

**Park River West Condominium Association
Board of Directors Meeting
Monday April 22, 2024 – Via Zoom Conference**

A meeting of the Board of Directors of the PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC. (the “Association”) was held on Monday, April 22, 2024, via ZOOM online/video beginning at 3:01 pm MDT. President Stew Squires (618) presided. Association Secretary Carol Primdahl (653) prepared these minutes.

1. **Call to Order / Roll Call.** The meeting was called to order at 3:01 pm MDT by President Stew Squires (618). The following Directors of the corporation were present via ZOOM: Stew Squires (618), President, Fritz Sampson (633), Vice-President, Helen Evans (619), Treasurer, Carol Primdahl (653), Secretary, John Mize (615), Rick Stephens (603), Greg Shipman (625) and Chris Hines (602). Doug Feck (635) was unable to attend. Faye Bellman-Yohe (617) attended as a guest.
2. **Conflicts of Interest Disclosures.** Following the PRW Conflict of Interest Policy, Stew Squires (618) inquired if any of the directors have a conflict of interest needing disclosure before the meeting. None were reported.
3. **Approval of Minutes.** The minutes of the Board of Directors meeting held on March 18, 2024, were previously emailed to the directors for their review.

Action Taken: It was moved, seconded, and unanimously adopted to approve the minutes of the Board of Directors meeting held on March 18, 2024.

4. **Treasurer’s Report.** Helen Evans’s (619) presented the following Treasurer’s Report. Prior to the meeting, Helen sent the Treasurer’s report including the Balance Sheet, and Profit/Loss statements, and the budget form to the Board via email for their review.

Here are our bank accounts as of April 20, 2024, rounded to the nearest dollar:

- Bank of Colorado - \$38,076
- Schwab Operating - \$64,432
- Schwab Reserves and Capital Expenses - \$327,600

Investments

- On April 2, \$17,913 was transferred from Bank of Colorado checking to Schwab Reserves/Capital per the Q2 budget requirement.
- A \$65k T-bill matured on 3/21/24 and a \$66k T-bill was bought on 3/26/24 for \$65,142. This will mature on 6/25/24 giving us a profit of \$858 (5.36%).
- A \$129k T-bill matured on 4/18/24 and a \$148k T-bill was bought on 4/19/24 for \$146,125. This will mature on 7/18/24 giving us a profit of \$1875 (5.40%)

Expenses

- High Plains Excavation was paid \$1470 to move rocks and place some along the river bank.
- Zeik Construction was paid \$1330 for snow removal on March 14.
- Estes Valley Asphalt finished the spring work involving crack seal, etc. and was paid \$10,817.25.
- All other expenses were routine.

Action Taken: It was moved, seconded, and unanimously adopted to approve the Treasurer’s report as presented.

5. Old Business

a. Updated Critical Board Actions Calendar – Secy

- **Annual Rental Registration** - To date, 19 of the 22 units have been completed the registration. The 3 remaining include the sale of Unit 426 – New Owner, Unit 642 no info received (Stew called owner) and Unit 650 no info received yet after several emails and calls. We'll continue to work to complete the remaining 3 Units. Refer below for more info on revised Rental Registration process.
- **Directors & Officer's Liability Insurance** - Stew has been working on new policies for Crime/Fidelity (Employee Dishonesty) Policy and Directors & Officer's Liability Insurance Policy (4/9 Exp. Date). A Fidelity Bond for \$500,000 has been approved to cover Crime/Fidelity (Employee Dishonesty) Policy and will be in place once we get a bill to pay. They requested an audit which that lead to the creation of an Internal Controls Policy. We requested that coverage be increased from \$1M to \$2M for the D&O Policy and it is still under review by the underwriter but they anticipate it will be approved. Refer to the calendar for May events.

b. **Landscaping, Needle Resolution 2024 Plan/Budget** – Doug was unable to attend. Carol sent him an email requesting that he send a landscaping update to the Board.

c. **Unit 612 – Water encroachment to unit resolution** – After several requests, Fritz has not received quotes from High Plains Excavating for this work. He plans to contact another vendor (Fairbanks) for quotes.

d. **Unit 612 – Extension of walking path north from access apron to Hwy 34 east of unit** – Refer to “c” above.

e. **Path work SE of Unit 638** – Refer to “c” above.

f. **Internal Controls Policy** – Refer to section g below.

g. **Policy Updates** – A big thanks to Fritz and John for all their work to update our policies and rules. Fritz sent out the following documents to the Board prior to the meeting for our review. Some policies are in need of updating due to statutory changes. Others have had particular sections updated since the most recent complete adoption. And the policy concerning financial internal accounting and financial controls is proposed as a matter of good governance and financial prudence. The board discussed the proposed updates and new policies listed:

- i. Policy for Governance Matters Under The Colorado Common Interest Ownership Act, attached hereto as Exhibit 1 and incorporated by reference.
- ii. General Written Consent To Alter Certain Limited Common Elements, attached hereto as Exhibit 2 and incorporated by reference.
- iii. Policy Governing the Rental of Units, attached hereto as Exhibit 3 and incorporated by reference.
- iv. Policy for Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines, attached hereto as Exhibit 4 and incorporated by reference.
- v. Financial Internal Control Policies and Procedures, attached hereto as Exhibit 5 and incorporated by reference.

After discussion regarding the updated Policy Governing the Rental of Units, the Board proceeded with a vote.

Action Taken: It was moved by Fritz Sampson, seconded by John Wize, and unanimously adopted that the following policies and procedures of the Association are amended and adopted with immediate effect.

- h. **PRW Rule Book Update** - The next item of business to come before the Board was updating the Rules and Regulations of Park River West Condominium Association, Inc. as set out in its Rule Book. It was brought to the board's attention that the last compilation of the Association rules, policies, and procedures published and distributed to the members took place in November 2020. Since that time the By-Laws were amended and substantial amendments to policies were made by reason of statutory changes. The following resolution was moved by Fritz Sampson, seconded by Helen Evans:
 - i. "Resolved, that the Rules and Regulations of Park River West Condominium Association, Inc., attached hereto as Exhibit 6 and incorporated by reference. including all policies contained in its appendices, are adopted with immediate effect.
 - ii. All items set out in Rules and Regulations of Park River West Condominium Association, Inc., attached hereto as Exhibit 6 are restated and adopted by this resolution.
 - iii. The Secretary of the Association is directed to post the Rules and Regulations document, with appendices, to the Association website, and to provide an electronic copy of such document to all Unit Owners."

There was a call for discussion but there were no comments.

Action Taken: The foregoing resolution moved by Fritz Sampson, seconded by Helen Evans was unanimously adopted. The Rules and Regulations of Park River West Condominium Association, Inc., attached hereto as Exhibit 6 are amended and restated accordingly.

- i. **2024 Reserve Study** - Stew sent out the response to the Reserve Study prior to the meeting. We are currently 31% funded. Stew plans to send an email to AR updating correct starting number of \$337k and that he is not aligned with how some items were classified as capital expenses. Fritz was asked to get a quote for a full roof replacement with impact resistant (class 4) shingles for one building and get a life expectancy of the existing roof.

Action Taken: It was voted and unanimously adopted to approve Stew's recommendation on the Reserve Study and that he is permitted to respond as he outlined.

- j. **STR Registration Update** - Already covered in section g above.
- k. **Asphalt Maintenance – Fritz** – Thanks to Fritz, asphalt seal and water drainage work near 642 and 644 has been completed for the year.

6. New Business

- a. **2025 Budget Prep** – John and Helen will begin work on the 2025 budget in time for the communication to the Owners in July.
- b. Faye Bellman-Yohe (617) asked if she is permitted to use a natural product for killing weeds. The answer was yes however it was communicated not to use Roundup or Torridon.

7. Next board meeting – May 20th 2024 3PM MST, Zoom

8. **Adjournment** There being no further business, it was moved, seconded, and unanimously approved to adjourn the meeting at 4:00 p.m. MDT.

Minutes prepared and signed: April 29, 2024


By: 
Carol Primdahl, Secretary

Exhibit 1
Park River West Condominium Association, Inc.
Policy for Governance Matters Under The
Colorado Common Interest Ownership Act

Adopted 7 July 2019, amended November 16, 2020, amended April 22, 2024

The following policies and procedures (“Policy”) governing matters required by the Colorado Common Interest Ownership Act have been adopted as amended from time to time pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

A. Statutes Superior To All. The provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Sunset Provisions Nullified. These Miscellaneous Policies abrogate any prior temporary policy governing the subject and nullify any automatic termination date recited in the prior Temporary Policy.

2. MISCELLANEOUS POLICIES

A. Inspection and Copy of Records. Inspection and copying of Association records by Unit Owners shall be governed by the provisions of the Colorado Non-profit Corporation Act and the Declaration. In particular, the provisions of 38-33.3-317 are adopted and pursuant to subsection (2) Unit Owners are required to submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents and the examination and copying times are limited to normal business hours. Production, examination and copying shall take place at the registered office of the Association.

B. Procedures for addressing disputes arising between the Association and Unit Owners. The provisions of Declaration Sections 25 and 26 together with any applicable provision in the Bylaws shall govern disputes between the Association and Unit Owners, EXCEPT in instances of when the Collection of Assessment Policy or the Policy for Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines would be applicable.

C. Amendment of Policies, Procedures and Rules. The Colorado Nonprofit Corporation Act and the Colorado Common Interest Ownership Act grant plenary authority to the Board to adopt and amend the Policies, Procedures and Rules of the Association. Declaration Sections 3 and 8 invest the Board with express rule making powers for the use of general and limited common elements. In particular, Bylaws Article 6 sections 6.5.1 and 6.5.7 grants general rule making authority to the Board in addition to those granted by statute or the Declaration. The Board retains that authority, including the right to amend or vary the Policies, Procedures and Rules of the Association unless abrogated by act of the Membership or by statutory change.

D. Notice of Rules. The Minute Book of the Association kept by the Secretary of the Association will contain all the currently adopted Association Rules and the Association Rules will also be posted on the Association’s website, if there is one.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Carol Primdahl, Secretary

This Policy for Governance Matters Under The Colorado Common Interest Ownership Act was adopted by the Board of Directors at a regular meeting held on the 7th day of July, 2019, effective the 7th day of July, 2019, amended 16 November 2020 and effective 16 November 2020, amended April 22, 2024 and effective April 22, 2024 and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Exhibit 2
Park River West Condominium Association, Inc.
General Written Consent To Alter Certain Limited Common Elements

Adopted 23 June 2018 As Supplemented 11 August 2018, March 31, 2022, March 18, 2024, and amended in final form April 22, 2024

The following policies and procedures (“Policy”) pertaining to the alteration and repair of Limited Common Elements have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

I. General

A. Statutes Superior To All. The provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act (“CCIOA”), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Authority to Give Consent. Park River West Declaration Section 3 contains a list of limited common elements, which is also supplemented by the Condominium Map and other parts of the Declaration. Section 3 requires that...” No limited common element may be changed in size, appearance or otherwise without prior written consent of the Board of Directors.” Coupled with this provision is that of Section 11 placing the responsibility for maintenance and repair of limited common elements upon the Unit Owner.

II. Written Consent To Owners.

Unit owners in the natural course of occupancy repair and decorate the limited common elements. The Board has determined that it is onerous and unreasonable to request permission in advance of some changes to limited common elements. Thus, this document is blanket consent for the following repairs and changes. Unit owners may rely on this consent in lieu of individual permission:

1. Interior Remodels and Repairs. Unit Owners may change the interior appearance of walls, drywall, sheetrock, floor coverings (including carpet, tile and wood), electrical and plumbing fixtures. Excepted from this consent is the removal or alteration of any structural element, bearing wall, floor, subfloor, or common wall between Units.

2. Mechanical Systems. Unit Owners may repair, replace, and alter the electrical system, gas service, water heater, drains and plumbing, furnace, and gas fireplace. Duct work associated with heating and cooling may also be repaired or replaced by the Owner. Fireplaces may not be converted to wood burning. Blanket consent to installation of air conditioning is granted, together with permission to install a pad and exterior compressor on the General Common Area adjacent to the Unit. The materials used shall be of the same or better quality as now exists, and the work shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

3. Windows and Doors. The interior appearance of windows and doors may be altered. The exterior appearance of doors and windows are excepted from this consent. Window glass when broken shall be immediately repaired and replaced with like kind glass: but no frosted or tinted glass shall be used if the exterior appearance of the Unit will be altered. Plexiglass or other similar translucent material is not “like kind” and is not permitted. Garage doors are covered by this consent and shall be replaced or repaired when buckled. Replacement and repair of doors and windows, including any frames and sills, shall be of the same or better quality as now exists; shall not alter the exterior

appearance of the Unit; and, shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

4. Storm Doors. Storm doors may be installed so long as the frame color matches the existing building or Unit trim color, with antique hardware matching the front door and a full frame window. Brass door hardware is not allowed per Declarations section 11(C) and section 11(D). After the installation, it is necessary to schedule the Association painting contractor to touch-up around the door. Owners are not allowed to paint the exterior of the building, so as to ensure matching paint and quality. This is to ensure a homogenous exterior appearance. Anderson storm doors have been found to meet these requirements.

5. Radon Mitigation. The interior and exterior common limited elements may be altered by Unit Owners electing to install radon mitigation systems. Alterations to the siding and roofing shall require a water tight seal and ensure the structural integrity of the Unit. Painting of exterior radon vents shall be done by the Association. The radon remediation work shall be performed by a qualified person duly licensed by the Town of Estes Park.

6. Decks and Patios. Consent is granted to install a gate on decks and patios so long as (a) the gate shall be architecturally consistent with the existing deck or patio; (b) the materials used shall be of the same or better quality as now exists; and (c) the work shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance. III. Conditional Consent And Approvals.

7. Security Systems and Cameras. It is the policy of PRW to address the legitimate security desires and privacy concerns of Unit owners, while ensuring the uniform, unadorned, and homogeneous aesthetics of the community. In order to balance these interests, the Board has adopted this blanket consent governing the installation of security cameras on the exterior of the Units.

Consent is granted to install an exterior security system monitoring the exterior of a Unit so long as the following conditions are met:

(a) Up to three cameras per Unit. Permitted cameras are limited to those located in the immediate vicinity of a Unit entrance, garage door and deck. Ring type cameras in the doorbell and any cameras located inside the Unit do not count toward the total.

(b) A camera may only surveil limited common elements associated with the Unit. That is, the decks, patios, drive bib, and entry doors belonging to that Unit.

(c) A camera may only be located in the door bell, on the porch, on soffits and fascia (not the faux rock façade) above the garage, and on the soffits and siding abutting the decks and patios. No camera shall be located on the second story of a Unit (except the Twin Sisters Units) or the third story of a Unit.

(d) The camera(s) and the system(s) shall be wireless or wired to the Unit with a water tight seal to ensure the structural integrity of the Unit;

(e) A camera may not interfere with or be wired into gutters and drains, but may be wired through garage doors and its framing, patio door framing, and window framing so long as the seal is water tight, the wire is unobtrusive, the wire is inserted in structural joints and framing, and no excess or coiled wire remains after the installation.

(f) No solar panel, extension cord, or other exterior power source feeding the security system may be attached to the Unit;

(g) A camera may not include a light fixture, security light or spot light. The exterior security system and its components must comply with the Town of Estes Park Dark Sky Ordinance, and any other applicable law.

Excepted from this consent are:

- (a) the installation of a motion detector or sensor anywhere except on the front porch of the Unit, and
- (b) removal or alteration of any structural element, roofing, siding, soffit, fascia, or common wall of a Unit or any adjoining Unit.

By installation of a security system/camera(s) the owner acknowledges: (a) All maintenance of the structure and appearance of the exterior camera/security system is the responsibility of the owner; (b) Any damage to the Unit caused by drilling or attaching a camera, sensor, or other portion of a security system is at the risk and cost of the Unit owner; (c) That neither the Association nor its contractors/agents shall be responsible for any damage to the security system/camera occasioned by painting, maintenance, repairs or alterations to the exterior of the Unit.

Units with existing non-conforming systems are granted until August 1, 2024 to make necessary alterations. If an owner wishes to install a camera or security device other than as addressed in the consent, please ask the Board in advance of purchase and installation.

III. Consent Subject to Design Submission

The following items are permitted subject to design submission by the Unit Owner, written acknowledgment of responsibility by the Unit Owner, and approval by the Board:

1. Awnings. Awnings are approved for use only on decks. The approved model is “The Eclipse” retractable awning, available from Peterson Canvas and Awning, 1422 Webster Avenue, Fort Collins CO 80524; see www.petersoncanvas.com and www.eclipseawnings.com. Although the above model is approved, the design proposal must still be submitted to the Board, including style and color. The color should match the body or trim of the Unit. A solid color is preferred but a suitable stripe that matches both colors can be considered. If approved, it must be agreed that any damage to the building resulting in repair caused by the awning, including but not limited to improper installation and use, will be the responsibility of the owners. The potential for wind damage must be considered, along with the need for durability in our mountain environment; experience so far suggests that manual operation is preferable. All maintenance of structure and appearance of the awning is the responsibility of the owner.

2. Window Coverings. A blanket variance is granted to all Units to allow window coverings of light earth-tone colors and woven wood blinds, in addition to white and off-white colors, but subject to Board approval. Prior to installation a sample or photo of the requested window covering diverging from the “White or Off White” standard must be submitted to and approved by the Board. Approval of the Board may be rendered by electronic agreement of the members and without a formal meeting. Installations of earth-tone and woven wood blinds completed before adoption of this variance shall be assessed and approved or disapproved by the Board without Unit owner submission but with due regard for the terms of this variance, and the Unit owner given notice of the Board action.

IV. Ratification of Prior Acts

This general consent shall act as permission to all alterations and repairs previously performed in accordance with the standards set out in this document; and the same are ratified by the Association.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____

Carol Primdahl, Secretary

This General Written Consent Policy was adopted by the Board of Directors at the annual meeting of the Board held on the 22nd day of April, 2024, and is effective the 22nd day of April, 2024, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Exhibit 3
Park River West Condominium Association, Inc.
Policy Governing the Rental of Units

Adopted 19 December, 2019, amended 16 November 2020, amended 22 April 2024

The following policies and procedures (“Policy”) governing the Occupancy and Management of Rental Units have been adopted by the Park River West Condominium Association, Inc. (“Association”) at a meeting of the Board of Directors.

1. GENERAL

The following Policy and procedures have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-302 [Powers of unit owners' association] and Bylaws Article II, Section 9(A) at a meeting of the Board of Directors.

A. Statutes Superior To All. The terms and conditions set forth in the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. These policy provisions are subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Findings of the Association. The Association finds:

(1) That various Unit owners rent their Units as a regularly conducted commercial enterprise on both a short- term (less than 30 days) and long- term (month to month or longer) basis.

(2) That the rental of Units is a commercial business governed by Ordinances of the Town of Estes Park; and, Unit owners have declared their operation as a business which must be licensed and qualified.

(3) That the presence of short-term occupants and tenants places a management burden and costs upon the Association not otherwise encountered with bare Unit ownership by reason of:

- (a) a lack of occupant and tenant familiarity with Association Declarations, Bylaws, Rules and Regulations;
- (b) tenant and occupant misuse of General Common Elements;
- (c) tenant and occupant lack of respect for the occupancy of adjoining and surrounding Unit owners;
- (d) knowing and persistent violation of occupancy, use, fire, safety and parking rules by occupants and tenants;

(e) and, the necessity of the Association to investigate the activity of occupants and tenants and rectify behavior above and beyond that encountered with owner occupied Units.

(4) Owner occupied Units should not bear the burden and expense of managing neighboring commercial enterprises; and no assessment has been made against any Unit in that regard. Costs incurred by the Association for the management of rental Units is not a common expense associated with the maintenance, repair, or replacement of a limited common element or any enumerated expense at Section 9.E. of the Declarations. Rather, the time and expense expended by the Association and its Board to govern and regulate tenant and landlord conduct is a unique cost associated solely with the commercial rental of Units and should be borne solely by the rental Unit and its owner as the beneficiary of the rents earned.

C. Authority. The Association by and through its Executive Board is empowered to impose reasonable rules and collect fees associated with the additional regulation and management of Unit rental businesses by reason of C.R.S. 38-33.3-302(1) (j), (o), (p) and (q), together with the authority vested in the Association and its Board in the Declarations and Bylaws.

2. RULES IMPOSED UPON RENTAL UNIT OWNERS

A. Information to be provided to the Association. On or before March 1, 2025, and on each anniversary thereafter, each Unit owner renting shall provide to the Association the following documentation:

- (a) Copy of the current Town of Estes Park (ToEP) License to operate the Unit as a Short-Term Rental Property (STRP) vacation home.
- (b) A signed Association Rental Compliance Form signed by the Unit owner (as sole proprietor, trustee, or Officer of an LLC or corporation) and the local representative, if the Unit is a Short-Term Rental Property, or property manager or agent for long term rentals. The Form shall be drafted and produced by the Association, provided to Unit owners, and shall apply to both short and long-term rental Units. The Form and attachments may be signed in counterparts by the owner and the representative or agent and submitted in pdf format via email to the Association.
- (c) Copy of Rental Agreement form that will be used. Applies to both short- and long-term rental Units.
- (d) Proof of Insurance in ACORD form, or an equivalent, indicating Commercial General Liability rental coverage of at least \$1,000,000 per occurrence. Applies to both short- and long-term rental Units.

B. Content of Rental Agreements. A written rental agreement is required which shall include at a minimum Tenant confirmation that they have read and agree to comply with sections of the Declaration and Association rules pertaining to Declaration Section 17, Occupancy, Unit Rentals, Parking and Safety (particularly the grill policy), Noise and Nuisance Control, and Short Term Rentals, which may be either incorporated in the rental agreement or attached to it. Further, the rental agreement must address maintenance of quiet enjoyment by other Association Unit owners, that no pets are allowed short term, and proper use of facilities.

