Alcazar HOA – Governance Policies Summary (For Owners & Board)

The Association has started a process to approve and adopt a set of policies required under Colorado law to ensure transparency, fairness, and consistent operations. Below is a high-level overview of each policy and what it means for you.

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1. Records & Transparency Policy

What it does:
Ensures owners have access to important HOA records.

Key points:

- Owners can review financials, meeting minutes, governing documents, contracts, and reserve studies.
- A written request is required, submitted in advance.
- Some records (e.g., legal matters, confidential items) are restricted.
- Owner lists cannot be used for commercial or solicitation purposes.

Why it matters:
Promotes transparency while protecting sensitive information.

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2. Conduct of Meetings Policy

What it does:
Establishes rules for how HOA meetings are run.

Key points:

- Meetings follow a structured agenda and are led by the Board President (or designee).
- Owners may speak but must be recognized and are typically limited to ~5 minutes.
- Civility is required—no disruptions or personal attacks.
- Board meetings are open to owners (with some exceptions).
- Meetings are not to be recorded by attendees.

Why it matters:
Ensures meetings are productive, fair, and respectful.

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3. Alternative Dispute Resolution (ADR) Policy

What it does:
Encourages resolving disputes before legal action.

Key points:

- Owners and the HOA are encouraged to meet informally to resolve issues.
- ADR (like mediation) is encouraged but not required.
- Legal rights are preserved if informal resolution fails.

Why it matters:
Helps avoid costly and time-consuming legal disputes.

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4. Enforcement & Violation Process

What it does:
Outlines how rule violations are handled.

Key points:

- Owners receive written notice of violations.
- Typically a **30-day cure period** is provided.
- Fines may apply if not corrected.
- Owners have the right to challenge violations and request a hearing.
- Repeat violations can result in immediate fines.

Why it matters:
Provides a fair, consistent process for enforcing community rules.

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5. Collections Policy (Assessments)

What it does:
Explains how dues and unpaid balances are handled.

Key points:

- Assessments are due regularly (annually for Alcazar).
- Accounts become delinquent after 30 days.
- Possible consequences:
  - Interest (8%)
  - Collection costs
  - Suspension of voting rights
  - Liens and potential foreclosure (as allowed by law)
- Owners must be offered a **payment plan (up to 18 months)** before legal action.

Why it matters:
Ensures fairness while protecting the financial health of the HOA.

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6. Policy Adoption & Amendment Process

What it does:
Explains how new rules and policies are created.

Key points:

- Owners receive notice of proposed policies.
- Owners have **30 days to comment**.
- The Board can adopt or revise policies after the comment period.
- Owners can repeal policies with a majority vote.

Why it matters:
Gives owners a voice while allowing the Board to operate efficiently.

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7. Reserve Fund Investment Policy

What it does:
Guides how HOA reserve funds are invested.

Key points:

- Focus on **safety, liquidity, and low risk**.
- Investments are generally FDIC-insured or government-backed.
- Funds are structured to be available for future repairs.

Why it matters:
Protects long-term financial stability of the community.

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8. Reserve Study Policy

What it does:
Ensures planning for long-term maintenance.

Key points:

- Annual inspections of common elements.
- Reserve studies performed as needed.
- Helps determine funding for major repairs/replacements.

Why it matters:
Prevents unexpected costs and special assessments.

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9. Conflict of Interest Policy

What it does:
Ensures Board decisions are fair and unbiased.

Key points:

- Board members must disclose conflicts.
- Interested members may need to recuse themselves.
- Transactions must be fair and approved by disinterested members.

Why it matters:
Builds trust and protects the integrity of Board decisions.

Additional Forms & Owner Options

- **Records Request Form** – to access HOA documents
- **Complaint Form** – to report violations
- **Violation / Hearing Process Forms** – for notices and appeals
- **Payment Plan Agreement** – for delinquent accounts
- **Paperless Delivery Option** – receive HOA communications via email
- **Contact Info Authorization** – opt-in to share contact info with other owners

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Bottom Line

These policies are designed to:

- Increase **transparency**
- Ensure **fair and consistent enforcement**
- Protect **financial stability**
- Promote **owner participation and communication**

ALCAZAR HOMEOWNERS ASSOCIATION FKA ALQUEZAR HOMEOWNER'S ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING ASSOCIATION RECORDS

PURPOSE: To adopt a standard procedure to be followed regarding retention and inspection of Association records in compliance with Colorado Law and the Governing Documents.

AUTHORITY: The Governing Documents and Colorado Law.

The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented ("***Declaration***");
b. Plat Maps for Alcazar Homeowners Association, as amended ("***Map***");
c. Bylaws of Alcazar Homeowners Association, as amended ("***Bylaws***");
d. Articles of Incorporation for Alcazar Homeowners Association ("***Articles***");
e. Rules and Regulations of Alcazar Homeowners Association ("***Rules***");
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5 ("***RGPs***").

Colorado Law is comprised of:

a. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.; and
b. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***") codified at C.R.S. 7-121-102 et. seq.

EFFECTIVE DATE: 7/2, 2026.

RESOLUTION: The Alcazar Homeowners Association ("***Association***") hereby adopts the following Amended and Restated Policy Regarding Association Records ("***Policy***"), which replaces any prior policies regarding Association records. Any undefined term herein shall have the meaning provided for in the Governing Documents and Colorado Law.

I. RECORDS RETAINED

A. Records Retained for Copying and Inspection.

(1) The Association shall maintain the records set forth in this Section I (A) (1) and make said records available to all Owners as provided for in this Policy. These are the sole records of the Association for purposes of document retention and production to Owners:

(a) Detailed records of receipts and expenditures affecting the operation and administration of the Association;

(b) Records of claims for construction defects and amounts received pursuant to settlement of those claims subject to confidentiality agreements and not inclusive of attorney/client communications, work product, or Board of Directors discussions. Disclosure of sensitive documents shall not be required during the pendency of litigation, in the absence of a court order.

(c) Final Board of Directors approved minutes of all meetings of the Owners and Board of Directors, a record of all actions taken by the Owners or Board of Directors without a meeting, and a record of all actions taken by any committee of the Board of Directors;

(d) Written communications or the relevant portions thereof among, and the votes cast by, the Board of Directors that:

   (i) directly relate to an action taken by the Board of Directors without a meeting pursuant to C.R.S. 7-128-202; or

   (ii) directly relate to an action taken by the Board of Directors without a meeting pursuant to the Association's Bylaws.

(e) The names of Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, and showing the number of votes each Owner is entitled to vote, subject to the following limitations:

   (i) A membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner without prior written consent of the Board of Directors.

   (ii) Without limiting the general requirement of subparagraph (i) of this subsection (e), without the express written consent of the Board of Directors, an Owner list or any part thereof may not be:

      (A) Used to solicit money or property unless such money or property will be used solely to solicit the votes of Owners in an election to be held by the Association;

      (B) Used for any commercial purpose; or

      (C) Sold to or purchased by any person.

(f) The current Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Responsible Governance Policies adopted pursuant to C.R.S. 38-33.3-209.5, and other policies adopted by the Board of Directors;

(g) Financial statements as described in C.R.S. 7-136-106 for the past three (3) years and tax returns of the Association for the past seven (7) years, to the extent required by law to be retained or otherwise retained by the Association;

(h) A list of the names, electronic mail addresses, and physical mailing addresses of its current Board of Directors and Officers;

(i) The Association's most recent annual report delivered to the Secretary of State;

(j) Financial records sufficiently detailed to enable the Association to comply with C.R.S. 38-33.3-316(8) concerning statements of unpaid assessments;

(k) The Association's most recent Reserve Study;

(l) Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two (2) years. This pertains to final contracts executed by the Association and does not encompass negotiations and drafts;

(m) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Owners;

(n) Ballots, proxies, and other records related to voting by Owners for one (1) year after the election, action, or vote to which they relate;

(o) Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of Owners; and

(p) All written communications within the past three (3) years to all Owners generally as Owners.

B. Records Available Upon Request Subject to Charge.

(1) The records retained by the Association for inspection and copying per Section I (A) above are available for examination and copying by an Owner or the Owner's authorized agent upon submission of a written request to the Association, which describes with reasonable particularity the records sought. Certain Records might not be available until ninety (90) days after the beginning of the Association's fiscal year. The Association's Records Request form can be used for this purpose. Said request must be made at least ten (10) days prior to the requested inspection or production of the requested records documents. The Association will make the records requested available for inspection and copying during normal business hours or the next regularly scheduled Board of Directors meeting if the Board of Directors meeting occurs within thirty (30) days after the record request. The Association will not condition the production of records for copying and inspection upon the statement of a proper purpose.

(2) The Association may impose a reasonable charge, which may be collected in advance, to cover the costs of labor and material for providing copies of Association records. The charge will not exceed the estimated cost of production and reproduction of the records. The following documents will be provided without charge:

(a) The current Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Responsible Governance Policies adopted pursuant to C.R.S. 38-33.3-209.5, and other Policies adopted by the Board of Directors.

(3) An Owner's right to copy records under this Policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the Owner. The Association is not obligated to compile or synthesize information or create a record for an Owner.

C. Records That Can be Withheld from Inspection and Copying.

(1) The Association may withhold from inspection and copying records to the extent they are or concern:

(a) Architectural drawings, plans, and designs, unless released upon the written consent of any third-party legal owner of the drawings, plans, or designs;
(b) Contracts, leases, bids, or records related to transactions and negotiations to purchase or provide goods or services that are currently in or under negotiation;
(c) Communications with legal counsel that are protected by the attorney-client privilege or the attorney work product doctrine;
(d) Information, the disclosure of which would be in violation of law;
(e) Records of an executive session of the Board of Directors; and
(f) Individual Units other than those of the requesting Owner.

D. Records That Will Not be Provided for Inspection.

(1) The Association will not provide the following Records for inspection or copying:

(a) Personnel, salary, or medical records relating to specific individuals; or
(b) Personal identification and account information of Owners, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

E. No Commercial Purpose. The Association's records and the information contained within those records shall not be used for commercial purposes.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association in compliance with the Governing Documents and Colorado Law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: Melissa Murphy 6/22/26
President of the Board of Directors

ALCAZAR HOMEOWNERS ASSOCIATION
RECORDS REQUEST FORM

Alcazar Homeowners Association ("***Association***") maintains and makes available for inspection and copying the records per the Colorado Common Interest Ownership Act at C.R.S. 38-33.3-209.4 and 317 which are listed below ("***Records***").

Please note that the Association maintains a majority of the Records upon the Association website. Please check the website first for Records you desire to review. If the Records you desire to review are not on the website please check the box next to the Records you are seeking and submit this form to the Association as set forth below. The Association may assess a reasonable charge, payable in advance, to cover the costs of labor and material for copying.

RECORDS REQUESTED – PLEASE CHECK BOX

_____ Detailed records of receipts and expenditures affecting the operation and administration of the Association;

_____ Records of claims for construction defects and amounts received pursuant to settlement of those claims subject to confidentiality agreements and not inclusive of attorney/client communications, work product, or Board of Directors discussions. Disclosure of sensitive documents shall not be required during the pendency of litigation.

_____ Final Board of Directors approved minutes of all meetings of the Owners and Board of Directors, a record of all actions taken by the Owners or Board of Directors without a meeting, and a record of all actions taken by any committee of the Board of Directors;

_____ Written communications or the relevant portions thereof among, and the votes cast by, Board of Directors Members that are:

(i) Directly related to an action taken by the Board of Directors without a meeting pursuant to C.R.S. 7-128-202; or
(ii) Directly related to an action taken by the Board of Directors without a meeting pursuant to the Association's Bylaws.

_____ The current Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Responsible Governance Policies adopted pursuant to C.R.S. 38-33.3-209.5, and other policies adopted by the Board of Directors;

_____ Financial statements as described in C.R.S. 7-136-106, for the past three (3) years and tax returns of the Association for the past seven (7) years, to the extent available;

_____ A list of the names, electronic mail addresses, and physical mailing addresses of its current Board of Directors Members and Officers;

_____ Most recent annual report delivered to the Secretary of State, if any;

_____ Financial records sufficiently detailed to enable the Association to comply with C.R.S. 38-33.3-316(8) concerning statements of unpaid assessments;

_____ The Association's most recent Reserve Study, if any;

_____ Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two (2) years. This pertains to final contracts executed by the Association and does not encompass negotiations and drafts;

_____ Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Owners;

_____ Ballots, proxies, and other records related to voting by Owners for one (1) year after the election, action, or vote to which they relate;

_____ Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of Owners;

_____ All written communications within the past three (3) years to all Owners generally as Owners. The date on which the Association's fiscal year commences;

_____ The Association's operating budget for the current fiscal year;

_____ A list, by Unit type, of the Association's current assessments, including both regular and special assessments;

_____ Association's annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;

_____ The results of the Association's most recent available financial audit or review;

_____ A list of all Association insurance policies, including, but not limited to, property, general liability, Association Director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.

