

**BENCHMARK CONDOMINIUM  
HOMEOWNERS ASSOCIATION  
D/B/A WESTLAKE VILLAGE  
CONDOMINIUM ASSOCIATION,  
INC.**

**GOVERNANCE POLICIES AND PROCEDURES**

**November 2025**

**BENCHMARK CONDOMINIUM HOMEOWNERS ASSOCIATION D/B/A  
WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC.  
GOVERNANCE POLICIES AND PROCEDURES**  
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In compliance with the Colorado Common Interest Ownership Act (“CCIOA”) and Benchmark Condominium Homeowners Association d/b/a Westlake Village Condominium Association, Inc.’s (the “Association”) Declaration, Bylaws, and Articles of Incorporation, the Board of Directors of the Association (the “Board”) hereby adopts the following policies and procedures, which reflect updates to CCIOA as of HB25-1043 and are intended to supersede and replace the previous CCIOA Responsible Governance Policies implemented by the Association.

**1. ADOPTION AND AMENDMENT PROCEDURE FOR GOVERNANCE POLICIES AND PROCEDURES**

- a. Definitions:
  - i. A *policy* is a course or principle of action adopted to guide the Board.
  - ii. A *procedure* is an established or official way of conducting a course of action.
  - iii. A *rule* is defined as a regulation or requirement governing conduct or behavior. Rules, in general, may govern the use of property within the community and the behavior of residents and/or their guests while in the community.
  - iv. The “Governing Documents” of the Association shall be its Declaration, Bylaws, Articles of Incorporation, Rules & Regulations, Resolutions, or other governing principles passed by the Association, in and of themselves and to the extent that such documents are adopted and/or amended from time to time.
- b. Authority of the Board/Amendments. The Board shall have the authority to adopt and amend policies, procedures, and rules and regulations to the extent they do not conflict with the Governing Documents and/or applicable law that supersedes the provisions of the Governing Documents. Adoption and/or amendment of policies, procedures, and rules shall be accomplished by the affirmative vote of a majority of Board members at a meeting duly called and held pursuant to the Bylaws and other Governing Documents. The Board may adopt and/or amend policies, procedures, and rules without need for a meeting so long as the Board follows the procedures set forth in the Bylaws or herein for such circumstance. In adopting and/or amending policies, procedures, and rules, the Board shall exercise reasonable care and its sound discretion to ensure that such policies, procedures, and rules are reasonable, necessary, clear, unambiguous, relate to the purposes for which the Association exists, and that such do not create separate classes of members.

- c. Distribution of Policies, Procedures Rules and Regulations. Policies, procedures, and rules and regulations, once adopted, will be distributed to all Owners and may be effective as provided by the Board.

## 2. COLLECTION POLICIES AND PROCEDURES

- a. Due Dates, Late Fees, Interest, and Acceleration of Assessments.

- i. Due Dates. Regular assessments are due and payable monthly, in advance, on the first day of each month. Payment of all other assessments, special assessments, fees, fines, and other charges as allowed by Colorado law and/or the Governing Documents (with the exception of attorney fees, expenses, and costs, which are addressed below) shall be due and payable within fifteen (15) days of the Association's notice thereof. Payments shall be deemed received and may be posted on the date the payment is received in the Association's office or the Association's payment processor's office. Any installment not paid in full when due shall be considered past due and delinquent.
  - ii.
  - iii. Late Fees. A **\$50.00** late fee will be assessed on any accounts that are one (1) month past due. A **\$150.00** late fee will be assessed on any accounts that are two (2) months past due. A **\$250.00** late fee will be assessed once per month on any accounts that are three (3) or more months past due. Such late fees are the personal obligation of the Owner in the same manner as assessments are treated in the Governing Documents. Such late fees, if unpaid, may constitute a lien on the Unit in the same manner as assessments as set forth in the Governing Documents, CCIOA, and other Colorado law, however, these unpaid late fees cannot in and of themselves form the basis for a foreclosure action.
  - iv. Interest. Interest at the rate of 8% par annum may accrue on any delinquent regular or special assessment, fine, fee, or other charge without further notice to the Owner. Interest may be added to the Owner's account beginning fifteen (15) days following the due date. Such interest charges are the personal obligation of the Owner in the same manner as assessments are treated in the Governing Documents. Such interest charges, if unpaid, may constitute a lien on the Unit in the same manner set forth in the Governing Documents, CCIOA, and other Colorado law however, these unpaid interest charges cannot in and of themselves form the basis for a foreclosure action.
  - v. Acceleration. When an Owner has failed to pay at least three (3) monthly installments within fifteen (15) days of each monthly installments' due date, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment without notice. Upon

acceleration, that Owner loses the privilege of paying any and all assessments and charges in installments for the remainder of the fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion. This acceleration provision is not applicable in the event that an Owner is engaged in or entitled to engage in a payment plan as otherwise set forth in this Collection Policy.

b. Return Check Charges.

- i. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association and in the sole discretion of the Board:
  1. An amount equal to the face amount of the check, draft, or money order and a return check charge of \$20.00 or an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater; OR
  2. If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft or money order may be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.
- ii. Any returned check may cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.
- iii. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

c. Process For Addressing Delinquencies

- i. First Contact. After an account is thirty (30) days or more past due (whether due to nonpayment of assessments, fines, and/or fees), the Association shall first contact the Owner to alert the Owner of the Owner's delinquency. The First Contact shall be sent in the manner set forth below. The First Contact shall also contain a written offer for a repayment plan, which repayment plan shall have the minimum terms set forth below.
- ii. Notice of Delinquency. After an account is sixty (60) days or more past due (whether due to nonpayment of assessments, fines, and/or fees), and before

turning over a delinquent account to a collection agency or attorney for further legal or other action, the Association shall send the delinquent Owner a Notice of Delinquency which shall contain at least the following information:

1. The total amount due, with an accounting of how the total was determined;
2. Whether the opportunity to enter into a payment plan exists pursuant to CCIOA and instructions for contacting the entity to enter into such a payment plan;
3. The name and contact information for the individual the 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 Owner no later than seven (7) business days after receipt of the Owner's request;
4. That action is required to cure the delinquency and that failure to do so within thirty days may result in the unit Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the unit Owner's property, 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 and as set forth in this Collection Policy.
5. The availability of, and instructions on how to access, free online information through the HOA Information and Resource Center created in C.R.S. § 12-10-801(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 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.
6. An indication of whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges.
7. If the Notice of Delinquency concerns unpaid assessments, the Notice of Delinquency must notify the Owner that unpaid assessments may lead to foreclosure.
8. A description of the steps that the Association must take before the Association may take legal action against the Owner, including a

- description of the Association's cure process, in the event that the delinquency is connected to an alleged violation of the Association's Governing Documents.
9. A description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Association's Governing Documents.
  10. The Notice of Delinquency must be written in English and in any language that the Owner had indicated a preference for correspondence and notices.

iii. Contact by Association.

1. The First Contact and the Notice of Delinquency must be sent to the Owner via certified mail, return receipt requested. The Association may charge the Owner for the actual costs of sending such certified mail.
2. In addition, the Association shall contact the Owner by TWO of the following means:
  - A. 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. If the Association attempts to contact the Owner or designated contact by telephone but is unable to contact the Owner or designated contact, the Association shall, if possible, leave a voice message for the unit owner or designated contact;
  - B. 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;
  - C. Email to an e-mail address on file that the Owner or designated contact has provided to the Association.
  - D. 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.
3. An Owner is required to and shall provide the Owner's mailing address, cellular number, and e-mail address to the Association by sending an e-mail to the Association's Manager (or, if none, to the

President of the Board of the Association) with an identification of the Owner's mailing address, cellular number, and e-mail address.

4. An Owner may identify another person to serve as a designated contact for the Owner for the purposes of receiving the First Contact, Notice of Delinquency, or other similar notices. In order to so identify this designated contact, the Owner shall send an e-mail to the Association's Manager (or, if none, to the President of the Board of the Association) indicating the designated contact and the mailing address, physical address, telephone number, and e-mail address for such designated contact.
5. An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. In order to so identify this preferred language, the Owner shall send an e-mail to the Association's Manager (or, if none, to the President of the Board of the Association) indicating the preferred language for communications. If a preference is not indicated, the Association shall send the correspondence and notices in English.
6. The Owner and the Owner's designated contact must receive the same correspondence and notices anytime communications are sent out; except that the Owner must receive the correspondence and notices in the language for which the Owner has indicated a preference, if any.
7. The Association shall keep a record of all contacts by the Association to the Owner, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

iv. Referral of Delinquent Account.