C. Estes Valley Resident Agent available 24/7 to Association/Change of Agent. The Local Representative or Agent named in the Town of Estes Park STRP license, and any Property Manager or Agent for Long-Term Rental, shall be continuously available and contractually able to act on behalf of the owner to immediately solve problems with the tenant or the Unit without owner involvement. The Unit Owner must notify the Association of any change of the Local Representative or Property Manager or Agent, together with updated contact information, prior to the Local Representative, Manager or Agent managing any rental to ensure that the Association has necessary contact information. A change of Local Representative, Manager, or Agent initiates a new registration event under section 2.A.(b) due on same day that the Association receives new management notification. The Unit Owner must provide a new and updated Association Rental Compliance Form signed by the Unit owner (as sole proprietor, trustee, or Officer of an LLC or corporation) and the new local representative, manager or agent because the guest rental agreement and website information may change under the new management. The Town of Estes Park Short- Term Rental Ordinance requires that the Local Representative respond within 30 minutes, which is adopted as a policy of the Association for both Short-Term and Long-Term rental management.

3. ASSOCIATION MANAGEMENT FEES

To defray the expense of and compensate the Association for commercial rental management the following fees are imposed:

A. Short-Term Rental. For Units rented for any period less than 30 days an annual fee of \$250.00 is charged, but waived if the annual registration is completed by March 1. Such fee is charged without regard to whether the Unit is registered or not with Town of Estes Park. The fee is billed with the annual dues statement, if known to the Association at that time, otherwise when discovered by the Association. The fee is due at the time of first quarterly dues payment, or 30 days after mailing if discovered later.

B. Long-Term Rental. For Units rented month to month or for any period more than 30 days an annual fee of \$250.00 is charged, but waived if the annual registration is completed by March 1. The fee is billed with the annual dues statement, if known to the Association at that time, otherwise when discovered by the Association. The fee is due at the time of first quarterly dues payment, or 30 days after mailing if discovered later.

C. Collection. Enforcement and collection of fees shall be made in the same manner as for Common Expense Assessments under Declaration Articles 9 and 16 and the Park River West Condominium Association, Inc. Policy for the Collection of Unpaid Assessments, as amended from time to time.

4. EFFECTIVE DATE

This Policy shall become effective on April 22, 2024.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Carol Primdahl, Secretary

This Policy was originally adopted by the Board of Directors at a regular meeting held on the 19th day of December, 2019, effective the 31st day of December, 2019, amended November 16, 2020, effective December 31, 2020, amended at the regular meeting held April 22, 2024, effective April 22, 2024, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Exhibit 4
Park River West Condominium Association, Inc.
Policy for Enforcement of Declarations, Covenants and Rules,
including Notice and Hearing Procedures and the Schedule of Fines

Adopted 21 January 2018, as amended 16 November 2020, as amended August 21, 2022, as amended April 22, 2024

The following policies and procedures ("Policy") governing Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

A. Constitutions Superior To All. Subject to constitutional protections afforded the Association and constitutional limitations imposed upon the State of Colorado and its political subdivisions, the provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act ("CCIOA"), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended

The Association claims protection under the Contract Clause of the United States Constitution (Article I, Section 10) and the Contract Clause of the Constitution of the State of Colorado (Article II, Section 11). By adherence to any statutory provision the Association shall not be deemed to have waived constitutional protections or to have acquiesced in the application of law when applying and enforcing the terms of its Declaration and Bylaws when they conflict with such law and the law would be effective after the date of adoption of the Declaration.

This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Fairness. This Policy is adopted to ensure a fair and impartial fact-finding process concerning whether the alleged violation actually occurred and whether the Unit Owner should be held responsible for the violation. This process may be informal but shall, at a minimum, guarantee the Unit Owner notice and an opportunity to be heard before an impartial decision maker.

C. Impartiality. The Board acting as a whole shall be the statutory "impartial decision maker" with the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including its architectural requirements, and the other rules and regulations of the Association. The mere ownership interest of a Director in a Unit shall not constitute a direct personal or financial interest in the outcome. A Director shall not be deemed to have a direct personal or financial interest in the outcome if the Director will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. A Director with a greater benefit or detriment is obligated to disclose the impediment to the Board before any hearing, deliberation, or decision; and, the Director shall recuse his/herself forthwith from such proceedings.

D. Governing Instruments. The provisions of Declaration Sec. 13 and Bylaws Article II Section 9 give the authority to the Board to enforce all covenants, declarations, Bylaws and rules of the Association. Declaration Sec 13 authorizes the Association to collect damages, costs, and attorney fees incurred by the Association for violations of the Declarations, Covenants, Bylaws and Rules. Declaration Sec. 25 provides rules for notice to an Owner by the Board, and notice to the Board by an owner, as well the time for hearing and decision. The Section 25B hearing is called Mediation. Declaration Section 26 compels the Association and Unit Owners to employ Arbitration after the Section 25B Mediation in disputes between the Association and a Unit Owner. Section 27 sets out the schedule of fines and the procedure giving advance notice of intent to levy the fine and an opportunity to show cause and be heard prior to Board action. Interpretation and application of the foregoing provisions is reserved to the Board as a Policy of the

Association and under the general rulemaking authority vested in the Board under Declaration Section 13 and Colorado Revised Nonprofit Corporation Act.

E. Vicarious Responsibility. All Unit Owners are liable and responsible for all acts of themselves, their officers, agents, family, guests, tenants and invitees. All violations of officers, agents, family, guests, tenants and invitees (hereinafter called vicarious person) are imputed to the Unit Owner; and, no defense of third-party responsibility shall be entertained in such instances.

F. Calculation of Violations. Each component or part of a Declaration or Rule is a separate rule, and the violation of which is a separate violation. Each occurrence of a violation is a separate violation. Violations occur as follows:

1. Non-Safety Violations Capable of Cure are deemed to be a separate occurrence if not cured within 30 days, and after two additional days a separate occurrence. A fine of no more than \$500 shall be imposed for any separate occurrence.
2. Safety and Health Violations Capable of Cure are deemed to be a separate occurrence if not cured within 72 hours, and every other day thereafter until the violation shall cease.
3. Safety and Health Violations Incapable of Cure are deemed to be a separate occurrence for each violation without regard to the days. For example, an owner cannot park in a fire lane and when required to cease move to another fire lane location without incurring a fine for both violations because each violation is complete and incurable when committed.

G. Per Se Violations of Public Health and Safety. The following are deemed to be public health and safety violations:

1. Violation of Law governing short-term rentals.
2. Violation of the Association Rental Rules section 2.C. by:
 - (a) failure to notify the Association of any change in the local representative, if the Unit is a Short-Term Rental Property, or
 - (b) failure to notify the Association of any change in property manager or agent for Long-Term rentals or
 - (c) for both Short-Term and Long-Term rentals to provide a properly executed and timely Association Rental Compliance Form.
3. Violation of any law, rule, bylaw, declaration or policy governing grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short-term renter, or failure to maintain heat in a Unit,
4. Damage to the Common Elements.
5. Violation of any law, rule, bylaw, declaration or policy governing maintaining a nuisance, pets, maintaining the peace, noise infringing upon another Unit, and sanitation.

2. DUE PROCESS

A. Complaints. The Association recognizes that complaints arise in any number of contexts, and that the Board as a whole and individual Board member may receive complaints in writing, but most often verbally from Unit Owners or by a Board Member's own observation. Notice of a violation received orally or by observation shall be given the same treatment as one received in writing.

B. Informal Action. In compliance with the statutory policy dictated by C.R.S. 38-33.3-209.5(2) The Association policy is to deal with complaints as soon as practicable and in a respectful neighborly fashion without resort to punitive action. Upon initial receipt of a complaint by the Board as a whole or an individual Member, a Board Member may determine if a violation is occurring immediately. If such is the case, then the President or any other Board Member shall contact the Unit Owner or his/her Agent by any method to inform the Unit Owner of the violation and

request that it cease. Such contact shall be deemed to be Notice under C.R.S. 38-33.3-209.5(2)(I). The terms of C.R.S. 38-33.3-209.5(2)(I) provides that the Association *may* provide notice in the manner set out in C.R.S. 38-33.3-209.5(1.7). The Association elects to forego such Notice, and in its place provide actual notice to the Unit Owner and/or Agent. If the Unit Owner complies and there is no cost of repair, no further action will be taken, but the violation shall be noted so that it might be taken into account if there are repetitive violations.

C. Response to Noncompliance – Initial. If after an informal contact concerning the violation the Unit Owner (including the officer, agent, tenant, guest, or permissive occupant of an Owner) refuses to cease the violation or persists in the violation or repeats the violation, a Board member shall have the authority to take action to immediately rectify the violation where the violation impacts public health, safety, parking, access, noise, violation of law, occupation of Limited Common Element of another Owner, or protection of the General Common Elements. The expense of remediation of the violation shall be noted and submitted to the Board to institute formal action.

D. Right To Cure. In compliance with the provisions of C.R.S. 38-33.3-209.5(1.7)(b)(II) the following policies and procedures are adopted:

1. Non-Safety Violations Capable of Cure – In all cases where a violation can be ascribed to a condition created by the Unit Owner, not involving grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, (e.g. installation of non-complying lighting) the Owner shall be given notice by Certified Mail – Return Receipt Requested that he/she must cure the violation within 30 days from the date of mailing the notice. The Association adopts a policy of automatically granting two consecutive 30-day periods to cure before legal action will commence. Any Board member may initiate such Notice. The Notice shall be in the form attached to this policy and made a part hereof by reference.
2. Safety and Health Violations Capable of Cure - In all cases where a violation can be ascribed to a condition created by the Unit Owner or vicarious person, not involving grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, but otherwise impacting the Safety and Health without immediate danger or harm to the Association or any person, the Owner shall be given written notice that he/she must cure the violation within 72 hours or a fine may be incurred. Any Board member may initiate such Notice. Any writing shall be deemed written notice, including but not limited to e-mail, text message, and posting at the Unit. No particular form of Notice shall be required, but the Notice shall be sufficiently particular so that the Owner is informed what action is required to cure and a fine is possible if not cured.
3. Safety and Health Violations Incapable of Cure – Violations exist that are complete when committed, are incapable of cure, and may incur a fine. By way of example and not limitation, an open fire on limited or general common elements cannot be permitted to persist for 72 hours notification. Nor can a grill fire or heat damage to a Unit be rectified within 72 hours without consequence. Nor can a person impair emergency vehicle access to Units or park in a fire lane with a 72-hour grace period to move. In all cases where a violation can be ascribed to the Unit Owner or vicarious person involving grills, open fires, fire lanes, access by emergency vehicles, storage of flammable material, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, the Owner or any occupier of the Unit shall be given notice that he/she must cease the violation immediately. Any Board member may initiate such Notice. Notice shall be by any means including verbal, phone, text, or email. No particular form of Notice shall be required, but the Notice shall be sufficiently particular so that the Owner or other occupier has notice to immediately cease the dangerous conduct, rectify the violation immediately, and that a fine may be imposed. A notice of Safety and Health Violations Incapable of Cure

given to an Owner is deemed given to any occupier or vicarious person, and a notice given to an occupier or vicarious person is deemed given to the Owner.

D. Formal Action. In all cases where a violation persists after informal action or violations are repetitive or where remediation expense has been incurred to remedy a violation, or a fine may be imposed after a notice to cure, the matter shall be placed on the agenda of a meeting of the Board for consideration. If the Board determines that the collection of remediation expense is appropriate or a fine may be imposed for the violation, then a Hearing before the Board shall be held upon written notice to the Unit Owner in the method dictated by Declaration Sec 25B (hearing in no more than 30 days after notice, decision no more than 15 days after hearing) and containing the detail of the alleged violation and prospective fine, together with any other content required by Declaration Sec. 27. The Hearing shall be that provided for in Declaration Sec. 27 (Fines) and no second hearing under that provision shall take place. The Hearing is a meeting of the Board, and other business may be taken up before or after the Hearing. The Hearing shall be in open session unless the Owner shall request that the proceedings be conducted in executive session pursuant to C.R.S Section 38-33.3-308(4)(e).

E. Conduct of Hearing. The President of the Association or his/her designee shall act as the presiding officer at the Hearing. The President or his/her designee shall appoint one Board Member (Advocate Member) or a duly licensed Colorado attorney to present the case for a violation when there is no third-party advocate complaining, such as a complaining Unit Owner. The Board of Directors, including the President, acting as a whole deliberative body shall first hear the presentation of facts by the Advocate Member, Association Attorney, or third-party complainant. Then the alleged Unit Owner violator or his/her designee shall be entitled to present her case in opposition or mitigation. If an alleged violator Unit Owner shall fail to appear at the time and place of Hearing, he/she shall be deemed to have waived the right to present a case and the Hearing shall proceed in his/her absence. The President shall have authority to limit the time allotted to both the advocate for the complaint and the Unit Owner for their respective presentation, including time allotted to the Directors to pose questions to the parties. Each party shall be allotted time to present a rebuttal and final argument to the Board after the presentations shall be concluded.

F. Deliberations. Deliberations shall take place within 14 days after the Hearing is concluded. Any Board Member, including the Advocate Member if so appointed, may recuse himself or herself prior to deliberation if he or she feels that he/she cannot act as an impartial decider of fact even if he or she would not otherwise be disqualified by the terms of the CCIOA. The deliberations and the Decision shall take place in open session, except that the Board may go into executive session and outside the presence of witnesses or the alleged violator whenever permitted by the terms of C.R.S. Section 38-33.3-308(3) to (7) inclusive.

G. Decision. The Decision of the Board shall be in writing, made no more than 15 days after the close of the Hearing, and conveyed to the Unit Owner in the manner required by Declaration Sec. 25A. That is, by personal delivery or by regular US First Class Mail, postage prepaid to the Declaration Sec. 20A address provided by the Unit Owner. If no violation is found, then the Decision shall so state. If a violation is found to exist, then the Decision shall set forth the Declaration provision and/or Rule violated, the number of times the Unit Owner has previously been found to be in violation of the Declaration or Rules, the amount of any fine imposed, costs of remediation assessed, and attorney fees incurred and assessed.

H. Schedule of Fines. The Schedule of Fines set out in Declaration Sec. 27 governs, together with the authority of the Association in Declaration Sec 27 and Sec 13 to impose the costs and attorney fees upon a Unit Owner found to be in violation. Generally, a first offense fine is \$25; a second offense, \$50; and, a third offense \$150, plus costs and attorney fees. Declaration Sec 13 empowers the Association to collect the costs of remediation (damages) as well as costs and attorney fees for all violations.

ENFORCEMENT

A. No Violation. If the Decision is that no violation has occurred, no penalty or costs shall be imposed on a Unit Owner, whether the alleged violator or a complainer.

B. Violation. Where a violation has occurred, the Decision shall be sent to the Unit Owner/violator in the manner required by Declaration Sec. 25A. The Association is empowered to collect upon the Decision after non-payment 30 days from the date of the Decision, including the imposition of lien upon the offending Unit, but subject to Arbitration.

EFFECTIVE DATE

This amended Policy shall apply to all situations, conditions and violations requiring enforcement on and after April 22, 2024. Situations, conditions, and violations prior to that date are governed by the policy and procedures as amended and adopted August 10, 2022.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Carol Primdahl, Secretary

This Meetings Policy was adopted by the Board of Directors at a regular meeting held on the 21st day of January, 2018, effective the 21st day of January, 2018, amended 16 November 2020, effective 31 December 2020, amended 21 August, 2022, effective 10 August, 2022, amended 22 April 2024, effective 22 April 2024 and is attested to by the Secretary of Park River West Condominium Association, Inc.

ON PRW LETTERHEAD

FAILURE TO ADDRESS THE VIOLATIONS NOTICED MAY RESULT IN FINES AND POSSIBLE LEGAL ACTION.

NOTICE OF CURABLE NON-SAFETY VIOLATION(S)

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

DATE:

TO: [here insert unit owner name and address using address provided by owner to the association and if the owner has provided a designated contact send a duplicate original to that address as well]

YOU ARE HEREBY NOTIFIED THAT UNIT _____ IS IN VIOLATION OF THE PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC. DECLARATION, BYLAWS, RULES OR REGULATIONS IN THE FOLLOWING PARTICULARS: [here insert the itemized list and citation of each violation]

ACTION OR ACTIONS REQUIRED TO CURE THE VIOLATION: [here insert action needed to cure]

YOU HAVE 30 DAYS FROM THE DATE THIS NOTICE IS POSTED TO US MAIL TO CURE THE VIOLATION(S) OR THE ASSOCIATION, AFTER CONDUCTING AN INSPECTION AND DETERMINING THAT YOU HAVE NOT CURED, MAY FINE YOU. IF YOU FAIL TO CURE WITHIN THE INITIAL 30-DAY TIME, YOU MAY INCUR A FINE OR FINES FOR EACH PARTICULAR VIOLATION AND REPEAT VIOLATION NOTICED. IF YOU FAIL TO CURE WITHIN 30 DAYS THE ASSOCIATION AUTOMATICALLY GRANTS YOU AN ADDITIONAL 30 DAYS TO CURE THE VIOLATION(S) BEFORE LEGAL ACTION WILL COMMENCE. BUT SUCH ADDITIONAL 30-DAY PERIOD DOES NOT TOLL THE IMPOSITION OF FINES.

IF YOU HAVE CORRECTED THE VIOLATION(S), THE BURDEN IS UPON YOU TO PROVIDE TIMELY PROOF AND NOTICE OF CURE. YOU SHOULD CONSULT COLORADO LAW TO ENSURE YOU COMPLY WITH THE PROCEDURE GOVERNING NOTICE OF CURE.

PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC

BY: IT'S BOARD OF DIRECTORS

CERTIFICATE OF SERVICE

I, _____, acting upon instruction from the Board of Park River West Condominium Association, Inc certify that I caused the foregoing Notice to be deposited to US Mail Certified-Return Receipt Requested on _____ and addressed to the person(s) recited therein.

Print Name

EXHIBIT 5
Park River West Condominium Association, Inc.
Financial Internal Control Policies and Procedures
Adopted April 22, 2024

The following Financial Internal Control Policies and Procedures (“Policy”) governing financial operations of the Park River West Condominium Association, Inc. (“Association”) is adopted by the Association Board of Directors pursuant to C.R.S. 38-33.3-302(1)(a) and C.R.S. 33.3-303(1) at a meeting of the Board of Directors.

1. GENERAL

A. Statutes Superior to All. The provisions of the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act (“CCIOA”), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This Policy is subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Submission to Membership. This Policy shall be submitted to the Members of the Association at the 2024 Annual Meeting of the Members for ratification or amendment, as they shall consider appropriate. Pending submission or in the absence of action by the Membership, this policy shall govern.

C. Purpose of Policy. It is the purpose of this policy to provide some basic accounting controls so that the Board of Directors and homeowners can rely on the accuracy of financial records. These control measures are designed to provide a reasonable assurance that financial transactions are executed according to sound business practices, to assure that the financial resources of the Association are used for their intended purposes, and to protect the Association from misappropriation or misuse of those assets.

D. Contracting with Outside Accounting Consultant. As authorized by C.R.S. 33.3-303(4)(b)(I) the Board of Directors will contract with an independent and qualified firm or person to use generally accepted accounting practices in the preparation of financial statements of the Association. Such a person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the association’s financial statements, which shall be prepared using generally accepted accounting principles using a cash basis of accounting. Such person or firm shall hereinafter be referred to as “Bookkeeper.” A formal accounting audit of the Association conducted by a Certified Public Accountant shall not be required unless the Association has an annual budget of at least \$250,000 and an audit is requested by the owners of at least one-third of the units in the Association.¹

E. General Practices on the Handling of Funds.

1. All funds received by the Association for the payment of dues, assessments, fines, penalties or from any other source shall be deposited in a bank or investment account registered with the Association.
2. No officer, director, Unit Owner, or other person shall deposit dues, assessments, fines, penalties, or funds from any other sources, received by or intended for the Association, in such person’s personal account or convert such funds to cash or other currency.
3. No checks of the Association shall be made out to “cash” and no withdrawal of funds from Association accounts may be made in cash.

C.R.S. 33.3-303(4)(b)(II)¹

4. Requests for reimbursement of actual expenses incurred on behalf of the Association by an officer, director, Unit Owner, or other person shall be accompanied by original documentation or receipts by which the expense can be reasonably confirmed, and such reimbursements shall be made by check or bank-recorded transfer drawn on the Association account.

F. Fidelity or Surety Bond. The Association shall carry a fidelity or surety bond or other proper insurance coverage for any director or officer who handles Association funds. The amount of such a bond shall be not less than the year-end value of funds held in Association bank or investment accounts.

2. **HANDLING OF REVENUE/RECEIPTS/ACCOUNTS RECEIVABLE.**

- A. The Bookkeeper shall issue an annual statement for dues for the following year to each Unit Owner, electronically (if available) and/or by U.S. Mail, in December of each year and shall keep a separate account for each Unit Owner to post dues, fines and assessments paid by the Unit Owner during the year.
- B. Unit Owners shall pay dues annually, semi-annually, or quarterly by check mailed to the Association address at: P.O. Box 1405, Estes Park, CO 80517. The Bookkeeper or other designated Board member routinely checks the post office box and deposits the checks in the bank account of the Association held at the Bank of Colorado in Estes Park. All checks received shall be marked "For Deposit Only to the Account of the Payee," endorsed, and promptly deposited upon receipt. If available, deposits may be electronically made. Owners may also have dues, assessments, fines, or penalties automatically transferred from their personal accounts to the Association account at the Bank of Colorado or such other financial institution chosen by the Board of Directors. All payments received shall be posted by the Bookkeeper from reports generated by the bank.
- C. Cash will not be accepted for dues, assessments, fines, or penalties or for any accounts receivable owned to the Association. In lieu of cash, cashier's checks payable to the Association may be issued by a bank and delivered to the Association.
- D. Accounts receivable reports and/or a log showing receipts by the Association will be prepared by the Bookkeeper monthly and shall be promptly reported to the President and Treasurer of the Association. Delinquencies and any late fees assessed shall be reported by the Treasurer to the Board of Directors at its next meeting following receipt of the report from the Bookkeeper.
- E. The President, Treasurer, Bookkeeper, and any other Board member approved by the Board of Directors are authorized to receive and review bank statements or statements of investment accounts by which receipts and deposits from Owners and other third parties can be verified to determine they are equal to those receipts reported by the Bookkeeper.
- F. The Board of Directors must approve by formal action any cancellation and release of indebtedness owed to the Association.