_____ List of the names of all Owners and the physical mailing addresses, NOT electronic email addresses, at which the Association communicates with them, and showing the number of votes each Owner is entitled to vote subject to the following limitations:

(i) Owner understands and agrees that pursuant to the Colorado Common Interest Ownership Act, at C.R.S. 38-33.3-317(2)(b)(I) and (II), the Membership List may not be obtained or used for any purpose unrelated to my interest as an Owner without the prior express consent of the Board of Directors. Owner further understands and agrees that, without limiting the generality of the foregoing, the Association's Membership List may not be:

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

In the event the Membership List is used in violation of the these limitations, undersigned Owner will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use. Owner may additionally be subject to any and all enforcement procedures available to the Association through its Governing Documents and Colorado Law.

The Association is not obligated to compile or synthesize information or create a record for an Owner. This form may be submitted by mail or in person to:

Understood and agreed to by:

______________________________ Date: ________________________

Owner

______________________________ Date: ________________________

Owner

____

Address

____

ALCAZAR HOMEOWNERS ASSOCIATION FKA ALQUEZAR HOMEOWNER'S ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING CONDUCT OF MEETINGS

PURPOSE: To adopt a procedure for the Association to follow for conduct of meetings.

AUTHORITY: The Governing Documents and Colorado Law.

The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented;
b. Plat Maps for Alcazar Homeowners Association, as amended;
c. Bylaws of Alcazar Homeowners Association, as amended;
d. Articles of Incorporation for Alcazar Homeowners Association;
e. Rules and Regulations of Alcazar Homeowners Association;
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5.

Colorado Law is comprised of:

a. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.; and
b. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***") codified at C.R.S. 7-121-102 et. seq.

EFFECTIVE DATE: 7/2, 2026.

RESOLUTION: Alcazar Homeowners Association ("***Association***") adopts the following Amended and Restated Policy Regarding Conduct of Meetings ("***Policy***") in compliance with C.R.S. 38-33.3-209.5(1) (b) (III). Any capitalized terms not expressly defined herein shall have the meaning subscribed to them in the Governing Documents and Colorado Law.

I. MEETINGS OF THE OWNERS

1. Annual Meetings. Annual Meetings of the Members shall be held each year as per the Bylaws and may be held via remote means.

2. Special Meetings. Special Meetings of the Members may be called pursuant to the Bylaws and may be held via remote means.

3. Meeting Notices. Notice of meetings shall be provided per the Governing Documents. **For Owners that request notice via electronic mail, which shall be the sole method of delivery.**

4. Action Without a Meeting. Action without a meeting may occur per the Bylaws and Colorado Law.

5. Conduct of Owner Meetings. All Owner meetings shall be governed by the following rules of conduct and order:

a. The President of the Board of Directors or designee shall chair all Owner meetings ("***Chair***").
b. All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).
c. The Meeting shall be opened by the Chair and a roll call taken.
d. The Meeting agenda will be followed unless the Board of Directors approves an item being taken out of order.
e. Anyone wishing to speak must first be recognized by the Chair.
f. Only one person may speak at a time.
g. Each person who speaks shall first state his or her name and Unit number.
h. Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him or her.
i. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
j. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
k. Each person shall be given a maximum of five (5) minutes to make a statement or to ask questions. Such time limit to make a statement or ask questions may be reasonably increased or decreased by the Chair, based on time available or the nature of the topics at issue, with such adjustments to be as uniform as feasible for all persons addressing the meeting. The intended purpose is to allow comments and discussion to occur but to control timing and presentation process. This will ensure that the Meeting remains on point without unnecessary and redundant statements or argument.
l. All actions and/or decisions will require a first and seconded motion.
m. Once a Motion is made and seconded, the Chair may take further comment or submit the Motion to a vote. The Motion will proceed to vote unless and until the person making the Motion withdraws or amends the Motion and the amended Motion is first and seconded. At that juncture, a withdrawn Motion will be null and void and will not proceed to vote and an amended Motion shall proceed to vote with the original Motion to be null and void.

n. Once a vote has been taken, there will be no further discussion regarding that topic.
o. So as to allow for and encourage full discussion by Owners, no meeting may be audio, video, or otherwise recorded by an Owner or Owner representative. The Association may record a meeting for the purpose of creating and editing minutes and in such event the Association has no obligation to maintain the recording as the written minutes shall constitute the record of the meeting. Minutes of actions taken at the meeting shall be maintained by the Association per the Governing Documents and Colorado Law.
p. Anyone materially disrupting the meeting, as reasonably determined by the Chair, shall be asked to "come to order." Anyone who does not come to order may be requested to immediately leave the meeting.
q. The Chair may establish such additional rules of order as may be reasonably necessary from time to time.

II. BOARD OF DIRECTORS MEETINGS

1. General. Meetings of the Board of Directors shall be called and conducted in accordance with the Governing Documents and Colorado Law. All regular and special meetings of the Board of Directors, or any committee thereof, shall be open to attendance by all Members of the Association or their representatives. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all Members or their representatives upon request or via posting on the Association website, if one exists.

2. Conduct of Order. All Board of Directors meetings shall be generally governed by the following rules of conduct and order:

a. The President of the Board of Directors, or designee, shall chair all Board of Directors meetings.
b. The Meeting shall be opened by the Chair and a roll call taken.
c. All persons who attend a meeting of the Board of Directors shall be required to sign in, listing their name and Unit address.
d. The Meeting agenda will be followed unless the Board of Directors approves an item being taken out of order.
e. All Members or their representative will be given an opportunity to speak as provided for below prior to any vote on a Motion by the Board of Directors.
f. The Board of Directors may also, at its discretion, permit comments at a Member forum held at the commencement or end of the Board of Directors Meeting.
g. Non-Board Members shall not speak at the Board of Directors Meeting unless it occurs per Section 2(c) and (d) above or recognized first by the Chair after a show of hand.
h. Anyone desiring to speak, including Board of Directors Members, shall first be recognized by the Chair.
i. Only one person may speak at a time.

j. Each Non-Board Member speaking shall first state his or her name and Unit address.
k. Those persons shall be permitted to speak without interruption from anyone as long as these rules are followed.
l. Comments and discussion are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
m. All proposed actions of the Board of Directors will require from the Board of Directors a Motion first and seconded before the Motion can proceed to vote.
n. After a motion and second has been made on any matter but prior to a vote by the Board of Directors Members, Members present at such time shall be afforded an opportunity to speak on the motion if that opportunity has not already been provided as follows:

    1. <u>Show of Hands</u>. The Chair will ask those Members or Member representatives present to indicate by a show of hands who wishes to speak in favor of or against the motion. The Chair will allow each Member who raised a hand to speak for up to five (5) minutes unless the Board of Directors grants a longer time period, to speak or to ask questions. Questions are not required to be answered by the Board if:

        i. the question is inflammatory and not directed at the issue up for vote;
        ii. the response would infringe upon attorney/client confidentiality; or;
        iii. the response falls within any of the other matters that are permitted to be addressed in Executive Session as provided for in Section 5 below. Such time limit to speak or ask questions may be reasonably increased or decreased by the Chair, but any such adjustment shall be as uniform as feasible for all persons addressing the meeting.

o. Following Member input, the Chair will declare Member input closed and there shall be no further Member participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Member participation.
p. No meeting of the Board of Directors may be audio, video or otherwise recorded except by the Board of Directors to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association but recordings for the purpose of preparing the minutes are not required to be maintained by the Association.
q. Anyone materially disrupting the meeting, as reasonably determined by the Chair, shall be asked to "come to order." Anyone who does not come to order may be requested to immediately leave the meeting. Board of Directors meetings may be conducted telephonically.

3. Remote Meetings. Meetings of the Board of Directors may be conducted in person, via conference call, via electronic means or via any other method permitted by the Governing Documents and Colorado Law and which allows participation by the Board of Directors Members and Members. Action in Lieu of a Meeting may occur per the Governing Documents and Colorado Law.

4. Action Without a Meeting. The Board of Directors may take action without a Meeting per Section 3.15 of the Bylaws. As such action is occurring without a Meeting, aspects of the Governing Documents related to the conduct of a Board meeting, such as Owner comment, are not applicable.

5. Waiver of Notice. Attendance at a Meeting shall constitute a waiver of notice unless, at the beginning of the meeting or promptly upon the Board of Directors Member or Members later arrival, the Board of Directors Member or Member objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter participate in the Meeting.

III. Executive Closed Door Sessions of the Board.

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

a. Matters pertaining to employees of the Association or the managing agent's contract, or involving the employment, promotion, discipline, or dismissal of an Officer, agent, or employee of the Association;
b. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
c. Investigative proceedings concerning possible or actual criminal misconduct;
d. Matters subject to specific constitutional, statutory or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
e. Any matter the disclosure of which could constitute an unwarranted invasion of individual privacy; or
f. Review of or discussion relating to any written or oral communication from legal counsel.

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

3. Announcement. Prior to the time the Members of the Board of Directors or any committee thereof convene an executive session, the chair of the body shall announce the general matter of the discussion.

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

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

IV. VOTING.

1. Secret Ballots For Contested Election of Board of Directors Members. Votes for contested positions on the Board of Directors shall be taken by secret ballot. Ballots shall be counted by a neutral third party, who can be the management company or by a Member who is not a candidate, who attends the meeting at which the vote is held and who is selected at random from a pool of two or more such Members. The results of the vote shall be reported without reference to names, addresses or other identifying information of the voters.

2. Uncontested Elections. In the event there is only one Member running for any particular open Board of Directors position at the time of the vote, the need for a vote and secret ballot shall be obviated and the Member nominated for the seat shall be deemed to be elected by acclamation.

3. Other Matters. At the discretion of the Board or upon the request of twenty percent (20%) or more of the Members present at the meeting in person or by proxy, if a quorum has been achieved, a vote on any matter affecting the Association on which all Members are entitled to vote shall be by secret ballot.

4. How Owners May Vote.

   a. Generally. Votes allocated to a Unit may be cast as provided for in the Governing Documents and Colorado Law.

   b. Voting by Joint Owners or by an Entity. Voting when more than one person holds an interest in a Unit, or a Unit is owned by an entity shall occur per the Governing Documents and Colorado Law. The Association can require submittal of a Designation of Voting Owner.

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

d. No Liability. The Association and its Officer(s) or agent(s) who accept or reject a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of this section are not liable in damages for the consequences of the acceptance or rejection.

e. Required Court Ruling. Any action of the Association based on the acceptance or rejection of a vote, consent, written ballot waiver, proxy appointment, or proxy appointment revocation under this section is valid unless a court of competent jurisdiction determines otherwise.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association in compliance with the Governing Documents and Colorado Law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: Melissa Murphy 7/2/26
President of the Board of Directors

ALCAZAR HOMEOWNERS ASSOCIATION
DESIGNATION OF VOTING OWNER FOR UNIT OWNED BY CORPORATE ENTITY

Undersigned is an authorized representative of the corporate entity Owner of Unit No. ______ and, on behalf of such Owner hereby designates ____________________________ as the authorized person to cast votes by person or proxy at any meeting of Alcazar Homeowners Association ("***Designated Voting Owner***"). The mailing and electronic addresses of the Designated Voting Owner for correspondence and/or sending a proxy and ballot are as follows:

____

____

____.

Undersigned represents that he/she/they are authorized to make this appointment and Alcazar Homeowners Association may rely on this representation. This Designation of Voting Owner for Lot Owned by Corporate Entity shall remain valid and may be relied upon by Alcazar Homeowners Association until revoked in writing by proper corporate authority, proof of which shall be provided to the Association at the time of revocation of this appointment.

Dated this ______ day of ______________________, 202__.