1. The Association and/or its Manager (if any) shall refer a delinquent account to a collection agency or attorney only if a majority of the Board of Directors votes to refer the matter in a recorded vote at a meeting conducted pursuant to CCIOA § 38-33.3-308(4)(e).
2. The Association may not take legal action for unpaid monthly assessments until the Owner has failed to pay at least (3) monthly installments within fifteen (15) days of each monthly installments' due date.

v. Itemization of Delinquency.

1. On a monthly basis and by first-class mail and, if the Association has the relevant e-mail address, by e-mail, the Association shall send to each Owner who has any outstanding balance owed 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 and shall also send the itemized list to the designated contact for the Owner, if any.
- d. Application of Payments. All payments received on account of any Owner or the Owner's property must be applied as follows: first to delinquent assessments reduced to judgment; then to delinquent assessments not reduced to judgment; then to post-judgment attorneys' fees, costs, and expenses; then to attorneys' fees, costs, and expenses not reduced to a judgment; then to interest; then to late fees; then to return check charges; then to fines and other amounts levied pursuant to the Governing Documents reduced to judgment; then to fines and other amounts levied pursuant to the Governing Documents that are not reduced to judgment.

e. Repayment Plan

- i. The Association shall make a written offer to the Owner (in the First Contact) and shall otherwise make a good-faith effort to coordinate with the delinquent Owner to set up a repayment plan that, at a minimum, permits the Owner to pay off the total deficiency amount in monthly installments over a period of at least eighteen (18) months.
- ii. An Owner shall have thirty (30) days after the Association provides the Owner with a written offer to enter into a repayment plan in which to either accept or decline the repayment plan. An Owner who fails to accept the Association's written offer for a repayment plan within thirty (30) days after the written offer shall be deemed to have declined the repayment plan.
- iii. 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 until the balance of the amount owed is less than twenty-five dollars.
- iv. More lenient repayment plans may be entered into at the sole discretion of the Board and the Board's decision to enter into a more lenient plan as to one Owner or circumstance shall not be construed as a waiver of the right of the Board to require a repayment plan that strictly complies with the minimum requirements of CCIOA.

- v. For purposes of the repayment plan, delinquent assessments include regular and special assessments, fees, charges, late charges, attorney fees, costs, fines, interest, and any and all charges otherwise allowed by Colorado law and/or the Governing Documents.
- vi. The repayment plan delineated herein is not available to an Owner who does not occupy the unit at issue and who acquired the property (A) as a result of a default of a security interest encumbering the unit or (B) foreclosure of the Association's lien on such unit.
- vii. The Association is not obligated to negotiate a repayment plan with an Owner who has previously entered into a repayment plan.
- viii. An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.
- ix. The Association may pursue collection, legal action, or any other available remedies against an Owner if the Owner fails to comply with the terms of his or her repayment plan. An Owner's failure to remit payment of three or more agreed-upon installments within fifteen (15) days after each installment was due, or to remain current with regular assessments as they come due during the repayment period, constitutes a failure to comply with the terms of the Owner's repayment plan. The Association may not commence legal action to initiate a foreclosure proceeding based on an Owner's delinquency in paying assessments unless and until the Owner fails to pay at least three of the monthly installments within fifteen (15) days after the monthly installments were due.

f. Remedies Of Association

- i. In the event that an account remains delinquent for more than thirty (30) days after the Association's Notice of Delinquency and assuming that an Owner either is not eligible for a repayment plan, declined the repayment plan, or violated such repayment plan, the Association may, in the sole discretion of the Board, take the following action: (1) record a Notice of Assessment Lien against the subject unit and (2) refer the matter to a collection agency or attorney for further collections activities (provided that the referral has been authorized by a majority vote of the Board of Directors in a recorded vote at a meeting conducted pursuant to CCIOA § 38-33.3-308(4)(e)), which collection agency or attorney shall send a demand letter to the Owner.
- ii. In the event that the annual assessment is payable in installments, each installment may be subject to a statutory lien if the Owner fails to pay the installment within fifteen (15) days after the installment becomes due, but

the Association may not pursue legal action for unpaid monthly installments until the Owner has failed to pay at least three (3) monthly installments within the time period that each monthly installment is due.

iii. Pursuant to the Governing Documents and Colorado law, the Association shall have the right, but not the obligation, to pursue the following additional non-exclusive remedies against a delinquent Owner:

1. Commence a lawsuit against the delinquent Owner in which the Association shall seek a personal judgment against the Owner in the total amount of the Owner's delinquency, including all past due regular and special assessments, fees, charges, late charges, attorney fees, costs, fines, interest, and any and all charges otherwise allowed by Colorado law and/or the Governing Documents. The delinquent Owner's obligation to pay regular or special assessments as they come due shall continue during the pendency of the litigation and any and all fees, fines, charges, and pre-judgment interest shall continue to accrue during the pendency of the litigation.
2. Foreclose on the Association's lien on the delinquent Owner's unit in the manner provided for by Colorado law and the Governing Documents, assuming that the Association has satisfied the dictates of Colorado law in connection with obtaining or attempting to obtain a personal judgment against certain categories of Owners. The delinquent Owner's obligation to pay regular or special assessments as they come due shall continue during the pendency of the foreclosure and any and all fees, fines, charges, and pre-judgment interest shall continue to accrue during the pendency of the foreclosure. **HOWEVER**, the Association may not foreclose on its lien unless the following requirements are met:
  - A. The balance of the assessments and charges secured by the Association's lien must equal or exceed six months of common expense assessments based on a periodic budget adopted by the Association; and
  - B. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis. The Board may not delegate its duty to act under this subparagraph (B) to any attorney, insurer, manager, or other person.
  - C. The Association may not foreclose on an assessment lien if the debt securing the lien consists only of one or both of the following; (i) fines that the Association has assessed against the Owner; or (ii) collection costs or attorney fees that the

Association has incurred and that are only associated with assessed fines.

- D. At least thirty (30) days before initiating legal action to foreclose its lien, the Association shall provide written and electronic notice to the Owner or the designated contact that the Owner has the right to engage in mediation prior to litigation. To initiate mediation, the Owner must respond within thirty (30) days after the date of the notice. To participate in mediation, both parties must select a mutually agreeable mediator knowledgeable about CCIOA and common interest community disputes and schedule the mediation session within thirty (30) days after the Association sends the notice.
- E. At least thirty (30) days before initiating legal action to foreclose its lien, the Association shall provide written and electronic notice to all lienholders identified on the Owner's property records of the pending legal action for foreclosure. The notice must include the amount of any outstanding assessment and other money owed.
- F. At least thirty (30) days before initiating a legal action to foreclose an Association lien, the Association shall provide written and electronic notice to the Owner or the Owner's designee that:
  - i. the Owner has the right to participate in credit counseling at the Owner's expense and that information relating to obtaining credit counseling and the consequences of foreclosure by an association is available through the HOA Information and Resource Center created in C.R.S. § 12-10-801(1) or through a link to the federal Department of Housing and Urban Development on the Department of Local Affairs' website; and
  - ii. credit counseling may include:
    - a. discussion of amounts owed to the Association in unpaid assessments and related costs;
    - b. the impact of foreclosure on the Owner's credit;
    - c. additional debt that may be incurred by the Owner if foreclosure by the Association is completed;
    - d. options available to the Owner to retain title to the Unit or to remain in the Unit; and any other

options that may be available to the Owner to avoid foreclosure.

