

COUNTRYPLACE ESTATES HOA
POLICIES, PROCEDURES AND RULES

POLICY # 0001: ADOPTION AND AMENDMENT OF POLICIES

Adopted 09-11-16

The following procedures have been adopted by the Countryplace Estates Homeowners Association ("Association") pursuant to the provisions of C.R.S. §38-33.3-209.5, C.R.S. §38-33.3-123, §38-33.3-315, §38-33.3-316, the Association Documents, and The Act, at a regular meeting of the Board of Directors.

Purpose: To adopt a Policy setting forth procedures for the adoption and amendment of policies, procedures, and rules.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy governing adoption and amendment of policies, procedures, and rules:

Authority. Pursuant to the Association Documents and C.R.S. §38-33.3-302, the authority to create, adopt, enforce, amend and repeal policies, procedures and rules lies with the Board.

Solicitation of Information from Members. Prior to adopting any Policy, the Board has the right but not the obligation to solicit information regarding the proposed Policy from the Members. The Board may gather information by distributing draft policies, forming a committee, conducting an informational meeting or any other method determined by the Board to be appropriate considering all of the relevant circumstances.

Adoption. When the Board, in the exercise of its discretion, determines that a Policy should be adopted, amended or repealed, as appropriate, it shall do so either at a meeting of the Board or by written consent in lieu of a meeting, or by any other method authorized by the Association Documents and or pursuant to statute.

Notice. The Board shall then give notice of the adoption, amendment, or repeal of the Policy in writing by first class mail, postage prepaid, to each Member of the Association at the address for notices to Members as provided for in the Association Documents and shall publish the Policy by any reasonable means available, including but not limited to posting the Policy on its website, www.propertyolutionsbytm.com, by e-mail, mail, newsletter, if any, or personal delivery. The Policy, along with all other Policies of the Association, shall be available for inspection and copying in accordance with the Association's Policy regarding inspection and copying of Association records.

Enforcement. Any Owner's failure to receive the Policy shall not be a defense to any attempt by the Association to enforce the Policy or to levy fines, expenses, or attorney's' fees as a result of a violation of the Policy.

Definitions. As used in the Association Policies, capitalized terms shall have the same meanings as defined in the Declaration.

Conflicts. The Policies adopted by the Association are supplemental to the Association Documents and The Act. In the event of a conflict between the provisions of any Policy and the Declaration, the Declaration and The Act shall control.

Severability. The provisions of the Association Policies shall be independent and severable. The invalidity of any one or more of the provisions of any Association Policy by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which shall remain in full force and effect.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Countryplace Estates HOA, a Colorado nonprofit corporation, certifies that the foregoing Resolution #0001 was introduced for first reading at a duly called and held meeting of the Board on Sept 11, 2016, and is hereby approved and adopted by the Board, at a duly called and held meeting of the Board on Sept 11, 2016, and in witness thereof, the undersigned has subscribed his/her name.

Countryplace Estates HOA

By: [Signature] 9-11-16
President

By: [Signature]
Secretary

POLICY # 0002: ENFORCEMENT OF COVENANT AND RULES

Adopted 09-11-16

The following procedures have been adopted by the Countryplace Estates Homeowners Association ("Association") pursuant to the provisions of C.R.S. §38-33.3-209.5, C.R.S. §38-33.3-308, the Association Documents, and The Act, at a regular meeting of the Board of Directors.

Purpose: The Board of Directors has the duty to manage the Association and regulate the use of the common elements. The Association Documents establish rules and obligations of the Members. This Policy sets forth the procedures for enforcing the provisions of the Association Documents and The Act.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy to govern the enforcement of the Association's Documents, Rules, and Restrictive Covenants:

Authority. The Board has the power and duty to hear and make decisions regarding violations of the Association Documents to impose fines or other sanctions against Members. The Board may determine appropriate enforcement action on a case by case basis, and take other actions as it may deem necessary to assure compliance with the Association Documents and to create a safe and harmonious living environment.

Violations may be observed by the Board of Directors, the management company, a committee member or reported via written correspondence through email or mail service. The complaint must state specifically the violation observed and include who the violating party was, what was observed, the date, place and time of the violation and any other pertinent information such as license plate number, etc.