3. **DISBURSEMENTS.**

- A. All accounts payable or requests for disbursements shall be independently reviewed by the President, Treasurer, or other member of the Board of Directors authorized by the Board to do so in the absence of the President or Treasurer. Each account payable must be supported by original documentation that justifies the purpose and amount of the payment or disbursement and is attached to the request. The President, Treasurer, and/or other director authorized by the Board of Directors to do so, in the absence of the President or Treasurer, shall review the account payable to determine its accuracy and appropriateness and input it at the Association bank. After the bill is input at the bank, the President, Treasurer and or other director designated by the Board to do so, in the absence of the President or

Treasurer, who did not do the initial approval and input to the bank, shall also review the account payable to determine its accuracy and appropriateness and then authorize the bank to make an electronic payment or issue a check in payment of the bill. In this manner, each account payable will be separately and independently reviewed and approved by at least two members of the Board of Directors.

- B. The Bookkeeper or other authorized person shall provide copies of any requests for payment received by the Association to the President and Treasurer upon receipt of them.
- C. The President and Treasurer shall advise the Bookkeeper which expenses are attributable to operating expenses and which are to be paid from reserves following the Association Budget and Reserve policy. Generally, capital expenses expected to last five years or longer may be paid from reserves.
- D. All disbursements shall be by check or by electronic transfers from the Association bank or financial institution and shall be documented so that the disbursements are accurately reflected on the Association bank or financial institution statements monthly. The President and Secretary shall review such bank or financial institution statements each month to verify that the disbursements are accurately recorded.
- E. Authorized Association check writers and persons authorized to make electronic payments from the Association bank account shall be the duly elected President and Treasurer of the Association. The election of such persons by the Board of Directors shall confer such check-writing authority on them.
- F. The Bookkeeper, who has responsibilities for the recording of financial transactions and preparation of financial statements, shall not have authority to write checks on behalf of the Association or make electronic transfers from the Association bank accounts.
- G. The Treasurer or the President shall report monthly to the Board of Directors all disbursements made by the Association between Board of Directors meetings.

4. **PURCHASES AND CONTRACTS.**

- A. The Board of Directors shall prepare an annual budget segregating operating and reserve expenses and have it annually approved by the Association membership as required by the Declaration, Bylaws, the Association Reserve Policy, and Colorado law. Purchases and contracts authorized shall be consistent with the budget unless approved by formal action of the Board of Directors.
- B. Unbudgeted expenses greater than the line item in the budget shall be reported by the Treasurer to the Board and must be approved by formal action of the Board of Directors. The approval of the Treasurer's report in which such expenses are reported shall be approval of such expenses by the Board of Directors.
- C. If the Association uses a credit card, such card shall be issued only in the name of the Association and only the President or Treasurer shall use the credit card to pay authorized expenses exclusively incurred for Association purposes. The Board of Directors must approve by formal action the acquisition of an Association credit card and the credit limit on such a card. No personal expenses of an officer, director, owner, or Bookkeeper shall be paid using an Association credit card. Credit card statements shall be independently reviewed each month by the President and Treasurer to verify only authorized expenses have been appropriately paid.
- D. The Board of Directors must specifically approve by formal action the authorization of an officer of the Board of Directors to enter into a contract, lease or commitment of the organization that is longer than one year and over \$10,000 unless included in the budget. The Association should obtain and document at least three competitive bids for all purchases of goods and services greater than \$10,000 unless there are insufficient vendors in the area to give such bids. Without seeking competitive bids, the Association may

contract with a vendor that provides unique skills or services or one with whom the Association has a long-standing business relationship. For these contracts, the Association must periodically evaluate the quality and cost of the services or products received from such vendors to ensure that the Association is receiving proper value for its contracts with unique of longstanding vendors.

5. **FINANCIAL RECORDS AND REPORTING.**

A. All financial books and records of the Association shall be kept in a secure location either on paper or electronically and in accordance with Association Declarations, Bylaws, Rules and Regulations and the provisions of federal and state law.

B. Budget, balance sheet and income statements shall be provided to the Board of Directors by the Treasurer at each regular meeting of the Board of Directors and to the Association membership at its annual meeting. Following the provisions of the Declarations, Bylaws, Rules and Regulation and federal and state law, any Unit Owner may reasonably request and be provided with the requested financial information or records of the Association. It is the intent of the Board of Directors to be completely transparent with Association owners on all financial matters. Any Association cost of providing such information may be appropriately billed to the requestor of such information.

C Nothing in this policy shall abrogate or waive the privileges and immunities of volunteer Officers or Directors of the Association in performing functions for the Association.

6. **EFFECTIVE DATE.** This Policy shall become effective on April 22, 2024.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Carol Primdahl, Secretary

This Policy was adopted by the Board of Directors at a regular meeting held on April 22, 2024, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Exhibit 6
Rules and Regulations of
Park River West Condominium Association, Inc.

As adopted and approved by the Board of Directors at meetings held
November 14, 2019, November 16, 2020, and as further amended at the meeting held April 22, 2024

The occupation and use of the General Common Elements and Limited Common Elements of Park River West Condominium Association, Inc (PRW) is governed by rules set out in the Declaration, Bylaws, Policies and Rules adopted by the Association through its Board of Directors. Authority rests in the Board to adopt Rules, as well as policies and procedures necessary to enforce the Rules, the Declaration, and the Bylaws. The Condominium Declaration filed May 21, 2002 is referred to as both the Declaration and Declarations in this document, dependent on context.

This is a compilation of the rules contained in the Declaration, the Bylaws, the Policies and Procedures, and Rules and Regulations adopted from time to time by the Board. Please check the PRW website <https://parkriverwest.com> for updates and special notices. Section 3 and Section 8 of the Declaration invests the Board with authority to make rules and regulations governing all Common Elements, both General and Limited.

A. Rules Embedded in the Declaration

1. Declaration Section 3 states that the driveway bib of each Unit is a Limited Common Element and the occupation and use is reserved for the use of the owner of that Unit. Please note that the bib will accommodate only two normal vehicles at most and that vehicles may not extend onto the driveway or block the bib access of any adjoining Unit.

2. Declaration Section 11, C, D and E requires Unit owners to keep the area adjoining their Unit clean, tidy and in good repair. Unit owners cannot change the outside appearance of the Unit without Board approval. The Board has granted blanket approval for some listed changes which appear in detail in a separate section of this document.

3. Declaration Section 17 Rules (verbatim):

A. All condominium Units are restricted to one single-family residential dwelling occupancy and use only. For this purpose, "single family" shall mean persons related by blood, marriage, or adoption and not exceeding six persons.

B. Units may be rented or leased. No on-site rental management company shall be allowed anywhere on the condominium property including within any Unit. It shall be the responsibility of the Unit owners for making certain that tenants are acquainted with the Condominium Declaration, Condominium Map, Condominium Bylaws and any rules and regulations adopted by the Board of Directors.

C. No animals, birds, reptiles, livestock or poultry or kind or nature whatsoever shall be kept in any Unit or upon the Condominium property; except two household pets per Unit; provided however such household pets shall not be bred, kept, or raised for any commercial purposes, and shall be kept within the Unit or on a leash when outside a Unit. No dog or pet runs or enclosures shall be allowed, including but not in limitation, none shall be allowed on any deck or patio. Pet owners shall clean up after their pets when the pet is upon the common elements, and the Board of Directors may impose reasonable fines relative thereto pursuant to the Act, after notice and an opportunity to be heard.

D. No trash, rubbish, equipment or material of any nature shall be stored on the outside of any Unit.

E. No deck or patio may be enlarged or changed in any manner without the consent of the Board of Directors. Hottubs may be kept only on the first floor level patio or deck of a Unit.

F. No antenna of any nature whatsoever shall be placed or kept upon the exterior of any Unit or building. Twenty-four inch in diameter satellite dishes may be placed upon the exterior of a Unit after the size and location thereof are first approved by the Board of Directors. Such satellite dishes shall be painted the same color as the building.

G. No trailer of any type, including but not in limitation, camper-trailer, horse-trailer or utility trailer, camper-shell; boat; motorhome; or any type of recreational vehicle, shall be kept any place upon the condominium property unless the same is kept in an enclosed garage. No more than two motor vehicles (cars or pick-up trucks ¾ ton or smaller) shall be kept by any Unit owner outside of the Unit garage. No inoperative or unlicensed motor vehicles shall be permitted to remain upon condominium property, unless the same is kept within a garage.

H. No signs shall be located upon any of the condominium property with the exception of one sign advertising the property for sale by the owners or by a realtor, so long as any such sign does not exceed four square feet in size and is attached to the Unit. Provided, however, the Declarant may erect a condominium development identification sign on the condominium property.

I. The Board of Directors may adopt reasonable, uniform rules and regulations concerning noise and nuisance control.

J. No exterior lighting, including methods of illumination and type of and design of light poles or standards, shall be permitted unless approved, in advance, by the Board of Directors, except low illumination porch and doorlights. All lights shall be down-cast. Special seasonal lights and decorations shall be removed within thirty days subsequent to the holiday. The Board of Directors may adopt rules and regulations concerning seasonal lights and decorations.

K. Garages may not be converted into living or storage areas. Garages shall be kept available for the parking of vehicles therein.

L. No fence or barrier of any kind shall be constructed upon the condominium property, without the prior approval of the Board of Directors. Provided, however, Declarant may install a perimeter fence around the condominium complex which shall leave openings for wildlife migration. In no event shall any chain-link, wire or metal fences be used or allowed.

M. There shall be no clotheslines or the hanging of clothes outside of a Unit.

N. No vehicle, trailer or boat, or any type shall be parked on the public street or on a common driveway within the condominium complex, except for construction vehicles while a condominium Unit or condominium building is being constructed.

O. All window coverings shall be a white or off-white color, as viewed from the exterior of a Unit.

P. No playhouses, playgrounds or greenhouses shall be constructed or placed upon any of the condominium property.

Q. No home occupations will be allowed which bring customers to the property or employ persons not part of the family residing in the Unit, nor which are in violation of the Estes Valley Development Code or the Town of Estes Park ordinances.

R. No Unit owner shall permit any use of his Unit or make use of the common elements which would increase the cost of or invalidate the Association's insurance coverages.

S. Unit owners shall keep their thermostat set no lower than fifty degrees.

T. No activities shall be conducted within any Unit or upon the condominium property which are or might be unsafe or hazardous to any person or property. No hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

B. Rules Governing Occupancy

1. The Declaration limits occupancy to a single family of six persons who are all related by blood, marriage or adoption. The Board has granted a blanket variance to all Units to allow up to 6 adult persons (persons 12 years or older) plus 2 children under 12. No blanket variance has been granted for non-family occupancy.

C. Rules Governing Unit Rentals

The full rental policy including fees and enforcement provisions as adopted can be found in Appendix 2.

I. Reporting

A. Information to be provided to the Association. On or before March 1, 2025, and on each anniversary thereafter, each Unit owner renting shall provide to the Association the following documentation:

- 1) Copy of the current Town of Estes Park (ToEP) License to operate the Unit as a Short-Term Rental Property (STRP) vacation home.
- 2) A signed Association Rental Compliance Form signed by the Unit owner (as sole proprietor, trustee, or Officer of an LLC or corporation) and the local representative, if the Unit is a Short-Term Rental Property, or property manager or agent for long term rentals. The Form shall be drafted and produced by the Association, provided to Unit owners, and shall apply to both short and long-term rental Units. The Form and attachments may be signed in counterparts by the owner and the representative or agent and submitted in pdf format via email to the Association.
- 3) Copy of Rental Agreement form that will be used. Applies to both short- and long-term rental Units.
- 4) Proof of Insurance in ACORD form, or an equivalent, indicating Commercial General Liability rental coverage of at least \$1,000,000 per occurrence. Applies to both short- and long-term rental Units.

The Unit Owner must notify the Association of any change of the Local Representative or Property Manager or Agent, together with updated contact information and a new Rental Compliance Form before the new Local Representative, Manager or Agent starts management services. See the full rental policy for details.

B. Content of Rental Agreements. A written rental agreement is required which shall include at a minimum Tenant confirmation that they have read and agree to comply with sections of the Declaration and Association rules pertaining to Declaration Section 17, Occupancy, Unit Rentals, Parking and Safety (particularly the grill policy), Noise and Nuisance Control, and Short-Term Rentals, which may be either incorporated in the rental agreement or attached to it. Further, the rental agreement must address maintenance of quiet enjoyment by other Association Unit owners, that no pets are allowed short term, and proper use of facilities.

C. Estes Valley Resident Agent available 24/7 to Association. The Local Representative or Agent named in the Town of Estes Park STRP license shall be continuously available and contractually able to act on behalf of the owner to immediately solve problems with the tenant or the Unit without owner involvement. The Town of Estes Park Short-Term Rental Ordinance requires that the Local Representative respond within 30 minutes, which is also adopted as a policy of the Association.

II. In Unit List of Rules

The Association has adopted a list of rules which shall be posted in each Short-Term rental Unit:

1. Units may not be rented to anyone younger than 25 years of age.
2. Event rentals are prohibited. Event rentals are defined as the rental of a Unit to one or more persons for planned gatherings of related or unrelated persons for the purpose of celebrating special events such as, but not limited to, weddings, reunions, bachelor and/or bachelorette parties, and business retreats. Rentals are restricted to rentals to family gatherings so as to comply with the Declaration rules concerning occupancy, and in keeping in character of PRW as a residential community.
3. Renters must observe the 10:00 PM PRW quiet time. (See Rule E.3 for details)
4. Short Term Renters may not bring pets into PRW.
5. Trash is to be placed in approved containers at the end of the driveway on the day of collection. No other trash, rubbish, equipment, or material of any nature shall be left outside of any Unit.

6. Guest parking is restricted to the garage (2 vehicles) and the driveway bib in front of the garage door (2 vehicles). No more than 4 total vehicles in any configuration.
7. No trailer, boat or RV of any type is allowed on the PRW property unless it is parked in the garage. It may not be parked in the driveway or on the public street. (emphasis added)
8. No activities shall be conducted within any Unit or upon PRW property which are unlawful or may be unsafe or hazardous to any person or property.
9. No open fires are allowed at PRW. This includes limited common elements, decks and patios. By way of example and not limitation, no charcoal barbecues, propane or wood fire pits, chiminea outdoor fireplaces, tiki torches, bug repellent/citronella candles are permitted on decks, patios, or in any open areas. Gas and electric grills conforming to the separate PRW rule are permitted (See Rule D.4.)
10. If found in violation of these rules by a PRW Board member, the Unit owner, or the Unit management company, the renters may be required to vacate the property and will be subject to the penalties contained in their rental agreement.

III. Additional Rules Governing All Rental Units

1. Neither the owner nor any agent or advertising may state that a Unit “sleeps 8”. Such advertising creates the erroneous perception that 8 adults may occupy the Unit and the potential for tenant violation of the Declaration, together with the necessity of the Association to investigate and the potential of conflict if the tenant is in violation and persons must therefore vacate the Unit.
2. The entire garage must be available for renter parking.
3. A short-term rental owner must mail notice of the rental agent’s name and phone number to all other owners within 100’ of their Unit annually, as required by Town of Estes Park. This is a town requirement and is a rule of the Association because PRW requires compliance with all Town Short-Term rental ordinance rules.
4. All rental Units shall have a sign posted on the deck that the grill must be located as far away from the structure as the deck will permit and not closer than 2 ft. from the deck railing when in use; and recite “Do Not Leave Unattended”.

D. Rules Governing Parking and Safety

1. Fire Lanes. All Driveways within PRW are declared to be Fire Lanes. Parking is prohibited on all Driveways within PRW by Declaration 17N. The Association may post signage giving notice that parking is not permitted, but the lack of signage shall not abrogate this rule.
2. Permitted Vehicles. The Declaration limits parking outside a Unit to two motor vehicles, defined as “cars or pick-up trucks ¾ ton or smaller”. Pickups using the industry designation of 250 or 2500 class or smaller qualify as ¾ ton for Association enforcement purposes. Trucks which have dual wheel rear axles by definition exceed ¾ ton capacity and are not permitted. Vehicles which when parked on a Unit bib encroach on the driveway violate the Declaration in all instances without regard to class and are prohibited.
3. No Parking on Park River Place. Unit owners and their guests and tenants are reminded that they may not park any vehicle, trailer, or boat on Park River Place or the driveways notwithstanding the public nature of the street because it is prohibited by the Declaration 17 N. The Board issues a variance from this rule from time to time to accommodate maintenance of the driveways.
4. Grill Rules. PRW permits the use of gas and electric grills only on the decks and patios. No open burning, smokers, or charcoal grills are permitted anywhere within Park River West. When in use, grills should be located as far away from the structure as the decks will permit and not closer than 2 feet from the deck railing when in use. Owners are reminded that any damage from heat or flame from the grill, no matter where located, is the Unit Owner responsibility. Grills with more than 2 burners or multiple accessories create a special risk of heat and flame damage. Unit owners

should be aware of the heat that can be generated from all grills, but especially large ones. We encourage all Unit owners to be familiar with their grill owner's manual and operate the grills as instructed. Grills must be regularly cleaned and maintained. Grills must not be left unattended when in use. A grill fire can be catastrophic because our Units are connected and close to each other. As a fire prevention measure each Unit must have an ABC type extinguisher within easy reach of the grill.

5. Motorhomes. The Board has issued a variance to Declaration 17 G so as to permit the loading and unloading of certain motorhomes by Unit Owners only. The variance does not apply to owner non-equity officers, nor to owner agents, family, guests, tenants and invitees. The motorhome may not exceed 24', must be parked on the Unit bib only, not encroach on the driveway, and may be parked for no longer than 16 hours when loading or unloading. No occupancy of the motor home is permitted during this interval.

E. Rules Governing Noise and Nuisance Control

1. Pets must be on a leash and attended when outside the Unit. Owners must pick up after their pet immediately and dispose of any waste properly. No leash, cable, wire, runner or other device shall be attached to the Unit or anchored in any manner to the General Common Elements. Pets may not be left unattended on the decks.

2. Trash is to be placed in approved containers at the end of the driveway on the day of collection. No other trash, rubbish, equipment, or material of any nature shall be left outside of any Unit.

3. Quiet Time" shall be from 10:00 P.M. until 8:00 A.M. every day, during which time no person shall conduct an activity inside or outside a Unit which is audible within any other Unit or shall disturb the quiet or peace of any other Unit. Occupancy of hot tubs and spas during Quiet Time is prohibited. Other behavior and activities expressly prohibited during Quiet Time are, but not limited to: conversation or music inside or outside a Unit audible inside any other Unit, deck and patio parties, operation of a noisy vehicle or mechanical device.

4. Event rentals are prohibited. See the rental rules for definitions. PRW prohibits the use of Limited Common Elements by persons other than Unit owners, their direct guests, and direct tenants. No tenant shall invite or permit more persons than are permitted by the occupancy Declaration to enter or occupy the General Common Elements or Limited Common Elements on any part of Park River West. This rule is adopted because parking space is limited, crowding creates noise and nuisance for adjoining Unit owners, and it is not possible for Unit owners to control the actions of guests of short-term tenants or discern their identity and activity within the Association to enforce the Declarations or rules.

5. No bird feeder, birdhouse, or device calculated to attract wildlife shall be placed upon the general common elements. Nor shall any person place anything upon the limited or general common elements that attracts wildlife, especially bears. No decorations, decorative lighting, signage or art may be placed upon the general common elements.

6. No pets are permitted to short-term renters.

F. Permitted Alterations and Repairs

The Board has granted written consent to many common Unit owner repairs and improvements so as to alleviate inadvertent technical violations of the Declaration when Board approval would customarily be granted in any case. If the Unit alteration does not conform to this Consent, please contact the Board before proceeding so as to avoid the expense of removal and restoration. The full alterations policy as adopted can be found in Appendix 2.

I. Written Consent To Owners

Unit owners in the natural course of occupancy repair and decorate the limited common elements. The Board has determined that it is onerous and unreasonable to request permission in advance of some changes to limited common elements. Thus, this document is blanket consent for the following repairs and changes. Unit owners may rely on this consent in lieu of individual permission:

1. Interior Remodels and Repairs. Unit Owners may change the interior appearance of walls, drywall, sheetrock, floor coverings (including carpet, tile and wood), electrical and plumbing fixtures. Excepted from this consent is the removal or alteration of any structural element, bearing wall, floor, subfloor, or common wall between Units.

2. Mechanical Systems. Unit Owners may repair, replace, and alter the electrical system, gas service, water heater, drains and plumbing, furnace, and gas fireplace. Duct work associated with heating and cooling may also be repaired or replaced by the Owner. Fireplaces may not be converted to wood burning. Blanket consent to installation of air conditioning is granted, together with permission to install a pad and exterior compressor on the General Common Area adjacent to the Unit. The materials used shall be of the same or better quality as now exists, and the work shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

3. Windows and Doors. The interior appearance of windows and doors may be altered. The exterior appearance of doors and windows are excepted from this consent. Window glass when broken shall be immediately repaired and replaced with like kind glass; but no frosted or tinted glass shall be used if the exterior appearance of the Unit will be altered. Plexiglass or other similar translucent material is not “like kind” and is not permitted. Garage doors are covered by this consent and shall be replaced or repaired when buckled. Replacement and repair of doors and windows, including any frames and sills, shall be of the same or better quality as now exists; shall not alter the exterior appearance of the Unit; and, shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

4. Storm Doors. Storm doors may be installed so long as the frame color matches the existing building or Unit trim color, with antique hardware matching the front door and a full frame window. Brass door hardware is not allowed per Declarations section 11(C) and section 11(D). After the installation, it is necessary to schedule the Association painting contractor to touch-up around the door. Owners are not allowed to paint the exterior of the building, so as to ensure matching paint and quality. This is to ensure a homogenous exterior appearance. Anderson storm doors have been found to meet these requirements.

