

RESOLUTIONS & POLICIES

The following is a list of the adopted policies of the Association:

POLICY #1 - ADOPTION & AMENDMENTS OF POLICIES

POLICY #2 - BOARD OF DIRECTORS CONFLICTS OF INTEREST

POLICY #3 - COLLECTION OF ASSESSMENTS

POLICY #4 - CONDUCT OF MEETINGS

POLICY #5 - ENFORCEMENT PROCEDURES

POLICY #6 - INSPECTION OF ASSOCIATION RECORDS

POLICY #7 - RESERVE FUND & INVESTMENTS

POLICY #8 - DISPUTE RESOLUTIONS

POLICY #9 - NUISANCE WILDLIFE

POLICY #10 - RECORDS RETENTION POLICY

POLICY #11 - DATA & CONSUMER PROTECTION POLICY

The following pages contain all adopted policies

ADOPTION AND AMENDMENT OF POLICIES
POLICY #1

Pursuant to C.R.S. 38-33.3-209.5 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Otter Pond Subdivision, the following procedures have been adopted by the Otter Pond Homeowners Association, Inc. ("Association").

SCOPE: The Association shall adopt a policy setting forth procedures for the adoption and amendments of policies, procedures and rules.

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

1. **Authority.** Pursuant to the Association's governing documents, the authority to create, adopt, enforce, and amend policies, procedures, rules and regulations (hereinafter collectively referred to as a "Policy") lies with the Board of Directors of the Association. The Board has the right, but not obligation, prior to adopting any new Policy, to conduct an informal meeting of the Owners and solicit their input regarding any new or existing Policy. The Board may gather information, draft policies, form committees or use any other method determined by the Board to be appropriate in the consideration of a Policy.
2. **Adoption.** When the Board, in the exercise of its discretion, determines that a Policy is appropriate, it shall adopt the Policy either at a meeting of the Board or by written consent in lieu of a meeting, or by any other method authorized by the Association's governing documents or pursuant to Colorado law.
3. **Notice.** The Board shall then publish the Policy by any reasonable means available, including but not limited to posting the Policy in the community or on its website, if any, by email, mail, newsletter, or personal delivery. The Policy, along with all other Policies of the Association shall be available for inspection and copying in accordance with the Association's policy regarding inspection and copying of Association records
4. **Enforcement.** Any owner's failure to receive the Policy shall not be a defense to any attempt by the Association to enforce the Policy or levy fines, expenses, or attorney's fees as a result of a violation of the Policy.

The undersigned hereby certify that the foregoing resolution (Policy #1) was adopted and made a part of the minutes of the regular meeting of the Board of Directors of the Association conducted on the 9th day of March, 2010.

Otter Pond Homeowners Association, Inc.

By:



Tim Heavers, President

Attest:



Tom Heffernan,

BOARD OF DIRECTORS CONFLICT OF INTEREST
POLICY #2

Pursuant to C.R.S. 38-33.3-209.5 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Otter Pond Subdivision, the following resolution and procedures have been adopted by the Otter Pond Homeowners Association, Inc. ("Association").

SCOPE: Directors, Officers and Committee Members who serve the Association, have a fiduciary responsibility to the Association and its members, which carries with it a broad and unbending duty of loyalty and fidelity. The Board has the power and the responsibility to make decisions for the Association. Coupled with this power and responsibility is the duty to administer the affairs of the Association honestly and prudently, and to exercise proper business judgment for the sole benefit of the Association. The purpose of this policy and code is to ensure that all Directors, Officers and all individuals appointed by the Board maintain a high standard of ethical conduct in the performance of the Association's business, and to ensure that the property owners maintain confidence in and respect for the entire Board.

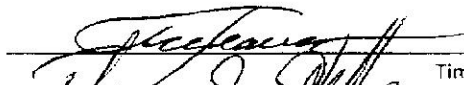
NOW THEREFORE, LET IT BE RESOLVED that the following procedures and practices are established for the handling of conflicts of interest among Board Members, Officers and all individuals appointed to committees (hereinafter called Interested Party):

1. If any contract, transaction, decision, or other action taken by or on behalf of the Board would financially benefit any Interested Party or any person who is a parent, grandparent, spouse, child, sibling, relative, estate or trust of the Interested Party, or a parent or spouse of any of those persons, then that Interested Party shall declare at an open meeting of the Board that a conflict of interest exists and shall describe in detail all of the particular facts of the conflict of interest.
2. The Interested Party may deliver to the Board a letter setting forth a detailed summary of the conflict of interest, which letter shall be read out loud by a non-interested Board Member at an open meeting of the Board.
3. After the Interested Party makes such a declaration, the Interested Party may participate in a discussion of the matter giving rise to the conflict of interest. However, an interested Board member may not vote on the issue giving rise to the conflict of interest. If there is compliance with the terms of this policy, a majority of the disinterested Board Members, or any higher number required by the Association's governing documents, may in good faith authorize, approve, or ratify the conflicting interest transaction.
4. The interested Board Member may be counted as present when determining whether a quorum of the Board exists.
5. Any contract entered into in violation of this policy is void and unenforceable.
6. A Director, Officer or committee member should not, in the regular course of business, speak on behalf of the Association, or disclose information about the Association's legitimate activities unless they are already known by the members or are part of the Association's records, or unless he/she has been authorized to make such disclosures by the Board. In the normal course of business, these parties should treat as confidential all matters involving the Association until there has been general public disclosure or unless the information is a matter of public record, according to Colorado statutes, or common knowledge. All information learned or discussed at an Executive Session of the Board, is privileged and confidential and is not to be publicly discussed until such information becomes part of the Association's public records.

The undersigned hereby certifies that the foregoing resolution (Policy #2) was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 9th day of March, 2010.