If full details are not provided with a complaint, further action beyond additional observations cannot be made. The Board or the management company will investigate the complaint further and will make additional observation if required.

If a complaint is found to be in violation of a municipal code, the complaint will be forwarded to the appropriate authorities.

If a violation is found and documented the following actions will be taken:

- A letter will be sent to the owner (and tenant if it is known the unit is being used as a rental, and the property management company, if applicable) stating that the violation has occurred while referring them to the governing documents which appears to be in violation. This letter will allow the unit owner to forward documentation if they believe the violation did not occur. The unit owner will have 7 (seven) days to respond to the letter to correct the violation.
- If the violation is still observed after 7 (seven) days, a second letter will be sent to the Owner (and the tenant if it is known the unit is being used as a rental, and the property management company, if applicable) stating that if the violation continues then fines will be imposed. The unit owner will have 7 days to correct the violation or request a hearing with the Board (see Dispute Resolution Policy for specifics)

- Violations that Constitute a Present Danger. If, in its sole discretion, the board deems that any violation or alleged violation is or may be an immediate or substantial threat to the health, safety, or welfare of the community or an individual, the Board may impose any appropriate sanctions as necessary to abate the threat to health, safety, or welfare of the community or individual, without conducting a hearing as provided in this Policy. Following any actions of the Association to abate a present danger, the matter shall be addressed as provided in this policy.

If the violation is not corrected and/or a hearing is not requested or after hearing the Owner is still found to be in violation the Association will levy the following fines:

Schedule of Fines: Number of violations in a 12-month period

Violations in Article III – Restrictions on use

- First Violation: Warning
- Second Violation: \$50.00
- Third Violation: \$100.00

Architectural Violations

- Each violation: \$150.00 plus \$50.00 per day until plans have been submitted.

Parking and Vehicular Violations

- First Violation: Warning plus cost of damages, if any, to Common Areas
- Second Violation: \$50.00 plus cost of damages, if any, to Common Areas
- Third Violation: \$100.00 plus cost of damages, if any, to Common Areas

Landscape and Maintenance, Debris/Cleanup Violations

- First Violation: Warning
- Second Violation: \$50.00
- Third Violation: \$100.00 plus cost of clean-up

For Each subsequent violation within a 12-month period: \$250.00

It is the responsibility of the Owner to notify the Board that a violation has been rectified.

Non-payment of fines will fall under the Collection of Unpaid Assessments Policy #0003.

Voting rights will be suspended for any Owner who is in violation of the CC&R's

Owner Obligation. The Member (Owner(s) of Record) of real estate subject to the Declaration shall have the primary obligation to pay fines imposed for their actions and actions of their tenants, Family members, and guests. Fines imposed pursuant to these enforcement policies and procedures shall become a Special Assessment imposed against the Member's (Owner(s) of Record) real estate and enforceable as provided in the Declaration.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Countryplace Estates HOA, a Colorado nonprofit corporation,

certifies that the foregoing Resolution # 0002 was introduced for first reading at a duly called and held meeting of the Board on Sept 11, 2016, and is hereby approved and adopted by the Board, at a duly called and held meeting of the Board on Sept 11, 2016, and in witness thereof, the undersigned has subscribed his/her name.

Countryplace Estates HOA

By: [Signature] 9-11-16
President

By: [Signature] 9-11-16
Secretary

POLICY #0003: COLLECTION OF UNPAID ASSESSMENTS

Adopted 09-11-16

The following Policy has been adopted by the Countryplace Estates HOA ("Association") pursuant to C.R.S. §38-33.3-209.5, and in accordance with C.R.S. §38-33.3-123, §38-33.3-315, §38-33.3-316, the Association Documents and The Act, at a regular meeting of the Board of Directors.

