial records sufficiently detailed to enable the Association to establish the amount of unpaid assessments, late fees, interest, fines and other legal charges for each Lot or Tract subject to the Declaration;
2. Minutes of meetings of the membership,
3. Minutes of meeting of the Board and committees of the Board
4. Records of all actions taken by the Members of the Board by written ballot or written consent in lieu of a meeting and
5. Any waivers of notice of the Members, the Board or Committees of the Board
6. Records of the names and address of each Member within the Association as well as each Member's voting power as established by the Declaration.

II. In additions to the Statutory Records, the Association shall maintain a copy of each of the following:

1. Articles of Incorporation;
2. Bylaws;
3. Declaration of Covenants, Conditions, and Restrictions;
4. Plat;
5. Association owned or granted easements and other ownership rights such as water rights;
6. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members of the Association;
7. Minutes of all Member meetings, and records of all actions taken by the Members without a meeting for the past three years;
8. All written communication within the past three years to the Members from the Board
9. A list of names and home addresses of its current directors and officers; and
10. A copy of its financial statements, 990 tax return, audits and review for periods ending during the last three years from the Property Management Company

b. Inspection Requests

A Member, or duly appointed representative, is entitled reasonable access to the Association records for inspection and copying for reasonable purposes. The Board requires the specific reason for the request to be submitted in

writing if the information is not on the website.

c. Limitations on the use of the Association's Records

Without the consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person:

- I. for any purpose unrelated to a homeowners interest;
- II. to solicit money or property unless such money or property will be used solely to benefit the Falls Village community.
- III. for any commercial purpose; or
- IV. to be sold or purchased by any person or entity outside the community.

d. Miscellaneous Provisions

- I. The Association may charge a reasonable fee to copy records.
- II. Absent a court order from a Court of competent jurisdiction, the homeowner shall not be authorized to inspect or copy any confidential communication including but not limited to: a) documents subject to the attorney/client privilege; b) documents subject to privilege imposed by Federal or state law, or by court order, and c) documents that contain information that if disclosed would constitute an invasion of personal privacy (examples include, but are not limited to social security numbers, employment information, personal bank account or personal financial information.)

In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

Approved by the Board of Directors of the Alpine Village Homeowners Association after a 30 day review by the membership.

Richard J. Smith Date 1-11-10

Bonita J. O'Hara Date 1-11-10

James E. DeKlwa Date 1-11-10

_____ Date _____

The Alpine Village Homeowners Association
Policies and Procedures
as required by C.R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

PROCEDURES FOR ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES, AND RULES

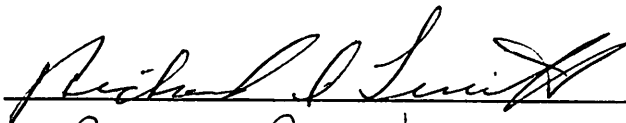
The following procedures shall apply to the Association's policy, procedure and rule making authority:

- a. The Board in its sole discretion shall determine and adopt or modify policies, procedures, or rules it considers to be beneficial to the Association.
- b. The Board may provide notice to the Members of the issue and the proposal(s) to address the issue by policy, procedure, or rule.
- c. The Board may seek the comment of the Members prior to voting on adopting the policy, procedure, or rule.
- d. The policy, procedure, or rule shall become effective 30 days after the policy, procedure, or rule is adopted by the Board and published to the members of the Association.


In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

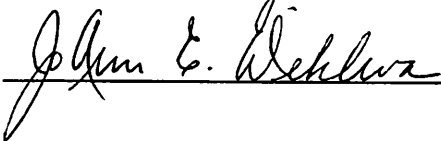
Approved by the Board of Directors of the Alpine Village Homeowners Association after a 30 day review by the membership.



Date 1-11-10



Date 1-11-10



Date 1-11-10

Date _____

**Alpine Village Homeowners Association
Policies and Procedures
as required by C.R. S. 38-33.3-209.5**

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

RESOLUTION OF DISPUTES BETWEEN THE ASSOCIATION AND OWNERS

The Alpine Village Homeowners Association hereby adopts the following Policy:

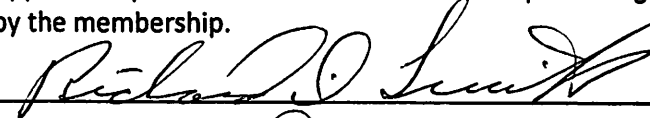
In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply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


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

In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

Approved by the Board of Directors of the Alpine Village Homeowners Association after a 30 day review by the membership.


_____ Date 1-11-10


_____ Date 1-11-10


_____ Date 1-11-10

_____ Date _____

Alpine Village Homeowners Association Policies and Procedures as required by C.R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the Alpine Village Homeowners Association ("the Association") pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

MAINTENANCE POLICY

The following procedures shall apply to Article II, Section 3, paragraph (h), subparagraph 4 of the Amended Declarations dated December 13, 1994:

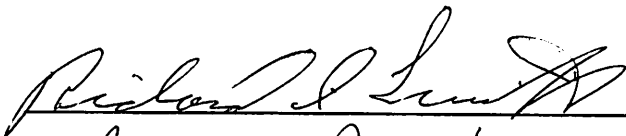
The Association is responsible for: Grounds maintenance (including but not limited to turf care, fertilization, tree trimming and shrub care), irrigation system maintenance, perimeter fence maintenance.

Lot Owner is responsible for: maintaining all portions of individual's property and improvements therein, maintenance of plants and shrubs in patio and under eaves, and for snow removal on sidewalks, patios and driveways. Owners with common driveways will share the snow removal responsibilities.

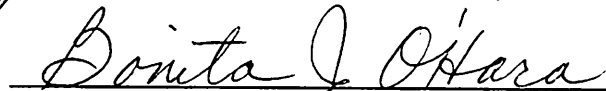
In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions, Restriction, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these "Policies & Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

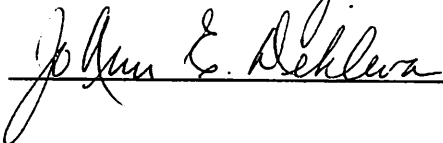
Approved by the Board of Directors of the Alpine Village Homeowners Association after a 30 day review of the membership.



Date 1-11-10



Date 1-11-10



Date 1-11-10

Date _____