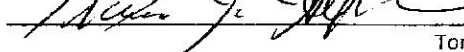
Otter Pond Homeowners Association, Inc.

By:



Tim Heavers, President

Attest:



Tom Heffernar

COLLECTION OF ASSESSMENTS

POLICY #3

Pursuant to C.R.S. 38-33.3-209.5 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Otter Pond Subdivision, the following resolution and procedures have been adopted by the Otter Pond Homeowners Association, Inc. ("Association").

NOW THEREFORE, LET IT BE RESOLVED that the following procedures and practices are established for the collection of Assessments and other charges owing and to become owing by the Owners of Lots (Owner) in the Association:

1. Policy Objective. The collection of assessments pursuant to the Declaration and this Assessment Collection Policy will be governed by the following objective:

The Association will pursue collection of all assessments. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the expedient course of action for resolving the delinquency.

2. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of the Lot for which assessment are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the Association of written notification of any change in the identity or status of such Owner or its address or both.
3. Ownership Interests. Pursuant to the Declaration, the person who is the Owner of the Lot as of the date an assessment becomes due is personally liable for the payment of the assessment. The personal obligation for delinquent assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.
4. Delinquencies Constitute Covenant Violations. Any delinquency in the payment of assessments shall constitute a violation of the covenants contained in the Declaration, and following notice and an opportunity to be heard, the Association shall be entitled to impose sanctions on the delinquent Owner consistent with the Association's Policy regarding Enforcement Procedures.
5. Return Check Charge. A twenty five dollar (\$25.00) fee shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. If two or more of an Owner's checks are returned unpaid by the bank within any twelve month period, 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.
6. Alternative Collection Courses. At each step in the collection process the Board, acting with input and recommendation from management and counsel, will evaluate which course of legal action appears to be in the best interest of the Association for recovery of unpaid assessments.
7. Collection Procedures. The Association may grant authority to a management company to identify, notify and fine Owners as part of the enforcement procedures. Collection procedures will be followed as permitted in the Enforcement Procedures Policy.
8. Acceleration. The Association may elect to accelerate and declare immediately due and payable the remaining balance of regular or special assessments for such fiscal year.
9. Liens. Within ninety (90) days after an Owner's failure to pay any assessment or other charge, the Association may cause to be filed a notice of lien against the property of the delinquent Owner. The lien shall include fees,

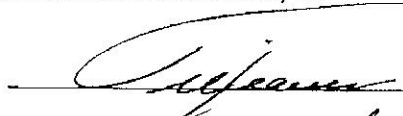
charges, late charges, attorney fees, fines and interest owed by the delinquent Owner.

10. Suit at Law. The Association may, but shall not be required, to bring a suit at law to collect the delinquent assessments including any accelerated assessment. Any Judgment rendered in such action shall include a sum for costs of suit, including a reasonable attorney's fees.
11. Referral of Delinquent Accounts. The Association may, but shall not be required, to assign delinquent accounts to one or more collections agencies for collection. The Association may, but shall not be required, to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Directors or the Association's managing agent, the attorneys shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent Owner's property.
12. Attorney Fees on Delinquent Accounts. 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.
13. Payment Applications. The Association reserves the right to apply all payments received on account of any Owner first to payment of any and all legal fees and costs (including attorney fees), then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, firm fees, and other costs owing or incurred with respect to such Owner, and any remaining amounts shall be applied to the assessments due with respect to such Owner.
14. Voting Rights Suspended. Owner voting rights will be suspended while Owners are in default of assessments.
15. Waivers. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances.

The undersigned hereby certify that the foregoing resolution (Policy #3) was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 9th day of March, 2010.

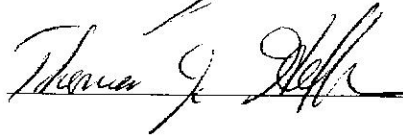
Otter Pond Homeowners Association, Inc.

By:



Tim Heavers, President

Attest:



Tom Heffernan

CONDUCT OF MEETINGS

POLICY #4

Pursuant to C.R.S. 38-33.3-209.5 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Otter Pond Subdivision, the following resolution and procedures have been adopted by the Otter Pond Homeowners Association, Inc. ("Association").

NOW THEREFORE, LET IT BE RESOLVED that the Association does hereby adopt the following policy governing the conduct of meetings of the Members and meetings of the Board:

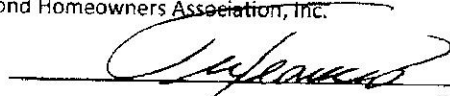
- 1) Rules of Order. The Board will generally follow Robert's Rules of Order for conducting each meeting. The Board will attempt to be as casual as possible under the circumstances of the meeting.
- 2) Attendance. All meetings of the Association are open to every Member, or to any person designated by a Member in writing as the Member's representative, and Members or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings; except that, for regular and special meetings of the Board, Members who are not Board Members may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board.
- 3) Notices and Agendas. Meeting notices and agendas may be provided in electronic form or posted on the Association or Association Manager's web site at the discretion of the Board.
- 4) Restrictions. The Board may place reasonable time restrictions on those persons speaking during the meeting but shall permit a Member or a Member's designated representative to speak before the Board takes formal action on an item under discussion, in addition to any other opportunities to speak. The Board shall provide for a reasonable number of persons to speak on each side of an issue.
- 5) Privileged Information. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.
- 6) Order of Business. The agenda for all meetings shall follow the order of business specified by the Association's Bylaws, and if none, in accordance with the order of business determined by the Board, which shall include a Member Open Forum during which any Member or Member's designated representative who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this policy.
- 7) Open Forum. The Board shall have the right to determine the length of time of the Open Forum. The President or acting chair of the meeting may place reasonable limitations upon the time given to each member seeking to comment to allow sufficient time for as many Members as possible to comment within the time permitted. Unless otherwise determined by the President or acting chair, the time limit will be five (5) minutes per member. Members will only be allowed to speak more than once during Open Forum at the discretion of the Board. No member may speak a second time until all Members wishing to speak have had an opportunity to speak once. The Board is not obligated to take immediate action on any item presented by a Member.
- 8) Additional Items. Additional items brought before the Board which are not on the current agenda may be placed on the next Board meeting agenda. If the item is a comment only, it may be considered at the Board's discretion, provided no formal vote is required for that item.
- 9) Sign-Up Sheets. An optional sign-up sheet will be made available to Members immediately prior to the meeting. Any Member wishing to comment at the ensuing meeting may add his/her name to the sign-up sheet. Members will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All Members wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak, time permitting. The President of the Board or acting chair shall, to the best of his/her ability, allocate time to each Member for comment so as to allow as many Members as possible to speak.