Corporate Owner(s):
Name of Entity:

____

By: ________________________________

Signatory Authority:

____

ALCAZAR HOMEOWNERS ASSOCIATION

ELECTION OF OWNER FOR PAPERLESS DELIVERY

By execution below, the undersigned constitutes the Owner(s) of Unit No.________ at Alcazar Homeowners Association and authorizes PAPERLESS DELIVERY of all Association documents and correspondence, meeting notices, including Annual Meeting Notices, and mailings from the Association at the discretion of the Association. Owner understands and agrees that by making this paperless election, Owner is expressly waiving any requirements within applicable Colorado Statutes or the Association Governing Documents for delivery by other means and Owner understands and agrees that Owner may no longer receive mailings by the Association other than in paperless form.

Owner understands and agrees that paperless delivery encompasses the Association's website. All Association Member meeting notices will be delivered to Owner electronically at the email address provided below. Owner understands that it is the sole obligation of Owner to inform the Association of any changes to the electronic address being provided by Owner below in the same manner as required to notify the Association of a change in address.

The paperless address of the Owner for all notices, correspondence and/or sending a proxy and ballot is as follows:

____.

Dated: ________________________________, 202__

OWNER(S):

____

____

____

____

ALCAZAR HOMEOWNERS ASSOCIATION FKA ALQUEZAR HOMEOWNER'S ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)

PURPOSE: Adoption of a procedure regarding Alternative Dispute Resolution ("***ADR***") for Alcazar Homeowners Association ("***Association***").

AUTHORITY: The Governing Documents and Colorado Law.

The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented;
b. Plat Maps for Alcazar Homeowners Association, as amended;
c. Bylaws of Alcazar Homeowners Association, as amended;
d. Articles of Incorporation for Alcazars Homeowner Association;
e. Rules and Regulations of Alcazar Homeowners Association;
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5.

Colorado Law is comprised of:

a. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.; and
b. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***") codified at C.R.S. 7-121-102 et. seq.

EFFECTIVE DATE: 7/2, 2026.

RESOLUTION: The Association hereby adopts the following Amended and Restated Policy Regarding Alternative Dispute Resolution ("***Policy***") in compliance with C.R.S. 38-33.3-209.5. All capitalized terms not defined herein shall have the definitions designated to them in the Governing Documents or Colorado Law.

1. The processes delineated in the Amended and Restated Policy Regarding Enforcement of Covenants and Rules with Related Notice and Hearing Procedures and Schedule of Fines ("***Enforcement Policy***") governs the assessment of fines for a violation of the Governing Documents and may also be utilized by the Board of Directors at its discretion for any enforcement action that does not involve a fine.

2. In the event of any dispute involving the Association and an Owner not governed by the Enforcement Policy and/or in conjunction with enforcement processes, Owners are invited

and encouraged to meet with the Board of Directors and/or any committee appointed by the Board of Directors to resolve any dispute informally. Such a meeting may occur telephonically.

4. Nothing in this Policy shall be construed to require any specific form of ADR, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party under the Governing Documents and Colorado Law.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association in compliance with the Governing Documents and Colorado Law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: Melissa Murphy 7/2/26
President of the Board of Directors

ALCAZAR HOMEOWNERS ASSOCIATION FKA ALQUEZAR HOMEOWNER'S ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING ENFORCEMENT OF COVENANTS AND RULES WITH RELATED NOTICE, CURE, IMPARTIAL FACT-FINDING PROCEDURES AND SCHEDULE OF FINES

PURPOSE: To provide an amended Policy to comply with recent statutory changes to CCIOA to address Emergent and Non-Emergent Violations, as defined below, of the Governing Documents and assessment of fines (collectively a "***Violation***").

AUTHORITY: The Governing Documents and Colorado Law.

The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented ("***Declaration***");
b. Plat Maps for Alcazar Homeowners Association, as amended ("***Map***");
c. Bylaws of Alcazar Homeowners Association, as amended ("***Bylaws***");
d. Articles of Incorporation for Alcazar Homeowners Association;
e. Rules and Regulations of Alcazar Homeowners Association;
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5.

Colorado Law is comprised of:

1. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.; and
2. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***") codified at C.R.S. 7-121-102 et. seq.

EFFECTIVE DATE: 7/2________, 2026.

RESOLUTION: Alcazar Homeowners Association ("***Association***") hereby adopts the following Amended and Restated Policy Regarding Enforcement of Covenants and Rules with Related Notice, Cure, Impartial Fact-Finding Procedures and of Schedule of Fines ("***Policy***"). This Policy takes the place of any prior policies regarding enforcement and fines. Any undefined term herein shall have the meaning provided for in the Governing Documents.

I. GENERAL

1. <u>Who is Subject</u>. Owners and their Guests are subject to the Governing Documents. Only Owners are entitled to the notice and hearing provisions herein. For purposes of this Policy, the term "***Guest***" shall collectively mean any individual who is present at the Property with the express or implied invitation of an Owner including, without limitation, agents, business invitees, clients, customers, contractors, employees, friends, acquaintances, family members, relatives, renters, lessees, or tenants of Owner or any other person other than an Owner.

2. Conflicts Between Documents. The Governing Documents are intended to be interpreted and read in a harmonious manner to promote organic and fluid governance. In the event of a true conflict between this Policy and the Declaration, Bylaws or Plat Maps ("***Key Governing Documents***"), the Key Governing Documents shall control. In the event of a true conflict between this Policy and Colorado Law, Colorado Law shall govern. In the event of a true conflict between this Policy and any other Governing Documents, the more specific policy or rule shall govern.

3. Inspections. The Association is entitled to inspect a Unit in order to address if a Violation has occurred or has been cured. Owners shall provide the Association with reasonable access to their Unit for such purposes in order to meet any inspection time frames required herein and under Colorado Law.

II. IMPARTIAL FACT-FINDING PROCEDURES

4. Owner Complaint. An Owner may submit a written Complaint to the Board of Directors regarding a Violation. No anonymous Complaints will be accepted. The Complaint form can typically be found on the Association website. The Complaint shall not be used for personalized attacks. Only Owner Complaints submitted in this manner will be addressed by the Board of Directors. The Board of Directors will review any properly submitted Owner Complaint as provided for in this Policy. The Complaint shall:

a. Set forth the nature of the allegations related to the alleged violation along with all facts the Board of Directors should consider, including whether the Violation is an Emergent Violation. If not designated on the Complaint form, the Violation shall be deemed Non-Emergent;
b. Should include any supporting documents; and
c. Must be signed and dated by the complaining Owner.

5. Board of Directors Action. The Board of Directors may also directly raise and address a Violation per the Governing Documents without receipt of an Owner Complaint.

6. Impartial Fact-Finding Process. Any alleged Violation is subject to the fair and impartial fact-finding process provided for in this Policy in order to determine whether the alleged Violation actually occurred and whether an Owner is the one who should be responsible for the Violation ("***Impartial Process***"). Accordingly, any Owner may take advantage of the Impartial Process by submitting a written challenge to a Violation ("***Challenge***") in the manner and timeframe provided for in the notice regarding the Violation. Unless otherwise provided in any such notice, the time period for submitting a Challenge is fifteen (15) days from the date the notice of the Violation is deemed served per Paragraph 12, for Emergent Violations, and Paragraph 14 for Non-Emergent Violations. In the event of an Emergent Violation, the Association is entitled take steps to remedy the Emergent Violation if not cured by the Owner per Article III prior to the Challenge process, with the Challenge process then addressing allocation of costs and fines.

7. Challenge Hearing. The Challenge may request a hearing before an Impartial Decision Maker as addressed further in Section II (6) below ("***Challenge Hearing***"). The Challenge shall at a minimum provide for the following:

a. Owner Name and Unit number;
b. Basis for the Challenge; and
c. Whether or not a hearing is requested before an Impartial Decision Maker.

8. Failure to Timely Submit a Challenge. If an Owner fails to timely submit a Challenge, the Board of Directors may proceed with addressing the Violation without conducting a Challenge Hearing.

9. Challenge Hearing. If an Owner timely submits a Challenge requesting a Challenge Hearing, the Board of Directors shall select an Impartial Decision Maker to hear the Challenge. An Impartial Decision Maker ("***Decision Maker***") shall be a person or group of persons who have authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations and whom do not have any direct personal or financial interest in the outcome of the Challenge Hearing. A Decision Maker shall not be deemed to have a direct personal or financial interest in the outcome if the Decision Maker will not, as a result of the outcome of the Challenge Hearing, receive any greater benefit or detriment than will the general membership of the Association. The Decision Maker may be a member(s) of the Board of Directors. The Challenge Hearing shall afford the alleged violator a reasonable opportunity to be heard by the Decision Maker. Written documentation may be requested by the Decision Maker or submitted to the Board of Directors for dissemination to the Decision Maker. The Hearing may be held via remote means. Notice of the Challenge Hearing ("***Hearing Notice***") shall provide the time, place, and format for the Challenge Hearing, the name(s) of the Decision Maker along with an invitation to the alleged violator to attend the Challenge Hearing and produce any statements, evidence, and witnesses. The Hearing Notice shall be provided to an Owner via certified mail, return receipt requested, to the Owner's mail address on file with the Association and also via e-mail, if the Association has an e-mail address on file because the Owner has provided the e-mail address to the Association.

III. VIOLATIONS THAT THREATEN PUBLIC HEALTH OR SAFETY.

10. Emergent Violation. If the Board of Directors reasonably determines that a Violation has occurred which threatens public safety or health ("***Emergent Violation***"), a Notice of Emergent Violation shall be provided to the violating Owner ("***Respondent***"). The Notice of Emergent Violation shall:

a. State the nature of the alleged Emergent Violation;
b. Provide that the Respondent has seventy-two (72) hours to cure the Emergent Violation (or such longer time as the Board of Directors may determine);
c. Provide the action(s) required to cure the alleged Emergent Violation;
d. Set forth the fines and penalties that may be assessed if the Emergent Violation is not timely cured;
e. Provide the name, address, and telephone number of a person to contact to Challenge the proposed action;
f. Provide the timeline for the Challenge process, including requesting a Challenge Hearing;

g. If an Owner has indicated a preference for correspondence and notices per C.R.S. 38-33.3-209.5 (1.7) (a)(I) to be provided in a language other than English, the Notice of Emergent Violation shall be provided in English and the preferred language.

11. Failure to Cure. If, after an inspection, the Association determines that an Owner has not cured the Emergent Violation within seventy-two (72) hours after receiving the Notice of Emergent Violation, or such longer time as may have been provided for in the Notice of Emergent Violation, the Association may remedy the Emergent Violation and allocate the cost to the Owner (subject to the Owners right to Challenge the cost allocation), impose fines on the Owner as provided for below, and/or take legal action against the Owner for the Emergent Violation. Foreclosure actions for fines are currently not permitted by Colorado Law.

12. Notice of Emergent Violation. Notice of an Emergent Violation shall be provided to an Owner via e-mail, if the Association has an e-mail address on file because the Owner has provided the e-mail address to the Association. The Association shall also attempt to contact the Owner via text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association. If the Association does not have an email address on file because the Owner has not provided an e-mail address to the Association, the Notice of Emergent Violation shall be posted upon the Unit door and the Association shall also attempt contact the Owner via text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association. If no such cellular number has been provided to the Association, a copy shall be sent via first class mail to the address for the Owner that the Association has on file. Service of the Notice of Emergent Violation shall be deemed to have occurred the day notice is provided per this Section.

IV. VIOLATIONS THAT DO NOT THREATEN PUBLIC HEALTH OR SAFETY

13. Non-Emergent Violation. If the Board of Directors reasonably determines that a Violation has occurred which does not threaten public safety or health ("***Non-Emergent Violation***"), a Notice of Non-Emergent Violation shall be provided to the violating Owner ("***Respondent***"). The Notice of Non-Emergent Violation shall:

a. State the nature of the alleged Non-Emergent Violation;
b. Provide that the Respondent has thirty (30) days to cure the Non-Emergent Violation, or such longer time as the Board of Directors may provide for in the Notice of Non-Emergent Violation ("***Cure Period***");
c. That the Association, after conducting an inspection and determining that the Owner has not cured the Non-Emergent Violation, may then fine the Owner, not to exceed $500.00 total for the Non-Emergent Violation;
d. Provide that the Association may commence legal action regarding the Non-Emergent Violation if the Non-Emergent Violation is not cured within sixty (60) consecutive days from the date of the Notice of Non-Emergent Violation;
e. Provide the action(s) required to cure the Non-Emergent Violation. This can include the cure being cited as not having the Non-Emergent Violation occur again, which is applicable to Non-Emergent Violations that may occur sporadically such as regarding parking or rental regulations;

f. Set forth the fines and penalties that may be assessed if the Non-Emergent Violation is not timely cured;
g. Provide the name, address, and telephone number of a person to contact to Challenge the proposed action;
h. Provide the timeline for the Challenge process including requesting a Challenge Hearing;
i. If an Owner has indicated a preference for correspondence and notices per C.R.S. 38-33.3-209.5 (1.7) (a)(I) to be provided in a language other than English, the Notice of Non-Emergent Violation shall be provided in English and the preferred language.