- G. In addition to the notifications or information that the Association is required pursuant to C.R.S. § 38-33.3-209.5 to provide to an Owner prior to initiating a legal action, at least thirty (30) days before initiating a legal action to foreclose an Association lien under this section, the Association shall provide notice to the Owner of the Association's intent to foreclose the lien under this section.
- i. The Association shall send the notice of intent to foreclose the Association lien to the Owner or the Owner's designated contact, if the Owner has identified another individual to serve as a designated contact pursuant to C.R.S. § 38-33.3-209.5 (1.7).
  - ii. If the Owner or the Owner's designated contact has notified the Association of a preference to receive notices in a language other than English pursuant to § 38-33.3-209.5 (1.7)(a)(i), the notice must be sent in the preferred language.
  - iii. For purposes of providing the Association's notice of intent to foreclose to the Owner, if the Association does not already have the information, prior to sending the notice, the association shall request from Owner or the Owner's designated contact, a telephone number for phone calls, a cellular number for texts, and an email address for emails.
  - iv. The Association shall send the notice of intent to foreclose by certified mail, return receipt requested, and by at least TWO of the following means:
    - a. 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. If the association attempts to contact the unit owner or designated contact by telephone but is unable to contact the Owner or designated contact, the Association shall, if possible, leave a voice message for the Owner or designated contact.

- b. 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;
    - c. email to an email address that the Association has on file because the Owner or designated contact has provided the email address to the association; or
    - d. 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.
  - v. The notice of intent to foreclose the Association lien must inform the Owner that:
    - a. the Association intends to file a lawsuit against the Owner's property and that, if the Court forecloses on the lien, the Court will order the sale of the Unit at auction to pay the delinquent assessments due to the Association;
    - b. based on the sale price of the unit at auction, the Owner could lose some or all of the Owner's equity in the Unit;
    - c. the Owner has a right to participate in credit counseling prior to foreclosure;
    - d. the Owner has a right to participate in mediation with the association prior to foreclosure; and
    - e. the Owner has access to, and instructions on how to access, free online information through the HOA Information and Resource Center created in C.R.S. § 12-10-801(1) relating to foreclosure by an association.
- H. No later than five (5) business days after the Association initiates legal action to foreclose an assessment lien described

in this section, the Association shall provide written and electronic notice to all lienholders identified in the Owner property records of:

- i. the right to cure the nonpayment pursuant to C.R.S. § 38-38-104; and
  - ii. the right of the Owner to file a motion to stay the sale of the property at auction pursuant to C.R.S. § 38-38-109.5.
- I. If a Unit has been foreclosed on by the Association, the Unit shall not be purchased by a member of the Board of Directors, an employee of the Association's management company representing the Association, an employee of the law firm representing the Association, an immediate family member of any of these individuals or by a community management company representing the Association.
- i. This prohibition includes an individual or management company that was, at any time during the five-year period immediately preceding the sale of the foreclosed Unit, an individual or management company described above.
  - ii. This prohibition includes a business entity that was, at any time during the five-year period immediately preceding the sale of the foreclosed Unit, owned or affiliated with an individual or management company described above.
  - iii. A person that purchases a Unit through the foreclosure of a lien described in this section acquires the Unit subject to any covenants or limitations on the use or sale of the Unit to which the previous Unit Owner was subject.
- J. At any time after the Association files an action for foreclosure of the Association's lien on a Unit, but prior to the sale date at auction, the Owner or the Owner's designated representative may file a motion with the Court to stay the sale of the Unit with notice of the Owner's intent to list the Unit for sale for the fair market value of the Unit or an alternate amount as specified herein. The Owner or the Owner's designated representative shall provide notice of the motion to stay the sale to the Association and to the officer. The Owner shall state in the

motion to stay: (i) the fair market value of the Unit, as determined by: (a) an appraisal of the Unit; (b) a market analysis conducted by a licensed real estate agent; (c) an estimate from an online real estate marketplace company; or (d) the assessed value of the Unit recorded in the County Assessor's property tax records on the date of the Court's order to sell the Unit; (ii) an alternate value for the unit that, if less than the fair market value of the unit, exceeds the sum of all liens and any fees or costs advanced by the holder of the evidence of debt. The Court may allow the Owner additional time to submit the fair market value or alternate value to the court. The Owner shall list the Unit at the sale price specified in the motion to stay, unless the Association objects to the Owner's declared fair market value or alternate value of the Unit. The Association may submit evidence of the Unit's value to the court. Based on the evidence, the court shall set the initial list price of the Unit and may further order a change to the list price if supported by sufficient evidence. The Court's order staying the sale of the Unit at auction is in effect for nine months after the date of the order. The court may extend the stay of the sale of the Unit at auction beyond nine months upon evidence that the sale of the Unit is imminent or for good cause, as determined by the Court. If a sale date was scheduled, the officer shall post or provide notice of the continuance of the sale while the stay is in effect. The Court shall enter any orders necessary to ensure that the proceeds of the sale of the Unit are held in escrow and distributed by the Court in accordance with lien priority and other applicable law. A purchaser of a Unit listed for sale shall take title to the Unit free and clear of any encumbrances relating to filing of the foreclosure action.

3. Continue to accrue regular and special assessments and other fees, interest, fines, and charges against the delinquent Owners' unit until, in the Board's sole discretion, it makes economic or other sense to pursue collections activities against the Owner.
4. The Board may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent the waste and deterioration of the property.

5. At any time after obtaining a money judgment against an Owner, the Association, through its attorney, may file Writs of Garnishment with the appropriate court to attach wages or assets for the benefit of the Association in payment of the judgment.
  6. The Board may revoke the delinquent Owner's right to utilize the common elements of the Association during the pendency of such Owner's delinquency.
  7. The Board may suspend the delinquent Owner's voting privileges in the Association during the pendency of such Owner's delinquency.
  8. Any other remedies customarily and reasonably employed by the Association or homeowners' associations of its type.
- g. Small Claims Court. The Association and each Owner may, but are not required to, utilize the processes of the Small Claims Court to enforce rights and responsibilities arising under the Association's 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. The Association and each Owner may utilize the processes of the Small Claims Court in actions involving injunctive relief to (1) enforce rights or responsibilities arising under the Association's Governing Documents, including actions seeking declaratory relief, subject to the jurisdictional limit of the Small Claims Court; (2) enforce restrictive covenants on residential property, subject to the jurisdictional limit of the Small Claims Court.
- h. Attorney Fees and Other Costs Of Collection. Once a matter has been referred to a collection agency or attorney for collections activities or legal action, the Association shall incur attorney fees, costs, and other expenses in connection therewith. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Governing Documents and Colorado law. The Association's right to recover reasonable attorney fees and collection costs may be limited by current Colorado law. Attorney fees, expenses, and other costs of collection incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand. The Association need not initiate legal action in order to demand and recover the attorney fees, expenses, and other costs of collection incurred by the Association in addressing an Owner's delinquency.
- i. Delegation of Authority to Sign Notice of Lien. The Board delegates authority to the Association's attorney, its manager or managing agent (collectively, "Manager"), or its accountant to sign and acknowledge the Notice of Assessment Lien. This limited delegation does not delegate the Board's sole ability to authorize the referral of the

matter to an attorney or collection agency or to engage in legal action as otherwise set forth in this Collection Policy and CCIOA.

- j. **Communication with Association.** Once a delinquent account has been referred to a collection agency or attorney as set forth in this Collection Policy, the delinquent Owner shall communicate exclusively with such collection agency or attorney unless and until the Association, either directly or by and through an attorney or agent, notifies the Owner that the Owner may discuss the delinquent account directly with the Association or the Manager.
- k. **Bankruptcies and Public Trustee Foreclosures.** Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Unit within the Association, the Association may advise the Association's attorney of the same and may turn the account over to the Association's attorney.
- l. **Waivers; Ongoing Evaluation.** The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained in these Policies and Procedures, as the Association may determine appropriate under the particular circumstances and in accordance with all applicable laws. Any such accommodation may be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy. Nothing in this policy shall require the Board to take specific actions at a specific time but the Board shall not take any action in less than the time stated herein for a particular action. The Board has the option and right to continue to evaluate each delinquency on a case-by-case basis.
- m. **Credit Report.** In the event that any Owner becomes delinquent in the payment of assessments as set forth herein, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled by the Association or an agent of the Association, in order to facilitate the collection of unpaid assessments.
- n. **Service or Manager Fees.** In the event that the Association incurs any type of service fee (regardless of its appellation) for the handling and processing of delinquent accounts on a per account basis, such fee(s) shall be the personal obligation of the Owner in the same manner as assessments are treated in the Governing Documents. However, the Association may not charge an Owner for providing a copy of their statement of account/ledger.
- o. **Defenses.** Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of Assessments or other charges, late charges, return check charges, attorney fees, and/or costs otherwise payable to the Association.