- 10) Curtailment of Member Conduct. Should the President or acting chair determine that any Member has spoken for the allocated amount of time or longer, the President or acting chair shall have the authority to instruct that member to yield the floor, and that member will be obligated to comply with the President's or acting chair's instruction.
- 11) Executive Session. Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or closed door session and may restrict attendance to Board Members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of the Act, as amended from time to time, or other applicable law. The matters to be discussed at such an executive session are limited to:
- a. Matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;
 - b. Active litigation matters or 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;
 - f. Review of or discussion relating to any written or oral communication from legal counsel.
 - g. Prior to the time the Members of the Board convene in executive session, the President or acting chair shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above. No rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following an executive session.
- 12) Disruptive or Unruly Behavior. If a member refuses to stop talking after his/her allotted time has ended or otherwise disrupts the meeting, the following procedure will be followed:
- a. The President or acting chair will issue an oral warning that if the member continues to speak or disrupt the meeting, either the meeting will be adjourned or law enforcement/security will be called to remove the individual.
 - b. If the member continues to speak or disrupt the meeting, the President or acting chair will call a recess and speak directly to the member, reiterating that either the meeting will be adjourned or law enforcement/security will be called to remove the individual.
 - c. If the member still refuses to cooperate, the President or acting chair may choose whether to adjourn the meeting to another time or to call law enforcement/security.
- 13) Audio or Video Devices. Meetings shall not be recorded with the use of an audio or video device. The practice of recording these meetings with an audio or video device would be disruptive and discourage open discussion.
- 14) Ballots. All issues that come before the ownership for a vote may be conducted by secret ballot at the discretion of the Board. Results of a vote taken by secret ballot will be reported without reference to name, address or other identifying information of such Members participating in the vote. Ballots shall be counted by a neutral party or by a committee of volunteers. Such volunteers shall be unit owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be Board Members, the Association's managing agent or legal counsel and, in the case of a contested election for a Board position, shall not be a candidate.
- 15) Proxies. Proxies will not be considered valid if the proxies were obtained through fraud or misrepresentation as determined by a majority of the Board of Directors. Properly prepared proxies will not be revoked without a written notice to the person presiding over the meeting. A proxy will be considered void if it is not dated and/or signed.

The undersigned hereby certify that the foregoing resolution (Policy #4) was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 9th of March, 2010.

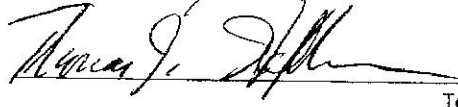
Otter Pond Homeowners Association, Inc.

By:



Tim Heavers, President

Attest:



Tom Heffernan

ENFORCEMENT PROCEDURES

POLICY #5

Pursuant to C.R.S. 38-33.3-209.5 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Otter Pond Subdivision, the following resolution and procedures have been adopted by the Otter Pond Homeowners Association, Inc. ("Association").

NOW THEREFORE, LET IT BE RESOLVED that the Association does hereby adopt the following policies and procedures for the enforcement of the Association's restrictive covenants:

1. **Power.** The Board of Directors, its appointed committee or its agent shall have the power and duty to hear and make decisions regarding violations and written Complaints filed with the Board and impose fines or other sanctions, pursuant to these Policies and Procedures. The Board may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Association's Articles of Incorporation, Bylaws, Declaration and rules and regulations promulgated there under, and to create a safe and harmonious living environment.
 - a. These enforcement provisions may be in addition to other specific provisions outlined in the Association's Declaration, Articles of Incorporation, Bylaws or Rules and Regulations ("Governing Documents"), and the Association is not required to follow these enforcement provisions before seeking such remedies. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.
 - b. The Board of Directors, in its sole discretion, shall at all times have the right to not take action on a matter, notwithstanding anything in this Policy to the contrary.
2. **Complaint.** A proceeding to determine if the Governing Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written Complaint with or by the Association's Board. The Complaint shall state the specific provision(s) of the Governing Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved. The Board will verify the complaint through a fair and impartial fact finding process.
3. **Ownership Records.** All notices and communications will be directed to those persons shown by the records of the Association as being the Owner of the Lot for which assessment are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Enforcement Policy until such time as there is actual receipt by the Association of written notification of any change in the identity or status of such Owner or its address or both.
4. **Notice of Complaint and Right to Hearing.** Upon receipt of a Complaint, if the Board determines, in its discretion, that the allegations in the Complaint are sufficient to constitute a violation of the Governing Documents and that action is warranted, the Association shall send a notice to the person(s) (the "Respondent") alleged to have violated the Governing Document, by prepaid, first class United States mail addressed to the mailing address of the Respondent of the following:
 - a. the details of the Complaint, or include a copy of the Complaint;
 - b. the action that may be taken;
 - c. his or her right to be heard, either orally or in writing, by an impartial decision maker (the Board or by a committee appointed by the Board) at the next meeting of the Board which is at least fifteen days after the date of the notice
 - d. the date on which the hearing will be scheduled; and
 - e. the Board's right to proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances, if the Respondent fails to appear at the specified date and time or otherwise respond to the Complaint. **The Board may determine that the Respondent's failure to respond or appear at the hearing constitutes a no-contest plea to the Complaint and enforce the provisions of the Governing Documents.**