5. Radon Mitigation. The interior and exterior common limited elements may be altered by Unit Owners electing to install radon mitigation systems. Alterations to the siding and roofing shall require a water tight seal and ensure the structural integrity of the Unit. Painting of exterior radon vents shall be done by the Association. The radon remediation work shall be performed by a qualified person duly licensed by the Town of Estes Park.

6. Decks and Patios. Consent is granted to install a gate on decks and patios so long as (a) the gate shall be architecturally consistent with the existing deck or patio; (b) the materials used shall be of the same or better quality as now exists; and (c) the work shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

7. Security Systems and Cameras. It is the policy of PRW to address the legitimate security desires and privacy concerns of Unit owners, while ensuring the uniform, unadorned, and homogeneous aesthetics of the community. In order to balance these interests, the Board has adopted this blanket consent governing the installation of security cameras on the exterior of the Units.

Consent is granted to install an exterior security system monitoring the exterior of a Unit so long as the following conditions are met:

- (a) Up to three cameras per Unit. Permitted cameras are limited to those located in the immediate vicinity of a Unit entrance, garage door and deck. Ring type cameras in the doorbell and any cameras located inside the Unit do not count toward the total.
- (b) A camera may only surveil limited common elements associated with the Unit. That is, the decks, patios, drive bib, and entry doors belonging to that Unit.
- (c) A camera may only be located in the door bell, on the porch, on soffits and fascia (not the faux rock façade) above the garage, and on the soffits and siding abutting the decks and patios. No camera shall be located on the second story of a Unit (except the Twin Sisters Units) or the third story of a Unit.
- (d) The camera(s) and the system(s) shall be wireless or wired to the Unit with a water tight seal to ensure the structural integrity of the Unit;
- (e) A camera may not interfere with or be wired into gutters and drains, but may be wired through garage doors and its framing, patio door framing, and window framing so long as the seal is water tight, the wire is unobtrusive, the wire is inserted in structural joints and framing, and no excess or coiled wire remains after the installation.
- (f) No solar panel, extension cord, or other exterior power source feeding the security system may be attached to the Unit;
- (g) A camera may not include a light fixture, security light or spot light. The exterior security system and its components must comply with the Town of Estes Park Dark Sky Ordinance, and any other applicable law.

Excepted from this consent are:

- (a) the installation of a motion detector or sensor anywhere except on the front porch of the Unit, and
- (b) removal or alteration of any structural element, roofing, siding, soffit, fascia, or common wall of a Unit or any adjoining Unit.

By installation of a security system/camera(s) the owner acknowledges: (a) All maintenance of the structure and appearance of the exterior camera/security system is the responsibility of the owner; (b) Any damage to the Unit caused by drilling or attaching a camera, sensor, or other portion of a security system is at the risk and cost of the Unit owner; (c) That neither the Association nor its contractors/agents shall be responsible for any damage to the security system/camera occasioned by painting, maintenance, repairs or alterations to the exterior of the Unit.

Units with existing non-conforming systems are granted until August 1, 2024 to make necessary alterations. If an owner wishes to install a camera or security device other than as addressed in the consent, please ask the Board in advance of purchase and installation.

II. Conditional Consent And Approvals

The following items are permitted subject to design submission by the Unit Owner, written acknowledgment of responsibility by the Unit Owner, and approval by the Board:

1. Awnings. Awnings are approved for use only on decks. The approved model is “The Eclipse” retractable awning, available from Peterson Canvas and Awning, 1422 Webster Avenue, Fort Collins CO 80524; see www.petersoncanvas.com and www.eclipseawnings.com. Although the above model is approved, the design

proposal must still be submitted to the Board, including style and color. The color should match the body or trim of the Unit. A solid color is preferred but a suitable stripe that matches both colors can be considered. If approved, it must be agreed that any damage to the building resulting in repair caused by the awning, including but not limited to improper installation and use, will be the responsibility of the owners. The potential for wind damage must be considered, along with the need for durability in our mountain environment; experience so far suggests that manual operation is preferable. All maintenance of structure and appearance of the awning is the responsibility of the owner.

2. **Window Coverings.** A blanket variance is granted to all Units to allow window coverings of light earth-tone colors and woven wood blinds, in addition to white and off-white colors, but subject to Board approval. Prior to installation a sample or photo of the requested window covering diverging from the “White or Off White” standard must be submitted to and approved by the Board. Approval of the Board may be rendered by electronic agreement of the members and without a formal meeting. Installations of earth-tone and woven wood blinds completed before adoption of this variance shall be assessed and approved or disapproved by the Board without Unit owner submission but with due regard for the terms of this variance, and the Unit owner given notice of the Board action.

G. Deck Repairs.

The deck for each Unit in the Association is a limited common element. The area over the garage on Units 635, 637, 639, 641, 643 and 645 is a deck, accessed and controlled solely through the living space of each Unit, and designated as a deck on the architectural floor plan for those Units.

The deck repair policy originally adopted in 2017 has been amended and ratified by the Membership in 2022 and 2023. The current policy is effective on February 20, 2023 and was adopted and ratified by the Members at the 2023 Annual Meeting. Please check the website for updates. The policy is:

1. **Unit Owners are Responsible for Deck Repairs.** Under the Condominium Declaration for Park River West Condominiums, (“Declaration”) at Sections 3 and 11B to which PRW must comply, deck repairs are the responsibility of Owners and under the Declaration at Sections 1N and 3 Board Rules and Regulations adopted by the Board must be administered in a uniform and non-discriminatory manner.
2. **Architectural Control Over Deck Repairs.** Under the Declaration at Section 11E, the Board serves as the Architectural Control Committee for PRW and any decision it makes in that regard is final. It is the goal of the Architectural Control Committee to assure that decks are maintained consistently throughout PRW in terms of appearance, materials, and size.
3. **Process of Making Deck Repairs.** Under the Condominium Declaration at Section 11C., Unit Owners are expected to regularly inspect their decks to assure that they are safe, in good repair, and well-maintained. In the event the Board becomes aware that a deck is in need of repairs, it will so notify the Unit Owner. Thereafter, the following process will be followed:
 - a. Within a reasonable time after discovering or receiving notice that a deck is need of repairs, not to exceed ninety (90) days, Unit Owners will contract a licensed, bonded and insured contractor to make deck repairs so that the decks are safe, in good repair and well-maintained.
 - b. Contracts between a licensed, bonded and insured contractor and the Unit Owner are exclusively between them and PRW is not a party to those contracts.

- c. Obtaining any licenses or certificates from the City of Estes Park authorizing and repairing decks shall be between the Unit Owner and contractor.
- d. Prior to starting work on the deck, the Unit Owner will provide the Board with plans for the repairs and, the Board, acting as the Architectural Control Committee, shall review them for approval at its next regularly scheduled meeting after receiving the plans so that decks are consistent with other units with the condominium complex in appearance, materials and size. The Board will notify the Unit Owner of any corrections it requires and/or its approval.
- e. Upon Board approval and consistent with its recommendations, work may begin on the deck repairs.
- f. The responsibility for paying the Contractor and keeping the Unit free of liens and encumbrances is exclusively on the Unit Owner.

4. **PRW Reimbursement Pays for One Deck Repair Per Unit.** Under previous Board policy adopted August 17, 2022, PRW authorized limited payment for one deck repair per Unit. Through the first twenty-nine Units repaired the average cost to PRW was \$2,390 per unit. Decks having received their one deck repair are not eligible for reimbursement under this policy.

5. **Scope of PRW Reimbursed Deck Repair.** The one-time reimbursement by PRW is limited to up to \$2,500 per Unit and to repairing or replacing lateral joist deterioration and weather stripping on the top of joists caused by original construction not having strip weatherproofing on the top of lateral joists and/or lateral joists being constructed with non-treated wood. It does not cover the full costs of deck repairs.

6. **Process for Determining Reimbursement Amount.** Following completion of the deck repairs, the Contractor will provide PRW with a written estimate of the total costs of the deck repairs attributable to repairing or replacing rotted later joints and putting weatherproofing on the top of deck joists. If the Board disputes the amount of these estimated costs, it may obtain a second opinion from another contractor and, thereafter, the Board will make payment based on its determination of what the reimbursement should be between the two estimates and in no case more than \$2,500. Board decisions on the amount of reimbursement are final.

7. **Limited Deck Repairs are a Reasonable Common Expense.** The Board has determined that contributing to limited deck repairs is a reasonable common expense based on prior actions, the history of poor deck construction across all Units, and the history of partially contributing one PRW will budget \$15,000 per year as a capital expense in its Reserve Fund, for up to six deck repairs per year. In its discretion, the Board may carry forward for use in future years any amounts budgeted but unspent when less than six deck repair reimbursements were paid per year in prior years.

8. **Annual Budget for Deck Repairs.** Each budget year, not to exceed \$2,500.00 per unit will be reimbursed to Unit Owners for strip weatherproofing on top of joists and lateral joist replacement, who complete Board approved deck repairs and who have not previously had a one-time repair under earlier policy. Any other repairs or replacements to decks of any kind, other than strip weatherproofing on the top of joists and lateral joist replacement, are the expense of the Owner.

9. **Determining Priority for Reimbursement for Deck Repairs.** Priority will be annually based on a first come first served basis, limited to the amount annually reserved for deck repairs each year. Any amounts reserved each year for the explicit purpose of deck repairs, that are unspent, will be carried forward for reimbursements in following years. The Board may, in its discretion, use such carried-over funds, for limited reimbursement under this policy, to a Unit for deck repairs which has not previously had deck repairs reimbursed or paid by PRW.

10. **Further Responsibility After One-Time Reimbursement.** Any Unit receiving the Deck Repair reimbursement from the Association shall thereafter be solely responsible for deck repairs and PRW shall have no further responsibilities for deck repairs to that Unit, as stated in the Declarations.
11. **Safety Emergencies.** Nothing here shall prevent the Board in an emergency for safety reasons, as decided exclusively by the Board, from providing the one-time reimbursement not to exceed \$2,500, as adjusted, for weatherproofing and lateral joist replacement, out of reserves to a Unit, that has not previously had a deck repair paid by PRW. Any such emergency payment will satisfy the Association's one-time obligation to that Unit hereunder.
12. **Owner Neglect and Malfeasance.** Pursuant to the Declaration, Section 11C, if a Unit Owner fails to maintain the limited common elements appurtenant to his Unit or keep the same clean, after thirty days advance written notice of its intent so to do, the Board of Directors may do so and assess the expense therefor against the Unit owner. Any such unpaid assessment may become a lien and be collected as a common expense assessment.

Appendix One - Statutory Policies and Procedures

Park River West Condominium Association, Inc. Policy for Governance Matters Under The Colorado Common Interest Ownership Act

Adopted 7 July 2019, amended November 16, 2020, amended April 22, 2024

The following policies and procedures (“Policy”) governing matters required by the Colorado Common Interest Ownership Act have been adopted as amended from time to time pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

A. Statutes Superior To All. The provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Sunset Provisions Nullified. These Miscellaneous Policies abrogate any prior temporary policy governing the subject and nullify any automatic termination date recited in the prior Temporary Policy.

2. MISCELLANEOUS POLICIES

A. Inspection and Copy of Records. Inspection and copying of Association records by Unit Owners shall be governed by the provisions of the Colorado Non-profit Corporation Act and the Declaration. In particular, the provisions of 38-33.3-317 are adopted and pursuant to subsection (2) Unit Owners are required to submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents and the examination and copying times are limited to normal business hours. Production, examination and copying shall take place at the registered office of the Association.

B. Procedures for addressing disputes arising between the Association and Unit Owners. The provisions of Declaration Sections 25 and 26 together with any applicable provision in the Bylaws shall govern disputes between the Association and Unit Owners, EXCEPT in instances of when the Collection of Assessment Policy or the Policy for Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines would be applicable.

C. Amendment of Policies, Procedures and Rules. The Colorado Nonprofit Corporation Act and the Colorado Common Interest Ownership Act grant plenary authority to the Board to adopt and amend the Policies, Procedures and Rules of the Association. Declaration Sections 3 and 8 invest the Board with express rule making powers for the use of general and limited common elements. In particular, Bylaws Article 6 sections 6.5.1 and 6.5.7 grants general rule making authority to the Board in addition to those granted by statute or the Declaration. The Board retains that authority, including the right to amend or vary the Policies, Procedures and Rules of the Association unless abrogated by act of the Membership or by statutory change.

D. Notice of Rules. The Minute Book of the Association kept by the Secretary of the Association will contain all the currently adopted Association Rules and the Association Rules will also be posted on the Association’s website, if there is one.

Park River West Condominium Association, Inc.

By: _____

Stewart Squires, President

Attest: _____

Carol Primdahl, Secretary

This Policy for Governance Matters Under The Colorado Common Interest Ownership Act was adopted by the Board of Directors at a regular meeting held on the 7th day of July, 2019, effective the 7th day of July, 2019, amended 16 November 2020 and effective 16 November 2020, amended April 22, 2024 and effective April 22, 2024 and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Park River West Condominium Association, Inc.
Reserves and Reserve Study Policy Under The
Colorado Common Interest Ownership Act
Adopted 9 February 2019, As Amended June 13, 2022, And ratified
by the Membership August 20, 2022

The following policies and procedures (“Policy”) governing Reserves and A Reserve Study have been adopted by the Park River West Condominium Association, Inc. (“Association”) at a meeting of the Board of Directors.

1. GENERAL

- a. Statutes Superior to All. The provisions of the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act (“CCIOA”), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. Unless otherwise provided by law, this Policy is subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.
- b. Submission to Membership. This policy shall be submitted to the Members of the Association at the 2022 Annual Meeting of the Members for ratification or amendment, as they shall deem appropriate. Pending submission or in the absence of action by the Membership, this policy as stated shall govern.

2. DEFINITIONS.

- a. “Reserve Funds or Reserves” The term “Reserve Funds” as used in this policy shall mean actual or projected money at a particular point in time that the association has identified for use to defray the costs of current or anticipated maintenance, repair, or replacement of major shared components. Reserve fund contributions are identified in the association’s annual budget adopted pursuant to C.R.S. §38-33-3303(4).
- b. “Adequate Reserve Funds” means money, in excess of association operating expenses in any fiscal year, specifically dedicated for the maintenance, repair, or replacement of property that the association must maintain, repair, or replace and that has reached the end of estimated useful life based on the most recent Reserve Study, without the need for borrowing or special assessment.”
- c. “Reserve Study” means a budget planning methodology that identifies major shared components; evaluates the current status of Reserve Funds; and provides a stable and equitable funding plan for maintaining one or more Reserve Funds. Each Reserve Study shall consist of two parts: (1) the physical analysis of major shared components and (2) the financial analysis of Reserve Funds. The Reserve Study shall be conducted by an independent and qualified organization experienced in conducting such studies in mountain communities in the State of Colorado and which otherwise meets any requirements of it imposed by law.
- d. “Emergent Life Circumstances” means an immediate danger to the structural integrity of the common elements that is likely to impact the life, health, safety, or property of the unit owners or residents. Generally, all items categorized as Major Shared Components will be subject to Emergent Life Circumstance treatment.

3. PROPERTY COVERED BY RESERVES: The Association has determined that the following repairs and replacements are “Major Shared Components” and shall be covered by Reserve Funds:

- (a) Replacing siding with concrete siding, front entry steps, and permanent fencing along the south and north boundaries of Association property
- (b) Roofs

- (c) Guttering and downspouts
- (d) Asphalt replacement
- (e) Tree and plant removal and/or replacement
- (f) River Path Maintenance
- (g) Pursuant to established policy of the Board of Directors of the Association deck repairs and replacement of up to \$2,500, adjusted annually by the percentage of increases in dues, for up to six (6) per year for those properties that have not already had a deck repair paid by the association prior to the effective date of the Revised Deck Policy on April 19, 2022.

As a matter of general policy repairs and replacements to the above-described types of repairs that are expected to last longer than 5 years are considered to be capital expenses included in property covered by reserves. Annual painting of units and asphalt crack-sealing and coating shall be included in annual operating expenses and not covered by Reserves, since they are done to protect property and prolong useful life.

4. **FREQUENCY OF RESERVE STUDIES.** The Association shall have a Full Reserve Study conducted at least every five years. A copy of the final version of any Reserve Studies conducted by the Association will be electronically provided to record owners of Units within the Association within thirty days of its completion.

Full Reserve Studies, conducted every five years, must include the following:

- a. A component inventory of major shared components;
- b. A condition assessment of components based upon on-site visual observations;
- c. Life and replacement valuation estimates of major shared components;
- d. An evaluation of the current status of Reserve Funds;
- e. A plan for maintaining one or more Reserve Funds.

Interim Reserve Studies, conducted less than every five years, must include the following:

- a. Life and replacement valuation estimates of major shared components;
- b. An evaluation of the current status of Reserve Funds;
- c. A plan for maintaining one or more Reserve Funds.

The Association was formed on July 25, 2001. The Association completed its first Reserve Study in March 2022.

5. **ANNUAL BUDGETING.** The Association's Annual Budget must include the following:
 - a. The estimated revenues and operating expenses of the Association;
 - b. Information as to whether the budget has been prepared on a cash or tax basis of accounting;
 - c. The total Reserve Funds of the Association as of the date of the preparation of the budget;
 - d. The estimated Reserve Funds the Association will require for major share components in the budgeted fiscal year based on the most recent Reserve Study or Reserve Study update;
 - e. A general explanation of how the estimated Reserve Funds are computed;
 - f. The amount the Association will need to collect for the fiscal year to fund estimated Reserve Funds pursuant to the most recent Reserve Study or update and the estimated contribution to the Reserve Funds in the budgeted fiscal year; and
 - g. Notification from the Board of Directors to the Unit Owners of the method by which additional funding will be obtained if the Board of Directors is not fully funding the Reserve Funds with common expense assessments.
6. **FUNDING RESERVES.** It is the policy of the Association to fully fund the Reserve Funds with common expense assessments. In accord with Declaration Section 9, the Membership shall adopt one or more resolutions providing for additions to reserves by annual dues or special assessment to provide Adequate Reserve Funds. The Membership acknowledges that it is in the Association's best interests to employ a Reserve funding plan, require contributions to Reserve Funds, and utilize any sources permitted by the

Declaration to provide Adequate Reserve Funds. Notwithstanding the provisions of Declaration Section 9 providing for Membership adoption of a budget and assessments, the Board is empowered to amend the annual budget without Membership approval and impose one or more special assessments, if necessary, to fund government-imposed requirements, or to address Emergent Life Circumstances.

7. EXPENDITURE OF RESERVE FUNDS. Reserve expenditures to address Emergent Life Circumstances are not subject to veto by Unit Owners. Any amounts budgeted but not spent in the reserve budget each year shall remain as Reserve Funds and not be expended for any other purposes.
8. ACCOUNTING AND INVESTMENT OF RESERVE FUNDS: Reserve Funds must be held in or more separate financial accounts apart from the Association's Operating Funds. By reason of C.R.S. §7-128-401(5) a director, regardless of title, shall not be deemed to be a trustee with respect to the Association/nonprofit corporation or with respect to any property held or administered by the nonprofit corporation including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property. With regard to the investment of Reserve Funds of the Association, the officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act and any applicable Declaration or Bylaw. Reserve Funds whether for specific purposes or in general shall be invested in short term or long-term investments in FDIC insured institutions or other investments guaranteed by the U.S. Government, including direct investment in US Treasury securities, directly, or through a government money market fund, investing exclusively in securities issued by the U.S. Government. While the Association will always seek a reasonable rate of return on the investment based on the current market, safety of principal and accessibility of monies without undesired penalties will always be primary considerations. The Board may not invest Association funds in any business, property or investment in which any officer or director (including and aggregated with the interests of any relative or affiliate thereof) holds any interest except where (i) where such investment is a share or interest in a company or fund traded on recognized national exchange and (ii) the interest of such officer or director (including and aggregated with the interests of any relative or affiliate thereof) is less than 1% of the total ownership in such business, property or investment.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____

John Mize, Secretary

This Reserves and Reserve Study Policy was adopted by the Board of Directors at the regular meeting of the Board held on the June 13, 2022, ratified by the Members at the annual meeting held August 20, 2022, and is effective June 13, 2022, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Park River West Condominium Association, Inc.
Policy for the Conduct of Meetings

Adopted 21 January 2018, amended 24 June, 2020, restated 16 November 2020

The following policies and procedures ("Policy") governing Conduct of Meetings have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

The following Policy and procedures have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors:

A. The terms and conditions set forth in the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. These policy provisions are subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. The Association conducts the following meetings:

Annual Meeting of the Association,
Special Meetings of the Association,
Regular and Special Meetings of the Board of Directors, and
Annual Board Meeting immediately following the Annual Association meeting

2. ATTENDANCE AND PARTICIPATION

For all Association meetings the attendance and participation policy for Unit Owners and Board Members is:

- (a) All Unit Owners, or their representative designated in writing (proxy), may attend any and all meetings;
- (b) All Unit Owners, or their representative designated in writing (proxy), may speak at any and all meetings for a specified time period as determined by the Board;
- (c) Board members may participate in any Board meeting, including voting rights, in person or by teleconference;
- (d) Local Rental Agents properly registered pursuant to Estes Valley Development Code Section 5.1.B(12) by a Unit Owner may participate in person or by teleconference as the Unit Owner representative at a Board Meeting;
- (e) Board members may ratify their previous actions taken by consensus outside of a meeting or voted upon by email at a subsequent meeting. Board members may ratify the acts of an Officer or Director taken on his/her own initiative or by consensus of the available Board outside of a meeting at a subsequent Board meeting.
- (f) Unit Owners may attend, participate, and vote at the Annual Meeting or any Special Meeting of the Association in person or by proxy. Unit Owner attendance by teleconference or video at an Association Meeting is permitted whenever the meeting is organized so that all persons participating in the meeting may hear each other during the meeting.
- (f) The Unit Owners may ratify acts of the Association Membership, the Board, an Officer or Director at any Annual or Special meeting of the members.