14. Notice of Non-Emergent Violation. Notice of Non-Emergent Violation shall be provided to an Owner via certified mail, return receipt requested, to the Owner's mail address on file with the Association and also via e-mail, if the Association has an e-mail address on file because the Owner has provided the e-mail address to the Association. Service of the Notice of Non-Emergent Violation shall be deemed to have occurred three (3) days after the Notice of Non-Emergent is provided per this Section.

15. Cure Process. If the Owner cures the Non-Emergent Violation within the Cure Period, the Owner may notify the Association of the cure ("Cure Notice") in the same manner as a Challenge would be submitted and, if the Owner sends with the Cure Notice visual evidence that the Non-Emergent Violation has been cured, the Non-Emergent Violation is deemed cured on the date that the Owner sends the Cure Notice, subject to the Cure being that the Non-Emergent Violation does not occur again. If the Owner's Cure Notice does not include visual evidence that the Non-Emergent Violation has been cured, the Association shall inspect the Unit, or if the Non-Emergent Violation is not in relation to the Unit inspect whether the Non-Emergent Violation has been cured, as soon as practicable to determine if the Non-Emergent Violation has been cured. If the Association does not receive a Cure Notice from the Owner that the Non-Emergent Violation has been cured within the Cure Period, the Association shall inspect the Unit within seven (7) days after the expiration of the Cure Period to determine if the Non-Emergent Violation has been cured, or if the Non-Emergent Violation is not in relation to the Unit, inspect whether the Non-Emergent Violation has been cured. Failure by an Owner to provide access to a Unit for inspection purposes can effectuate a waiver of the inspection. If, after the inspection or attempted inspection, and whether or not the Association received a Cure Notice, the Association determines that the Non-Emergent Violation has not been cured, the Association may take legal action after a total of sixty (60) consecutive days have passed since the date of the Notice of Non-Emergent Violation was deemed provided per Paragraph 14, which is in addition to the fines which may be levied after expiration of the Cure Period.

V. ACTIONS AFTER CURE.

16. After Cure. Once an Owner cures an Emergent Violation or Non-Emergent Violation, the Association shall notify the Owner, in English and in any language that the Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-033.3-209.5 (1.7) (a)(I) that:

a. the Owner will not be further fined with regard to the Violation. The Owner may be advised that subsequent Violations of the same nature and kind can be subject to fines in an escalating scale; and
b. of any outstanding fine balance that the Owner still owes the Association.

17. Notice of Assessments, Fines, Fees, and Charges. On a monthly basis and by first-class mail and, if the Association has the relevant Owner e-mail address, by e-mail, an Association shall send to an Owner who has any outstanding balance owed to the Association an itemized list of all Assessments, fines, fees, and charges that the Owner owes to the Association. The Association shall send the itemized list to the Owner in English or in any language for which the Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7) (a)(I) and to any designated contact that the Owner has provided per the Association's Amended and Restated Collection Policy.

VI. FINE SCHEDULE.

18. Uncured Emergent Violations. For Emergent Violations that are not cured as provided for herein, the following fine schedule is applicable, subject to the discretion of the Board of Directors based upon the facts of the Emergent Violation ("***Uncured Emergent Violation***"). These monetary fines are in addition to any actual damages, claims, legal remedies, attorney's fees or related costs and expenses that may be the responsibility of the offending Owner, including Association costs to remedy the Emergent Violation:

a. The Association may fine the Owner up to $500.00 every other day until the Emergent Violation is cured.

19. Uncured Non-Emergent Violations. The following is the monetary fine schedule for Non-Emergent Violations that are not cured as provided for herein, subject to the discretion of the Board of Directors based upon the facts of the Non-Emergent Violation ("***Uncured Violation***"). Monetary fines are in addition to any actual damages, claims, legal remedies, attorney's fees or related costs and expenses that may be the responsibility of the offending Owner, including Association costs to remedy the Non-Emergent Violation:

a. *Design Review and Construction Violations* – Each Non-Emergent Violation - $500.00;
b. *General Fine Schedule* – for Uncured Violations for which there is no other fine schedule the following is applicable:

    i. First time the type of Non-Emergent Violation occurs – warning letter;
    ii. Second time the type of Non-Emergent Violation occurs - $250.00;
    iii. Third and subsequent times the type of Non-Emergent Violation occurs - $500.00.

VII. ATTORNEY FEES. The Board of Directors may engage legal counsel at any time for advice and assistance. If the fact-finding process provided for herein leads to a determination that an Owner is responsible for a Violation, the Association may seek reimbursement from the Owner for costs and attorneys' fees incurred by the Association without the necessity of commencing a legal proceeding per C.R.S. 38-33.3-123.

VIII. ALTERNATIVE DISPUTE RESOLUTION. The Association may propose to address disputes in alternative ways as provided for in the Association's Alternative Dispute Resolution Policy and if agreed to by the offending Owner, can occur in lieu of or addition to the processes herein.

IX. MISCELLANEOUS.

20. Non-Exclusive Remedies. The remedies set forth are cumulative and non-exclusive.

21. No Waiver. The failure of the Board of Directors, managing agent of the Association or aggrieved Owner to enforce the Governing Documents shall not be deemed a waiver of the right to do so for any subsequent violations or a waiver of the right to enforce any other part of the Governing Documents.

22. No Liability. No member of the Board of Directors or the managing agent or any Owner shall be personally liable to any other Owner for the failure to enforce any of the Governing Documents at any time.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association in compliance with the Governing Documents and Colorado Law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: Melissa Murphy
President of the Board of Directors

ALCAZAR HOMEOWNERS ASSOCIATION
NOTICE OF NON-EMERGENT VIOLATION OF GOVERNING DOCUMENTS, OPPORTUNITY TO CURE AND IMPARTIAL FACT-FINDING PROCEDURES

The Board of Directors of Alcazar Homeowners Association("***Association***") has determined that a Violation of the Association's Governing Documents has occurred. This Notice of Violation, Opportunity to Cure and Impartial Fact-Finding Procedures is being provided per the Association's Amended and Restated Policy Regarding Enforcement of Covenants and Rules with Related Notice, Cure, Impartial Fact-Finding Procedures and of Schedule of Fines ("***Policy***"). See the Policy for details. **PLEASE REVIEW THIS NOTICE IN DETAIL AS IT SETS FORTH THE NATURE OF THE NON-EMERGENT VIOLATION, REQUIRED ACTIONS AND TIMING TO CURE THE VIOLATION(S), FINES THAT CAN BE IMPOSED AND THE PROCESS BY WHICH YOU CAN PROTEST THIS NOTICE.**

A. Date of Notice:

B. To:

C. Nature of Non-Emergent Violation:

D. Notice to Cure: You have thirty (30) days to cure the Non-Emergent Violations addressed above in the manner provided for below ("***Cure Period***"). The Cure Period commences three (3) days after the Date of this Notice set forth above;

E. Actions Required to Cure the Non-Emergent Violation:

F. Cure Notice:

You may notify the Association during the Cure Period that you have cured the Non-Emergent Violation ("***Cure Notice***") via any of the methods to contact the Association provided for below. If you provide visual evidence that the Non-Emergent Violation has been cured with your Cure Notice, the Non-Emergent Violation is deemed cured on the date you sent the Cure Notice, subject to the Cure being that the Non-Emergent Violation does not occur again. If your Cure Notice does not include visual evidence that the Non-Emergent Violation has been cured, the Association will inspect your Unit, or if the Non-Emergent Violation is not in relation to the Unit inspect whether the Non-Emergent Violation has been cured, as soon as practicable to determine if the Non-Emergent Violation has been cured.

G. Failure to Cure. If the Association determines after conducting an inspection that you have not timely cured the Non-Emergent Violation, the Association may do the following:

1. ***Fines***. Fine you $500.00 for each Non-Emergent Violation listed above.

2. ***Legal Action***. The Association may commence legal action if your Non-Emergent Violation remains uncured sixty (60) consecutive days from the Cure Date.

3. ***Perform Cure Work***. The Association may cure the Violations if your Non-Emergent Violation remains uncured sixty (60) consecutive days from the Cure Date and assess you the costs related thereto.

4. ***Attorney Fees***. Allocate all attorney fees and costs related to the Violations regardless of legal proceedings being filed per C.R.S. 38-33.3-123.

5. ***Suspend Right to Vote***. The Association may suspend your right to vote for any uncured Violations until the same are cured.

H. Challenge and Hearing Before Impartial Decision Maker. You may challenge whether a Violation has occurred, the proposed fine/sanction, and request a hearing before an impartial decision maker ("***Hearing***") by delivering to the Association written notice via certified mail, return receipt requested, as well as email to the addresses provided below, that you desire to challenge the Violation and/or fine/sanction and/or request a Hearing ***("Challenge***"). You should include a statement of the reason for the Challenge. If you are requesting a Hearing, you need to expressly request a Hearing. There is a Challenge Form you may request from the Association to use or download form the Association's website, if the website is active. Unless otherwise provided on this Notice Form, the time period for making a Challenge is Fifteen (15) days from the commencement of the Cure Period. If you do not timely file a Challenge, you will be waiving the right to a Hearing.

I. Hearing Process. If you timely submit a Challenge requesting a Hearing, the Board of Directors shall select an Impartial Decision Maker to hear your Challenge. An Impartial Decision Maker ("***Decision Maker***") is a person or group of persons who have authority to make a decision regarding the enforcement of the Association's Governing Documents and whom do not have any direct personal or financial interest in the outcome of the Challenge Hearing. A Decision Maker shall not be deemed to have a direct personal or financial interest in the outcome if the Decision Maker will not, as a result of the outcome of the Hearing, receive any greater benefit or detriment than will the general membership of the Association. The Decision Maker may be a member(s) of the Board of Directors. The Hearing will afford you a reasonable opportunity to be heard by the Decision Maker. Written documentation may be requested by the Decision Maker or submitted to the Board of Directors for dissemination to the Decision Maker. The Hearing may be held via remote means. Notice of the Hearing ("***Hearing Notice***") will provide you with the time, place and format for the Hearing, the name(s) of the Decision Maker along with an invitation to attend and produce any statements, evidence, and witnesses. The Hearing Notice will be provided to you via certified mail, return receipt requested, to your mail address on file with the Association and also via e-mail, if the Association has an e-mail address on file for you because you have provided the e-mail address to the Association.

J. Contact Information to Challenge Proposed Fine/Action:

Name: ____

Address:
____
____

Telephone number: ______________________________________

ALCAZAR HOMEOWNERS ASSOCIATION

By: ________________________

Its: ________________________

ALCAZAR HOMEOWNERS ASSOCIATION

NOTICE OF REPEATED NON-EMERGENT VIOLATION OF GOVERNING DOCUMENTS AND IMPARTIAL FACT-FINDING PROCEDURES

Alcazar Homeowners Association ("***Association***"), through its Board of Directors or designated agents, has determined that a repeated Violation of the Association Governing Documents has occurred. This Notice of Repeated Violation and Impartial Fact-Finding Procedures is provided to you per the Association's Policy Regarding Enforcement of Covenants and Rules with Related Notice, Cure, Impartial Fact-Finding Procedures and of Schedule of Fines ("***Policy***"). See the Policy for details. There are also applicable provisions regarding Alternative Dispute Resolution found at Article 18 of the Declaration.

PLEASE REVIEW THIS NOTICE IN DETAIL AS IT SETS FORTH THE NATURE OF THE REPEATED NON-EMERGENT VIOLATION, FINES IMPOSED, CURE, AND THE PROCESS BY WHICH YOU CAN PROTEST THIS NOTICE.