5. Hearings. Each hearing shall be held before an impartial decision maker at the scheduled time, place and date, unless the Respondent has failed to respond or appear at the hearing. The Board may grant continuance(s) for good cause. The Board may:
- exercise its discretion as to the specific manner in which a hearing shall be conducted
 - question witnesses and review evidence and
 - act as it may deem appropriate or desirable to permit the Board to reach a just decision

Neither the Complainant nor the Respondent must be in attendance at the hearing, but both are encouraged to attend. Any party may elect not to present evidence at the hearing. Action taken by the Board shall be fair and reasonable taking into consideration all of the relevant facts and circumstances. Each hearing shall be open to attendance by all Members of the Association.

6. Decision. If the Respondent does not appear but a written response is filed, the Board shall render its decision based on the information contained in the Complaint and the written response, considering all of the relevant facts and circumstances. If neither an appearance nor a written response is made, the Board need not conduct a hearing or make further findings except that it may determine that the Respondent's failure to appear or respond constitutes a no-contest plea to the Complaint, and impose the sanctions provided for herein or enforce the provisions of the Governing Documents, or both. If an appearance is made, after all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its decision(s), taking into consideration all of the relevant facts and circumstances. Except as provided herein, the Board's decision shall not have an effective date no sooner than five (5) days after the hearing. If the Board does not inform the Respondent of its decision at the time of the hearing, or if no hearing is held, the Board will provide a written decision to the Respondent's address of record via regular U.S. Mail within (5) days after the hearing.
7. Enforcement, Attorney's Fees, and Fines/Sanctions. The provisions of these Policies and Procedures shall not limit, or be a condition precedent to, the Association's right to enforce the Governing Documents by any means available to the Association, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief or damages. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding under these Policies and Procedures. Without limiting the Association's remedies under the Governing Documents, the Association may assess fines and suspend membership privileges in accordance with these Policies and Procedures. If the violation involves damage to Association property, the violator shall pay the costs of repair or replacement. The Board may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation, except that any suspension of voting rights of a Member shall not exceed 60 days following any violation by such Member unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to 60 days thereafter.
8. Schedule of Fines. Fines may be levied for violations of the Association Governing Documents according to the Resolutions approved on August 13, 2007
- A member or guest who accumulates more than 5 violations within a 12 month period will be deemed to be a habitual offender. Without limiting the Board's ability to fine or suspend membership privileges in accordance with these Policies and Procedures, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to a fine of \$100 per month until the violation is corrected, and suspension of membership privileges as determined by the Board. Further, in the event of a determination by the Board of a willful, wanton or flagrant disregard for the provisions of the Governing Documents, or based on the severity of the violation, the Board may impose such additional fines as are deemed reasonable by the Board without regard to the schedule set forth above.
 - The record Owner of real estate subject to the Declaration shall have the primary obligation to pay fines imposed for their actions and actions of their tenants, family members, and guests. Fines imposed pursuant to these enforcement policies and procedures shall become an Assessment imposed against the record Owner's real estate and enforceable as provided in the Declaration.

9. Violations or Offenses that Constitute a Present Danger. If, in its sole discretion, the Board deems that any violation is or maybe and immediate or substantial threat to the health, safety or welfare of the community or an individual, the Board may impose any appropriate sanction as necessary to abate the threat to health, safety or welfare of the community or individual without prior compliance with Sections 1 through 7 above.

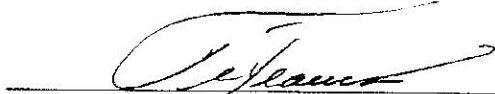
10. Miscellaneous.

- a. Failure by the Association to enforce any provision of these Policies and Procedures shall in no event be deemed to be a waiver of the right to do so thereafter.
- b. The provisions of these Policies and Procedures shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- c. As used herein, the term "Board" shall include any tribunal or committee appointed by the Board consistent with the Governing Documents or consistent with the Colorado Revised Nonprofit Corporation Act.

The undersigned hereby certify that the foregoing resolution (Policy #5) was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 9th day of March, 2010.

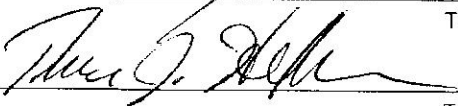
Otter Pond Homeowners Association, Inc.

By:



Tim Heavers, President

Attest:



Tom Heffernan

INSPECTION OF ASSOCIATION RECORDS
POLICY #6

Pursuant to C.R.S. 38-33.3-317 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Otter Pond Subdivision, the following resolution and procedures have been adopted by the Otter Pond Homeowners Association, Inc. ("Association").

NOW THEREFORE, LET IT BE RESOLVED that the Association does hereby adopt the following policies and procedures for the Association to establish uniform procedures for the inspection and copying of Association records by Association Members; to establish the type of records kept by the Association or its agent; and to establish the cost of copying Association records.