### **3. CONDUCT OF MEETINGS POLICY AND PROCEDURE**

In addition to the provisions set forth herein, the meetings of the Association and the Board shall be conducted in compliance with the Bylaws, the Colorado Common Interest Ownership Act, and the Colorado Non-Profit Corporation Act.

#### **a. Annual Meetings/Special Owner Meetings.**

- i. **Notice.** Notice of an Ownership meeting shall be sent to each Owner via first class mail or electronic mail delivered to the address provided to the Association by such Owner and as otherwise set forth in the Bylaws. The notice of any meeting shall additionally be physically posted in a conspicuous place, to the extent that such posting is a feasible and practicable for the Association, in addition to any electronic posting or electronic mail notices that may be given.
- ii. **Registration/Proxies.** Each Owner shall sign in prior to the meeting for himself/herself and for any proxies he/she holds. At such time, if the Owner wishes to speak on an agenda item, such Owner shall indicate that desire and whether the Owner is for or against such agenda item. If an Owner fails to indicate a desire to speak, such Owner may be allowed to speak as the chair determines in the chair's sole discretion.

If an election or vote is to be held, the Owner will be given the appropriate number of ballots, including for any proxy that he or she might hold. Any Owner as allowed by C.R.S § 7-127-203 may give proxies. The Association's Secretary or designee shall review all proxies as to the following: (1) Validity of the signature; (2) Signatory's authority to sign for the Owner; (3) Authority of the Owner to vote; (4) Conflicting proxies; (5) Expiration of the proxy. The Association shall retain any and all proxies.

- iii. **Voting.** Contested elections of Board members (defined as elections in which there are more candidates than positions to be filled) shall be conducted by secret ballot, unless a majority of the Owners agrees to conduct voting by hand or by voice. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder.

Uncontested elections of Board members (defined as elections in which the number of candidates is equal to or less than the positions to be filled) and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board including acclamation by hand, by voice, or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community (whether or not binding on the Association as addressed below) shall be by secret ballot at the discretion of the Board or upon the request of 20% of the

Owners who are present at the meeting or represented by proxy. If secret balloting is not required, the Association may indicate the number of proxies held on the ballot itself.

Ballots shall be counted by a neutral third party or by a committee of volunteers who may be Owners selected or appointed at an open meeting by the President of the Board or other person presiding during that portion of the meeting. The committee of volunteers may not be Board members and, in case of a contested election for a Board position, may not be candidates. The results of a vote taken by secret ballot shall be reported without identifying information of Owners participating in such vote. Once a vote is taken, there will be no more discussion of that topic.

- iv. Call to Order and Conduct of the Meeting. The President of the Board, or other person directed by the Board, will call the meeting to order and conduct the meeting. The meeting may proceed in the order set forth in the agenda or as set forth in the Bylaws.
- v. Owner Participation. Each Owner who wishes to speak will be given a reasonable time to speak, provided the chair may impose reasonable time limits to facilitate Owner participation. The time limit set by the chair shall be uniform as to all Owners. Owners shall speak in the order in which they have signed in, as above. Owners may not speak a second time until everyone who wishes to speak has been given an opportunity to speak once. Owners may not speak more than twice on any one topic, subject to the chair's sole discretion. Yielding of time by a speaker to another individual shall not be permitted.
- vi. Decorum. Owners must maintain decorum and refrain from addressing the meeting or Board until recognized by the chair. Upon being recognized, the Owner must state his/her name and address.
- vii. Interruptions and Owner Conduct during Owner Meetings. Owners may not interrupt anyone who validly has the floor, or otherwise disrupt the meeting. Only one Owner may speak at a time. Owners may not engage in personal attacks on either Board members or other Owners. All comments and questions are to be delivered in a businesslike manner and comments may be confined to matters germane to the agenda item being discussed. No Owner may use abusive, rude, threatening, vulgar, or crude language.
- viii. Rulings of the Chair. Owners must obey all orders made by the meeting chair, including an order to step down. Any Owner who refuses to follow the above rules will be asked to immediately leave the meeting.

- ix. Motions of Owners. Any motions must be seconded prior to discussion and voting. Because the nature of a motion and vote may be outside the Owners' authority, the Board reserves the right to determine whether a motion will be considered binding on the Association or if there is another recommendation for proceeding or not proceeding. Such determination may be made following consultation with legal counsel.
- x. Robert's Rules of Order. Meetings of Owners are not required to be held in accordance with Robert's Rules of Order. Robert's Rules of Order, in a simplified form, may be utilized at Owner meetings. The chair of the meeting shall set such additional rules of order as may be necessary or appropriate.
- xi. Recording/Minutes - No meeting of the Owners may be audio, video or otherwise recorded except by the Board to aid in the preparation of minutes. The Association shall keep minutes of actions taken.

d. Board Meetings.

- i. Notice. Notice of Board meetings shall be given to directors as provided in the Bylaws. If a schedule is set for regular Board meetings, no notice beyond the schedule need be given.
- ii. Attendance and Executive Sessions. All Board meetings shall be open to attendance by Owners, or their representatives, provided that the Board may go into executive or closed session for the following purposes:
  - (A) Matters pertaining to employees of the Association or the Manager'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 would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding an Owner and any referral of delinquency; except that an Owner who is the subject of a disciplinary hearing or a referral of

delinquency may request and receive the results of any vote taken at the relevant meeting;

- (F) Review of or discussion relating to any written or oral communication from legal counsel.

Owners may be excluded from executive or closed session. The Board may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting or a part thereof. Prior to going into executive or closed session, the chair of the meeting may announce the purpose for the executive or closed session. No rule or regulation of the Board 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 goes back into regular session following an executive session. The minutes of all meetings at which an executive session was held 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.

- iii. Agendas. The meeting agenda shall be made reasonably available for examination by Owners or their designated representatives. Items may be discussed pursuant to the meeting agenda, provided that items may be taken out of order if deemed advisable by the chair of the meeting. Items not on the agenda may be discussed once all other items have been concluded, time permitting. If items that are not on the agenda are discussed, Owners shall be given a reasonable opportunity to comment in accordance with the terms of these Policies and Procedures.
- iv. Owners' Forum. There may be an Owners' forum at the beginning of each regular Board meeting. The Owners' forum shall be for up to ten minutes, or such longer time as the Board may establish, and the Board may extend this time in its sole discretion. The rules for Owner participation during the meetings are as follows:
1. Each Owner who wishes to address the Board on an agenda item or on any other matter will be given a reasonable time to speak during the Owners' Forum, provided the chair may impose reasonable time limits to facilitate Owner participation. Any time limits will be uniform as to all Owners who wish to speak. If more than one person desires to address an issue on which the Board is to vote (after a motion and a second) and there are opposing views, the Board may provide for a reasonable number of Owners to speak on each side of the issue. After other Owners have had an opportunity to speak, then an Owner who has already spoken will be given another opportunity, time permitting in the sole discretion of the chair of the meeting. Owners may not speak more

than twice on any one topic, subject to the chair's discretion. Yielding of time by a speaker to another individual shall not be permitted.

2. Each Owner who wishes to speak must be recognized by the chair. Once recognized, the Owner must state his/her name and address.
  3. All comments must be delivered in a businesslike and professional manner. Personal attacks or inflammatory comments will not be permitted. Comments are to be relevant to the purpose of the meeting or issue at hand.
  4. An Owner who wishes to speak about any matter on the agenda of the Board meeting may do so only during the Owners' forum. An Owner who wishes to speak about any matter not on the agenda of the Board meeting may do so outside the time for the Owners' forum only if permitted by the chair as determined in the sole discretion of the chair.
  5. The Board is not obligated to take immediate action on any item presented by an Owner or to immediately answer a question presented by an Owner.
  6. Owners must obey all orders made by the meeting chair, including an order to step down. Any Owner who refuses to follow the rules will be asked to immediately leave the meeting.
- v. Business of the Board. Following the conclusion of the Owners' forum, the Board will proceed with the business portion of the meeting. Owners who attend or remain may not participate in deliberation or discussion during this portion of the Board meeting unless expressly authorized by a vote of the majority of a quorum of the Board.
- vi. Recording/Minutes - No meeting of the Board may be audio, video or otherwise recorded except by the Board to aid in the preparation of minutes. The Association shall keep minutes of actions taken.
- vii. Robert's Rules of Order. Board meetings are not required to be held in accordance with Robert's Rules of Order.
- viii. Action Taken Without A Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board, which writing may take the form of e-mail. Any action so approved shall have the same effect as though taken at a meeting of the Board.
- e. Deviation. The Board may deviate from the procedures set forth herein if in its sole discretion such deviation is reasonable under the circumstances.