3. ANNUAL AND SPECIAL MEMBERSHIP MEETINGS

(a) Article III of the Bylaws, as it may be amended from time to time, governs the conduct of the Annual and Special Meetings of the Membership.

(b) Notice of Membership Meetings will not be physically posted on Park River West property because there is no protected and available space for the posting and exhibition of such notice on the General Common Area. Members will be given notice by mail and email (if the Member has provided a valid email address to the Secretary).

4. ANNUAL, REGULAR AND SPECIAL BOARD MEETINGS

(a) Article II Section 6 of the Bylaws, as it may be amended from time to time, governs the conduct of the Annual, Regular and Special Meetings of the Board.

(b) Notice of Board meetings may be given by any reasonable means to the Board Members. Participation by a Board Member in a meeting waives any objection to notice; and, the Board member's actual, electronic, or telephonic participation shall be effective for purposes of determination of a quorum.

(c) No notice of the Annual Meeting of the Board is necessary to any newly-elected Board member in order to legally constitute such meeting, provided a quorum is established.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Mindy Stephens, Secretary

This Meetings Policy was originally adopted by the Board of Directors at a regular meeting held on the 21st day of January, 2018, effective the 21st day of January, 2018, amended and effective at a regular meeting of the Board on 24 June 2020, and restated on 16 November 2020, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Park River West Condominium Association, Inc.
Policy for Enforcement of Declarations, Covenants and Rules,
including Notice and Hearing Procedures and the Schedule of Fines

Adopted 21 January 2018, as amended 16 November 2020, as amended August 21, 2022, as amended April 22, 2024

The following policies and procedures ("Policy") governing Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

A. Constitutions Superior To All. Subject to constitutional protections afforded the Association and constitutional limitations imposed upon the State of Colorado and its political subdivisions, the provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act ("CCIOA"), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended

The Association claims protection under the Contract Clause of the United States Constitution (Article I, Section 10) and the Contract Clause of the Constitution of the State of Colorado (Article II, Section 11). By adherence to any statutory provision the Association shall not be deemed to have waived constitutional protections or to have acquiesced in the application of law when applying and enforcing the terms of its Declaration and Bylaws when they conflict with such law and the law would be effective after the date of adoption of the Declaration.

This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Fairness. This Policy is adopted to ensure a fair and impartial fact-finding process concerning whether the alleged violation actually occurred and whether the Unit Owner should be held responsible for the violation. This process may be informal but shall, at a minimum, guarantee the Unit Owner notice and an opportunity to be heard before an impartial decision maker.

C. Impartiality. The Board acting as a whole shall be the statutory "impartial decision maker" with the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including its architectural requirements, and the other rules and regulations of the Association. The mere ownership interest of a Director in a Unit shall not constitute a direct personal or financial interest in the outcome. A Director shall not be deemed to have a direct personal or financial interest in the outcome if the Director will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. A Director with a greater benefit or detriment is obligated to disclose the impediment to the Board before any hearing, deliberation, or decision; and, the Director shall recuse his/herself forthwith from such proceedings.

D. Governing Instruments. The provisions of Declaration Sec. 13 and Bylaws Article II Section 9 give the authority to the Board to enforce all covenants, declarations, Bylaws and rules of the Association. Declaration Sec 13 authorizes the Association to collect damages, costs, and attorney fees incurred by the Association for violations of the Declarations, Covenants, Bylaws and Rules. Declaration Sec. 25 provides rules for notice to an Owner by the Board, and notice to the Board by an owner, as well the time for hearing and decision. The Section 25B hearing is called Mediation. Declaration Section 26 compels the Association and Unit Owners to employ Arbitration after the Section 25B Mediation in disputes between the Association and a Unit Owner. Section 27 sets out the schedule of fines and the procedure giving advance notice of intent to levy the fine and an opportunity to show cause and be heard prior to Board action. Interpretation and application of the foregoing provisions is reserved to the Board as a Policy of the Association and under the general rulemaking authority vested in the Board under Declaration Section 13 and Colorado Revised Nonprofit Corporation Act.

E. Vicarious Responsibility. All Unit Owners are liable and responsible for all acts of themselves, their officers, agents, family, guests, tenants and invitees. All violations of officers, agents, family, guests, tenants and invitees (hereinafter called vicarious person) are imputed to the Unit Owner; and, no defense of third-party responsibility shall be entertained in such instances.

F. Calculation of Violations. Each component or part of a Declaration or Rule is a separate rule, and the violation of which is a separate violation. Each occurrence of a violation is a separate violation. Violations occur as follows:

1. Non-Safety Violations Capable of Cure are deemed to be a separate occurrence if not cured within 30 days, and after two additional days a separate occurrence. A fine of no more than \$500 shall be imposed for any separate occurrence.
2. Safety and Health Violations Capable of Cure are deemed to be a separate occurrence if not cured within 72 hours, and every other day thereafter until the violation shall cease.
3. Safety and Health Violations Incapable of Cure are deemed to be a separate occurrence for each violation without regard to the days. For example, an owner cannot park in a fire lane and when required to cease move to another fire lane location without incurring a fine for both violations because each violation is complete and incurable when committed.

G. Per Se Violations of Public Health and Safety. The following are deemed to be public health and safety violations:

1. Violation of Law governing short-term rentals.
2. Violation of the Association Rental Rules section 2.C. by:
 - (a) failure to notify the Association of any change in the local representative, if the Unit is a Short-Term Rental Property, or
 - (b) failure to notify the Association of any change in property manager or agent for Long-Term rentals or
 - (c) for both Short-Term and Long-Term rentals, to provide a properly executed and timely Association Rental Compliance Form.
3. Violation of any law, rule, bylaw, declaration or policy governing grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short-term renter, or failure to maintain heat in a Unit,
4. Damage to the Common Elements.
5. Violation of any law, rule, bylaw, declaration or policy governing maintaining a nuisance, pets, maintaining the peace, noise infringing upon another Unit, and sanitation.

2. DUE PROCESS

A. Complaints. The Association recognizes that complaints arise in any number of contexts, and that the Board as a whole and individual Board member may receive complaints in writing, but most often verbally from Unit Owners or by a Board Member's own observation. Notice of a violation received orally or by observation shall be given the same treatment as one received in writing.

B. Informal Action. In compliance with the statutory policy dictated by C.R.S. 38-33.3-209.5(2) The Association policy is to deal with complaints as soon as practicable and in a respectful neighborly fashion without resort to punitive action. Upon initial receipt of a complaint by the Board as a whole or an individual Member, a Board Member may determine if a violation is occurring immediately. If such is the case, then the President or any other Board Member shall contact the Unit Owner or his/her Agent by any method to inform the Unit Owner of the violation and request that it cease. Such contact shall be deemed to be Notice under C.R.S. 38-33.3-209.5(2)(I). The terms of C.R.S. 38-33.3-209.5(2)(I) provides that the Association *may* provide notice in the manner set out in C.R.S. 38-33.3-209.5(1.7). The Association elects to forego such Notice, and in its place provide actual notice to the Unit Owner

and/or Agent. If the Unit Owner complies and there is no cost of repair, no further action will be taken, but the violation shall be noted so that it might be taken into account if there are repetitive violations.

C. Response to Noncompliance – Initial. If after an informal contact concerning the violation the Unit Owner (including the officer, agent, tenant, guest, or permissive occupant of an Owner) refuses to cease the violation or persists in the violation or repeats the violation, a Board member shall have the authority to take action to immediately rectify the violation where the violation impacts public health, safety, parking, access, noise, violation of law, occupation of Limited Common Element of another Owner, or protection of the General Common Elements. The expense of remediation of the violation shall be noted and submitted to the Board to institute formal action.

D. Right To Cure. In compliance with the provisions of C.R.S. 38-33.3-209.5(1.7)(b)(II) the following policies and procedures are adopted:

2. Non-Safety Violations Capable of Cure – In all cases where a violation can be ascribed to a condition created by the Unit Owner, not involving grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a Short-Term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, (e.g. installation of non-complying lighting) the Owner shall be given notice by Certified Mail – Return Receipt Requested that he/she must cure the violation within 30 days from the date of mailing the notice. The Association adopts a policy of automatically granting two consecutive 30-day periods to cure before legal action will commence. Any Board member may initiate such Notice. The Notice shall be in the form attached to this policy and made a part hereof by reference.
3. Safety and Health Violations Capable of Cure - In all cases where a violation can be ascribed to a condition created by the Unit Owner or vicarious person, not involving grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a Short-Term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, but otherwise impacting the Safety and Health without immediate danger or harm to the Association or any person, the Owner shall be given written notice that he/she must cure the violation within 72 hours or a fine may be incurred. Any Board member may initiate such Notice. Any writing shall be deemed written notice, including but not limited to e-mail, text message, and posting at the Unit. No particular form of Notice shall be required, but the Notice shall be sufficiently particular so that the Owner is informed what action is required to cure and a fine is possible if not cured.
4. Safety and Health Violations Incapable of Cure – Violations exist that are complete when committed, are incapable of cure, and may incur a fine. By way of example and not limitation, an open fire on limited or general common elements cannot be permitted to persist for 72 hours notification. Nor can a grill fire or heat damage to a Unit be rectified within 72 hours without consequence. Nor can a person impair emergency vehicle access to Units or park in a fire lane with a 72-hour grace period to move. In all cases where a violation can be ascribed to the Unit Owner or vicarious person involving grills, open fires, fire lanes, access by emergency vehicles, storage of flammable material, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a Short-Term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, the Owner or any occupier of the Unit shall be given notice that he/she must cease the violation immediately. Any Board member may initiate such Notice. Notice shall be by any means including verbal, phone, text, or email. No particular form of Notice shall be required, but the Notice shall be sufficiently particular so that the Owner or other occupier has notice to immediately cease the dangerous conduct, rectify the violation immediately, and that a fine may be imposed. A notice of Safety and Health Violations Incapable of Cure given to an Owner is deemed given to any occupier or vicarious person, and a notice given to an occupier or vicarious person is deemed given to the Owner.

D. Formal Action. In all cases where a violation persists after informal action or violations are repetitive or where remediation expense has been incurred to remedy a violation, or a fine may be imposed after a notice to cure, the matter shall be placed on the agenda of a meeting of the Board for consideration. If the Board determines that the collection of remediation expense is appropriate or a fine may be imposed for the violation, then a Hearing before the Board shall be held upon written notice to the Unit Owner in the method dictated by Declaration Sec 25B (hearing in no more than 30 days after notice, decision no more than 15 days after hearing) and containing the detail of the alleged violation and prospective fine, together with any other content required by Declaration Sec. 27. The Hearing shall be that provided for in Declaration Sec. 27 (Fines) and no second hearing under that provision shall take place. The Hearing is a meeting of the Board, and other business may be taken up before or after the Hearing. The Hearing shall be in open session unless the Owner shall request that the proceedings be conducted in executive session pursuant to C.R.S Section 38-33.3-308(4)(e).

E. Conduct of Hearing. The President of the Association or his/her designee shall act as the presiding officer at the Hearing. The President or his/her designee shall appoint one Board Member (Advocate Member) or a duly licensed Colorado attorney to present the case for a violation when there is no third-party advocate complaining, such as a complaining Unit Owner. The Board of Directors, including the President, acting as a whole deliberative body shall first hear the presentation of facts by the Advocate Member, Association Attorney, or third-party complainant. Then the alleged Unit Owner violator or his/her designee shall be entitled to present her case in opposition or mitigation. If an alleged violator Unit Owner shall fail to appear at the time and place of Hearing, he/she shall be deemed to have waived the right to present a case and the Hearing shall proceed in his/her absence. The President shall have authority to limit the time allotted to both the advocate for the complaint and the Unit Owner for their respective presentation, including time allotted to the Directors to pose questions to the parties. Each party shall be allotted time to present a rebuttal and final argument to the Board after the presentations shall be concluded.

F. Deliberations. Deliberations shall take place within 14 days after the Hearing is concluded. Any Board Member, including the Advocate Member if so appointed, may recuse himself or herself prior to deliberation if he or she feels that he/she cannot act as an impartial decider of fact even if he or she would not otherwise be disqualified by the terms of the CCIOA. The deliberations and the Decision shall take place in open session, except that the Board may go into executive session and outside the presence of witnesses or the alleged violator whenever permitted by the terms of C.R.S. Section 38-33.3-308(3) to (7) inclusive.

G. Decision. The Decision of the Board shall be in writing, made no more than 15 days after the close of the Hearing, and conveyed to the Unit Owner in the manner required by Declaration Sec. 25A. That is, by personal delivery or by regular US First Class Mail, postage prepaid to the Declaration Sec. 20A address provided by the Unit Owner. If no violation is found, then the Decision shall so state. If a violation is found to exist, then the Decision shall set forth the Declaration provision and/or Rule violated, the number of times the Unit Owner has previously been found to be in violation of the Declaration or Rules, the amount of any fine imposed, costs of remediation assessed, and attorney fees incurred and assessed.

H. Schedule of Fines. The Schedule of Fines set out in Declaration Sec. 27 governs, together with the authority of the Association in Declaration Sec 27 and Sec 13 to impose the costs and attorney fees upon a Unit Owner found to be in violation. Generally, a first offense fine is \$25; a second offense, \$50; and, a third offense \$150, plus costs and attorney fees. Declaration Sec 13 empowers the Association to collect the costs of remediation (damages) as well as costs and attorney fees for all violations.

ENFORCEMENT

A. No Violation. If the Decision is that no violation has occurred, no penalty or costs shall be imposed on a Unit Owner, whether the alleged violator or a complainer.

B. Violation. Where a violation has occurred, the Decision shall be sent to the Unit Owner/violator in the manner required by Declaration Sec. 25A. The Association is empowered to collect upon the Decision after non-payment 30 days from the date of the Decision, including the imposition of lien upon the offending Unit, but subject to Arbitration.

EFFECTIVE DATE

This amended Policy shall apply to all situations, conditions and violations requiring enforcement on and after April 22, 2024. Situations, conditions, and violations prior to that date are governed by the policy and procedures as amended and adopted August 10, 2022.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Carol Primdahl, Secretary

This Meetings Policy was adopted by the Board of Directors at a regular meeting held on the 21st day of January, 2018, effective the 21st day of January, 2018, amended 16 November 2020, effective 31 December 2020, amended 21 August, 2022, effective 10 August, 2022, amended 22 April 2024, effective 22 April 2024 and is attested to by the Secretary of Park River West Condominium Association, Inc.

ON PRW LETTERHEAD

**FAILURE TO ADDRESS THE VIOLATIONS NOTICED MAY RESULT IN FINES AND POSSIBLE
LEGAL ACTION.**

NOTICE OF CURABLE NON-SAFETY VIOLATION(S)

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

DATE:

TO: [here insert unit owner name and address using address provided by owner to the association and if the owner has provided a designated contact send a duplicate original to that address as well]

YOU ARE HEREBY NOTIFIED THAT UNIT _____ IS IN VIOLATION OF THE PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC. DECLARATION, BYLAWS, RULES OR REGULATIONS IN THE FOLLOWING PARTICULARS: [here insert the itemized list and citation of each violation]

ACTION OR ACTIONS REQUIRED TO CURE THE VIOLATION: [here insert action needed to cure]

YOU HAVE 30 DAYS FROM THE DATE THIS NOTICE IS POSTED TO US MAIL TO CURE THE VIOLATION(S) OR THE ASSOCIATION, AFTER CONDUCTING AN INSPECTION AND DETERMINING THAT YOU HAVE NOT CURED, MAY FINE YOU. IF YOU FAIL TO CURE WITHIN THE INITIAL 30-DAY TIME, YOU MAY INCUR A FINE OR FINES FOR EACH PARTICULAR VIOLATION AND REPEAT VIOLATION NOTICED. IF YOU FAIL TO CURE WITHIN 30 DAYS THE ASSOCIATION AUTOMATICALLY GRANTS YOU AN ADDITIONAL 30 DAYS TO CURE THE VIOLATION(S) BEFORE LEGAL ACTION WILL COMMENCE. BUT SUCH ADDITIONAL 30-DAY PERIOD DOES NOT TOLL THE IMPOSITION OF FINES.

IF YOU HAVE CORRECTED THE VIOLATION(S), THE BURDEN IS UPON YOU TO PROVIDE TIMELY PROOF AND NOTICE OF CURE. YOU SHOULD CONSULT COLORADO LAW TO ENSURE YOU COMPLY WITH THE PROCEDURE GOVERNING NOTICE OF CURE.

PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC

BY: IT'S BOARD OF DIRECTORS

CERTIFICATE OF SERVICE

I, _____, acting upon instruction from the Board of Park River West Condominium Association, Inc certify that I caused the foregoing Notice to be deposited to US Mail Certified-Return Receipt Requested on _____ and addressed to the person(s) recited therein.

Print Name

Park River West Condominium Association, Inc.
Policy for Board Member Conflicts of Interest
Adopted 21 January, 2018

The following policies and procedures ("Policy") governing Board Member Conflicts of Interest have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

A. The terms and conditions set forth in the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This policy shall be in addition to the provisions of C.R.S. 7-128-501. In the event of a conflict between this policy and the statute, the provision that is more restrictive shall prevail.

B. These Policy provisions are subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

C. The definitions set out at Section 7-128-501, C.R.S. are adopted and shall apply to members of the executive board; further:

(a) "Corporation" or "nonprofit corporation" means the Association.

(b) "Director" means a member of the Association's executive board.

(c) "Officer" means any person designated as an officer of the Association and any person to whom the board delegates responsibilities under this article, including, without limitation, a managing agent, attorney, or accountant employed by the board.

(d) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between a nonprofit corporation and a director of the nonprofit corporation, or between the nonprofit corporation and a party related to a director, or between the nonprofit corporation and an entity in which a director of the nonprofit corporation is a director or officer or has a financial interest.

(e) "Party related to a director" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, or has a financial interest.

D. This Policy is to protect the interests of Park River West Condominium Association, Inc. Unit Owners when the Board of Directors is contemplating entering into any action, transaction or arrangement that may benefit the private interest(s) of a Board member or officer, including indirect benefits to family members (spouse, brothers and sisters, adopted or natural children, grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren), or a business and/or entity in which the Board member or officer is a director or officer or has a financial interest. This policy is intended to supplement but not replace any applicable state and/or federal laws governing conflict of interest applicable to homeowner associations, including but not limited to C.R.S. 7-128-501.

2. STATUTORY PROVISIONS ADOPTED

The Association and the Board of Directors adopts the following statutory provisions of Section 7-128-501, C.R.S.:

A. No loans shall be made by a corporation to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the corporation for the amount of such loan until the repayment thereof.

B. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the nonprofit corporation, solely because the conflicting interest transaction involves a director of the nonprofit corporation or a party related to a director or an entity in which a director of the nonprofit corporation is a director or officer or has a financial interest or solely because the director is present at or participates in the meeting of the nonprofit corporation's board of directors or of the committee of the board of directors that authorizes, approves, or ratifies the conflicting interest transaction or solely because the director's vote is counted for such purpose if:

(a) The material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors 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 are 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 are known to the members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereon; or

(c) The conflicting interest transaction is fair as to the nonprofit corporation.

C. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

D. The Association's conflict of interest policies, procedures, and rules and regulations shall be periodically reviewed upon:

i. Statutory amendment to 38-33.3-209.5 C.R.S. and any associated provisions.

ii. Request made by a member of the Board and placed upon the next following Board Meeting agenda.

iii. Request of two or more Unit Members, which shall be placed on the agenda of the next following Board Meeting.

iv. Request of any Unit Member to be considered at the Annual Meeting of the Association, which shall be placed on the agenda for the meeting following the request for which notice has not yet been given.

v. Yearly at the Annual Meeting of the Board following the Annual Meeting of the Association.

3. APPLICATION OF RULES

The Association and the Board shall use the statutory provisions, the Declarations, and the provisions of the Bylaws to review and address any actual or potential conflicts of interest relating to the officers and directors of the Association. In the event the statutory provisions are amended, the Board may modify or amend this policy.

4. DUTY TO DISCLOSE

A. Conflict Director. A Board member or officer shall disclose the existence of a conflict of interest to the rest of the Board members during a board meeting in open session AND in advance of any substantive discussion, Board action, vote or decision on the conflicting interest transaction. The Board member with the conflict cannot vote on the conflicting interest transaction. The conflicted director may participate in the discussion about a conflicting interest transaction unless a majority of the directors without a conflict determine such participation would give rise to the appearance of impropriety or would otherwise not be appropriate.

B. Common Director. Any Board member may allege that another Board member has a conflict of interest on any matter before the Board at any annual, regular or special meeting of the Board of Directors. The alleging Board member must fully share information and reasons for believing that a conflict of interest exists. Once a determination is made that a conflict of interest exists, the Board member that has the conflict of interest shall not vote on the conflicting interest transaction.

Park River West Condominium Association, Inc.

By: _____
Judy M. Domina, President

Attest: _____,
Mindy Stephens, Secretary

This Conflicts Policy was adopted by the Board of Directors at a regular meeting held on the 21st day of January, 2018, and is effective the 21st day of January, 2018, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Park River West Condominium Association, Inc.
Policy for the Collection of Unpaid Assessments
Adopted January 21, 2018, As amended December 6, 2022

The following policies and procedures ("Policy") governing Collection of Unpaid Assessments have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. section 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

a. **Constitutions Superior To All.** Subject to constitutional protections afforded the Association and constitutional limitations imposed upon the State of Colorado and its political subdivisions, the provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act ("CCIOA"), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended

b. **Contract Clause.** The Association claims protection under the Contract Clause of the United States Constitution (Article I, Section 10) and the Contract Clause of the Constitution of the State of Colorado (Article II, Section 11). By adherence to any statutory provision the Association shall not be deemed to have waived constitutional protections or to have acquiesced in the application of law when applying and enforcing the terms of its Declaration and Bylaws when they conflict with such law and the law would be effective after the date of adoption of the Declaration.

c. **When Subordinate.** This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

2. COMMON EXPENSE ASSESSMENT

This policy is applicable only to the Common Expense Assessment addressed by Declaration Section 9, and not the imposition of Fines addressed by Declaration Section 27. The Common Expense Assessment ("Assessment") is assessed annually; and, it is payable quarterly (unless otherwise determined by the Board) on the first day of January of each year and on the first day of each subsequent calendar quarter. Notices of the amount of the Assessment and the payment due will be sent to all the Unit Owners as set out in the Declaration. The Common Expense Assessment is currently \$3900 per Unit if paid annually or \$975 per unit if paid quarterly.