1. The Association shall keep as permanent records the following documents:
 - a. Approved minutes of all Board meetings, special meetings and annual member meetings.
 - b. A record of all actions taken by the Owners or the Board by written ballot or written consent in lieu of a meeting.
 - c. A record of all actions taken by a committee of the Board in place of the Board on behalf of the Association.
 - d. A record of all waivers of notices of meetings of Owners and of the Board or any committee of the Board.
 - e. A record of Owners in a form that permits preparation of a list of the names and addresses of all Owners, showing the number of votes each Owner is entitled to vote.
2. In addition to the above, the Association shall keep a copy of each of the following records at its appointed principal office:
 - a. Articles of Incorporation, Declaration, Covenants and Bylaws, or any amendments thereto.
 - b. Governance Policies adopted by the Board.
 - c. Architectural Guidelines
 - d. The minutes of all Owners meetings and records of all actions taken by Owners without a meeting for the past three (3) years.
 - e. All written communications within the past three (3) years to Owners generally as Owners.
 - f. A list of the names and business or home addresses of the Association's current directors, officers and committee members.
 - g. A list of current vendors.
 - h. The Association's most recent annual report.
 - i. All financial audits or reviews conducted pursuant to Section 38-33.3-3 03(4) (b) during the immediately preceding three years.
3. Consistent with individual Members right to privacy, attorney-client confidentiality and other considerations, all records not specifically listed above plus the following list, which may not be all encompassing, are records that are not available for review by a qualified Member or his or her authorized representative without the prior express consent of the Board members:
 - a. Confidential personnel records.
 - b. Confidential litigation files and matters covering "consultation with legal counsel concerning disputes that are subject of pending or imminent court proceedings" or are "privileged or confidential between attorney and client".
 - c. Files dealing with "investigative proceedings concerning possible or actual criminal misconduct".
 - d. Any matter "the disclosure of which would constitute an unwarranted invasion of individual privacy".
 - e. Phone numbers, social security numbers, employment information or any other personal information of any owner or Member of the Association
 - f. Bank account numbers or information
 - g. Confidential personnel records
 - h. Inter-office memoranda, emails, preliminary data, working papers, bids, drafts and any other information

or investigations which have not been formally approved by the Board

- i. Payment information for Members other than that of the qualified Member requesting information
 - j. Minutes of any closed executive session meetings
4. So the Association can have the desired books, records and personnel available, a written Notice of Intent to Inspect must be submitted to the Association's Manager or to the Board of Directors at least ten (10) business days prior to the planned inspection. The Notice must describe with reasonable particularity which records are to be inspected and the purpose of the inspection.
 5. All records shall be inspected at the principal office of the Association located at the office of the management company or can change, from time to time and will be available for inspection between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. At the discretion of the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Manager. No records may be removed from the office without the express written consent of the Board of Directors. Further, if a Member requests to inspect records, the Association may photocopy and provide the requested records to the Member in lieu of the Member's inspection of the records if consented to by the Member.
 6. The Association may charge a fee, as described in the Request form.
 7. In determining whether records may be inspected, the Association shall consider among other things:
 - a. Whether the request is made in good faith and for a proper purpose;
 - b. Whether the records requested are relevant to the purpose of the request;
 - c. Whether disclosure is for an illegal or improper purpose, or would violate a constitutional or statutory provision of public policy;
 - d. Whether disclosure may result in an invasion of personal privacy, breach of confidence or privileged information as set forth above.
 8. The Association reserves the right to pursue any individual for damages or injunctive relief or both, including reasonable attorney's fees, for abuse of these rights, including, but not limited to, use of any records for a purpose other than what is stated in the Notice of Intent to Inspect.

The undersigned hereby certify that the foregoing resolution (Policy #6) was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 9th day of March, 2010.

Otter Pond Homeowners Association, Inc.

By:



Tim Heavers, President

Attest:



Tom Heffernan

RESERVE FUND AND INVESTMENTS

POLICY #7

Pursuant to C.R.S. 38-33.3-209.5 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Otter Pond Subdivision the following resolution and procedures have been adopted by the Otter Pond Homeowners Association, Inc. ("Association") in order to properly maintain areas in the community that are the responsibility of the Association, to manage reserve funds and to protect the market of value of Owner's homes and livability in the community:

NOW THEREFORE, LET IT BE RESOLVED that the Association does hereby adopt the following policies and procedures for the reserve fund and investment of such:

1. **Reserve Fund.** The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the community that the Association is responsible for and for such other funding as the Board may determine. The portions of the community that the Association is responsible for typically have limited but reasonably predictable useful lives.
2. **Reserve Study.** In order to determine funding of the Reserve Fund, the Board shall determine, with the assistance and advice of professionals, the life expectancy of those portions of the community to be maintained by the Association and the anticipated costs of maintaining, replacing and improving those identified areas.
3. **Review of Reserve Study.** The Board shall cause the Reserve Study and reserve funding to be reviewed and updated periodically, at least once every two years, to adjust and make changes in costs, inflation and interest yield on invested funds, plus modification, addition or deletion of components.
4. **Reserves.** The Board shall establish the amount, if any, to be transferred to the Reserve Fund from time to time. The Board may engage the support services of outside professionals, subject to the availability of budgeted funds and approval from the Board, to assist in formulating a specific investment strategy.
5. **Investment Strategy.** The investment strategy of the Reserve Fund for the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a ladder investment approach.
6. **Investment of Reserves.** The Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies:
 - a. **Safety of Principal.** Promote and ensure the preservation of the Reserve Fund's principal.
 - b. **Liquidity and Accessibility.** Structure maturities to ensure availability of assets for projected or unexpected expenditures. The investment portfolio shall remain sufficiently liquid to meet all planned reserve fund expenditures for the following fiscal year. To ensure that adequate reserve funds are available to pay the Association's reserve expenditures, annual reserve fund investments shall reasonably match the planned reserve fund expenditures for the following fiscal year.
 - c. **Minimal Costs.** Investment costs (redemption fees, commissions and other transactional costs) should be minimized.
 - d. **Return.** Funds should be invested to seek the highest level of return.
7. **Eligible Investments.** Unless otherwise approved by the Board, all investments will be FDIC insured and/or guaranteed by the United States Government. Approved FDIC Investment classes include:
 - a. Savings accounts;
 - b. Money Market accounts; and
 - c. Certificates of Deposits in FDIC insured financial institutions with no more than \$100,000 in any such institution, unless additional private depositors insurance is provided.
8. **Ineligible Investments and Transactions.** The Association shall not invest in the following asset class(es):
 - a. Individual stocks;
 - b. Equity mutual funds domestic or foreign;