A. Date of Notice:

B. To:

C. Nature of Repeated Non-Emergent Violation (with reference to prior Violations of the same nature and kind):

D. Cure:

As this is a repeated Violation of the same nature and kind and you were provided a thirty (30) day cure period for the first Violation before a fine was imposed, a fine is imposed without a cure period for this Violation. To avoid further repercussions as outlined below, you have thirty (30) days to cure the Non-Emergent Violation(s) ("***Cure Period***"). The Cure Period commences three (3) days after the Date of this Notice;

E. Actions Required to Cure the Non-Emergent Violation:

F. Cure Notice:

You may notify the Association during any applicable Cure Period that you have cured the Non-Emergent Violation ("***Cure Notice***"). The Cure Notice should be provided via email at the email address in Section K. If you do not have email capability, the Cure Notice is to be sent via certified mail. If you provide visual evidence that the Non-Emergent Violation has been cured along with your Cure Notice, the Non-Emergent Violation will be deemed cured on the date of emailing, or if mailed, then three days after mailing. If your Cure Notice does not include visual evidence that the Non-Emergent Violation is cured or you fail to submit a Cure Notice, the Association will do an inspection to determine if a cure has occurred.

G. Fine. You are fined $500.00 for the repeated Non-Emergent Violation which is required to be paid thirty (30) days of the date of this Notice, plus three (3) days for mailing.

H. Impacts if you Fail to Cure:

1. ***Legal/Arbitration Action.*** If your Non-Emergent Violation continues unabated for sixty (60) consecutive days from the Cure Date you are subject to legal action and/or arbitration in some instances per Article 18 of the Declaration.

2. ***Perform Cure Work.*** The Association may cure the Uncured Non-Emergent Violation(s) if your Non-Emergent Violation remains uncured sixty (60) consecutive days from the Cure Date and assess you the costs related thereto.

3. ***Attorney Fees.*** Attorney fees and costs may be assessed to you regardless of legal proceedings being filed as allowed by C.R.S. 38-33.3-123.

4. ***Suspend Right to Vote.*** The Association may suspend your right to vote.

I. Challenge and Hearing Before Impartial Decision Maker. You may challenge whether a Violation has occurred, the proposed fine/sanction, and request a hearing before an impartial decision maker ("***Hearing***") by delivering to the Association written notice via certified mail, return receipt requested, as well as email to the addresses provided below, that you desire to challenge the Violation and/or fine/sanction and/or request a Hearing ("***Challenge***"). You should include a statement of the reason for the Challenge. If you are requesting a Hearing, you need to expressly request a Hearing. There is a Challenge Form you may request from the Association to use or download from the Association's website, if the website is active. Unless otherwise provided on this Notice Form, the time period for making a Challenge is Fifteen (15) days from the commencement of the Cure Period. If you do not timely file a Challenge, you will be waiving the right to a Hearing.

J. Hearing Process. If you timely submit a Challenge requesting a Hearing, the Executive Board will select an Impartial Decision Maker to hear your Challenge. An Impartial Decision Maker ("***Decision Maker***") is a person or group of persons who have authority to make a decision regarding the enforcement of the Association's Governing Documents and whom do not have any direct personal or financial interest in the outcome of the Challenge Hearing. A Decision Maker shall not be deemed to have a direct personal or financial interest in the outcome if the Decision Maker will not, as a result of the outcome of the Hearing, receive any greater benefit or detriment than will the general membership of the Association. The Decision Maker may be a member(s) of the Executive Board. The Hearing will afford you a reasonable opportunity to be heard by the Decision Maker. Written documentation may be requested by the Decision Maker or submitted to the Executive Board for dissemination to the Decision Maker. The Hearing may be held via remote means. Notice of the Hearing ("***Hearing Notice***") will provide you with the time, place and format for the Hearing, the name(s) of the Decision Maker along with an invitation to attend and produce any statements, evidence, and witnesses. The Hearing Notice will be provided to you via certified mail, return receipt requested, to your mail address on file with the Association and via e-mail, if the Association has an e-mail address on file for you because you have provided the e-mail address to the Association.

K. Election to Proceed Solely Under Article 18 of the Declaration:

You may also notify the Association in writing in the same manner and within the same time-period as provided for a Challenge under Section H that you elect to solely address your Violation under Article 18 of the Declaration. In such event, you will be waiving all other processes provided for in the Policy or per Colorado law.

L. Contact Information to Challenge Proposed Fine/Action:

Address:

____

____

Telephone number: ____

Fax number: _________________________

Email address: _____________

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: __________________________

Its: __________________________

ALCAZAR HOMEOWNERS ASSOCIATION

NOTICE OF CHALLENGE

The undersigned Owner at Alcazar Homeowners Association ("***Association***") has been served with a Notice of Violation and submits this Notice of Challenge in response to the Notice of Violation pursuant to the Association's Policy Regarding Enforcement of Covenants and Rules with Related Notice and Hearing Procedures and Schedule of Fines.

Owner Name:__________________________

Unit No: ______________________________

Date and Manner of Submittal of this Notice of Challenge:__________________

Date of Notice of Violation: _________________________

________ **Request for Hearing - if not checked a Hearing will not occur**
(Check here to request a Hearing)

Position Statement - Note: Please attach any documentation you would like to be considered. Attach additional sheets if necessary.

____
Owner
Lot No: _______________________

Owner Address for provision of Notice of Hearing and any requested Information.

____
____
____

ALCAZAR HOMEOWNERS ASSOCIATION

COMPLAINT FORM

THIS COMPLAINT IS SUBMITTED BY AN OWNER OR ELIGIBLE RESIDENT, MEMBER OF THE BOARD OF DIRECTORS OR COMMITTEE MEMBER TO THE ALCAZAR HOMEOWNERS BOARD OF DIRECTORS ASSERTING THAT A VIOLATION OF THE ALCAZAR HOMEOWNERS' GOVERNING DOCUMENTS

Complainant Name and Address (Owner of eligible resident who personally witnessed the alleged Violation:

____
____
____

Violator Name and Unit Number (Person alleged to have committed the Offense):

____
____
____

Statement describing the alleged Violation Including Date Observed (clearly and concisely describe the alleged Violation, when the Violation was observed and any other pertinent information – attach additional sheets if necessary):

____
____
____
____

Provisions of the Alcazar Homeowners Governing Documents Alleged to have been Violated:

____
____
____

Date:____________________________

Submitted by:________________________________
Signature

ALCAZAR HOMEOWNERS ASSOCIATION FKA ALQUEZAR HOMEOWNER'S ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING COLLECTION OF ASSESSMENTS

PURPOSE: Adoption of a procedure regarding Collection of Assessments for Alcazar Homeowners Association ("***Association***").

AUTHORITY: The Governing Documents and Colorado Law.

The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented ("***Declaration***");
b. Plat Maps for Alcazar Homeowners Association, as amended ("***Map***");
c. Bylaws of Alcazar Homeowners Association, as amended ("***Bylaws***");
d. Articles of Incorporation for Alcazar Homeowners Association ("***Articles***");
e. Rules and Regulations of Alcazar Homeowners Association ("***Rules***");
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5 ("***RGPs***").

Colorado Law is comprised of:

a. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.; and
b. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***") codified at C.R.S. 7-121-102 et. seq.

EFFECTIVE DATE: 7/2, 2026.

RESOLUTION: The Association hereby adopts the Amended and Restated Policy Regarding Collection of Assessments ("***Policy***") in compliance with C.R.S. 38-33.3-209.5. All capitalized terms not defined herein shall have the definitions designated to them in the Governing Documents or Colorado Law.

1. Assessment Due Dates.

a. Annual Assessments. Pursuant to Section 8.04 of the Association Declaration, Annual Assessments are due on the first day of each calendar month, quarterly on the first day of each quarterly month, or in one lump sum as set by the Board of Directors. ("***Annual Assessment Due Date***"). Annual Assessments are delinquent if not paid with Thirty (30) days of the Assessment Due Date ("***Annual Assessment Delinquency Date***").

b. Special Assessments. Section 8.06 of the Declaration addresses Special Assessments which may generally be levied to defray costs not budgeted for in the Annual Assessments. Special Assessments may not be due less than 30 days after notice of the

Special Assessment is provided to the Owner(s) ("***Special Assessment Due Date***"). Special Assessments are delinquent if not paid with Thirty (30) days of the Special Assessment Due Date ("***Special Assessment Delinquency Date***").

c. Default Assessment. Section 8.08 of the Declaration addresses Default Assessments for fines and expenses that are an Owner obligation. Default Assessments may not be due less than 30 days after notice of the Default Assessment is provided to the Owner(s) ("***Default Assessment Due Date***"). Default Assessments are delinquent if not paid with Thirty (30) days of the Default Assessment Due Date ("***Default Assessment Delinquency Date***").

2. Delinquency Date. All Assessments not paid by the Delinquency Date can be treated as delinquent as of such date ("***Delinquency Date***").

3. Occurrences Upon Delinquency. Upon a delinquency arising, the following may occur:

b. Interest. Interest at the rate of 8% per annum may begin to accrue upon the Delinquency Date until paid in full; and/or

c. Late Charges. The Association may levy a late fee for any Assessment not timely paid. The Association does not currently assess late fees but the right to do in the future is reserved. Late Charges may not be assessed on a daily basis.

d. Collection Costs. All collection costs, including reasonable attorney fees, may be assessed to the Owner, except that the Association is not entitled to recover attorney fees incurred before the Association provides a Notice of Delinquency.

e. Suspension of Voting Rights. An Owner's voting rights may be suspended during any delinquency.

f. Assessment Acceleration. All remaining Assessments may be accelerated for the remainder of the fiscal year.

g. Assessment Lien. A statutory Assessment Lien exists under Colorado Law for Assessment delinquencies. The Association may also record an Assessment lien.

h. Proceed With Foreclosure. The Association may proceed with foreclosure of an Assessment lien as provided for in the Governing Documents and Colorado Law as detailed below. The Association may not foreclose upon an Assessment lien if the debt securing the lien consists of only of one or both of the following:

i. Fines that the Association has assessed against the Owner;

ii. Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines.

4. Returned Check Charges. The Association may charge a fee of $25.00 for any returned check in addition to any fees and charges assessed against the Association by its banking institution.

5. Suspension of Voting Rights. Owners who have an active assessment delinquency are not entitled to vote on Association matters.

6. Method of Application of Payments. All payments received from an Owner shall be applied first to Assessments owed, with any remaining amount of the payment allocated then to fines, fees, or other charges owed.

7. Owner Preference for Delinquency Correspondence and Notices/Designated Contact.

a. Designated Contact. An Owner may identify another person to serve as a designated contact for the Owner to also be contacted on the Owner's behalf for purposes of any notice regarding collections and Assessment delinquencies ("***Designated Contact***"). Designation of a Designated Contact may only occur via submittal of a completed Owner Communication Form in the manner provided for upon said Form. The Owner must state upon the Owner Communication Form the basis for designating the Designated Contact, as the Designated Contact process may not be used to harass, annoy, or jest. The Association may reject a designation that does not comply with this Section and the Association will notify the Owner of the same via certified mail, return receipt requested, and via email if the Association has an email address on file because the Owner has provided the email address to the Association. The Designated Contact must have a United States address that receives mail via the USPS and must be a living natural person. The Owner and the Designated Contact shall receive the same correspondence and notices anytime collection or delinquency communications are provided, except that the Owner must receive the correspondence and notices in the language for which the Owner has notified the Association a preference for.

b. Language Preference. An Owner may also notify the Association in writing if the Owner prefers that collection and delinquency correspondence and notices from the Association be provided in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. The Owner and the Designated Contact shall receive the same correspondence and notices anytime collection or delinquency communications are provided; except that the Owner must receive the correspondence and notices in the language for which the Owner has notified the Association a preference for. Designation of a language preference may occur by providing a written request in the manner by which the Governing Documents provide for an Owner to notify the Association and can also be accomplished by submitting to the Association a completed Owner Communication Form in the manner provided for upon said Form.

8. Notice of Assessments, Fines, Fees and Charges. On a monthly basis and by first-class mail and, if the Association has the relevant Owner e-mail address, by e-mail, the Association shall send to an Owner who has any outstanding balance owed to the Association an itemized list of all Assessments, fines, fees, and charges that the Owner owes to the Association. The Association shall send the itemized list to the Owner in English or in any language for which the Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(I) and to any designated contact that the Owner has provided per the Association's Amended and Restated Collection Policy.