3. PAYMENT AND DELINQUENCY

a. **When Due.** Assessments are due on the 1st day of each quarter. If an Assessment is paid after January 1, but on or before January 30 of the current year, it is not considered delinquent. But, the full amount of at least the quarterly Common Expense Assessment, currently \$975, must be paid. If payment of the Assessment is not received by the Association by January 15 of the current year or by the 15th day of any quarter for quarterly payments (e.g. April 15th for the 2nd quarter), the Treasurer of the Association may send a duplicate invoice before the 30th day to encourage a Unit Owner to make payment before Late Fees, Collection Fees and Default Interest are incurred by a Unit Owner.

b. **Default Date.** In the event an Assessment has not been paid by January 30 of the current year, or within 30 days of the first day of any subsequent quarter for a quarterly payment (the “due date” specified in Declaration Section 9), the Assessment shall be delinquent and the Unit Owner shall be in default.

c. **When Payment Received.** It is the responsibility of the Unit owner to ensure timely payment and receipt of Assessments by the Association. The actual date of receipt by the Association is the date of payment, not the date of a check or date of mailing.

d. **Fees and Interest.** In the event a Unit Owner is in default in the payment of any Assessment, the Unit Owner will be obligated to pay a Late Fee (the 5% penalty provided in the Declaration), a Collection Fee (the costs, expenses, and attorney fees provided in the Declaration), and default interest at the rate of 8% simple per annum on the amount of the delinquent Assessment commencing ten days subsequent to the due date as provided in the Declaration.

e. **No Lien Waiver.** Suit against the Unit Owner to recover a money judgment for unpaid Assessments may be maintained by the Association without foreclosing any Assessment Lien, and any such suit shall not be a waiver of the lien.

f. **Late Fee.** As determined by the Board in conjunction with the adoption of these Rules, the Late Fee shall be \$48.75 for delinquencies incurred after January 1, 2023. Each quarterly Assessment remaining unpaid on the 40th day of the quarter shall incur a separate Late Fee. In the event that the quarterly Assessment is increased, the Late Fee shall increase automatically to conform to the Declaration.

g. **Collection Fee.** The Collection Fee for each late quarterly Assessment shall be a base of \$250, plus any costs, expenses, and attorney fees incurred by the Association. Each quarterly Assessment remaining unpaid on the 40th day of the quarter shall incur the Collection Fee. The base Collection Fee of \$250 is calculated to cover the work to prepare the Delinquency Notice, payment plan, certified mail, copy costs, and initial administrative expense incurred by the Association prior to any referral to an attorney or agency for enforced collection. The Collection Fee is a dynamic amount and will increase beyond the base as additional sums are expended by the Association to secure its lien and collect amounts due.

h. **Default Interest.** The default interest rate is governed by the Declaration and set by the Declaration Section 9 at 15% per annum. The terms of C.R.S. section 38-33.3-209.5 (8)(a) as enacted in 2022 limits interest on unpaid Assessments, fines, or fees to 8% per annum. This statutory provision is in direct conflict with Declaration 9(j) that says the owner is “obligated” to pay 15% interest. The Board does not have the authority to vary the Declaration, but adopts this 8% rate to ensure it can collect unpaid Assessments, fines, and fees, pursue collection, and foreclose in lawful circumstances. Thus, the policy of the Association is that interest in the statutory amount of 8% simple per annum shall accrue and be due and owing from the Unit Owner on any unpaid amount of the Assessment commencing on the 40th day of the quarter until all amounts owed by the Unit Owner are paid in full, notwithstanding the terms of Declaration Section 9.

i. **Returned Checks.** Payment for any Assessment or associated Fee made by check, note or similar financial instrument which is dishonored upon presentment shall be resubmitted to the financial institution once. A Check Return Charge is imposed for the actual costs incurred by the Association upon resubmittal of the instrument or \$35, whichever is greater. A payment instrument submitted which is dishonored upon presentment, but which is later honored after the due date, shall be a delinquent payment; and, fees for a delinquent payment will be assessed.

4. MONTHLY STATEMENTS

The Association shall send to each Unit Owner who has any outstanding balance owed the Association an itemized list of all Assessments, fines, fees, and charges that the Unit Owner owes to the Association on a monthly basis by first-class mail and, if the Association has been provided an e-mail address, by e-mail as well.

The first date for sending such monthly statement shall be not later than the 15th of the month following the date of delinquency. By way of example only, May 15 would be the first statement date for a delinquent 2nd quarter

Assessment due on April 1 delinquent April 30. No charge shall be incurred by the Unit owner for such statements. The statements shall cease upon payment of the outstanding balance.

5. STATUTORY NOTICE OF DELINQUENCY

a. **Obligation to Send Notice, Offer, and Hold Hearing.** Before the Association turns over a delinquent Assessment account to a collection agency or refers it to an attorney for legal action, the Association shall send the Unit Owner a notice of delinquency (“Delinquency Notice”), offer a statutory payment plan, and vote to take such collection action in executive session during a Board Meeting.

b. **Method and Mechanics of Notice.** At any time after a delinquency the Association may provide written notice (“Delinquency Notice”) to the Owner at the address of the Unit Owner that has been registered with the Association by Certified Mail – Return Receipt Requested, and by physically posting a copy of the notice at the Unit. Further, the Association shall also inform the Owner by:

- (i) sending a copy by ordinary First-Class US Mail the address of the Unit Owner that has been registered with the Association, or
- (ii) sending a text message to a cell phone on file with the Association provided by the Unit Owner, or
- (iii) sending an email to an email address on file with the Association provided by the Unit Owner.

The Association shall keep a record of the contacts, including manner, time and date.

The Delinquency Notice may be issued by any Association Officer, Director, Agent or Attorney. No formal action of the Board shall be required to issue the notice.

b. **Contents of Notice.** The Delinquency Notice shall contain:

(I) The total Assessment balance due. The balance shall be further broken down to show how the total was determined setting out the delinquency amount by year together with Late Fees, Collection Fees, and accrued Interest attributable to a particular year. For purposes of facilitating a C.R.S. 38-33.3-316.3 statutory payment plan only, the notice shall also contain a statement of any unpaid fines, fees, charges, associated interest, and collection costs.

(II) A statement “UNPAID ASSESSMENTS MAY LEAD TO FORECLOSURE”.

(III) A statement that the opportunity to enter into a payment plan exists pursuant to section C.R.S. sec. 38-33.3-316.3, together with a copy of the model plan for completion by the Unit Owner, and instructions for contacting the Association to enter into such a payment plan;

(IV) The name and contact information for the Treasurer or other Association officer or agent the Unit Owner may contact to request a copy of the Unit Owner's account ledger in order to verify the amount of the debt.

(V) A statement that action is required to cure the Assessment delinquency and that failure to do so within thirty days may result in the Unit Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the Unit Owner's property, or other remedies available under Colorado law;

(VI) A statement that payments shall be applied in the following order:

A. Assessment for the most current year by most recent quarter, then to Check Return Charge, Late Fee, Collection Fee, and Default Interest for the most recent quarterly Common Interest Assessment, in that order; then

B. Assessment for any past year by most recent quarter, then to Check Return Charge, Late Fee, Collection Fee, and Default Interest for the year and quarter, in that order. Where more than one past year or quarter is unpaid, the most recent quarter and year shall receive priority in payment; then

C Remediation expense incurred to remedy a violation. The order of application shall be most recent first; then,

D. Fines imposed. The order of application shall be most recent first; then,

E. Fees incurred not otherwise associated with an Assessment. The order of application shall be most recent first; then,

F. Other Charges Owed. The order of application shall be most recent first.

(VII) A statement that the Association has the following legal remedies available to it: the Association may (i) record a notice of lien amount against the Unit and (ii) pursue any other remedy available under the Declaration or Colorado law, including suit against the Unit Owner and foreclosure of the Assessment lien and sale of the Unit. The Unit Owner is liable for all court costs, attorneys' fees or other costs of collection which together with all unpaid Assessments, Late Fees, Collection Fees and interest are secured by the Assessment Lien against the Unit Owner and the Owner's Unit. Fines are not subject to foreclosure. All Unit Owners should be aware that, where enforcement and collection is required, the Unit Owner will be liable for substantial costs and attorney's fees of enforcement.

(XIII) A statement that the Association must take the following steps before commencing legal action:

A. a determination that Notice has been prepared and mailed

B. a determination that the offer of payment plan has been rejected, or not timely accepted, or countered with terms inconsistent with the statutory provisions, or after acceptance the Unit Owner has defaulted.

C. hold an executive session of the Board and vote to refer the delinquency for collection. At its option, the Association may

- (I) refer the collection to an agency; or,
- (II) engage an attorney to obtain a money judgment or pursue foreclosure of the statutory lien for delinquent Assessments
- (III) engage an attorney to obtain a money judgment for any amount not subject to foreclosure.

(IX) A statement that the Association has adopted a policy Governing the Enforcement of Declarations, Covenants and Rules including a cure process for violations of the Declaration, Rules, and Policies and that a copy is attached to the Notice and incorporated by reference.

(X) A statement that a copy of C.R.S. section 13-6-403 describing Small Claims Court and the Jurisdiction of the Court in regards to access by both the Association and a Unit Owner is attached and incorporated in the Notice by reference.

d. **Statutory Payment Plan.** The Association has adopted a model statutory repayment plan which is attached to this policy and incorporated by reference. The model plan is offered to every delinquent Unit Owner and shall be attached to the Notice of Delinquency. The Unit Owner shall have 30 days from the date of the Notice of Delinquency during which to complete the agreement with a proposed payment schedule to the Association or its assignee providing for the payment of all delinquencies, fees, interest and Assessments in no more than 18 equal monthly installments over a period of 19 months from the date of the Notice. The President or Treasurer of the Association shall have the authority to negotiate in good faith on behalf of the Association, including proposing further terms and/or accepting the Unit Owner proposal without amendment. No Payment Plan will be negotiated or accepted from any Unit Owner not statutorily entitled to the benefits of C.R.S. section 38-33.3-316.3.

6. ENFORCED COLLECTION ACTION – HOW COMMENCED

a. **Report.** The Officer, Director, Agent or Attorney issuing a Delinquency Notice shall report to the Board at any regular or special meeting following the issuance of the Delinquency Notice that such notice has been sent, provide

proof of service, make a record of the contacts with the Unit owner, and report if the any payment plan has been timely received, proposed, accepted or rejected.

b. **Due Diligence.** The Board shall then examine the documentation and record and shall determine that the Delinquency Notice has been properly prepared and mailed, that alternate methods of contact have been made, that the offer of payment plan has been rejected, or not timely accepted, or countered with terms inconsistent with the statutory provisions, or after acceptance the Unit Owner has defaulted.

c. **Executive Session.** If after performing a due diligence exam collection action is contemplated, the Board shall go into executive session during which by majority vote the Board may act to refer the delinquency for collection. At its option, the Association may refer the collection to an agency; or, engage an attorney to obtain a money judgment or pursue foreclosure of the statutory lien for delinquent Assessments; or, engage an attorney to obtain a money judgment for any amount not subject to foreclosure. The vote shall be recorded but shall not form a part of the public minutes of the meeting. The Secretary shall maintain separate minutes of the executive session and vote. The Association shall send a report of the action taken in executive session to the Unit Owner within 21 days following the meeting.

d. **Referral.** After the vote in favor of enforced collection action the Association through any designated officer or director shall contact the attorney or agency selected, execute any engagement documentation, inform them of the collection action authorized, deliver account records, deliver all records necessary to show compliance with statutory requirements in advance of enforced collection, and authorize the commencement of collection.

7. ASSESSEMENT LIEN

The statutory Assessment Lien (C.R.S. section 38-33.3-316) and provision for such lien set out at Declaration section 9 secures Assessments and Fines. C.R.S. 38-33.3-316 was amended in 2022 to limit foreclosure of the lien only for amounts due for unpaid Common Expense Assessments, and not any amount attributable to: (I) Fines that the association is due from the Unit Owner; or (II) Collection costs or attorney fees due to the association and that are only associated with fines that have been incurred. Notwithstanding the 2022 statutory amendment, the Association policy is to perfect its lien with all due speed for all sums permitted by statute so as to ensure priority, give notice to competing creditors, and promote collection of delinquencies. Foreclosure of the Assessment Lien shall not act as a waiver or release of sums not forming part of the foreclosure, and the debt and lien for such amounts shall survive such foreclosure and discharge.

8. NOTICE OF ASSESSMENT LIEN.

Declaration Section 16 addresses and governs Assessment Liens and the filing of the Lien on the public record. C.R.S. sec. 38-33.3-316 also addresses the statutory Assessment Lien. Subsection (4) states “*Recording of the declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required.*” Notwithstanding the statutory provisions the Association adopts a policy that provides for notice of such lien to the Unit Owner and a procedure to file the lien which conforms to Declaration Section 16 whenever the Association would opt to prepare and file an Assessment Lien.

All sums assessed but unpaid which are chargeable to any condominium Unit for the Common Expense Assessment and/or Fines shall constitute a lien on such Unit (“Assessment Lien”). Prior to the recording of any such Assessment Lien, the Association shall give written notice to the Unit Owner that such a lien is about to be filed (“Lien Notice”). The Lien Notice is separate from the Delinquency Notice. The Lien Notice shall state the amount of the unpaid Fines (if any) and Assessments, accrued interest and any costs and charges to date, and an interest per diem; and that the Unit Owner has thirty days subsequent to the date of the delivery or mailing of the Lien Notice within which to pay the Fines and Assessments and associated penalties, fees, and costs. The Lien Notice is deemed to be effective five (5) days from the date of such mailing, irrespective of whether or when the letter is claimed, receipted for or otherwise delivered or received. If the delinquency and associated fees and interest is not cured and paid in full within the thirty

(30) day period, the Association may (i) record a notice of the Assessment Lien amount against the Unit and (ii) pursue any other remedy available under the Declaration or Colorado law, including suit against the Unit Owner and foreclosure of the Assessment Lien and sale of the Unit (except those items statutorily excluded from foreclosure). The Unit Owner is liable for all court costs, attorneys' fees or other costs of collection which together with all unpaid Fines and Assessments, Late Fees, Collection Fees and interest are secured by the Assessment Lien against the Unit Owner and the Owner's Unit. All Unit Owners should be aware that, where enforcement and collection is required, the Unit Owner will be liable for substantial costs and attorney's fees of enforcement.

10. EFFECTIVE DATE

This Policy for the Collection of Unpaid Assessments as amended is effective and shall apply to all collection actions and delinquencies in existence or arising on and after December 31, 2022.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
John Mize, Secretary

This Policy was originally adopted by the Board of Directors at a regular meeting held on the 21st day of January, 2018, effective the 21st day of January, 2018, and amended at a regular meeting held 6th day of December 2022, effective the 31st day of December 2022, and is attested to by the Secretary of Park River West Condominium Association, Inc

Park River West Condominium Association, Inc.
Policy for the Collection of Unpaid Fines and Remediation Expense
Adopted December 6, 2022

The following policies and procedures (“Policy”) governing Collection of Unpaid Fines and Remediation Expense have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to section C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

a. **Constitutions Superior To All.** Subject to constitutional protections afforded the Association and constitutional limitations imposed upon the State of Colorado and its political subdivisions, the provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act (“CCIOA”), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended

b. **Contract Clause.** The Association claims protection under the Contract Clause of the United States Constitution (Article I, Section 10) and the Contract Clause of the Constitution of the State of Colorado (Article II, Section 11). By adherence to any statutory provision the Association shall not be deemed to have waived constitutional protections or to have acquiesced in the application of law when applying and enforcing the terms of its Declaration and Bylaws when they conflict with such law and the law would be effective after the date of adoption of the Declaration.

c. **When Subordinate.** This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

2. FINES

This policy is applicable only to the imposition of Fines, Remediation Expense, Attorney Fees and Costs (collectively “Fines”) addressed by Declaration Section 27 and not the Common Expense Assessment addressed by Declaration Section 9. The procedure for determination of fines and the costs of remediation can be found in the separate Policy for Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines adopted by the Board. The date a Fine and/or Remediation Expense, plus any attorney fees and costs, is incurred is the date the Decision is rendered.

3. PAYMENT AND DELINQUENCY

a. **When Due.** The Fine, any Remediation Expense, costs and attorney fees are due when the Decision is rendered.

b. **Default Date.** The Association is empowered to collect upon the Decision after non-payment 30 days from the date of the Decision, including the imposition of a lien upon the offending Unit, but subject to Arbitration.

c. **Fees and Interest.** In the event a Unit Owner is in default in the payment of any Fine, Remediation Expense, Attorney Fees or Costs for more than 40 days after the Decision, the Unit Owner will be obligated to pay a Late Fee (the 5% penalty provided in the Declaration), a Collection Fee (the costs, expenses, and attorney fees provided in the Declaration), and default interest at the rate of 8% simple per annum on the amount of the delinquent Fine commencing 40 days subsequent to the Decision date as provided in the Declaration.

d. **No Lien Waiver.** Suit against the Unit Owner to recover a money judgment for unpaid Fines may be maintained by the Association without foreclosing the statutory Assessment Lien (C.R.S. section 38-33.316), and any such suit shall not be a waiver of the lien.

e. **Late Fee.** The Association adopts and applies the late fee applicable to Assessments in Declaration Section 9 to Fines incurred under Declaration Section 27. The late fee shall be 5% of the amount of a Decision remaining unpaid 40 days after the date rendered.

f. **Collection Fee.** The Association adopts and applies the Collection Fee applicable to Assessments in Declaration Section 9 to Fines incurred under Declaration Section 27. The Collection Fee shall be a base of \$250, plus any costs, expenses, and attorney fees incurred by the Association. Each Fine remaining unpaid on the 40th day after the Decision shall incur the Collection Fee. The base Collection Fee of \$250 is calculated to cover the work to prepare the Delinquency Notice, payment plan, certified mail, copy costs, and initial administrative expense incurred by the Association prior to any referral to an attorney or agency for enforced collection. The Collection Fee is a dynamic amount and will increase beyond the base as additional sums are expended by the Association to secure its lien and collect amounts due.

g. **Default Interest.** The Association adopts and applies the interest rate applicable to Assessments in Declaration Section 9 to Fines incurred under Declaration Section 27. The default interest rate is governed by the Declaration and set by the Declaration Section 9 at 15% per annum. The terms of C.R.S. section 38-33.3-209.5 (8)(a) as enacted in 2022 limits interest on unpaid Assessments, fines, or fees to 8% per annum. This statutory provision is in direct conflict with Declaration 9(j) that says the owner is “obligated” to pay 15% interest. The Board does not have the authority to vary the Declaration, but adopts this 8% rate to ensure it can collect unpaid Assessments, fines, and fees, pursue collection, and foreclose in lawful circumstances. Thus, the policy of the Association is that interest in the statutory amount of 8% simple per annum shall accrue and be due and owing from the Unit Owner on any unpaid amount of the Fine commencing on the 40th day after the Decision until all amounts owed by the Unit Owner are paid in full, notwithstanding the terms of Declaration Section 9.

f. **Returned Checks.** Payment for any Fine or associated Fee made by check, note or similar financial instrument which is dishonored upon presentment shall be resubmitted to the financial institution once. A Check Return Charge is imposed for the actual costs incurred by the Association upon resubmittal of the instrument or \$35, whichever is greater. A payment instrument submitted which is dishonored upon presentment, but which is later honored after the due date, shall be a delinquent payment; and, fees for a delinquent payment will be assessed.

4. MONTHLY STATEMENTS

The Association shall send to each Unit Owner who has any outstanding balance an itemized list of all Assessments, fines, fees, and charges that the Unit Owner owes to the Association on a monthly basis by first-class mail and, if the Association has been provided an e-mail address, by e-mail as well.

The first date for sending such monthly statement shall be not later than the 15th of the month following the date of delinquency. By way of example only, May 15 would be the first statement date for a delinquent 2nd quarter Assessment due on April 1 delinquent April 30. No charge shall be incurred by the Unit owner for such statements. The statements shall cease upon payment of the outstanding balance.

This provision mirrors that in the policy for the collection of delinquent Common Expense Assessments (“Assessment”). Duplicate statements shall not be required.

5. COORDINATION WITH ASSESSMENT COLLECTION PROCEDURES

a. **Statutory Scheme.** C.R.S. Section 38-33.3-316 provides that the lien for Assessments shall include fines, fees, charges, late charges, attorney fees, and interest charged pursuant to section 38-33.3-302 (1)(j), (1)(k), and (1)(l), section 38-33.3-313 (6), and section 38-33.3-315 (2); and, are enforceable as assessments. C.R.S. 38-33.3-316 was amended in 2022 to limit foreclosure of the lien only for amounts due for unpaid Common Expense Assessments, and not any amount attributable to: (I) Fines that the Association is due from the Unit Owner; and (II) Collection costs or attorney fees due to the Association and that are only associated with fines that have been incurred and (III) Fees, charges, late charges, attorney fees up to the maximum amount allowed by 38-3-316(7), fines, and interest

charged pursuant to section 38-33.3-302 (1)(j), (1)(k), and (1)(l), section 38-33.3-313 (6), and section 38-33.3-315 (2).

b. **Reconciliation.** The Association may employ the same procedures with respect to collection of Fines as with Assessments, but shall not include the Fines and associated sums statutorily prohibited from foreclosure in any foreclosure proceeding. The Association may elect to proceed on collection of Fines independent of a collection proceeding for Assessments.

c. **Coordination.** The Association may proceed simultaneously to collect both Assessments and Fines, employ the same documents, and engage the same attorneys and collection agents, combine and coordinate in the same proceeding.