- f. **Cordial And Courteous Conduct.** The requirements for businesslike and professional conduct during the course of meetings also apply to any and all communications or actions whatsoever by and/or between Owners, Board members, Association management, any person affiliated with or acting on behalf of the Association, residents, tenants, guests, licensees, invitees, occupants, persons present on Association property, and persons discussing Association business. Specifically, all such persons may not engage in personal attacks, must deliver questions or comments in a professional and businesslike manner, and must refrain from using abusive, rude, threatening, vulgar, or crude language.

#### **4. CONFLICT OF INTEREST POLICY**

- a. **Definitions:**
- i. “Conflicting interest transaction” means a contract, transaction, or other financial relationship between: (A) the Association and a director, or (B) between the Association and a party related to a director, or (C) between the Association and an entity in which a director of the Association is a director or officer.
  - ii. “Party related to a director” means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the director or party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.
  - iii. “Officer,” for purposes of this Conflict of Interest Policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.
- b. **Disclosure.** The director shall disclose the existence and material facts of the conflicting interest in the proposed transaction in an open meeting of the Board (or a committee of the Board, if the proposed transaction is to be approved by such committee) prior to the discussion and vote related to such proposed transaction. In the event that the matter is one that the Owners are entitled to vote thereon, the director shall disclose the existence and material facts of the conflicting interest in the proposed transaction to all such Owners entitled to vote thereon. Such disclosure shall be reflected in the minutes of the meeting at which it is made.
- c. **Participation and Voting.** The director shall not take part in the discussion and shall leave the room during the discussion and the vote on the conflicting interest transaction, unless the majority of the disinterested directors (even though they may not constitute a quorum) affirmatively vote to allow the interested director to take part in the

discussion or vote or is otherwise allowed to vote and remain in the room by applicable Colorado law.

- d. Quorum. The interested director shall count for the purpose of establishing a quorum of the Board for the matter in which there is a conflict.
- e. Approval of Transaction. No conflicting interest transaction may be approved unless it is fair, commercially reasonable to, and/or in the best interests of the Association. The conflicting interest transaction may be approved notwithstanding the conflict if the proper disclosures are made as set forth above and:
  - i. The Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or
  - ii. The conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Owners entitled to vote thereon.
- f. Loans. No loans may be made by the Association to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment of the loan.
- g. Review of Policy. The Association shall provide for review of the Association's conflict of interest policies, procedures, and rules and regulations on at least a triennial (every three years) basis.

## **5. COVENANT AND RULE ENFORCEMENT AND DISPUTE RESOLUTION POLICIES AND PROCEDURES**

- a. Enforcement Procedure. The Board may not impose fines unless and until the Association has sent or delivered written notice to the Owner as provided below and after all other prerequisites for fines are satisfied. However, compliance with the notice and hearing procedure set forth below is not required for the following: regular or special or other assessments, late charges, interest, fees, attorney fees, costs, expenses, or other charges imposed in connection with delinquent regular or special or other assessments; self-help remedies as provided in the Declaration and this Policy; and legal action for matters not otherwise discussed in this Policy.
  - i. Complaint(s). Any Owner within the community may send, via either e-mail or regular mail, the Association a formal, written complaint of a violation of the Governing Documents, with as much information as is known. Complaints may also be initiated by the Manager or any member of the Board. Complaints that cannot be independently verified by a Board member or the Manager must be in writing. The Board has no obligation to consider oral complaints or anonymous complaints. The Board shall have

the authority and sole discretion to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.

- ii. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Governing Documents shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such Notice to any non-Owner violator. The Notice shall describe the nature of the alleged violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the alleged violation or possible fine, the steps that must be taken to cure the alleged violation, and shall further state that the Board may seek to protect its rights as they are specified in the Governing Documents. All Notices shall be delivered by certified mail, return receipt requested, and also sent by either first-class mail, text message, or e-mail to the contact information that has been provided by the Owner. All Notices must be in English or in any language for which the Owner has indicated a preference for correspondence and notices and shall also be sent to the designated contact for the Owner, if any.
- iii. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within five (5) business days of the date of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided in these Policies and Procedures, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the five business day period, the Board may determine if there was a violation based upon the information available to it, and if so, shall continue with the Cure Process and Fine Procedure provisions set forth below.
- iv. Board of Directors to Conduct Hearing. The Board shall hear and decide matters set for hearing pursuant to the procedures set forth in these Policies and Procedures. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings and may appoint any other Owner to serve as part of the “impartial fact finder” or “impartial decision maker” body as defined in applicable Colorado law. After giving the applicable Owner reasonable opportunity to be heard on the matter at hand, the Board shall determine whether a violation exists and impose fines as appropriate.
- v. Conflicts. Any Board member or Owner who is incapable of objective, impartial, and disinterested consideration of any matter coming to hearing before the Association shall disclose such to the President of the

Association prior to the hearing on the matter, if possible, or, if advance notice is not possible, then such disclosure may be made at the hearing, and the Board member must be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) or Owners results in an even number of remaining Board members or Owners eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

- vi. Hearing. The Board shall inform the Owner of the scheduled time, place, and date of the requested hearing by mail, e-mail, personal delivery, or other means. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing will be conducted, and may introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation, to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing may be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board in accordance with the terms of CCIOA, all hearings may be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.
- vii. Decision. After all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its written findings and decision and shall thereafter follow the Cure Process and Fine Procedure provisions set forth below. A decision, either a finding for or against the Owner, may be by a majority vote of the Board of Directors or hearing body, as allowed for under the Governing Documents. The Board may also issue and record a Notice of Finding of Violation with the Clerk and Recorder. Upon notice of satisfactory compliance with the Governing Documents, the Notice of Finding of Violation may be released by the Association issuing and recording a Release of Notice of Finding of Violation.

b. Cure Process and Fine Procedure For Violations Of Governing Documents That Threaten Public Safety Or Health

- i. With respect to any violation of the Governing Documents that the Association reasonably determines threatens the public safety or health, the Association shall provide the Owner a written Notice of Finding of Violation (which need not be via certified mail, return receipt requested), in English and in any language that the Owner has indicated a preference for correspondence and notices, informing the Owner that the Owner has seventy-two (72) hours to cure the violation or the Association may fine the Owner.

- ii. If, after inspection of the Unit, the Association determines that the Owner has not cured the violation within seventy-two (72) hours after receiving the Notice of Finding of Violation, the Association may impose fines on the Owner.
  - iii. If, after inspection of the Unit, the Association determines that the Owner has not cured the violation within seventy-two (72) hours after receiving the Notice of Finding of Violation, the Association may take legal action against the Owner for the violation, except that the Association shall not pursue foreclosure against the Owner based on fines owed.
- c. Cure Process and Fine Procedure For Violations Of Governing Documents That Do Not Threaten Public Safety Or Health
  - i. If an Association reasonably determines that an Owner committed a violation of the Governing Documents of the Association, other than a violation that threatens the public safety or health, the Association shall, through certified mail, return receipt requested, provide the Owner a Notice of Finding of Violation, in English and in any language that the Owner has indicated a preference for correspondence and notices, informing the Owner that the Owner has thirty (30) days to cure the violation or the Association, after conducting an inspection and determining that the Owner has not cured the violation, may fine the Owner; however, the total amount of fines imposed for the violation may not exceed five hundred dollars (\$500.00).
  - ii. An Association shall grant an Owner two consecutive thirty (30) day periods to cure a violation before the Association may take legal action against the Owner for the violation. An Association shall not pursue foreclosure against the unit Owner based on fines owed.
  - iii. If the Owner cures the violation within the period to cure afforded the Owner, the Owner may notify the Association of the cure and, if the Owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.
  - iv. If the Association does not receive notice from the Owner that the violation has been cured, the Association shall inspect the Unit within seven (7) days after the expiration of the thirty (30) day cure period to determine if the violation has been cured. If, after the inspection and whether or not the Association received notice from the Owner that the violation was cured, the Association determines that the violation has not been cured:
    - A. A second thirty (30) day period to cure commences if only one thirty (30) day period to cure has elapsed; or