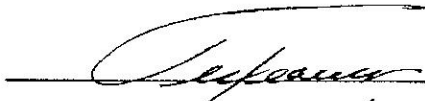
- c. Mutual funds consisting of bonds or mortgages and or derivatives;
- d. Options on equity, debt or commodities;
- e. Floating rate securities of floating rate certificates of deposit; and
- f. Investment in a single institution in excess of FDIC insurance limits.

9. Review and Control of Reserve Fund. All investments will be purchased in the name of the Association. The signatures of the President and Treasurer are required for withdrawals or transfers of reserve funds. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.

The undersigned hereby certify that the foregoing resolution (Policy #7) was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 9th day of March, 2010.

Otter Pond Homeowners Association, Inc.

By:



Tim Heavers, President

Attest:



Tom Heffernan

DISPUTE RESOLUTIONS
POLICY #8

Pursuant to C.R.S. § 13-22-301 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Otter Pond Subdivision, the following procedures have been adopted by the Otter Pond Homeowners Association, Inc. ("Association").

SCOPE: The Association shall adopt a policy setting forth procedures for the resolution of disputes between the Association and Members.

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

1. General Policy. In the event of any dispute between the Association and an Owner, except for those Exempted Claims defined, the parties are encouraged to undertake alternative dispute resolution procedures under the Colorado Dispute Resolution Act, C.R.S. § 13-22-301 et. seq. The Association and the Owner shall agree to resolve the dispute using the procedures set forth below prior to filing suit in any court or initiation proceedings before any administrative tribunal.
2. Exempt Claims. The following claims shall be exempt from the provisions of the Policy:
 - a. Any action by the Association against an Owner to collect assessments or other sums due to the Association, including foreclosure proceedings; and
 - b. Any action by the Association to enforce any provisions of the Association's Declaration, Bylaws or rules and regulations.
3. Procedures: All claims, other than exempt claims, shall be resolved using the following procedures in lieu of litigation:
 - a. Notice. The Party having a claim ("Claimant") against the other Party ("Respondent") shall notify each Respondent in writing of the Claim ("Notice") stating:
 - i. Nature of the Claim, including the time, date, location and persons involved and Respondent's role in the Claim;
 - ii. The basis of the Claim (i.e. the provisions of this Declaration, Bylaws, Articles, Rules and Regulations or other authority out of which the Claim arises);
 - iii. The result Claimant is seeking in resolution of the Claim;
 - iv. That the Claimant wishes to resolve the Claim by mutual agreement with the Respondent and is willing to meet in person at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
 - b. Negotiation. The Parties shall make every reasonable effort to meet in person to resolve the Claim by good faith negotiations.
 - c. Mediation.
 - i. If the Parties do not resolve the Claim through negotiations within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations") Claimant shall have 30 additional days to submit the Claim to mediation by an independent mediation service agreed upon by both Parties.
 - ii. If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim.
 - iii. If the Parties do not settle the Claim within 45 days after submission of the matter to the mediation process or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the parties are at an impasse and the date that mediation was terminated.
 - d. Arbitration.
 - i. If the Parties do not resolve the Claim through negotiation or mediation, within 30 days of the

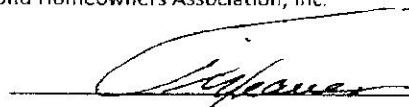
Termination of Mediation, the Claimant shall have an additional 15 days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned and the Respondent shall be released and discharged from any and all liability to Claimant arising out of the Claim. However, nothing herein shall release or discharge the Respondent from any liability to anyone not a party to the proceedings.

- ii. This Policy is an agreement of the Association and Owners to arbitrate all Claims, except Exempt Claims, and is specifically enforceable under the applicable arbitration law of the State of Colorado. If specifically agreed to by both Parties to the arbitration, the arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.
4. Costs. If the Claim is resolved through negotiation or mediation as provided above, each Party shall bear all of its own costs incurred in resolving the Claim, including its attorney fees and mediation expenses, unless the parties otherwise agree. If the Claim is not resolved through negotiation or mediation as provided above and the Claim goes to arbitration, the prevailing party shall receive as a part of its award from the opposing Party all of its costs, including attorney fees, cost for other representatives in resolving such Claim and any expenses incurred as a result of the dispute resolution procedures of this Policy.
5. Failure to Comply with Settlement. If the Parties resolve any Claim through negotiation, mediation or arbitration as set forth above and the other Party fails to abide by the terms of such agreement or award, then the other Party may file suit or initiate administrative proceedings to enforce such agreement or award without need to comply with the provisions of this Policy. In such event, the party taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party all cost incurred in enforcing such agreement or award, including without limitation, attorney fees and costs.
6. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the community.
7. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

The undersigned hereby certify that the foregoing resolution (Policy #8) was adopted and made a part of the minutes of the regular meeting of the Board of Directors of the Association conducted on the 9th day of March, 2010.

Otter Pond Homeowners Association, Inc.