6. STATUTORY NOTICE OF DELINQUENCY

a. **Obligation to Send Notice, Offer, and Hold Hearing.** Before the Association turns over a delinquent Fine account to a collection agency or refers it to an attorney for legal action, the Association shall send the Unit Owner a notice of delinquency ("Delinquency Notice"), offer a statutory payment plan, and vote to take such collection action in executive session during a Board Meeting.

b. **Method and Mechanics of Notice.** At any time after a delinquency the Association may provide written notice ("Delinquency Notice") to the Owner at the address of the Unit Owner that has been registered with the Association by Certified Mail – Return Receipt Requested, and by physically posting a copy of the notice at the Unit. Further, the Association shall also inform the Owner by:

(i) sending a copy by ordinary First-Class US Mail the address of the Unit Owner that has been registered with the Association, or

(ii) sending a text message to a cell phone on file with the Association provided by the Unit Owner, or

(iii) sending an email to an email address on file with the Association provided by the Unit Owner.

The Association shall keep a record of the contacts, including manner, time and date.

The Delinquency Notice may be issued by any Association Officer, Director, Agent or Attorney. No formal action of the Board shall be required to issue the notice.

b. **Contents of Notice.** The Delinquency Notice shall contain:

(I) The total Assessment balance due *and a separate list of Fines and associated charges*. The balance shall be further broken down to show how the total was determined setting out the delinquency amount by year together with Late Fees, Collection Fees, and accrued Interest attributable to a particular year. For purposes of facilitating a C.R.S. 38-33.3-316.3 statutory payment plan only, the notice shall also contain a statement of any unpaid fines, fees, charges, associated interest, and collection costs.

(II) A statement "UNPAID ASSESSMENTS MAY LEAD TO FORECLOSURE". This provision is included to conform a statutory Delinquency Notice for combined collection of both Assessments and Fines to the requirement of C.R.S. section 38-33.3-209.5(6)(b) wherein it states "... if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Unit Owner that unpaid assessments may lead to foreclosure..."

(III) A statement that the opportunity to enter into a payment plan exists pursuant to section C.R.S. section 38-33.3-316.3, together with a copy of the model plan for completion by the Unit Owner, and instructions for contacting the Association to enter into such a payment plan;

(IV) The name and contact information for the Treasurer or other Association officer or agent the Unit Owner may contact to request a copy of the Unit Owner's account ledger in order to verify the amount of the debt.

(V) A statement that action is required to cure the Fine delinquency and that failure to do so within thirty days may result in the Unit Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against

the owner, the filing and foreclosure of a lien against the Unit Owner's property (foreclosure applicable only to Assessment liens), or other remedies available under Colorado law;

(VI) A statement that payments shall be applied in the following order:

A. Assessment for the most current year by most recent quarter, then to Check Return Charge, Late Fee, Collection Fee, and Default Interest for the most recent quarterly Common Interest Assessment, in that order; then

B. Assessment for any past year by most recent quarter, then to Check Return Charge, Late Fee, Collection Fee, and Default Interest for the year and quarter, in that order. Where more than one past year or quarter is unpaid, the most recent quarter and year shall receive priority in payment; then

C Remediation expense incurred to remedy a violation. The order of application shall be most recent first; then,

D. Fines imposed. The order of application shall be most recent first; then,

E. Fees incurred not otherwise associated with an Assessment. The order of application shall be most recent first; then,

F. Other Charges Owed. The order of application shall be most recent first.

(VII) A statement that the Association has the following legal remedies available to it: the Association may (i) record a notice of lien amount against the Unit and (ii) pursue any other remedy available under the Declaration or Colorado law, including suit against the Unit Owner and foreclosure of the Assessment Lien and sale of the Unit. The Unit Owner is liable for all court costs, attorneys' fees or other costs of collection which together with all unpaid Assessments, Late Fees, Collection Fees and interest are secured by the Assessment Lien against the Unit Owner and the Owner's Unit. Liens for Fines are not subject to foreclosure. All Unit Owners should be aware that, where enforcement and collection is required, the Unit Owner will be liable for substantial costs and attorney's fees of enforcement.

(XIII) A statement that the Association must take the following steps before commencing legal action:

A. a determination that Notice has been prepared and mailed,

B. a determination that the offer of payment plan has been rejected, or not timely accepted, or countered with terms inconsistent with the statutory provisions, or after acceptance the Unit Owner has defaulted,

C. hold an executive session of the Board and vote to refer the delinquency for collection. At its option, the Association may

(IV) refer the collection to an agency; or,

(V) engage an attorney to obtain a money judgment or pursue foreclosure of the statutory lien for delinquent assessments

(VI) engage an attorney to obtain a money judgment for any amount not subject to foreclosure.

(IX) A statement that the Association has adopted a policy Governing the Enforcement of Declarations, Covenants and Rules including a cure process for violations of the Declaration, Rules, and Policies and that a copy is attached to the Notice and incorporated by reference.

(X) A statement that a copy of C.R.S. section 13-6-403 describing Small Claims Court and the Jurisdiction of the Court in regards to access by both the Association and a Unit Owner is attached and incorporated in the Notice by reference.

d. **Statutory Payment Plan.** The Association has adopted a model statutory repayment plan which is attached to this policy and incorporated by reference. The model plan is offered to every delinquent Unit Owner and shall be attached to the Notice of Delinquency. The Unit Owner shall have 30 days from the date of the Notice of Delinquency during which to complete the agreement with a proposed payment schedule to the Association or its assignee providing for the payment of all delinquencies, fees, interest and assessments in no more than 18 equal monthly installments over a period of 19 months from the date of the Notice. The President or Treasurer of the Association shall have the authority to negotiate in good faith on behalf of the Association, including proposing further terms and/or accepting the Unit Owner proposal without amendment. No Payment Plan will be negotiated or accepted from any Unit Owner not statutorily entitled to the benefits of C.R.S. section 38-33.3-316.3.

7. ENFORCED COLLECTION ACTION – HOW COMMENCED

a. **Report.** The Officer, Director, Agent or Attorney issuing a Delinquency Notice shall report to the Board at any regular or special meeting following the issuance of the Delinquency Notice that such notice has been sent, provide proof of service, make a record of the contacts with the Unit owner, and report if any payment plan has been timely received, proposed, accepted or rejected.

b. **Due Diligence.** The Board shall then examine the documentation and record and shall determine that the Delinquency Notice has been properly prepared and mailed, that alternate methods of contact have been made, that the offer of payment plan has been rejected, or not timely accepted, or countered with terms inconsistent with the statutory provisions, or after acceptance the Unit Owner has defaulted.

c. **Executive Session.** If after performing a due diligence exam collection action is contemplated, the Board shall go into executive session during which by majority vote the Board may act to refer the delinquency for collection. At its option, the Association may refer the collection to an agency; or, engage an attorney to obtain a money judgment (but not pursue foreclosure of the statutory lien for delinquent Fines); or, engage an attorney to obtain a money judgment for any amount not subject to foreclosure. The vote shall be recorded but shall not form a part of the public minutes of the meeting. The Secretary shall maintain separate minutes of the executive session and vote. The Association shall send a report of the action taken in executive session to the Unit Owner within 21 days following the meeting.

d. **Referral.** After the vote in favor of enforced collection action the Association through any designated officer or director shall contact the attorney or agency selected, execute any engagement documentation, inform them of the collection action authorized, deliver account records, deliver all records necessary to show compliance with statutory requirements in advance of enforced collection, and authorize the commencement of collection.

8. ASSESSEMENT LIEN

The statutory Assessment Lien (C.R.S. section 38-33.3-316) and provision for such lien set out at Declaration section 9 secures both Assessments and Fines. C.R.S. 38-33.3-316 was amended in 2022 to limit foreclosure of the lien only for amounts due for unpaid Common Expense Assessments, and not any amount attributable to: (I) Fines that the Association is due from the Unit Owner; or (II) Collection costs or attorney fees due to the Association and that are only associated with fines that have been incurred and (III) Fees, charges, late charges, attorney fees up to the maximum amount allowed by 38-3-316(7), fines, and interest charged pursuant to section 38-33.3-302 (1)(j), (1)(k), and (1)(l), section 38-33.3-313 (6), and section 38-33.3-315 (2).

Notwithstanding the 2022 statutory amendment, the Association policy is to perfect its lien with all due speed for all sums permitted by statute so as to ensure priority, give notice to competing creditors, and promote collection of delinquencies. Foreclosure of the Assessment Lien shall not act as a waiver or release of sums for Fines not forming part of the foreclosure, and the debt and lien for such Fine amounts shall survive such foreclosure and discharge.

9. NOTICE OF LIEN.

Declaration Section 16 addresses and governs Assessment Liens and the filing of the Lien on the public record. C.R.S. sec. 38-33.3-316 also addresses the statutory Assessment Lien. Subsection (4) states “*Recording of the declaration*

constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required.” Notwithstanding the statutory provisions the Association adopts a policy that provides for notice of such lien to the Unit Owner and a procedure to file the lien which conforms to Declaration Section 16 whenever the Association would opt to prepare and file an Assessment Lien.

All sums assessed but unpaid which are chargeable to any condominium Unit for the Common Expense Assessment and/or Fines shall constitute a lien on such Unit (“Assessment Lien”). Prior to the recording of any such Assessment Lien, the Association shall give written notice to the Unit Owner that such a lien is about to be filed (“Lien Notice”). The Lien Notice is separate from the Delinquency Notice. The Lien Notice shall state the amount of the unpaid Fines (if any) and Assessments, accrued interest and any costs and charges to date, and an interest per diem; and that the Unit Owner has thirty days subsequent to the date of the delivery or mailing of the Lien Notice within which to pay the Fines and Assessments and associated penalties, fees, and costs. The Lien Notice is deemed to be effective five (5) days from the date of such mailing, irrespective of whether or when the letter is claimed, receipted for or otherwise delivered or received. If the delinquency and associated fees and interest is not cured and paid in full within the thirty (30) day period, the Association may (i) record a notice of the Assessment Lien amount against the Unit and (ii) pursue any other remedy available under the Declaration or Colorado law, including suit against the Unit Owner and foreclosure of the Assessment Lien and sale of the Unit (except those items statutorily excluded from foreclosure). The Unit Owner is liable for all court costs, attorneys’ fees or other costs of collection which together with all unpaid Fines and Assessments, Late Fees, Collection Fees and interest are secured by the Assessment Lien against the Unit Owner and the Owner’s Unit. All Unit Owners should be aware that, where enforcement and collection is required, the Unit Owner will be liable for substantial costs and attorney’s fees of enforcement.

10. EFFECTIVE DATE

This Policy for the Collection of Unpaid Fines and Remediation Expense is effective and shall apply to all collection actions and delinquencies in existence or arising on and after December 31, 2022.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
John Mize, Secretary

This Policy was originally adopted by the Board of Directors at a regular meeting 6th day December 2022, effective 31st day December 2022, and is attested to by the Secretary of Park River West Condominium Association, Inc.

Form For Statutory Notice of Delinquency – All Assessments, Fines, and Costs

Adopted December 16, 2022

STATUTORY NOTICE OF DELINQUENCY

DATE OF NOTICE:

TO: HERE NAME UNIT OWNER(S) AS SHOWN ON ASSOCIATION RECORDS

ADDRESS: USE ADDRESS ON ASSOCIATION RECORDS

TO YOU AND EACH OF YOU NOTICE IS HEREBY GIVEN UNDER THE TERMS OF **C.R.S. Sec.38-33.3-209.5(6)** That you are delinquent and in default of amounts due to Park River West Condominium Association, Inc. (“Association”) for Assessments, Fines, Fees, and other sums attributable to UNIT 6xx as specified in this Notice.

UNPAID ASSESSMENTS MAY LEAD TO FORECLOSURE

Park River West Board of Directors Meeting Minutes, April 22, 2024, Page 60

1. The total balance due is \$_____. The total Common Expense Assessment balance due is \$_____. The balance is broken down to show you how the total was determined.

For Assessment Year 2023 - Assessment for year 2023_____, Late Fees_____, Collection Fees_____, and accrued Interest _____.

For 2023 unpaid Fines_____, Fees_____, Charges_____, associated interest_____, and Collection Costs_____.

2. The Association offers you a payment plan. This opportunity to enter into a payment plan exists pursuant to section C.R.S. 38-33.3-316.3. A copy of the model plan adopted by the Association is attached for completion by the Unit Owner, and instructions for contacting the Association to enter into such a payment plan. You have 30 days to complete and submit the plan from the date this notice is sent by certified mail.

3. The name and contact information for the Treasurer or other Association officer or agent the Unit Owner may contact to request a copy of the Unit Owner's account ledger in order to verify the amount of the debt is:

4. Action is required to cure the Assessment delinquency. You must pay the delinquent amount in full or submit a qualified payment plan to cure the delinquency. Failure to do so within thirty days may result in this delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the Unit Owner's property, or other remedies available under Colorado law;

5. Any payment you make shall be applied in the following order:

A. Assessment for the most current year by most recent quarter, then to Check Return Charge, Late Fee, Collection Fee, and Default Interest for the most recent quarterly Common Interest Assessment, in that order; then

B. Assessment for any past year by most recent quarter, then to Check Return Charge, Late Fee, Collection Fee, and Default Interest for the year and quarter, in that order. Where more than one past year or quarter is unpaid, the most recent quarter and year shall receive priority in payment; then

C Remediation expense incurred to remedy a violation. The order of application shall be most recent first; then,

D. Fines imposed. The order of application shall be most recent first; then,

E. Fees incurred not otherwise associated with an assessment. The order of application shall be most recent first; then,

F. Other Charges Owed. The order of application shall be most recent first.

6. The Association has the following legal remedies available to it: the Association may (i) record a notice of lien amount against the Unit and (ii) pursue any other remedy available under the Declaration or Colorado law, including suit against the Unit Owner and foreclosure of the assessment lien and sale of the Unit. The Unit Owner is liable for all court costs, attorneys' fees or other costs of collection which together with all unpaid Assessments, Late Fees, Collection Fees and interest are secured by the Assessment Lien against the Unit Owner and the Owner's Unit. Fines are not subject to foreclosure. All Unit Owners should be aware that, where enforcement and collection is required, the Unit Owner will be liable for substantial costs and attorney's fees of enforcement.

7. The Association must take the following steps before commencing legal action:

A. a determination that this Notice has been prepared and mailed,

B. a determination that the offer of payment plan has been rejected, or not timely accepted, or countered with terms inconsistent with the statutory provisions, or after acceptance the Unit Owner has defaulted,

C. hold an executive session of the Board and vote to refer the delinquency for collection. At its option, the Association may

- (I) refer the collection to an agency; or,
- (II) engage an attorney to obtain a money judgment or pursue foreclosure of the statutory lien for delinquent assessments
- (III) engage an attorney to obtain a money judgment for any amount not subject to foreclosure.

8. The Association has adopted a policy Governing the Enforcement of Declarations, Covenants and Rules including a cure process for violations of the Declaration, Rules, and Policies. It is adopted in a separate policy and can be found published on the Association web site. A full copy is attached to this Notice and incorporated by reference.

9. The Colorado General Assembly expanded the jurisdiction of the Small Claims Court effective August 10, 2022. A copy of C.R.S. Sec. 13-6-403 describing Small Claims Court and the expanded Jurisdiction of the Court in regards to access by both the Association and a Unit Owner is attached and incorporated in this Notice by reference. Please take note that all disputes between the Association and Unit Owners are subject to mandatory arbitration (Declaration Section 26) by existing Colorado statute, CRS section 38-33.3-124(3); and, those provisions were not repealed or superseded by the expansion of the Small Claims Court. The Association does not consent to or acquiesce in any way to suit in Small Claims Court except by express act of the Association.

PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC. (A COLORADO NON- PROFIT CORPORATION)

BY: _____

TITLE: _____

Certificate of Service

The undersigned hereby certifies that on _____, 2023 the above and foregoing Statutory Notice of Delinquency together with all attachments was sent by Certified Mail – Return Receipt Requested to (here insert name of owners(s): **[here insert names and address]**)

and by physically posting a copy of the notice at the Unit__ 6XX__.

I further certify on the same date I also informed the Owner(s) on behalf of the Association by (check as applicable- must do at least one):

_____ (i) sending a copy with all attachments by ordinary First-Class US Mail the address of the Unit Owner that has been registered with the Association, or

_____ (ii) sending a text message to a cell phone on file with the association provided by the Unit Owner,
or

_____ (iii) sending an email with attachments to an email address on file with the association provided by the Unit Owner.

I Further certify that I searched the records of the Association in advance of Notice and did not discover a demand for notice in any language other than English or any other designated contact, person or agent to whom duplicate notice is required.

Print Name

Form For Statutory Model Repayment Plan

Adopted December 16, 2022

MODEL REPAYMENT PLAN

Repayment Agreement

Park River West Condominium Association, Inc (a Colorado Non-Profit Corporation), hereinafter PRW, and _____, (print all the names) being all of the record owners of Unit _____ in Park River West, hereinafter OWNER, whether one or more, agree:

1. This agreement is adopted according to the terms of CRS section 38-33.3-316.3 as it now exists or may be amended.

2. The Owner is indebted to PRW in the Gross Amount of \$_____. The breakout of amounts due is as follows:

Assessments: \$_____

Check Charges, Late Fees, Collection Fees, and accrued interest: \$_____

Fines: \$_____

Fees: \$_____

Other Charges e.g. Remediation Expense: \$_____

Owner acknowledges that interest will continue to run on Assessments, Remediation Expense, Fees and Fines until paid in full, and that the calculation of Gross Amount does not include amounts incurred after the date of this agreement.

3. Owner shall pay to PRW \$_____per month (may not be less than \$25 per month) in good funds not later than the 1st day of _____, 202__, and on the first day of each month thereafter for a term of _____months (may not exceed 18 consecutive monthly payments). Payments shall be made payable to and mailed to: **Park River West Condominium Assoc., Inc. PO Box 1405, Estes Park CO 80517-1405**, and received on or before the due date.

4. Owner materially represents that the following statutory conditions have been met: (a) that the unit owner occupies the Unit and it is not rented long or short term AND the unit was not acquired as a result of: (i) a default of a security interest encumbering the unit; or (ii) foreclosure of the association's lien; AND

(b) The owner has not previously entered into a payment plan, AND

(c) all of the record owners are signatories.

If any of the foregoing representations are false, then this agreement is null and void and all sums become immediately due and payable.

5. Application of payments shall be in the order prescribed by the Park River West Condominium Association, Inc. Policy for the Collection of Unpaid Assessments in effect on the date this agreement signed by PRW.

6. Sale, Exchange or Transfer of the title to the Unit (even among signatory unit owners) terminates this agreement, and all sums become immediately due and payable.

7. Failure of Owner to make three or more scheduled payments on time or to remain current with regular assessments constitutes a failure to comply with the terms of this agreement, is a material breach, excuses PRW from performance, and results in all sums due becoming immediately due and payable.

8. So long as Owner is performing this agreement, PRW will forebear collection action to collect the debts listed in section 2.

So Agreed:

Dated _____, 202__

Owner

Owner

Owner

Owner

Accepted:

Dated: _____, 202__

Park River West Condominium Association, Inc.

By: _____

Title: _____

INSTRUCTIONS TO OWNER

Park River West offers you the opportunity to enter into a repayment agreement provided by Colorado law. There will be only one agreement and it will combine your balances due for Assessments, Fines, Fees, and all associated interest, charges, and collection costs. You are under no obligation to enter into the agreement and may pay any amounts due.

If you do wish to enter into repayment agreement, take these steps:

1. Determine how many monthly payments you will make, but not more than 18. Enter that number in the agreement. The date payments will start is the 1st of the Month after the date you sign. Fill that date in.

2. Divide the gross amount due by the number of payments to obtain a rough monthly payment. Then calculate any interest that may accrue on unpaid sums for Assessments, Fines, Remediation Expense, and Fees ONLY at the rate of 8% simple per annum. Divide the interest by the same number of monthly payments and add it to the rough monthly payment to determine your actual monthly payment. *Your monthly payment may not be less than \$25 per month and must pay down the entire balance to \$0.* Enter your proposed monthly payment.

3. Determine the name of all record owners of your Unit. Ensure that the representations for all owners are true.

4. Have each person with an ownership interest sign the agreement.

5. Return the agreement to PRW within 30 days from the date of your delinquency notice. The PRW contact is:

_____.

6. Call with questions. Do not delay. If the agreement is not returned within the statutory time limit it is void and the entire amount will be subject to immediate collection action.

Appendix Two - Operational Policies and Procedures

Park River West Condominium Association, Inc.

General Written Consent To Alter Certain Limited Common Elements

Adopted 23 June 2018 As Supplemented 11 August 2018, March 31, 2022, March 18, 2024, and amended in final form April 22, 2024

The following policies and procedures (“Policy”) pertaining to the alteration and repair of Limited Common Elements have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

I. General

A. Statutes Superior To All. The provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act (“CCIOA”), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Authority to Give Consent. Park River West Declaration Section 3 contains a list of limited common elements, which is also supplemented by the Condominium Map and other parts of the Declaration. Section 3 requires that...” No limited common element may be changed in size, appearance or otherwise without prior written consent of the Board of Directors.” Coupled with this provision is that of Section 11 placing the responsibility for maintenance and repair of limited common elements upon the Unit Owner.

II. Written Consent To Owners.

Unit owners in the natural course of occupancy repair and decorate the limited common elements. The Board has determined that it is onerous and unreasonable to request permission in advance of some changes to limited common elements. Thus, this document is blanket consent for the following repairs and changes. Unit owners may rely on this consent in lieu of individual permission:

1. Interior Remodels and Repairs. Unit Owners may change the interior appearance of walls, drywall, sheetrock, floor coverings (including carpet, tile and wood), electrical and plumbing fixtures. Excepted from this consent is the removal or alteration of any structural element, bearing wall, floor, subfloor, or common wall between Units.