- B. The Association may take legal action if two thirty (30) day periods to cure have elapsed.
- v. Once the Owner cures a violation, the Association shall notify the Owner, in English and in any language that the Owner has indicated a preference for correspondence and notices:
  - A. That the Owner will not be further fined with regard to the violation; and
  - B. Of any outstanding fine balance that the Owner still owes the Association.
- d. Fine Schedule.
  - i. For Safety/Health Violations
    - A. For first violations that the Association reasonably determines threaten the public safety or health, the Association shall impose of fine of \$500.00 (or another amount that the Board determines is necessary to secure compliance).
    - B. For second violations that the Association reasonably determines threaten the public safety or health, the Association shall impose of fine of \$750.00 (or another amount that the Board determines is necessary to secure compliance).
    - C. For third and subsequent violations that the Association reasonably determines threaten the public safety or health, the Association shall impose of fine of \$1,000.00 (or another amount that the Board determines is necessary to secure compliance).
    - D. The Association may assess, at an interval of every other day, a fine in the amount of \$100.00/every other day (or another amount in this interval that the Board determines is necessary to secure compliance), for continuing and/or uncured violations that the Association reasonably determines threaten the public safety or health. There is no upper limit to the amount of fines that may be incurred for continuing and/or uncured violations that the Association reasonably determines threaten the public safety or health.

ii. For Non-Safety/Health Violations

- A. For first violations that the Association reasonably determines do not threaten the public safety or health, the Association shall impose of fine of \$100.00.
- B. For second violations that the Association reasonably determines do not threaten the public safety or health, the Association shall impose of fine of \$150.00.
- C. For third violations that the Association reasonably determines do not threaten the public health or safety, the Association shall impose of fine of \$250.00.
- D. The total amount of fines assessed for any one violation that the Association reasonably determines does not threaten the public safety or health shall not exceed \$500.00.
- E. The Association may assess, at an interval of once per week, a fine in the amount of \$100.00 (or another amount in this interval that the Board determines is necessary to secure compliance), for continuing and/or uncured violations that the Association reasonably determines do not threaten the public safety or health. The total amount of fines incurred for continuing and/or uncured violations that the Association reasonably determines do not threaten the public safety or health may not exceed five hundred dollars (\$500.00).

e. Reserved Rights.

- i. The Board may establish the amount of the fine within or outside of the above ranges based upon the nature and severity of the violation, as determined in the sole and reasonable discretion of the Board, but subject, in the case of any non-health and safety violations, to the limit of \$500.00. The Board may waive all, or any portion, of the fines if, in its sole and reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Governing Document(s) that he/she has violated.
- ii. Payment of Fines. All fines shall be due and payable upon notice of the fine and will be considered late if not paid within fifteen (15) days of the date that the Owner is notified of the imposition of the fine. An interest charge of 8% par annum may be invoked 30 days after notice of the fine is given, plus a late charge, as provided for in the Association's Collection Policy. All fines and late charges may be considered collected as set forth in the

Governing Documents and Colorado law. Fines may be in addition to all other remedies available to the Association pursuant to the terms of the Governing Documents and Colorado law, including the Association's right to collect attorneys' fees as authorized by Colorado law.

f. Costs and Attorney Fees. If, after the enforcement process referred to above, the Board or other impartial decision maker determines that the Owner has committed the alleged violation, the Owner shall be responsible for paying the costs, attorneys' fees, and expenses incurred by the Association in engaging in the enforcement process. Such costs, attorney fees, and expenses shall be considered an assessment in the same manner as a fine and as an assessment is treated in the Governing Documents and Colorado law. If, after the enforcement process referred to above, the Board or other impartial decision maker determines that the Owner is not responsible for the alleged violation, the Association shall not allocate to the Owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or hearing the claim.

g. Additional Enforcement Rights.

- i. Default Assessment. In addition to fines, the Board may levy a Default Assessment against any Owner and Owner's Unit for those purposes set forth in the Declaration, including but not limited to, reimbursing the Association for costs incurred in bringing an Owner into compliance with the Governing Documents.
- ii. Self-help Remedies. The Association or its duly authorized agents may have the power to enter any Unit or Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing, or conditions that violate the Governing Documents. If the Association exercises its right subject to this paragraph, all costs of self-help may be assessed against the Owner's Unit and may be a lien on the Owner's Unit.

h. Alternative Dispute Resolution.

- i. Discretionary Dispute Resolution Procedures – Between Owners. The Association strongly encourages Owners or residents with disputes against other Owners or residents to resolve such disputes without court proceedings and by using alternative methods of dispute resolution such as negotiation or mediation. The Association will take reasonable steps to facilitate negotiation or mediation between Owners and/or residents, but will have no responsibility for any costs incurred by the parties to the dispute resolution process or for the outcomes thereof. For any step in the dispute resolution process, the parties are not waiving their right to employ legal counsel at their own expense to assist them.

1. Negotiation. A request for dispute resolution by negotiation may be initiated by any Owner. Any such request shall be in writing stating the

material facts of the dispute and shall be personally delivered or sent by certified mail (return receipt requested) to the other party. So long as the other party agrees to negotiate, a meeting shall be held between the parties to begin a good faith attempt to negotiate a resolution not less than fifteen (15) or more than thirty (30) days of receipt of such request, unless otherwise extended by written agreement. Through negotiation, the parties will communicate directly with each other in an effort to reach an agreement that serves the interests of both parties. Should the dispute pertain to property issues, each party will be granted the right to inspect the alleged defects or problems at a time convenient to everyone involved.

2. **Mediation**. If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation. The party shall send such request to the other party via personal delivery or certified mail (return receipt requested). If the parties agree to mediate the dispute prior to seeking other remedies, they shall participate in good faith in the mediation. The role of the mediator is to facilitate further negotiation between the parties. The mediator will not have power to decide how to resolve the dispute but will use recognized, accepted mediation techniques to assist the parties in making that decision. The mediator shall be selected by a consensus of the parties involved within fifteen (15) days of the receipt of the request. Any costs of mediation shall be shared equally among the parties unless they and the mediator agree otherwise.

ii. **Required Dispute Resolution Procedure – Between Owner(s) and Association.**

1. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or Manager of the Association, an Owner must:
  - a. Send a written demand to the Board and the Association explaining the material facts of the matter desired to be included in their lawsuit; OR
  - b. The Owner may request and attend a hearing with the Board. Any such request for a hearing shall be in writing and shall be personally delivered or mailed certified mail (return receipt requested) to any member of the Board and the Association's Manager.
2. The Owner, in such written demand or request for a hearing, shall make a good faith effort to explain the grievance to the Board and must allow the Association, the Board, the officer, director, and/or Manager (as

applicable) the opportunity to resolve the dispute in an amicable fashion in not less than thirty (30) days.

3. Upon receiving a request for a hearing, the Board shall give notice of the date, time, and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than ten (10) or more than sixty (60) days from the date of receipt of the request. If the dispute cannot be resolved via the hearing, the parties shall utilize the mediation procedure set forth below.
4. If the dispute between an Owner/resident and the Association is not resolved by the hearing, informal negotiation, or other required dispute resolution or Rule enforcement procedures, the Owner/resident and the Association must attempt to resolve their dispute in good faith via mediation before proceeding to litigation. The party with the grievance (the potential plaintiff in a lawsuit) shall send a mediation demand to the other party or parties via personal delivery, certified mail (return receipt requested), or other means of written or electronic communication that allows the date of receipt to be conclusively established. The parties shall have fifteen (15) days from the date of receipt of the mediation demand to jointly select a mediator. In the event that the recipient of the mediation demand either refuses to cooperate in selecting a mediator or refuses to participate in mediation, the party making the mediation demand may proceed forward with any contemplated litigation no earlier than thirty (30) days following the date that the mediation demand letter was received by the recipient. If the mediation is held and is unsuccessful, the parties are at liberty to proceed forward with litigation.
5. Any costs of mediation shall be shared equally among the parties unless they and the mediator agree otherwise.
6. For any step in the dispute resolution process, the parties are not waiving their right to employ legal counsel at their own expense to assist them.
7. These mandatory procedures will not apply in the event that any claim contemplated would be subject to a statute of limitations that would expire within 180 days from the date that the required initial notice need be given, as discussed above.
  - i. **Failure to Enforce.** Failure of the Association to enforce the Governing Documents will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the Governing Documents for the Association.