By:


Tim Heavers, President

Attest:


Tom Heffernan,

Nuisance Wildlife

Policy #9

The following Policy #9 was adopted and made part of the minutes of the regular meeting of the Board of Directors of the Association conducted on the 13th day of May, 2015.

The purpose of this policy is to set forth to:

1. clarify what animals constitute a 'nuisance';
2. identify clearly the rights of the HOA and Homeowners with respect to removal of animals;

Otter Pond Subdivision, although within the city limits of Montrose, is surrounded by both county farm and ranch land and large parcel of public land that is rich in wildlife of all kinds. Deer and Elk can be seen on properties year-round and the large man-made pond is welcome to virtually all wildlife, big and small. The State of Colorado also recognizes this and has established laws at the state level that must be followed with respect to wildlife. The homeowner association must also recognize that county and city laws must also be followed and in some cases may even be more restrictive than those of the State of Colorado. Colorado's wildlife statutes can be found online at:

<http://cpw.state.co.us/aboutus/Pages/RulesRegs.aspx>.

Nuisance Animals

Nuisance Animals are generally any species that cause damage to people, crops, real or personal property or livestock. The most common in our area include, raccoons, jackrabbits, badgers, prairie dog, rock squirrels, porcupines, muskrats, beaver, mice, skunks, rats, etc. For a complete list, refer to the above Colorado Wildlife Statute.

Rights of Owners (or Owner's Agent)

All such nuisance animals can be removed by an owner or the owner's agent of a landowner without securing a license to do so. However the manner of removal or disposal of animals is also subject to changing statutes so it is incumbent upon owners to check the most recent statutes.

Otter Pond Common Area

Under Article VI of the covenants, the Otter Pond Subdivision is considered a wildlife and wildfowl sanctuary and nesting area. As such, no hunting is permitted and "all lake and common element uses are to be compatible as possible with wildlife uses." Therefore, the mere presence of the animals does not require action on the part of the association. However, The Otter Pond Homeowners Association will act to remove nuisance wildlife known to be causing damage to real or personal property in the common area with the same right and responsibilities as individual property owners.

Limit of Liability

There are numerous published methods of protecting property against damage. Owners are encouraged to use such methods. Otter Pond Homeowners Association is **not** responsibly for damage done by nuisance animals to individual owners lots. Therefore it is the responsibility of individual lot owners to protect their property within the limits allowed by the state, county and city statutes and ordinances.

RECORDS RETENTION POLICY

Otter Pond Homeowners Association, Inc.

Adopted May, 2015

Amended April 10, 2019

The following guideline sets forth the length of time that records of the association are to be kept in order to establish consistency with generally accepted retention policy for small business. Such policy may change from time to time as IRS, State of Colorado, banking, insurance, GASB or other agencies or government policy dictate. According to Section 4.6 of the Bylaws, the Secretary of the Association shall have charge of all of the Association's books & papers.

Retention
Period

Type of Record

FINANCIAL AND ACCOUNTING RECORDS

PERMANENT	Balance, Sheet, Statement of Operations, check registers, cash disbursements, receipt records, income tax returns, payroll tax returns, profit and loss statements, journal entries, general ledger
7 YEARS	Accounts payables, accounts receivables, bank statements, reconciliations, vendor invoices, petty cash records, purchase orders, expense reports, charge slips.
4 YEARS	FICA, CUTA, FUTA, Income tax withholdings
3 YEARS	Bank Deposit Slips and budgets
3 YEARS	Reserve studies

PERSONNEL RECORDS (not currently applicable to OPHOA)

PERMANENT	Retirement plans, employee agreements, W-2 forms,
10 YEARS	Worker's Compensation benefits, employee withholding and exemptions certificates and payroll related records
7 YEARS	Attendance records, medical benefits, performance records, personnel files, payroll checks and time reports.

GOVERNANCE & CORPORATE RECORDS

PERMANENT	Governing documents, Covenants, Conditions & Restrictions, Bylaws Articles of Incorporation & CC&R Modifications, supplements or amendments. Deeds Plats, Easements, Rules & Regulations & amendments thereto.
PERMANENT	Minutes of all meetings (Annual, regular & special), Board Resolutions.
10 YEARS	ARB Requests, Architectural approvals
PERMANENT	Homeowner Roster
7 YEARS	Election records
5 YEARS	General Correspondence, letters

LEGAL RECORDS

PERMANENT	Legal opinion letters
PERMANENT	Reserve studies
7 YEARS	Collection letters, debtor correspondence, legal notices, certified mail receipts, judgments, foreclosure notices, summons for interrogatories, garnishments, enforcement correspondence.
7 YEARS	Completed Service Contracts

RECORDS RETENTION POLICY

7 YEARS	Claims of injury, property damage, or alleged violations of the law, including accident reports, demand letters, fair housing claims and the like.
7 YEARS	Signed contracts
7 YEARS	Claims of injury, property damage, or alleged violations of the law, including accident reports, demand letters, fair housing claims and the like.

INSURANCE

7 YEARS	Inactive Insurance Policies, settled claims files
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PHOTOGRAPHS

PERMANENT (Suggested but not required)	Photos can be very helpful in painting the historical pictures of the association, especially if timestamped. Still other pictures may have been taken and used to support policy, legal, architectural, contractual or newsworthy requirements.
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FOOTNOTES

- * Unless specifically addressed otherwise, all such records may be kept in digital format (scanned, microfiched, or even photographed) so long as the document re-produced is readable and provides the same accuracy of information as the original document.

- * SEE DATA PRIVACY POLICY which describes the action to be taken with respect to the manner of keeping of existing records and the destruction of older records.

DATA & CONSUMER PROTECTION POLICY

Otter Pond Homeowners Association, Inc.