2. Mechanical Systems. Unit Owners may repair, replace, and alter the electrical system, gas service, water heater, drains and plumbing, furnace, and gas fireplace. Duct work associated with heating and cooling may also be repaired or replaced by the Owner. Fireplaces may not be converted to wood burning. Blanket consent to installation of air conditioning is granted, together with permission to install a pad and exterior compressor on the General Common Area adjacent to the Unit. The materials used shall be of the same or better quality as now exists, and the work shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

3. Windows and Doors. The interior appearance of windows and doors may be altered. The exterior appearance of doors and windows are excepted from this consent. Window glass when broken shall be immediately repaired and replaced with like kind glass: but no frosted or tinted glass shall be used if the exterior appearance of the Unit will be altered. Plexiglass or other similar translucent material is not “like kind” and is not permitted. Garage doors are

covered by this consent and shall be replaced or repaired when buckled. Replacement and repair of doors and windows, including any frames and sills, shall be of the same or better quality as now exists; shall not alter the exterior appearance of the Unit; and, shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

4. Storm Doors. Storm doors may be installed so long as the frame color matches the existing building or Unit trim color, with antique hardware matching the front door and a full frame window. Brass door hardware is not allowed per Declarations section 11(C) and section 11(D). After the installation, it is necessary to schedule the Association painting contractor to touch-up around the door. Owners are not allowed to paint the exterior of the building, so as to ensure matching paint and quality. This is to ensure a homogenous exterior appearance. Anderson storm doors have been found to meet these requirements.

5. Radon Mitigation. The interior and exterior common limited elements may be altered by Unit Owners electing to install radon mitigation systems. Alterations to the siding and roofing shall require a water tight seal and ensure the structural integrity of the Unit. Painting of exterior radon vents shall be done by the Association. The radon remediation work shall be performed by a qualified person duly licensed by the Town of Estes Park.

6. Decks and Patios. Consent is granted to install a gate on decks and patios so long as (a) the gate shall be architecturally consistent with the existing deck or patio; (b) the materials used shall be of the same or better quality as now exists; and (c) the work shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

7. Security Systems and Cameras. It is the policy of PRW to address the legitimate security desires and privacy concerns of Unit owners, while ensuring the uniform, unadorned, and homogeneous aesthetics of the community. In order to balance these interests, the Board has adopted this blanket consent governing the installation of security cameras on the exterior of the Units.

Consent is granted to install an exterior security system monitoring the exterior of a Unit so long as the following conditions are met:

- (a) Up to three cameras per Unit. Permitted cameras are limited to those located in the immediate vicinity of a Unit entrance, garage door and deck. Ring type cameras in the doorbell and any cameras located inside the Unit do not count toward the total.
- (b) A camera may only surveil limited common elements associated with the Unit. That is, the decks, patios, drive bib, and entry doors belonging to that Unit.
- (c) A camera may only be located in the door bell, on the porch, on soffits and fascia (not the faux rock façade) above the garage, and on the soffits and siding abutting the decks and patios. No camera shall be located on the second story of a Unit (except the Twin Sisters Units) or the third story of a Unit.
- (d) The camera(s) and the system(s) shall be wireless or wired to the Unit with a water tight seal to ensure the structural integrity of the Unit;
- (e) A camera may not interfere with or be wired into gutters and drains, but may be wired through garage doors and its framing, patio door framing, and window framing so long as the seal is water tight, the wire is unobtrusive, the wire is inserted in structural joints and framing, and no excess or coiled wire remains after the installation.
- (f) No solar panel, extension cord, or other exterior power source feeding the security system may be attached to the Unit;

(g) A camera may not include a light fixture, security light or spot light. The exterior security system and its components must comply with the Town of Estes Park Dark Sky Ordinance, and any other applicable law.

Excepted from this consent are:

- (a) the installation of a motion detector or sensor anywhere except on the front porch of the Unit, and
- (b) removal or alteration of any structural element, roofing, siding, soffit, fascia, or common wall of a Unit or any adjoining Unit.

By installation of a security system/camera(s) the owner acknowledges: (a) All maintenance of the structure and appearance of the exterior camera/security system is the responsibility of the owner; (b) Any damage to the Unit caused by drilling or attaching a camera, sensor, or other portion of a security system is at the risk and cost of the Unit owner; (c) That neither the Association nor its contractors/agents shall be responsible for any damage to the security system/camera occasioned by painting, maintenance, repairs or alterations to the exterior of the Unit.

Units with existing non-conforming systems are granted until August 1, 2024 to make necessary alterations. If an owner wishes to install a camera or security device other than as addressed in the consent, please ask the Board in advance of purchase and installation.

III. Conditional Consent And Approvals.

The following items are permitted subject to design submission by the Unit Owner, written acknowledgment of responsibility by the Unit Owner, and approval by the Board:

1. Awnings. Awnings are approved for use only on decks. The approved model is “The Eclipse” retractable awning, available from Peterson Canvas and Awning, 1422 Webster Avenue, Fort Collins CO 80524; see www.petersoncanvas.com and www.eclipseawnings.com. Although the above model is approved, the design proposal must still be submitted to the Board, including style and color. The color should match the body or trim of the Unit. A solid color is preferred but a suitable stripe that matches both colors can be considered. If approved, it must be agreed that any damage to the building resulting in repair caused by the awning, including but not limited to improper installation and use, will be the responsibility of the owners. The potential for wind damage must be considered, along with the need for durability in our mountain environment; experience so far suggests that manual operation is preferable. All maintenance of structure and appearance of the awning is the responsibility of the owner.

2. Window Coverings. A blanket variance is granted to all Units to allow window coverings of light earth-tone colors and woven wood blinds, in addition to white and off-white colors, but subject to Board approval. Prior to installation a sample or photo of the requested window covering diverging from the “White or Off White” standard must be submitted to and approved by the Board. Approval of the Board may be rendered by electronic agreement of the members and without a formal meeting. Installations of earth-tone and woven wood blinds completed before adoption of this variance shall be assessed and approved or disapproved by the Board without Unit owner submission but with due regard for the terms of this variance, and the Unit owner given notice of the Board action.

IV. Ratification of Prior Acts

This general consent shall act as permission to all alterations and repairs previously performed in accordance with the standards set out in this document; and the same are ratified by the Association.

Park River West Condominium Association, Inc.

By: _____

Stewart Squires, President

Attest: _____

Carol Primdahl, Secretary

This General Written Consent Policy incorporates amendments adopted since August 11, 2018, was adopted by the Board of Directors at regular meetings of the Board held on the 22nd day of April, 2024, and is effective the 22nd day of April, 2024, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Park River West Condominium Association, Inc.
Policy Governing the Rental of Units

Adopted 19 December, 2019, amended 16 November 2020, amended 22 April 2024

The following policies and procedures (“Policy”) governing the Occupancy and Management of Rental Units have been adopted by the Park River West Condominium Association, Inc. (“Association”) at a meeting of the Board of Directors.

1. GENERAL

The following Policy and procedures have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-302 [Powers of unit owners' association] and Bylaws Article II, Section 9(A) at a meeting of the Board of Directors.

A. Statutes Superior To All. The terms and conditions set forth in the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. These policy provisions are subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Findings of the Association. The Association finds:

(1) That various Unit owners rent their Units as a regularly conducted commercial enterprise on both a short- term (less than 30 days) and long- term (month to month or longer) basis.

(2) That the rental of Units is a commercial business governed by Ordinances of the Town of Estes Park; and, Unit owners have declared their operation as a business which must be licensed and qualified.

(3) That the presence of short-term occupants and tenants places a management burden and costs upon the Association not otherwise encountered with bare Unit ownership by reason of:

- (a) a lack of occupant and tenant familiarity with Association Declarations, Bylaws, Rules and Regulations;
- (b) tenant and occupant misuse of General Common Elements;
- (c) tenant and occupant lack of respect for the occupancy of adjoining and surrounding Unit owners;
- (d) knowing and persistent violation of occupancy, use, fire, safety and parking rules by occupants and tenants;

(e) and, the necessity of the Association to investigate the activity of occupants and tenants and rectify behavior above and beyond that encountered with owner occupied Units.

(4) Owner occupied Units should not bear the burden and expense of managing neighboring commercial enterprises; and no assessment has been made against any Unit in that regard. Costs incurred by the Association for the management of rental Units is not a common expense associated with the maintenance, repair, or replacement of a limited common element or any enumerated expense at Section 9.E. of the Declarations. Rather, the time and expense expended by the Association and its Board to govern and regulate tenant and landlord conduct is a unique cost associated solely with the commercial rental of Units and should be borne solely by the rental Unit and its owner as the beneficiary of the rents earned.

C. Authority. The Association by and through its Executive Board is empowered to impose reasonable rules and collect fees associated with the additional regulation and management of Unit rental businesses by reason of C.R.S. 38-33.3-302(1) (j), (o), (p) and (q), together with the authority vested in the Association and its Board in the Declarations and Bylaws.

2. RULES IMPOSED UPON RENTAL UNIT OWNERS

A. Information to be provided to the Association. On or before March 1, 2025, and on each anniversary thereafter, each Unit owner renting shall provide to the Association the following documentation:

- (a) Copy of the current Town of Estes Park (ToEP) License to operate the Unit as a Short-Term Rental Property (STRP) vacation home.
- (b) A signed Association Rental Compliance Form signed by the Unit owner (as sole proprietor, trustee, or Officer of an LLC or corporation) and the local representative, if the Unit is a Short-Term Rental Property, or property manager or agent for long term rentals. The Form shall be drafted and produced by the Association, provided to Unit owners, and shall apply to both short and long-term rental Units. The Form and attachments may be signed in counterparts by the owner and the representative or agent and submitted in pdf format via email to the Association.
- (c) Copy of Rental Agreement form that will be used. Applies to both short- and long-term rental Units.
- (d) Proof of Insurance in ACORD form, or an equivalent, indicating Commercial General Liability rental coverage of at least \$1,000,000 per occurrence. Applies to both short- and long-term rental Units.

B. Content of Rental Agreements. A written rental agreement is required which shall include at a minimum Tenant confirmation that they have read and agree to comply with sections of the Declaration and Association rules pertaining to Declaration Section 17, Occupancy, Unit Rentals, Parking and Safety (particularly the grill policy), Noise and Nuisance Control, and Short-Term Rentals, which may be either incorporated in the rental agreement or attached to it. Further, the rental agreement must address maintenance of quiet enjoyment by other Association Unit owners, that no pets are allowed short term, and proper use of facilities.

C. Estes Valley Resident Agent available 24/7 to Association/Change of Agent. The Local Representative or Agent named in the Town of Estes Park STRP license, and any Property Manager or Agent for Long-Term Rental, shall be continuously available and contractually able to act on behalf of the owner to immediately solve problems with the tenant or the Unit without owner involvement. The Unit Owner must notify the Association of any change of the Local Representative or Property Manager or Agent, together with updated contact information, prior to the Local Representative, Manager or Agent managing any rental to ensure that the Association has necessary contact information. A change of Local Representative, Manager, or Agent initiates a new registration event under section 2.A.(b) due on same day that the Association receives new management notification. The Unit Owner must provide a new and updated Association Rental Compliance Form signed by the Unit owner (as sole proprietor, trustee, or Officer of an LLC or corporation) and the new local representative, manager or agent because the guest rental agreement and website information may change under the new management. The Town of Estes Park Short- Term Rental Ordinance requires that the Local Representative respond within 30 minutes, which is adopted as a policy of the Association for both Short-Term and Long-Term rental management.

3. ASSOCIATION MANAGEMENT FEES

To defray the expense of and compensate the Association for commercial rental management the following fees are imposed:

A. Short-Term Rental. For Units rented for any period less than 30 days an annual fee of \$250.00 is charged, but waived if the annual registration is completed by March 1. Such fee is charged without regard to whether the Unit is registered or not with Town of Estes Park. The fee is billed with the annual dues statement, if known to the Association at that time, otherwise when discovered by the Association. The fee is due at the time of first quarterly dues payment, or 30 days after mailing if discovered later.

B. Long-Term Rental. For Units rented month to month or for any period more than 30 days an annual fee of \$250.00 is charged, but waived if the annual registration is completed by March 1. The fee is billed with the annual dues statement, if known to the Association at that time, otherwise when discovered by the Association. The fee is due at the time of first quarterly dues payment, or 30 days after mailing if discovered later.

C. Collection. Enforcement and collection of fees shall be made in the same manner as for Common Expense Assessments under Declaration Articles 9 and 16 and the Park River West Condominium Association, Inc. Policy for the Collection of Unpaid Assessments, as amended from time to time.

4. EFFECTIVE DATE

This Policy shall become effective on April 22, 2024.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Carol Primdahl, Secretary

This Policy was originally adopted by the Board of Directors at a regular meeting held on the 19th day of December, 2019, effective the 31st day of December, 2019, amended November 16, 2020, effective December 31, 2020, amended at the regular meeting held April 22, 2024, effective April 22, 2024, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Park River West Condominium Association, Inc.
Financial Internal Control Policies and Procedures
Adopted April 22, 2024

The following Financial Internal Control Policies and Procedures (“Policy”) governing financial operations of the Park River West Condominium Association, Inc. (“Association”) is adopted by the Association Board of Directors pursuant to C.R.S. 38-33.3-302(1)(a) and C.R.S. 33.3-303(1) at a meeting of the Board of Directors.

1. GENERAL

E. Statutes Superior to All. The provisions of the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act (“CCIOA”), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This Policy is subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Submission to Membership. This Policy shall be submitted to the Members of the Association at the 2024 Annual Meeting of the Members for ratification or amendment, as they shall consider appropriate. Pending submission or in the absence of action by the Membership, this policy shall govern.

C. Purpose of Policy. It is the purpose of this policy to provide some basic accounting controls so that the Board of Directors and homeowners can rely on the accuracy of financial records. These control measures are designed to provide a reasonable assurance that financial transactions are executed according to sound business practices, to assure that the financial resources of the Association are used for their intended purposes, and to protect the Association from misappropriation or misuse of those assets.

D. Contracting with Outside Accounting Consultant. As authorized by C.R.S. 33.3-303(4)(b)(I) the Board of Directors will contract with an independent and qualified firm or person to use generally accepted accounting practices in the preparation of financial statements of the Association. Such a person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the association’s financial statements, which shall be prepared using generally accepted accounting principles using a cash basis of accounting. Such person or firm shall hereinafter be referred to as “Bookkeeper.” A formal accounting audit of the Association conducted by a Certified Public Accountant shall not be required unless the Association has an annual budget of at least \$250,000 and an audit is requested by the owners of at least one-third of the units in the Association.²

E. General Practices on the Handling of Funds.

5. All funds received by the Association for the payment of dues, assessments, fines, penalties or from any other source shall be deposited in a bank or investment account registered with the Association.
6. No officer, director, Unit Owner, or other person shall deposit dues, assessments, fines, penalties, or funds from any other sources, received by or intended for the Association, in such person’s personal account or convert such funds to cash or other currency.
7. No checks of the Association shall be made out to “cash” and no withdrawal of funds from Association accounts may be made in cash.

C.R.S. 33.3-303(4)(b)(II)²

8. Requests for reimbursement of actual expenses incurred on behalf of the Association by an officer, director, Unit Owner, or other person shall be accompanied by original documentation or receipts by which the expense can be reasonably confirmed, and such reimbursements shall be made by check or bank-recorded transfer drawn on the Association account.

F. Fidelity or Surety Bond. The Association shall carry a fidelity or surety bond or other proper insurance coverage for any director or officer who handles Association funds. The amount of such a bond shall be not less than the year-end value of funds held in Association bank or investment accounts.

2. HANDLING OF REVENUE/RECEIPTS/ACCOUNTS RECEIVABLE.

- G. The Bookkeeper shall issue an annual statement for dues for the following year to each Unit Owner, electronically (if available) and/or by U.S. Mail, in December of each year and shall keep a separate account for each Unit Owner to post dues, fines and assessments paid by the Unit Owner during the year.
- H. Unit Owners shall pay dues annually, semi-annually, or quarterly by check mailed to the Association address at: P.O. Box 1405, Estes Park, CO 80517. The Bookkeeper or other designated Board member routinely checks the post office box and deposits the checks in the bank account of the Association held at the Bank of Colorado in Estes Park. All checks received shall be marked "For Deposit Only to the Account of the Payee," endorsed, and promptly deposited upon receipt. If available, deposits may be electronically made. Owners may also have dues, assessments, fines, or penalties automatically transferred from their personal accounts to the Association account at the Bank of Colorado or such other financial institution chosen by the Board of Directors. All payments received shall be posted by the Bookkeeper from reports generated by the bank.
- I. Cash will not be accepted for dues, assessments, fines, or penalties or for any accounts receivable owned to the Association. In lieu of cash, cashier's checks payable to the Association may be issued by a bank and delivered to the Association.
- J. Accounts receivable reports and/or a log showing receipts by the Association will be prepared by the Bookkeeper monthly and shall be promptly reported to the President and Treasurer of the Association. Delinquencies and any late fees assessed shall be reported by the Treasurer to the Board of Directors at its next meeting following receipt of the report from the Bookkeeper.
- K. The President, Treasurer, Bookkeeper, and any other Board member approved by the Board of Directors are authorized to receive and review bank statements or statements of investment accounts by which receipts and deposits from Owners and other third parties can be verified to determine they are equal to those receipts reported by the Bookkeeper.
- L. The Board of Directors must approve by formal action any cancellation and release of indebtedness owed to the Association.

3. DISBURSEMENTS.

- H. All accounts payable or requests for disbursements shall be independently reviewed by the President, Treasurer, or other member of the Board of Directors authorized by the Board to do so in the absence of the President or Treasurer. Each account payable must be supported by original documentation that justifies the purpose and amount of the payment or disbursement and is attached to the request. The President, Treasurer, and/or other director authorized by the Board of Directors to do so, in the absence of the President or Treasurer, shall review the account payable to determine its accuracy and

appropriateness and input it at the Association bank. After the bill is input at the bank, the President, Treasurer and or other director designated by the Board to do so, in the absence of the President or Treasurer, who did not do the initial approval and input to the bank, shall also review the account payable to determine its accuracy and appropriateness and then authorize the bank to make an electronic payment or issue a check in payment of the bill. In this manner, each account payable will be separately and independently reviewed and approved by at least two members of the Board of Directors.

- I. The Bookkeeper or other authorized person shall provide copies of any requests for payment received by the Association to the President and Treasurer upon receipt of them.
- J. The President and Treasurer shall advise the Bookkeeper which expenses are attributable to operating expenses and which are to be paid from reserves following the Association Budget and Reserve policy. Generally, capital expenses expected to last five years or longer may be paid from reserves.
- K. All disbursements shall be by check or by electronic transfers from the Association bank or financial institution and shall be documented so that the disbursements are accurately reflected on the Association bank or financial institution statements monthly. The President and Secretary shall review such bank or financial institution statements each month to verify that the disbursements are accurately recorded.
- L. Authorized Association check writers and persons authorized to make electronic payments from the Association bank account shall be the duly elected President and Treasurer of the Association. The election of such persons by the Board of Directors shall confer such check-writing authority on them.
- M. The Bookkeeper, who has responsibilities for the recording of financial transactions and preparation of financial statements, shall not have authority to write checks on behalf of the Association or make electronic transfers from the Association bank accounts.
- N. The Treasurer or the President shall report monthly to the Board of Directors all disbursements made by the Association between Board of Directors meetings.

6. **PURCHASES AND CONTRACTS.**

A. The Board of Directors shall prepare an annual budget segregating operating and reserve expenses and have it annually approved by the Association membership as required by the Declaration, Bylaws, the Association Reserve Policy, and Colorado law. Purchases and contracts authorized shall be consistent with the budget unless approved by formal action of the Board of Directors.

F. Unbudgeted expenses greater than the line item in the budget shall be reported by the Treasurer to the Board and must be approved by formal action of the Board of Directors. The approval of the Treasurer's report in which such expenses are reported shall be approval of such expenses by the Board of Directors.

G. If the Association uses a credit card, such card shall be issued only in the name of the Association and only the President or Treasurer shall use the credit card to pay authorized expenses exclusively incurred for Association purposes. The Board of Directors must approve by formal action the acquisition of an Association credit card and the credit limit on such a card. No personal expenses of an officer, director, owner, or Bookkeeper shall be paid using an Association credit card. Credit card statements shall be independently reviewed each month by the President and Treasurer to verify only authorized expenses have been appropriately paid.

H. The Board of Directors must specifically approve by formal action the authorization of an officer of the Board of Directors to enter into a contract, lease or commitment of the organization that is longer than one year and over \$10,000 unless included in the budget. The Association should obtain and document at

least three competitive bids for all purchases of goods and services greater than \$10,000 unless there are insufficient vendors in the area to give such bids. Without seeking competitive bids, the Association may contract with a vendor that provides unique skills or services or one with whom the Association has a long-standing business relationship. For these contracts, the Association must periodically evaluate the quality and cost of the services or products received from such vendors to ensure that the Association is receiving proper value for its contracts with unique of longstanding vendors.

7. **FINANCIAL RECORDS AND REPORTING.**

A. All financial books and records of the Association shall be kept in a secure location either on paper or electronically and in accordance with Association Declarations, Bylaws, Rules and Regulations and the provisions of federal and state law.

B. Budget, balance sheet and income statements shall be provided to the Board of Directors by the Treasurer at each regular meeting of the Board of Directors and to the Association membership at its annual meeting. Following the provisions of the Declarations, Bylaws, Rules and Regulation and federal and state law, any Unit Owner may reasonably request and be provided with the requested financial information or records of the Association. It is the intent of the Board of Directors to be completely transparent with Association owners on all financial matters. Any Association cost of providing such information may be appropriately billed to the requestor of such information.

C Nothing in this policy shall abrogate or waive the privileges and immunities of volunteer Officers or Directors of the Association in performing functions for the Association.

6. **EFFECTIVE DATE.** This Policy shall become effective on April 22, 2024.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Carol Primdahl, Secretary

This Policy was adopted by the Board of Directors at a regular meeting held on April 22, 2024, and is attested to by the Secretary of the Park River West Condominium Association, Inc.