Purpose: All Members are obligated by the Declaration to pay all dues and Assessments in a timely manner, and failure to do so jeopardizes the Association's ability to meet its financial obligations. Failure of Members to pay Assessments in a timely manner is also costly to the Association and unfair to other Members. Accordingly, the Association, acting through the Board must take steps to ensure timely payment of Assessments so that it may operate in a fiscally responsible manner. The purpose of this Policy is to establish a uniform and systematic procedure for collecting Assessments and other charges of the Association, thus ensuring the financial well-being of the Association; and to adopt a zero tolerance waiver policy with regard to the application of applicable late fees and interest.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy governing the collection of Assessments and other charges of the Association:

1. Due Dates.

(a) Annual HOA Assessment. The annual Home Owner Association (HOA) Assessment as determined by the Association shall be due and payable monthly on the first (1st) day of the month. Monthly HOA Assessments not paid to the Association by the eleventh (11) day of the month following the due date, shall be considered past due and delinquent.

(b) Other Amounts Due to the Association. Other Assessments, charges, and payments due to the Association shall be due and payable on the first (1st) day of the month and shall be considered past due and delinquent on the eleventh (11th) day following the due date.

(c) Transfer of Ownership. In the event that the ownership of a Lot is transferred on a day other than the first day of the month, the monthly installment of the HOA Assessment and any other Assessments, charges and payments due and payable to the Association for the month of closing shall be prorated to the date of closing. Unless otherwise allowed by the Association in writing, and if not sooner paid by the seller and/or buyer, all Assessments, charges, and payments due and payable to the Association shall be paid at closing.

2. Late Charges and Interest Charges. Beginning the second month of delinquency, the Association shall be entitled to impose a late charge of five percent (5%) of the delinquent balance on each past due and delinquent installment. If any Assessment is not paid within thirty (30) days after its due date, the amount due shall bear interest at a rate of eighteen percent (18%) per annum from the due date until paid. All late charges and interest charges shall be due and payable immediately, without notice, in the manner provided for payment of Assessments.

3. Return Check Charges. A fee in an amount that equals what the bank charges the HOA for returned checks or other instrument shall be assessed against a Member in the event any check or other instrument attributable to or payable for the benefit of such Member is not honored by the bank or is returned by the bank for any reason whatsoever, including, but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. If two or more of a Member's checks are returned unpaid by the bank within any twelve (12) month period, the Association may require that all of the Member's future payments, for a period of one year, be made by certified check or money order.

4. Attorney Fees on Delinquent Accounts. The Association shall be entitled to recover its collection costs and reasonable attorney fees and costs incurred in the collection of Assessments or other charges due the Association from a delinquent Member, without the necessity of commencing a legal proceeding.

5. Application of Payments made to the Association. The Association reserves the right to apply all payments received on account of any Member first to payment of any and all attorney fees and costs, then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such Member, and any remaining amounts shall be applied to the Assessments due with respect to such Member.

6. Collection Procedure; Lien.

(a) First Notice. The original written communication to the Member regarding the annual HOA Assessment or any other Assessment, charge or payment owed to the Association, however accomplished by the Association, constitutes the first notice to the Member of an amount due to the Association.

(b) Statutory Lien. The Association has a statutory lien on a Lot for any Assessment levied against the Lot and other fines and charges allowable under The Act as Assessments imposed against the Member. The recorded Declaration constitutes record notice and perfection of the lien, no further recordation of any claim of lien for Assessments is required for the statutory lien. The amount of the lien includes the amount of any Assessment and all allowed charges from the time they become due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid acceleration of installment obligations. The Association's lien has priority over other liens as provided by The Act.

(c) Notice of Delinquency. After an installment of the annual HOA Assessment or any other Assessment, charge or payment owed to the Association becomes thirty (30) days past due, the Association shall cause a notice of delinquency to be sent to the Member who is delinquent in payment. The notice of delinquency is the second notice to the Member of the amount due to the Association, shall include any applicable fees, late charges and interest, and offer a six (6) month payment plan and/or an opportunity for the Member to meet with the Board of Directors of the Association. Failure of the Member to respond within thirty (30) days is grounds for the Association to pursue its remedies at law.

(d) Foreclosure and Other Remedies. The Association's lien may be foreclosed in a like manner as a mortgage on real estate, or as provided by The Act, and the Association has the right to pursue other available remedies, including suits to recover sums. The Association has the right to accept a deed in lieu of foreclosure.