9. Notices of Delinquency. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association must send the Owner a Notice of Delinquency. A Notice of Delinquency must:

a. Be provided to the Owner and any Designated Contact by certified mail return receipt requested, to the address the Association has on file for the Owner. Additionally, the Association shall contact the Owner by two (2) of the following means:

    i. Telephone call to a telephone number that the Association has on file because the Owner or Designated Contact has provided the number to the Association. The Association shall, if possible, leave a voice message for the Owner or Designated Contact.

    ii. Text message to a cellular number that the Association has on file because the Owner or Designated Contact has provided the cellular number to the Association; or

    iii. E-mail to an e-mail address that the Association has on file because the Owner or Designated Contact has provided the e-mail address to the Association.

    iv. By regular mail, if the Owner or Designated Contact has not provided a telephone number, cellular number, or email address as an additional means by which to receive notices.

b. Be written in English and in any language that the Owner has indicated a preference for correspondence and notices pursuant to Section 7 above, including a copy being provided to any Designated Contact;

c. Specify whether the delinquency concerns unpaid Assessments; unpaid fines, fees, or charges; or both unpaid Assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid Assessments, the Notice of Delinquency must notify the Owner that unpaid Assessments may lead to foreclosure; and

d. Include the following:

    i. The total amount due, with an accounting of how the total was determined;

    ii. Written offer to enter into a repayment plan pursuant to Section 12 below and C.R.S. 38-33.3-316.3(2) that authorizes the Owner to repay the debt in monthly installments over eighteen (18) months ("***Repayment Plan***"). Under the Repayment Plan the Owner may choose the amount to be paid each month, so long as each payment must be an amount of at least twenty-five dollars ($25.00) until the balance of the amount owed is less than twenty-five dollars ($25.00) and instructions for contacting the Association to enter into such a Repayment Plan;

iii. The name and contact information for the person that the delinquent Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt which copy of the ledger must be provided to the unit owner no later than seven (7) days after receipt of the Owner's request;

iv. That action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the 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 Owners' Unit, the sale of the Owner's Unit at auction to pay delinquent assessments, which could result in the Owner losing some or all of the Owner's equity in the unit, or other remedies available under Colorado law;

v. A description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process set forth in the Association's Amended and Restated Policy Regarding Enforcement of Covenants and Rules with Related Notice, Cure, Impartial Fact-Finding Procedures and Schedule of Fines established in accordance with C.R.S. 38-33.3-209.5(1.7) (b); and

vi. A description of what legal action the Association may take against the Owner, including a description of the types of matters the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Governing Documents.

vii. The availability of, and instructions on how to access, free online information through the HOA Information and Resource center created in section 12-10-801 (l) relating to the collection of assessments by an association, including the association's ability to foreclose an association lien for unpaid assessments and force the sale of the unit owner's home, and the availability of online information from the federal department of housing and urban development concerning credit counseling before foreclosure that may be accessed through a link on the department of local affairs' website.

e. The Association may charge back the actual cost of all the certified mailings to the Owner.

10. Referral of Delinquency to Collection Agent or Legal Counsel. The Association, including any community association management or property management company acting on behalf of the Association, may not refer a delinquent account to a collection agency or attorney unless a majority of the Board votes to refer the matter in a recorded vote at a meeting conducted pursuant to the Bylaws and Colorado Law, specifically C.R.S. 38-33.3-308 (4)(e).

11. Contacts. The Association shall maintain a record of any contacts with an Owner regarding a delinquent account, including information regarding the type of communication used

to contact the Owner and the date and time that the contact was made. Any such contacts that a community association manager or a property management company makes on behalf of an Association prior to reference of a delinquent account to a collection agency or attorney for collection is deemed a contact made by the Association and not by a debt collector.

12. Repayment Plan. Prior to commencing a legal action to initiate a foreclosure proceeding based upon a delinquency, the Association must provide the Owner with a written offer to enter into a Repayment Plan that authorizes the Owner to repay the debt in monthly installments over eighteen (18) months. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is in an amount of at least twenty-five dollars ($25.00), until the balance of the amount owed is less than twenty-five dollars ($25.00). If within thirty (30) days after the Association has provided the Owner with a written offer to enter into a Repayment Plan, the Owner has either: (i) declined the repayment plan; or (ii) after accepting the Repayment Plan, failed to pay at least three of the monthly installments within fifteen days after the monthly installments were due, the Association shall be deemed to have met the Repayment Plan obligation. An Owner's failure to remit at least three of the monthly installments within fifteen days after the monthly installments were due or to remain current with regular assessments as they come due during the eighteen (18) month period, constitutes failure to comply with the terms of the Repayment Plan. The Association is not required to negotiate a Repayment Plan with an Owner who has previously entered into a Repayment Plan. An Owner may elect to pay the remaining balance under a Repayment Plan at any time during the duration of the Repayment Plan. This Section is not applicable if the Owner does not occupy the Unit and has acquired the Unit as a result of: (a) default of a security interest encumbering the Unit; or (b) foreclosure of the Association's lien.

13. Lien Foreclosure. The Association may not commence a legal action to initiate a foreclosure proceeding based upon an Owner's delinquency in paying Assessments unless and until:

a. The Association has complied with the requirements of this Policy;

b. The Repayment Plan requirement has been met;

c. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Unit that is delinquent on an individual basis. The Board will not delegate its duty in this regard to any attorney, insurer, manager, or other person and any legal action filed without evidence of the recorded vote authorizing the action may be dismissed. In event of such a dismissal, no attorney fees, court costs or other charges may be assessed against the Owner;

d. The balance of the assessments and charges secured by the lien, equals or exceeds six (6) months of common expense assessments based upon a periodic budget adopted by the Association.

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

15. No Waiver. Failure of the Board, management, or a designated agent to enforce this Policy shall not function as a waiver of any future right to do so.

16. No Liability. No member of the Board, management, or an Owner shall be liable to any other Owner for the failure to enforce this Policy.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors in compliance with the Governing Documents and Colorado Law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: ______________________________
President of the Board of Directors

ALCAZAR HOMEOWNERS ASSOCIATION
NOTICE OF DELINQUENCY

Please see Amended and Restated Policy Regarding Collection of Assessments for details ("*Collection Policy*")

Date:

Dear Owner:

DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED AND TWO (2) OF THE FOLLOWING METHODS PER THE CHECKED BOX BELOW TO OWNER AND ANY DESIGNATED CONTACT:

i. ____ Telephone call to a telephone number that the Association has on file because the Owner or Designated Contact has provided the number to the Association. The Association shall, if possible, leave a voice message for the Owner or Designated Contact.

ii. ____ Text message to a cellular number that the Association has on file because the Owner or Designated Contact has provided the cellular number to the Association; or

iii. _____ E-mail to an e-mail address that the Association has on file because the Owner or Designated Contact has provided the e-mail address to the Association.

iv. _____ By regular mail, if the Owner or Designated Contact has not provided a telephone number, cellular number, or email address as additional means by which to receive notices.

Your account with Alcazar Homeowners Association ("***Association***") is currently delinquent in the total amount of $______ ("***Delinquency***"). The Delinquency is comprised of the following per the checked boxes:

____ A. Unpaid Assessments totaling $________;
____ B. Unpaid fines, fees, or charges totaling $________; or
____ C. Both unpaid Assessments and unpaid fines, fees, or charges comprised of the foregoing amounts.

I. Amount Due. The total amount currently due on your Delinquency is $_________. The accounting of how this total was determined is set forth above and/or per any attachments provided with this Notice.

II. Offer to Enter Into a Repayment Plan. You may enter into a Repayment Plan to repay the Delinquency in monthly installments over eighteen (18) months. Included with this Notice if a Payment Plan, you need to provide your signature on the Payment Plan and return it to the Association within thirty (30) days of the date of this Notice of Delinquency to accept the Payment Plan. If you fail to timely accept the Payment Plan the offer is void. Contact information for this purpose as well as to request a copy of your ledger is as follows:

III. Cure of Delinquency. You may cure your Delinquency as follows:

a. Pay the Delinquency in full within thirty (30) days of the date of this Notice. All payments received will be applied first to Assessments owed with any remaining amount of the payment allocated then to fines, fees, or other charges owed.

b. Enter into a Repayment Plan to cure your delinquency over 18 months within thirty (30) days of the date of this Notice. See above and attached.

IV. Failure to Cure Delinquency. The following may occur if you fail to cure your Delinquency:

a. Interest. Interest at the rate of 8% per annum may accrue on your Delinquency from the Delinquency Date until paid in full.

b. Late Charges. A late fee may be levied on any assessment not received within 30 days of the Due Date. Late Charges may not be assessed on a daily basis.

c. Collection Costs. Collection costs, including reasonable attorney fees, may be assessed to the Owner, except that the Association is not entitled to recover attorney fees incurred before the Association provided this Notice of Delinquency.

d. Suspension of Voting Rights. Your voting rights may be suspended during any delinquency.

e. Assessment Acceleration. All remaining Assessments may be accelerated for the remainder of the fiscal year.

f. Assessment Lien. A statutory Assessment Lien exists under Colorado Law for Assessment delinquencies. The Association may also record an Assessment lien.

g. Turn Over for Collection. Your Delinquency may be turned over to a collection agency or attorney and the Association may pursue other remedies allowed by Colorado Law.

h. Legal Action. As described in Section V below.

V. Legal Action. Legal action on an uncured delinquency are as follows:

a. Steps Required Before Legal Action Taken. Before legal action is taken the requirements of the Collection Policy must be met which includes the following:

i. Offer of a Repayment Plan has been met;

ii. The Executive Board must formally resolve, by a recorded vote, to authorize the referral of a collection matter to an attorney or collection agency. The Executive Board cannot delegate this duty to an attorney, insurer, manager, or other person and any legal action filed without evidence of the recorded vote authorizing the action may be dismissed. In event of such a dismissal, no attorney fees, court costs or other charges may be assessed against the Owner;

iii. The balance of the assessments and charges equals or exceeds six (6) months of common expense assessments based upon a periodic budget adopted by the Association.

b. Foreclosure. The Association may proceed with foreclosure of an Assessment lien as provided for in the Governing Documents and Colorado Law. A statutory lien exists for delinquencies based upon Assessments. The Association may not foreclose upon an Assessment lien if the debt securing the lien consists of only of one or both of the following:

i. Fines that the Association has assessed against the Owner; and

ii. Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines.

c. Collection Lawsuit. The Association may file a collection lawsuit against you which may be filed in Small Claims Court. Small Claims Court has jurisdiction to hear the following matters with a jurisdictional monetary limit of seven thousand five hundred dollars ($7,500.00), not including interest and costs:

i. Enforcement of rights and responsibilities arising under the Governing Documents, in relation to disputes arising from assessments, fines, or fees owed to the Association and for which the amount at issue does not exceed seven thousand five hundred dollars ($7,500.00), exclusive of interest and costs.

ii. Enforcement of a restrictive covenant on residential property if the amount required to comply with the covenant does not exceed seven thousand five hundred dollars ($7,500.00), exclusive of interest and costs;

iii. Replevin if the value of the property sought does not exceed seven thousand five hundred dollars ($7,500.00);

iv. Enforcement of a contract by specific performance or to disaffirm, avoid, or rescind a contract and the amount at issue does not exceed seven thousand five hundred dollars ($7,500.00); and

v. Injunctive relief for the following matters:

1. Enforce rights or responsibilities arising under the Declaration, Bylaws, covenants, or other governing documents of a unit owners' association, as defined in C.R.S. §38-33.3-103 (3), and including actions seeking declaratory relief;

2. Enforce restrictive covenants on residential property;

3. Enforce the provisions of C.R.S. §6-1-702.5;

4. Accomplish replevin; and

5. Enter judgments in actions where a party seeks to enforce a contract by specific performance or to disaffirm, avoid, or rescind a contract.

vi. Free online information through the HOA Information and Resource center is available for the following: (1) relating to the collection of assessments by an association, including the association's ability to foreclose an association lien for unpaid assessments and force the sale of the unit owner's home, and the availability of online information from the federal department of housing and urban development concerning credit counseling before foreclosure that may be accessed through this link on the department of local affairs' website. https://dre.colorado.gov/division-programs/hoa-office/education-and-outreach/new-hoa-homeowner-toolkit.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: ______________________________
Its: ______________________________

ALCAZAR HOMEOWNERS ASSOCIATION

Assessment Payment Agreement

COMES NOW, Alcazar Homeowners Association, a Colorado non-profit corporation (the "Association"), and ______________________________ ("Unit Owner") and hereby enter into the following Assessment Payment Agreement ("Agreement") as follows this ___ day of ________, 20___ ("Effective Date"):

Whereas, Unit Owner owns Unit _______ ("Unit") at Alcazar Homeowners Association created pursuant to the Declaration for Alcazar Homeowners Association in Cordillera, Colorado.