## 6. INVESTMENT OF RESERVES AND RESERVE STUDY POLICY

- a. Investment Of Reserves Are Subject To The Standard Of Care. With regard to investment of reserve funds, directors and officers shall be subject to the standard of care set forth below. Officers, for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.
- b. The Standard Or Duty Of Care. Each director and officer shall perform their duties regarding investment of reserves in good faith, in a manner the director or officer reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of their duties, a director or officer shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by: (a) one or more officers or employees of the Association whom the director or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, professional property manager, public accountant, or other persons as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Association on which the director or officer does not serve if the director or officer reasonably believes the committee merits confidence.
  - i. A director or officer may not be considered to be acting in good faith if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the Association or its Owners for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performs his duties in compliance with this Policy. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the Association or with respect to any property held or administered by the Association.
- c. Investment Vehicles. Reserves may be invested in certificates of deposit, money market deposit accounts, money market funds, U.S. treasury and government obligations, municipal bonds and other state obligations, and other investments pursuant to the Association's investment goals. No funds shall be deposited or invested except in authorized investment funds. The Board may, but shall not be obligated to, require that investments must be insured by FDIC, SIPC, or comparable insurance.
- d. Investment Goals. The reserve funds may be invested to achieve the following goals, in descending order of importance:
  - i. Promote and ensure the preservation of principal;

- ii. Structure maturities to ensure liquidity and accessibility of funds for projected or unexpected expenditures;
  - iii. Mitigate the effects of interest rate volatility upon reserve assets;
  - iv. Seek the highest level of return that is consistent with preserving the principal and accumulated interest;
  - v. Minimize investment costs.
- e. Criteria. The Board may consider the following circumstances in investing reserve funds:
- i. General economic conditions;
  - ii. Possible effect of inflation or deflation;
  - iii. Expected tax consequences;
  - iv. Role that each investment plays in the overall investment portfolio;
  - v. Other resources of the Association.
- f. Review Authorization And Records.
- i. Budgeting. The Board may establish the amount, if any, to be transferred to reserve funds on an annual basis, subject to the budgets and budget process of the Association.
  - ii. Investment Accounts. All accounts, instruments and other documentation of such investments may be subject to the approval of, and may from time to time be amended by the Board and shall be reviewed on a periodic basis.
  - iii. Authorized Persons. The President, Treasurer, or Manager, if authorized by the Board, may be authorized and empowered to purchase, invest in, acquire, sell or assign any and all types and kinds of investments meeting the goals set forth above; and to enter into agreements, contracts, and arrangements with respect to such security transactions and to execute, sign, or endorse agreements on behalf of the Association. To withdraw or transfer funds, the signature of two of the aforementioned persons may be required.
  - iv. Records. The Association's Manager or other person designated by the Board shall maintain statements of invested reserves, including accounting of current values, income, and transactions.

- g. Insurance. The Association may carry fidelity insurance to protect against theft or dishonesty from anyone with access to the reserve funds to the extent such insurance is reasonably available.
- h. Reserve Study. The Association shall cause a reserve study (which may be an internally conducted reserve study) to be performed with a frequency that is determined by the Board in its sole and reasonable discretion. Such reserve study shall have a physical analysis and financial analysis component. Once the reserve study is completed, the Board shall determine to what extent the Association can or should follow the recommendations of the reserve study and shall create a funding plan for the work to be undertaken as a result of such reserve study. Such funding plan shall, without limitation, list the projects sources of funding for the work to be undertaken as a result of the reserve study.

## 7. RECORDS INSPECTION POLICY AND PROCEDURE

- a. Association Records. The Association shall maintain, at a minimum, the following records:
  - i. Detailed records of receipts and expenditures affecting the operation and administration of the Association;
  - ii. Records of claims for construction defects and amounts received pursuant to settlement of those claims;
  - iii. Minutes of all meetings of its Owners and executive Board, a record of all actions taken by the Owners or executive Board without a meeting, a record of all actions taken by any committee of the executive Board, and a record of all waivers of notices of meetings of Owners and of the Board or any committee of the Board;
  - iv. Written communications among, and the votes cast by, executive Board members that are:
    - (A) Directly related to an action taken by the Board without a meeting pursuant to the Colorado Non-Profit Corporation Act; or
    - (B) Directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;
  - v. 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, showing the number of votes each Owner is entitled to vote (a "Ownership List").

- vi. Its current Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Responsible Governance Policies adopted pursuant to CCIOA, and other policies adopted by the executive Board;
  - vii. Financial statements of the Association (if any, showing in reasonable detail its assets and liabilities and results of its operations) for the past three years and tax returns of the Association for the past seven years, to the extent available;
  - viii. A list of the names, e-mail addresses, and physical mailing addresses of its current executive Board members and officers;
  - ix. Its most recent annual report delivered to the Secretary of State, if any;
  - x. Financial records sufficiently detailed to enable the Association to comply with CCIOA concerning statements of unpaid assessments;
  - xi. The Association's most recent reserve study, if any;
  - xii. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;
  - xiii. Records of executive Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
  - xiv. Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;
  - xv. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and
  - xvi. All written communications within the past three years to all Owners generally as Owners.
- b. **Board Approval Is Required To Inspect And Copy Certain Records.** Express written approval of the Board, granted in its sole discretion, is required to inspect and copy the following categories of records maintained by the Association that are or concern:
- i. Architectural drawings, plans, and designs, which may only be released upon the written consent of the legal Owner of the drawings, plans, or designs, in addition to having board approval;
  - ii. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;

- iii. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
  - iv. Disclosure of information in violation of law;
  - v. Records of an executive session of an executive board;
  - vi. Individual units other than those of the requesting Owner;
  - vii. Documents related to investigative proceedings concerning possible or actual criminal misconduct; or
  - viii. Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.
- c. Certain Records May Not Be Inspected Or Copied. Records maintained by the Association are not subject to inspection and copying, and MUST be withheld, to the extent that they are or concern:
- i. Personnel, salary, or medical records relating to specific individuals; or
  - ii. Personal identification and account information of members, including bank account information, telephone numbers, e-mail addresses, driver's license numbers, and social security numbers, except that, an Owner may provide the association with prior written consent to the disclosure of, and the Association may publish to other Owners, the person's telephone number, electronic mail address, or both. The written consent must be kept as a record of the Association and remains valid until the person withdraws it by providing the Association with a written notice of withdrawal of the consent. If a person withdraws his or her consent, the Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal.
- d. General Prohibition On Commercial Use Of Records. Any and all Association records and the information contained within those records shall not be used for commercial purposes.
- e. Ownership List. As above, any Ownership List maintained by the Association pursuant to these Policies and Colorado law may not contain the telephone numbers, e-mail addresses, or any other personal or contact information with the exception of name, physical address, and the votes which such Owner is entitled to cast, unless written consent is given for the dissemination thereof as set forth above and such consent is still in force and effect. Additionally, any Ownership List (**whether maintained by the Association or not**) 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 express written consent of the Board. Without limiting the generality of the foregoing prohibition, without the consent of the Board, an Ownership List (**whether maintained by the Association or not**) may not be:

- i. Used to solicit money or property unless such money or property will be used solely to solicit votes of the Owners in an election held by the Association;
  - ii. Used for any commercial purpose;
  - iii. Sold to or purchased by any person; or
  - iv. Used for any other purpose prohibited by law.
- f. Written Requests. All requests to inspect or copy records shall be submitted on the form attached to these Policies and shall describe with reasonable particularity the records sought. Upon receipt of such written request, the Association shall make the records reasonably available for inspection and copying by an Owner or the Owner's authorized agent. "Reasonably available" means available during normal business hours upon notice of ten (10) days or at the next regularly scheduled meeting, if such meeting occurs within thirty (30) days after the request. A right to copy records under these Policies and Colorado law includes the right to receive copies by photocopying or other means, including the receipt through an electronic transmission (if available), upon request by the Owner. The Association is not obligated to compile or synthesize information.
- g. Ownership List Requests. Any Owner requesting an Ownership List may be required to sign the agreement attached to these Policies stating and agreeing that he/she will not use the Ownership List for any prohibited purpose.
- h. Review of Records.
- i. Upon receipt of a request, the Association may make an appointment with the Owner, at a time convenient to both parties (subject to the requirements of Paragraph (f) above), to conduct the inspection. Unless otherwise agreed, all records may be inspected at the office of the Association's managing agent. All appointments for inspection will be limited to two hours. If additional time is needed, another appointment will be made within two weeks, at a time convenient to both parties.
  - ii. At the discretion of the Board or Manager, records will be inspected only in the presence of a Board member, Manager/Manager's employee, or other person designated by the Board.