Adopted April 10, 2019

The following sets forth the guidelines that will be followed with respect to the safekeeping and security of sensitive information that may be acquired in the course of conducting business as a Colorado state licensed Homeowner Association. This policy follows a state mandate 3.2 HB 18-1128 which requires any entity that maintains paper or electronic documents, develop a written policy for the destruction or proper disposal of such documents.

The HB 18-1128 further requires that security measures are taken to protect against unauthorized access, use, modification, disclosure or destruction of confidential and identifying information.

DEFINITION – IDENTIFYING & CONFIDENTIAL INFORMATION

Homeowner Personal Information	Name, Address, Phone, Email Address(s), SSN; Contact Information
Deeds of Trust	Deeds of Trust are submitted to the HOA for proof of ownership and contain property description, names of both the buyer and seller and also selling price
Ballots	Any ballots sent out by the HOA that require a Homeowner's signature, such as voting on budgets, officers, special assessment and the like.
W9 Forms / 1999s	Names, TAX-IDs; Social Security Numbers
Tax Returns	IRS forms or Tax Returns that bear individual Social Security Information
Email & Letters	Email correspondence that contains any of the other defined types of identifying information shall also be considered Identifying.
Complaints	HOA policy requires that a complaint be submitted before the board will act upon a possible violation of the CC&Rs. By policy, the complainant is not disclosed and therefore the form itself must be considered identifying.
Notice of Violations	Like the complaint, follow up notices of violation do contain the names of the complainant and offending homeowners.
Legal	Confidential records involving any litigation between the HOA and another party; leases, liens, etc.

DEFINITION – NON-IDENTIFYING INFORMATION

Organization Documents	Covenants, Bylaws, Policies, Board Resolutions, Legal Certification and State of Colorado Registration Documents
Accounting Information	Accounts payables, accounts receivables, bank statements, reconciliations, vendor invoices, petty cash records, purchase orders, expense reports, charge slips, receipts & disbursements and all records kept by Quickbooks or any other GAAP approved software package.
Bank Statements	Bank Statements of the HOA kept routinely for reconciliation
Rules & Regulations	Rules established for the Health, Safety, or general knowledge of the HOA
Board Minutes	Minutes of all meetings, special or otherwise, are recorded and are required to be kept by the board secretary. All such minutes are to be considered non-identifying and all board members or others in attendance are understood to have given consent to their name(s) on the record.

DATA & CONSUMER PROTECTION POLICY

Committee Reports	Records kept by committees are considered the same as board minutes and may not contain identifying information as defined above except where required (as in the case of the Architectural Review Committee).
Insurance Policies	Documents showing current coverages of people or property, limits of liability and the associated exceptions
TAX Return	The TAX return of the HOA, like financial records, is considered information available to all homeowners.
Ballots	Blind ballots – those not requiring any identifying information such as the Owner's name, address or phone number generally submitted electronically via email or mailed in vis USPS.
Website	All www.otterpondhoa.com website information

DEFINITION – RECORD-KEEPING

Record / Data	Any piece of information that is obtained, collected, stored or retrieved either by mandate or election to be used in the foreseeable future time period. For use in this policy, a record is not defined by the physical structure in which it is kept, but rather by its content or meaning it is meant to convey. A record is therefore, information.
Information	All information collected for use within the HOA is either non-identifying or identifying depending on the definition stated above.
Storage	Storage refers to the method used to retain records for safekeeping. For use in this policy, storage exist in only 2 forms: paper or digital.

POLICY IMPLEMENTATION

Record Retention	The HOA will conform strictly to the Records Retention Policy with respect to the “Keeping” of Records. All paper documents beyond the retention period are to be Shredded or incinerated in a manner that they can no longer be deciphered or duplicated. The only exception is that the board may elect to keep any and all records in digital storage format beyond the record retention period.
Responsibility for Record Keeping	Per Article IV Section 4.6 of the By-Laws, The current board Secretary is responsible for the retention and safe keeping of all 'required' documents for a period of time not less than the required retention period. All such documents may be kept in digital format. Per Article IV Section 4.7 of the By-Laws, the Treasurer is responsible for keeping full and accurate financial records as may be required in the ordinary course of executing the duties of the Treasurer.
Non-Identifying Information	All lot owners of the HOA or their assigns may have access to non-identifying information as requested.
Identifying Information	Seated board members may have access to identifying information on a need-to-know basis. Outgoing members of the board are required to destroy any identifying information that they have had access to and kept during their term of office whether paper or digital. At no time, shall identifying information be distributed to members of the HOA outside of current and seated board members.
Third Party Service Provider	From time-to-time, the board may appoint a third party such as a management company to be do the bookkeeping or an auditor to conduct a financial audit. In such cases, it is customary for a third party to have access to and knowledge of Identifying Information. In such circumstances, it will be required of the third party to be familiar with the board policies and adhere to the same with respect to the retention and safekeeping of records during their tenure.

DATA & CONSUMER
PROTECTION POLICY

Storage	At year end, all paper documents kept by officers of the board for that year will be scanned and digitized for safekeeping, along with any backup of digitized software packages (such as Quickbooks) and held for safekeeping by the Secretary of the board.
Record Keeper	All of the official records of the HOA are to be kept solely in the possession of the current Secretary of the board. A backup of the official records must be kept off site or with another member of the board for safekeeping. The Treasurer is responsible for keeping full and accurate financial records including cash, funds, investments, securities and any other financial instruments throughout the year. At year end, all financial records are scanned and sent to the Secretary for safe keeping.
Destruction of Records	All expired paper documents (those beyond the retention period) should be shredded or burned in a manner that they can no longer be identified. Simply throwing paper documents in the trash bins is therefore inadequate.