Whereas, Unit and Unit Owner are subject to the terms and conditions of the governing documents of Alcazar Homeowners Association and all amendments and supplements thereto which is inclusive of the Articles of Incorporation, Condominium Declaration, Bylaws and Rules and Regulations (hereinafter collectively referred to as the "Governing Documents") as well as the Colorado Common Interest Ownership Act codified at C.R.S. 38-33.3-101 et seq. ("CCIOA"). The foregoing is inclusive of Alcazar Policy and Procedure for Collection of Assessments ("Collection Policy") which is specifically incorporated herein.

Whereas, the Governing Documents and CCIOA allow for the Association to levy assessments, fees and other charges ("Assessments") which Unit Owner is required to pay and certain aspects of which may act as a statutory lien upon the Unit when said Assessments become due.

Whereas, Unit Owner is currently delinquent in the payment of Assessments as a result of which the Association has a statutory lien upon the Unit pursuant to C.R.S. §38-33.3-316 for any qualifying delinquencies unpaid Assessments. Additionally, late fees, interest, attorney fees and costs for collection of the Assessments and subsequently accruing Assessments may be levied per the Association's Policy and Procedure for Collection of Assessments (collectively the "Assessment Obligation"). Unit Owner is personally obligated for the Assessment Obligation as well.

Whereas, Association and the Unit Owner have reached an agreement to address the Assessment Obligation which is as follows:

I. **Payment Plan on Balance Due and Future Assessment Obligations**:

A. The Balance Due currently as of the Effective Date of this Agreement is: $_______________.

B. The Balance Due shall be paid by Unit Owner to the Association as follows:

a. Eighteen (18) equal payments of $___________ each payable on the first day of each month commencing on _______________ 20__ until paid in full;

C. Unit Owner is also required to timely meet all Assessment Obligations that arise after the Effective Date hereof.

D. Interest of 8% per annum upon the Balance Due pursuant to the Association's Policy and Procedure for Collection of Assessments ("Collection Policy") has been calculated as part of the Payment Plan. In the event of noncompliance with this Agreement interest and late fees shall apply and accrue as provided for under the Collection Policy on the remaining Balance Due as of the date of the breach as well as any other Assessment Obligations not timely paid.

II. Breach of Agreement

A. The failure of Unit Owner to timely and fully meet the obligations hereunder shall render the Payment Plan in Section I above null and void as to the Association and the Association shall be entitled to pursue all remedies allowed by law and equity for collection of all Assessment Obligations due and payable including foreclosure of the Lien upon the Unit and commencement of a personal collection action against the Unit Owner. A breach of this Agreement shall include, but not be limited to, the following:

i. **Bankruptcy**: If Owner files for bankruptcy with a United States Bankruptcy Court or is involuntarily placed in bankruptcy.
ii. **Foreclosure by Other Creditor**: If a secured lender or judgment creditor institutes foreclosure proceedings on the Unit.
iii. **Breach of Payment Agreement**: If Association fails to timely receive any payment(s) under Section I above.

B. The Association is not required to provide notice of a breach to the Unit Owner nor an opportunity to cure said breach.

C. Payments received by the Association towards Assessment Obligations shall be credited first to principal and then to attorney fees, costs, interest, and late fees.

E. The Association does not have to offer another Payment Plan a Unit Owner if this Payment Plan is not adhered to.

IV. Miscellaneous

A. **Governing Law & Severability**: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. If a court of competent jurisdiction finds any part of this Agreement unenforceable for any reason, the remaining parts of this Agreement shall remain in full effect. Venue for any legal proceedings shall be in Eagle County, Colorado.

B. **Waiver, Amendment & Attorney Fees**: Failure of the Association to seek enforcement of any breach of this Agreement is not a waiver by the Association to seek further enforcement. Should the Association seek to enforce the terms of this Agreement, the Association shall be entitled to its reasonable attorney fees and costs in addition to any other award made in law or equity.

C. **No Affect on Claims against Other Parties or Other Claims**: This Agreement shall not affect any of the Parties' claims or rights that may be asserted against any other person or entity that is not a signatory to this Agreement, nor shall said person or entity be deemed a beneficiary to this Agreement. This Agreement covers solely Assessment Obligations currently claimed due by the Association and does not affect or relate to any other rights, claims, or matters the Association may have in relation to Unit Owner or the Unit.

E. **Acknowledgment, Legal Counsel Right, & No Representations Relied Upon**: Each Party states that they read the entire Agreement and understood its terms before signing. Each Party executed this Agreement after consulting with that Party's attorney, or that Party voluntarily waived that right.

F. **Counterpart Signatures**: The Parties agree that they may sign this Agreement separately and in counterparts, may transmit their signature electronically and each such signature shall be considered an original.

G. **Binding Effect**: This Agreement shall inure to the benefit of and bind each Party's beneficiaries, heirs, agents, successors, and assigns. The Parties state that they each had an opportunity to participate in the negotiation and drafting of this Agreement.

Respectfully agreed to this _________day of ___________________, 20_____.

Alcazar Homeowners Association
By: ______________________________________

____
Print Name Print Title

Unit Owner:

____
Signature

____
Print Name

Address: ______________________________

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Tele. #: ______________________________

ALCAZAR HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING ADOPTION AND AMENDMENT OF POLICIES, RULES AND REGULATIONS

PURPOSE: Create a procedure for adoption and amendment of policies, rules and regulations.

AUTHORITY: The Governing Documents and Colorado Law. The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented;
b. Plat Maps for Alcazar Homeowners Association, as amended;
c. Bylaws of Alcazar Homeowners Association, as amended;
d. Articles of Incorporation for Alcazar Homeowners Association;
e. Rules and Regulations of Alcazar Homeowners Association;
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5.

Colorado Law is comprised of:

a. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.; and
b. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***") codified at C.R.S. 7-121-102 et. seq.

EFFECTIVE DATE: 7/2, 2026.

RESOLUTION: Alcazar Homeowners Association ("***Association***") hereby adopts the following Amended and Restated Policy Regarding Adoption and Amendment of Policies, Rules and Regulations ("***Policy***") in compliance with C.R.S. 38-33.3-209.5(1)(b)(VII). Any undefined term herein shall have the meaning provided for in the Governing Documents or Colorado law.

1. As provided for under C.R.S. 38-33.3-302, the Board of Directors is invested with the power to adopt policies, rules and regulations for the operation, use and occupancy of the Project. Prior to adoption of a policy, procedure or rule by the Board of Directors, a written document reflecting the same shall be prepared and disseminated to the Members of the Association. The Members shall have thirty (30) days after provision of the proposed policy, rule or regulation, per the notice provisions of the Bylaws and via e-mail transmission to those Owners who have provided their email for notice purposes to provide comments and/or input to the Board of Directors regarding the proposed policy, procedure or rule. After the expiration of the 30-day comment period, the Board of Directors shall have full power and discretion to adopt the proposed policy, procedure or rule in the form disseminated to the Owners or to amend the same and adopt it in any format the Board of Directors deems appropriate. No vote of the membership is required or needed for the Board of Directors to adopt the proposed policy, procedure or rule after the expiration of the 30-day comment period. Once adopted, any new or amended rule, regulation or policy shall be provided to the Members either by posting on the

Association internet web page with an accompanying notice of the web address via first class mail or e-mail; by maintenance in a binder at the Association's principal place of business; or mail or personal delivery.

2. Any policy, rule or regulation may be repealed by the affirmative vote of not less than fifty percent (50%) of all Owners at a duly called annual or special meeting of the Members at which said policy, rule or regulation sought to be repealed will be placed on the agenda for vote. It will require the votes, in person or by proxy, of no less than fifty percent (50%) of the Owners, not just those present and constituting a quorum, at the duly held meeting to repeal a policy, rule or regulation.

3. No policy, rule or regulation may be adopted at an executive session of the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association in compliance with the Governing Documents and Colorado Law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: Melissa Murphy
President of the Board of Directors

ALCAZAR HOMEOWNERS ASSOCIATION FKA ALQUEZAR HOMEOWNER'S ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING INVESTMENT OF RESERVE FUNDS

PURPOSE: To set a procedure for investment of Reserve Funds.

AUTHORITY: The Governing Documents and Colorado law.

The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented;
b. Plat Maps for Alcazar Homeowners Association, as amended;
c. Bylaws of Alcazar Homeowners Association, as amended;
d. Articles of Incorporation for Alcazar Homeowners Association;
e. Rules and Regulations of Alcazar Homeowners Association;
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5.

Colorado Law is comprised of:

a. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.; and
b. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***") codified at C.R.S. 7-121-102 et. seq.

EFFECTIVE DATE: 7/2, 2026.

RESOLUTION: Alcazar Homeowners Association ("***Association***") hereby adopts the following Amended and Restated Policy Regarding Investment of Reserve Funds ("***Policy***") which replaces all previous policies regarding investment of reserve funds. Any undefined term herein shall have the meaning provided for in the Governing Documents or Colorado law.

1. **General.** The Association maintains a Reserve Fund per the Governing Documents and Colorado Law ("***Reserve Account***"). This Policy governs investment of any Reserve Funds maintained by the Association. This Policy does not govern the use of Reserve Funds.

2. **Purpose of the Reserve Fund.** The purpose of the Reserve Fund is to responsibly fund and finance the projected repair and replacement of those portions of the Alcazar Homeowner community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.

3. **Investment of Reserves**. The Board of Directors of the Association shall invest Reserve Funds Pursuant to the following goals, criteria and policies:

a. Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.

b. Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.

c. Minimal Costs. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.

d. Diversify. Mitigate the effects of interest rate volatility upon reserve assets.

e. Return. Funds should be invested to seek a reasonable rate of return.

4. **Limitation on Investments**. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.

5. **Investment Strategy.** The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach. The Association can, if desired, seek and receive advice regarding investment of the Reserve funds from financial professionals. The Association's Board of Directors is entitled to rely upon any such expert advice provided.

6. **Review and Control**. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted in compliance with the Governing Documents and Colorado law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: Melissa Murphy
President of the Board of Director

ALCAZAR HOMEOWNERS ASSOCIATION FKA ALQUEZAR HOMEOWNER'S ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING RESERVE STUDIES

PURPOSE: To adopt a standard procedure to be followed regarding Reserve Studies.

AUTHORITY: The Governing Documents of the Association and Colorado Law.

The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented;
b. Plat Maps for Alcazar Homeowners Association, as amended;
c. Bylaws of Alcazar Homeowners Association, as amended;
d. Articles of Incorporation for Alcazar Homeowners Association;
e. Rules and Regulations of Alcazar Homeowners Association;
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5.

Colorado Law is comprised of:

a. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.
b. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***").

EFFECTIVE DATE: 7/2, 2026.

RESOLUTION: This Policy is adopted for compliance with C.R.S. § 38-33.3-209.5(1)(b)(iv). Any undefined term herein shall have the meaning provided for in the Governing Documents or Colorado Law.

I. RESERVE STUDY.

The Association will perform annual visual inspections of Alcazar Homeowners Association to ascertain if there has been any excessive deterioration of areas that are the responsibility of the Association to maintain, repair or replace unless otherwise decided by the Board of Directors.

The Association shall also engage in Reserve Studies when deemed necessary and appropriate.

II. RESERVE STUDY FUNDING.

The Association maintains a Reserve Fund funded through the various Assessment options available to the Association under the Governing Documents as deemed appropriate by the Board of Directors. The annual visual review of Alcazar Homeowners Association as well as any formal Reserve Studies may act as a benchmark for the Board of Directors to determine any additional amounts to be contributed to the Reserve Fund.