- iii. During inspection, an Owner may designate pages to be copied with a paperclip, post-it note, or other means provided by the Association. Copies will be made at a reasonable cost based on the standard schedule of fees charged by the Association's management agent, which charges may include retrieval costs for off-site files and other labor and materials costs. The Owner shall be responsible for paying the total copying cost prior to, or if the Association allows, subsequent to receiving the copies.
  - iv. Records may not be removed from the office in which they are inspected without the express written consent of the Board.
- i. Remedies. The Association may pursue any Owner for damages or injunctive relief or both, including reasonable attorney fees, for violation of this Policy or other abuse of inspection and copying rights, including use of any records for a purpose other than that stated in the Owner's request.

## **8. CODE OF CONDUCT OF THE ASSOCIATION**

The following principles and guidelines constitute the Code of Conduct for the Association:

- a. No individual shall use his/her position as a Board member for private gain, for example:
  - i. No Board member shall solicit or accept directly, or indirectly, and gifts, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
  - ii. No Board member shall accept a gift or favor made with the intent of influencing decision or action on any official matter.
- b. No Board member, Owner, resident, tenant, occupant, or guest shall engage in any writing, publishing, or speech making that defames, disparages, harasses, or threatens any other member of the community or the Association's contractors, employees, or other agents.
- c. No Board member, Owner, resident, tenant, occupant, or guest shall willingly misrepresent facts to the residents of our community for the sole purpose of advancing a personal cause or influencing the residents or owners to place pressure on the Board to advance a person's member's personal cause.
- d. No Board member, Owner, resident, tenant, occupant, or guest will seek to have a contract implemented that has not been duly approved by the Board.
- e. No Board member, Owner, resident, tenant, occupant, or guest will interfere with a contractor implementing a contract in progress. All communications with contractors will go through the Board or manager, or such person(s) direct to on-site staff or in accordance with policy.

- f. No Board member, Owner, resident, tenant, occupant, or guest will interfere with the system of management established by the Board and the manager.
- g. No Board member, Owner, resident, tenant, occupant, or guest will interfere with the duties of any staff member of the Association or of its manager.
- h. No Board member, Owner, resident, tenant, occupant, or guest will harass, threaten, or attempt through any means to control or instill fear in a member of the community.
- i. Each Board member, Owner, resident, tenant, occupant, or guest shall honor the policies established by the Board, from time to time, concerning the Association's activities and its relationship with Owners, staff, and others.
- j. Any Board member, Owner, resident, tenant, occupant, or guest who violates this Code of Conduct agrees that the Association may seek injunctive relief against such person and agrees to pay reasonable attorney's fees incurred by the Association in that enforcement effort. The person also agrees that the Association shall be relieved of posting bond as a condition to its injunctive remedy.

## **9. CONFLICTS IN PROVISIONS OF THE GOVERNING DOCUMENTS**

In the event of a conflict in the provisions of any governing documents of the Association:

- a. The Declaration shall govern over any conflicting provision of the Articles of Incorporation, the Bylaws, the Governance Policies and Procedures or the Rules and Regulations;
- b. The Articles of Incorporation shall govern over any conflicting provisions of the Bylaws, the Governance Policies and Procedures or the Rules and Regulations;
- c. The Bylaws shall govern over any conflicting provisions of the Responsible Governance Policies or the Rules and Regulations; and
- d. The Responsible Governance Policies shall govern over any conflicting provisions of the Rules and Regulations.

**CERTIFICATION:** The undersigned, being the President of Benchmark Condominium Homeowners Association d/b/a Westlake Village Condominium Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policies and procedures were adopted by the Board of the Association at a duly called and held meeting of the Board, and in witness thereof, the undersigned has subscribed his/her name.

**BENCHMARK CONDOMINIUM HOMEOWNERS ASSOCIATION D/B/A WESTLAKE  
VILLAGE CONDOMINIUM ASSOCIATION, INC., a Colorado non-profit corporation.**

Signed by: Mark Matz Date: 20/11/2025  
Signed by: Mark Matz (Nov 20, 2025 10:14:26 MST)

Print Name: Mark Matz

Title: President

**BENCHMARK CONDOMINIUM HOMEOWNERS ASSOCIATION D/B/A WESTLAKE  
VILLAGE CONDOMINIUM ASSOCIATION, INC.  
*REQUEST FOR ACCESS TO ASSOCIATION RECORDS***

Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Pursuant to Colorado law and the Records Inspection Policy of Benchmark Condominium Homeowners Association d/b/a Westlake Village Condominium Association, Inc. (the "Association"), I request that the Association provide access to certain records of the Association as further set forth herein. I understand that upon receipt of this request, the Association will set an appointment with me during regular business hours.

1. The records that I wish to review are (attach a separate piece of paper if necessary):

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_

2. I acknowledge receipt of and accept and understand the Association's Records Inspection Policy. I acknowledge and agree that the records of the Association will be made available to me only at such time and place as the Association's Records Inspection Policy provides, and that there may be a cost associated with providing copies of these documents for me. I agree to pay any and all costs associated with copying these documents, whether the Association requires these costs to be paid prior to or after the copies are provided to me. I understand and agree that the Association's Records Inspection Policy also may limit the manner and extent of my access to Association records in other ways, all as set forth in such Policy.

3. I understand and agree that certain records of the Association may not be inspected under any circumstances and that certain records of the Association may be inspected only with the express written approval of the Board of the Association, granted in its sole discretion, all as set forth in the Association's Records Inspection Policy.

4. I hereby certify that I will follow the dictates of the Association's Records Inspection Policy and that I will not use the Association's records or any part thereof for any purpose prohibited by the Association's Records Inspection Policy or by the laws of any applicable jurisdiction. In the event that the Association's records are used by me or any of my affiliated persons or entities for any improper purpose, I shall be responsible for any and all damages, penalties, and costs incurred by the Association, including attorney fees, and I may be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

UNDERSTOOD AND AGREED TO BY AND ON:

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AGREEMENT REGARDING USE OF THE OWNERSHIP LIST FOR BENCHMARK  
CONDOMINIUM HOMEOWNERS ASSOCIATION D/B/A WESTLAKE VILLAGE  
CONDOMINIUM ASSOCIATION, INC.**

Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ E-mail address: \_\_\_\_\_

I have requested a copy of the Ownership List for Benchmark Condominium Homeowners Association d/b/a Westlake Village Condominium Association, Inc. (the "Association"). I understand and agree that the Ownership List of the Association will and is only allowed to contain the names of all owners in the Association, their physical mailing addresses, and the votes that each owner is entitled to cast, unless an Owner has given prior written consent for the dissemination of additional information and such consent is still in force and effect.

I acknowledge and agree that under the terms of the Association's Records Inspection Policy and Colorado law, the Ownership List, or any portion thereof, may not be obtained or used by any person for any purpose unrelated to my interests as Owner in the Association unless the Board of the Association gives express written consent for such procurement or use. I further understand and agree that, without limiting the generality of the foregoing, the Ownership List, or any portion thereof, may not be:

- A. Used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
- B. Used for any commercial purpose;
- C. Sold to or purchased by any person; or
- D. Used for any other purpose prohibited by law.

In the event that the Ownership List is used by me or any of my affiliated persons or entities for any improper purpose, I shall be responsible for any and all damages, penalties, and costs incurred by the Association, including attorney fees, and I may be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

UNDERSTOOD AND AGREED TO BY AND ON:

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Westlake Village HOA - Responsible Governance Policies - Updated November 2025 - CLEAN

Final Audit Report

2025-11-20

Created:	2025-11-19
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