(f) Attorney Fees. The Association shall be entitled to costs and reasonable attorney fees incurred by the Association in a judgment or decree in any action or suit brought by the Association in accordance with The Act.

7. Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to refer delinquent accounts to its attorney for collection. After consultation with the Board, the attorney shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent Member's property.

8. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to assign delinquent accounts to one or more collection agencies for collection.

9. Waivers. Nothing in this Resolution shall require the Association to take specific actions other than to notify Members of the adoption of this Policy. The Association has the option and right to continue to evaluate each delinquency on a case by case basis. Although a zero tolerance waiver policy does exist and will be applied, the Association retains the authority to grant a waiver of any provision herein upon petition in writing by a Member showing an extreme personal hardship or other valid basis for a waiver. Such relief granted a Member shall be appropriately documented in the records of the Association, including the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances.

10. Delinquencies Constitute Covenant Violations. Any delinquency in the payment of any Assessments shall constitute a violation of the covenants contained in the Declaration, and following notice and an opportunity to be heard, the Association shall be entitled to impose sanctions on the delinquent Owner consistent with the Association's Enforcement of Covenants and Rules: Notice and Hearing Policy.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Countryplace Estates HOA, a Colorado nonprofit corporation, certifies that the foregoing Resolution # 0003 was introduced for first reading at a duly called and held meeting of the Board on Sept 11, 2016, and is hereby approved and adopted by the Board, at a duly called and held meeting of the Board on Sept 11, 2016, and in witness thereof, the undersigned has subscribed his/her name.

Countryplace Estates HOA

By:  9.11.16

President

By: Michelle Katz
Secretary

POLICY #0004: DISPUTE RESOLUTION BETWEEN OWNERS AND ASSOCIATION

Adopted 09-11-16

The following procedures have been adopted by the Countryplace Estates HOA, ("Association") pursuant to the provisions of C.R.S. §38-33.3-209.5, the Association Documents and The Act, at a regular meeting of the Board of Directors.

Purpose: The purpose of this Policy is to adopt a standard procedure to be followed for alternative dispute resolution (ADR) when disputes arise between a Member and the Association.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy governing disputes between Members and the Association:

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

2. General Policy. If the dispute cannot be resolved informally, it is the general policy of the Association to use an Alternative Dispute Resolution to resolve disputes which involve the Association and a Member. Alternative Dispute Resolution ("ADR") is defined as a procedure for settling a dispute by means other than litigation, such as mediation or binding or non-binding arbitration.

3. Procedure. Except for the Exempted Claims defined in this Policy, the Association and the Member shall attempt to resolve the dispute using ADR methodologies prior to filing suit in any court of competent jurisdiction.

4. Exemptions. The following claims shall be exempt from the provisions of this Policy:

(a) Collection of Assessments. Any action by the Association against a Member to collect Assessments or other sums due to the Association, including foreclosure proceedings; and

(b) Enforcement Actions. Any action by the Association to enforce any provisions of the Association's Declaration, Bylaws, Rules and Regulations, or Policies; and

No Waiver. Failure by the Association to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.

Additional Remedies. These enforcement provisions may be in addition to other specific provisions outlined in the Association Documents, and the Association is not required to follow these enforcement provisions before seeking such other remedies. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

Statute of Limitations. Any claim of the Association which, if not pursued by the filing of a lawsuit, would be deemed barred due to the applicable statute of limitations.

5. ADR Not Required. Nothing in this Policy shall be construed to require any specific form of

alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Member waives any right to pursue whatever legal or other remedial actions available to either party.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Countryplace Estates HOA, a Colorado nonprofit corporation, certifies that the foregoing Resolution # 0004 was introduced for first reading at a duly called and held meeting of the Board on Sept 11, 2016, and is hereby approved and adopted by the Board, at a duly called and held meeting of the Board on Sept 11, 2016, and in witness thereof, the undersigned has subscribed his/her name.

Countryplace Estates HOA
By: [Signature] 9-11-16
President

By: [Signature] 9-11-16
Secretary