Costs incurred or necessary to maintain, repair and replace any areas of Alcazar Homeowners Association which the Association is required to address under the Governing Documents and which are not covered by the Annual Budget, may be paid through the Reserve Fund at the option of the Board of Directors. In such event the Board of Directors shall ascertain an appropriate method by which the Reserve Fund shall be adjusted accordingly.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association in compliance with the Governing Documents and Colorado Law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: Melissa Murphy
President of the Board of Directors

ALCAZAR HOMEOWNERS ASSOCIATION FKA ALQUEZAR HOMEOWNER'S ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING CONFLICTS OF INTEREST

PURPOSE: To adopt a standard procedure to address conflicts of interest.

AUTHORITY: The Governing Documents and Colorado Law.

The Governing Documents are comprised of:

a. Amended and Restated Declaration for Alcazar Homeowners Association, as amended and supplemented;
b. Plat Maps for Alcazar Homeowners Association, as amended;
c. Bylaws of Alcazar Homeowners Association, as amended;
d. Articles of Incorporation for Alcazar Homeowners Association;
e. Rules and Regulations of Alcazar Homeowners Association;
f. Responsible Governance Policies of Alcazar Homeowners Association, as required by C.R.S. 38-33.3-209.5.

Colorado Law is comprised of:

a. Colorado Common Interest Ownership Act ("***CCIOA***") codified at C.R.S. 38-33.3-101 et seq.; and
b. Colorado Revised Not for Profit Corporation Act ("***CRNPCA***") codified at C.R.S. 7-121-102 et. seq.

EFFECTIVE DATE: 7/2, 2026.

RESOLUTION: Alcazar Homeowners Association ("***Association***") hereby adopts the following Amended and Restated Policy Regarding Conflicts of Interest ("***Policy***") in adopted compliance with C.R.S. 38-33.3-209.5(1)(b)(VII). Capitalized terms not expressly defined herein shall have the meaning subscribed to them in the Governing Documents and Colorado Law.

1. Conflicting Interest Transactions. As used in this Policy, "Conflicting Interest Transaction" means:

1.1 A contract, transaction, or other financial relationship between the Association and a Board of Directors Member; or

1.2 A contract, transaction, or other financial relationship between the Association and a party related to a Board of Directors Member; or

1.3 A contract, transaction, or other financial relationship between the Association and an entity in which a Board of Directors Member is a Director or Officer or has a financial interest.

2. Loans. No loans shall be made by a Board of Directors Members or officers in their official capacity on behalf of the Association. Any Board of Directors Member or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

3. Occurrence Upon Conflicting Interest Transaction. No transaction which qualifies as a Conflicting Interest Transaction hereunder 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 an Owner or in the right of the Association, solely because it so qualifies as a Conflicting Interest Transaction or solely because the Board of Directors Member involved is present at or participates as an Owner in the meeting of the Board of Directors that authorizes, approves, or ratifies the Conflicting Interest Transaction or solely because the Board of Directors Member's vote is counted for such purpose if:

3.1 The material facts as to the Board of Directors Member's relationship or interest as to the Conflicting Interest Transaction are disclosed or are known to the Board of Directors or committee thereof and the Board of Directors or committee thereof in good faith authorizes, approves, or ratifies the Conflicting Interest Transaction by the affirmative vote of a majority of the disinterested Board of Directors Members, even though the disinterested Board of Directors Members are less than a quorum; or

3.2 The material facts as to the Board of Directors Member's relationship or interest as to the Conflicting Interest Transaction are disclosed or are known to the Board of Directors Members entitled to vote thereon, and the Conflicting Interest Transaction is specifically authorized, approved or ratified in good faith by a vote of the Board of Directors Members entitled to vote thereon; or

3.3 The Conflicting Interest Transaction is fair to the Association.

4. Quorum. Interested Board of Directors Members may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies the Conflicting Interest Transaction.

5. Related Party. For purposes of this Policy, a "party related to an Board of Directors Member" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Board of Directors Member or a party related to an Board of Directors Member has a beneficial interest, or an entity in which a party related to an Board of Directors Member is a director, officer, or has a financial interest.

6. No Invalidation Of Governing Documents. This Policy shall not be construed to invalidate any provision of the Governing Documents that more strictly define conflicts of interest or contains further limits on the participation of Board of Directors Members who may have conflicts of interest.

7. Direct Conflicts of Interest. The following constitute a Direct Conflict of Interest:

7.1 A dispute between the Association and an Board of Directors Member regarding the rights and interests of the Board of Directors Member under the Governing Documents including any proceedings under the Association's Policy Regarding Enforcement of Covenants and Rules with Related Notice and Hearing Procedures and Schedule of Fines, the Policy Regarding Alternative Dispute Resolution ("***ADR***"), or legal proceedings of any nature or kind; or

7.2 Any application or request for action by the Association on behalf of an Board of Directors Member related to the Board of Directors Member's Unit, including any requests for design approval.

8. Disclosure. Board of Directors Members shall disclose to all other Board of Directors Members in writing via electronic mail or if no electronic mail address is on file to the mailing address on file with the Association via United States certified mail or overnight delivery any Direct Conflict of Interest. An Board of Directors Member or Owner(s) may raise a concern about an Board of Directors Member's Direct Conflict of Interest by providing a written notice thereof to all Board of Directors Members, including the Board of Directors Member who has the alleged Direct Conflict of Interest, in writing via electronic mail or if no electronic mail address is on file to the mailing address on file with the Association via United States certified mail or overnight delivery. If a Board of Directors Member discloses a Direct Conflict of Interest it shall be accepted as such. If a concern about a Direct Conflict of Interest is raised by another Board of Directors Member or Owner, the Board of Directors, without the participation or vote of the Board of Directors Member who is asserted to have a Direct Conflict of Interest, shall determine if, in fact a Direct Conflict of Interest exists.

9. Recusal. Any Board of Directors Member with a Direct Conflict of Interest shall recuse himself or herself from any participation as a Board of Directors Member in the discussion or vote by the Board of Directors regarding the Direct Conflict of Interest matter. The Board of Directors Member with a Direct Conflict of Interest shall not be privy to, receive or participate in any Executive Session Board meetings or confidential and/or protected communications with Association legal counsel related to the Direct Conflict of Interest matter. The Board of Directors Member with a Direct Conflict of Interest may still participate in Board of Directors meetings and Owner meetings related to the Direct Conflict of Interest matter in the capacity as an Owner.

10. Periodic Review. The Association shall periodically review this Policy as well as any other policies, procedures and regulations within the Governing Documents related to conflicts of interest.

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

11.1 No Director shall use his or her position for private gain, including for the purpose of enhancement of his or her financial status through the use of certain contractors or suppliers.

11.2 No contributions will be made to any political parties or political candidates by the Association.

11.3 No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business of financial relations with the Association.

11.4 No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

11.5 No Director shall receive any compensation from the Association for acting in his or her official capacity as a Director.

11.6 No Director shall willingly misrepresent facts to the Members of the Association for the sole purpose of advancing a personal cause or influencing the Association to place pressure on the Board of Directors to advance a personal cause.

11.7 No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with the Association's contractors shall go through Management or be in accordance with policy.

11.8 No Director shall harass, threaten, or attempt through any means to control or instill fear in any Member, Director or agent of the Association.

11.9 No promise of anything not approved by the Board of Directors as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

11.10 Any Director convicted of a felony shall voluntarily resign from his or her position as Director.

11.11 Language and decorum at Board of Directors meetings will be kept professional. Personal attacks against Owners, residents, managers, service providers, Board of Directors Members and Directors are prohibited and are not consistent with the best interest of the Owners.

PRESIDENT'S CERTIFICATION: The undersigned President of Alcazar Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association in compliance with the Governing Documents and Colorado Law.

ALCAZAR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: Melissa Murphy
President of the Board of Directors

ALCAZAR HOMEOWNERS ASSOCIATION

COMPLAINT FORM

THIS COMPLAINT IS SUBMITTED BY AN OWNER OR ELIGIBLE RESIDENT, MEMBER OF THE BOARD OF DIRECTORS OR COMMITTEE MEMBER TO THE ALCAZAR HOMEOWNERS' BOARD OF DIRECTORS ASSERTING THAT A VIOLATION OF THE ALCAZAR HOMEOWNERS' GOVERNING DOCUMENTS

Complainant Name and Address (Owner of eligible resident who personally witnessed the alleged Violation:

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Violator Name and Unit Number (Person alleged to have committed the Offense):

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____

Statement describing the alleged Violation Including Date Observed (clearly and concisely describe the alleged Violation, when the Violation was observed and any other pertinent information – attach additional sheets if necessary):

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Provisions of the Alcazar Homeowners' Governing Documents Alleged to have been Violated:

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Date:____________________________

Submitted by:__________________________________

Signature

ACTION OF THE BOARD OF DIRECTORS TAKEN WITHOUT A MEETING

WHEREFORE, Alcazar Homeowners Association ("*Association*") is required by Colorado law to have in place the following Responsible Governance Polices the terms of which are governed by statute

a. **Amended and Restated Policy Regarding Association Records;**
b. **Amended and Restated Policy Regarding Conduct of Meetings ;**
c. **Amended and Restated Policy Regarding Alternative Dispute Resolution (ADR);**
d. **Amended and Restated Policy Regarding Enforcement of Covenants and Rules with Related Notice, Cure, Impartial Fact-Finding Procedures and Schedule of Fines;**
e. **Amended and Restated Policy Regarding Collection of Assessments;**
f. **Amended and Restated Policy Regarding Adoption and Amendment of Policies, Rules and Regulations;**
g. **Amended and Restated Policy Regarding Investment of Reserve Funds;**
h. **Policy Regarding Reserve Studies; and**
i. **Amended and Restated Policy Regarding Conflict of Interest.**

WHEREFORE, the policies require prompt adoption in order for the Association to be compliant with Colorado law

THEREFORE, the Board of Directors ("*Board*"), by signature of Board Members below, hereby adopts the above referenced Responsible Governance Policies. Owners may provide comments if desired, which may be considered by the Board. The Board President is to execute the policies, and the policies are to be placed into the Association records

Approved this 30th day of April 2026

[signature]

Melissa Munoz

Milan Uremovich - rec'd via email/mm

Beth Johnson - rec'd via email/m

Barb Dennis - rec'd via email/mm

ALCAZAR HOMEOWNERS ASSOCIATION
AUTHORIZATION OF OWNER TO DISCLOSE PHONE NUMBER AND EMAIL ADDRESS TO OTHER OWNERS

Owner(s) of Unit No. ______________________________ at Alcazar Homeowners Association hereby authorizes the Association to DISCLOSE THE OWNER'S PHONE NUMBERS AND EMAIL ADDRESSES TO OTHER OWNERS AT ALCAZAR HOMEOWNERS ASSOCIATION PER C.R.S. 38-33.3-317(3.5)(B).

This authorization shall remain effective until withdrawn in writing by Owner(s). The Association has no obligation to change, retrieve or destroy information authorized to have been provided hereunder upon withdrawal of the grant herein.

Dated: ______________________________, 202__

OWNER(S):

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ACTION OF THE BOARD OF DIRECTORS TAKEN WITHOUT A MEETING

WHEREFORE, Alcazar Homeowners Association ("*Association*") is required by Colorado law to have in place the following Responsible Governance Polices the terms of which are governed by statute:

a. **Amended and Restated Policy Regarding Association Records;**
b. **Amended and Restated Policy Regarding Conduct of Meetings ;**
c. **Amended and Restated Policy Regarding Alternative Dispute Resolution (ADR);**
d. **Amended and Restated Policy Regarding Enforcement of Covenants and Rules with Related Notice, Cure, Impartial Fact-Finding Procedures and Schedule of Fines;**
e. **Amended and Restated Policy Regarding Collection of Assessments;**
f. **Amended and Restated Policy Regarding Adoption and Amendment of Policies, Rules and Regulations;**
g. **Amended and Restated Policy Regarding Investment of Reserve Funds;**
h. **Policy Regarding Reserve Studies; and**
i. **Amended and Restated Policy Regarding Conflict of Interest.**

WHEREFORE, the policies require prompt adoption in order for the Association to be compliant with Colorado law

THEREFORE, the Board of Directors ("*Board*"), by signature of Board Members below, hereby adopts the above referenced Responsible Governance Policies. Owners may provide comments if desired, which may be considered by the Board. The Board President is to execute the policies, and the policies are to be placed into the Association records.

Approved this 30th day of April, 2026

Melissa Munoz

Milan Uremovich - rec'd via email/mm

Beth Johnson - rec'd via email/m

Barb Dennis - rec'd via email/mm