

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

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**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**INTRODUCTION**

The Satellite Apartment Building (the "Satellite") is a condominium project located at 411 Lakewood Circle, Colorado Springs, El Paso County, Colorado, in Valley Hi Subdivision, Filing No. 3, which is comprised of 241 residential condominium units; 42 small business condominium units; and 5 storage condominium units (hereinafter collectively referred to as the "Units").

Article VI, Section 3(d) of the Bylaws recorded at Book 2288 Page 356 of the El Paso County records grants to the Board of Directors of the Association of Owners of the Satellite (the "Association" or "Satellite") the authority to adopt and amend policies that apply to all members of the Satellite (each Unit owner is automatically a member of the Association). This document is intended to be helpful to Satellite owners and residents in understanding some of the policies and procedures adopted by the Satellite.

Satellite has adopted the policies and procedures set forth below, as well as Rules and Regulations (in a separate document), in order to comply with recent statutory requirements. Copies of the governing documents, including the Covenants, Bylaws, and the House Rules are available from the Satellite through its mailing address and web site.

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**CONTACTING THE SATELLITE**

**The business address for sending notice of change in owner, renter or property manager:**

**Association of Owners  
Satellite Apartment Building  
Board of Directors  
411 Lakewood Circle  
Colorado Springs, CO 80910**

**The office is located behind the reception desk/counter at the above address and can be reached during normal business hours at (719) 570-4520, or you can see the Satellite's web site at [www.satellite-hoa.com](http://www.satellite-hoa.com) for names and addresses of current officers and directors of the Satellite.**

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**INFORMATION FROM UNIT OWNERS**

**All residents, including renters, of the Satellite are required to complete the “Resident Information Form”, and comply with all governing documents of the Satellite, including these policies and procedures.**

**Unit owners who do not live at their Unit are bound by additional House Rules, which are found in Section 7 of the Rules, and which include, but are not limited to:**

- 1) the requirement to provide their current mailing address to the Satellite;**
- 2) phone number and e-mail are encouraged;**
- 3) if a Unit is rented, the owner must advise the Satellite of the responsible tenant’s name(s);**
- 4) the Satellite must also be provided current contact information for any third-party property manager;**
- 5) owners are responsible for any costs, fees or assessments that the Satellite may incur in locating the owner or enforcing Covenants on their Unit;**
- 6) rental/lease contracts must bind the renter(s) to covenant compliance; and**
- 7) owner(s) must provide copies of the Covenants and the House Rules to the renter(s).**

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**ALTERNATIVE DISPUTE RESOLUTION (ADR)**

**SUBJECT:** Adoption of a procedure regarding alternative dispute resolution.

**PURPOSE:** To adopt a standard procedure to be followed for alternative dispute resolution.

**AUTHORITY:** The Declaration, Articles and Bylaws of the Association and Colorado law.

**EFFECTIVE**

**DATE:** 1/25/2018

**RESOLUTION:** The Association hereby adopts the following Policy and Procedures:

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

Nothing in this Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.,** a Colorado  
non-profit corporation

By:



Its: President

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**COVENANT AND RULE ENFORCEMENT**

**SUBJECT:** Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

**PURPOSE:** To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

**EFFECTIVE**

**DATE:** 1/25/2018

**RESOLUTION:** The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. **Reporting Violations.** Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.
  
2. **Complaints.**
  - (a) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.
  
  - (b) Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.
  
3. **Investigation.** Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

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4. **Initial Warning Letter.** If a violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 10 days from the date of the letter to come into compliance. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 13 of this policy. In such event, the procedure outlined in paragraph 13 shall be followed.
5. **Continued Violation After Initial Warning Letter.** If the alleged Violator does not come into compliance within 10 days of the initial warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second and subsequent letter(s) shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter(s) shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 10 days of the date on the violation letter. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 13 of this policy. In such event, the procedure outlined in paragraph 13 shall be followed.
6. **Notice of Hearing.** If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.
7. **Decision Maker.** Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.
8. **Hearing.** At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to

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attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

9. **Failure to Timely Request Hearing.** If the alleged Violator fails to request a hearing within 10 days of any letter, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.
10. **Notification of Decision.** The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 30 days of the hearing, or if no hearing is requested, within 30 days of the final decision.
11. **Appeals.** The Violator may file a written appeal to the Board of Directors of any adverse decision of the hearing committee or individual within 15 days of the decision.
12. **Fine Schedule.** The Schedule of Fines reflected in Rules and Regulations to this Policy shall control with respect to the specific violations referenced therein. In addition to the fines applicable to specific violations referenced in the Schedule of Fines, the following fine schedule has been adopted for all other recurring covenant violations:

First violation	Warning letter
Second violation (of same covenant or rule)	\$25.00
Third and subsequent violations (of same covenant or rule)	\$50.00

- (a) Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing 4 or more violations in a 12 month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association's attorney for appropriate legal action.
13. **Repetitious Violations.** Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than 1 day, nor more than 90 days, the result of which is a pattern of violations of the same covenant restriction. In the event of such Repetitious Violation, in the discretion of the Board, each instance of noncompliance



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may constitute a separate violation, and the Board shall not be required to provide a period of 10 days from each violation for the alleged Violator to come into compliance. A warning letter shall be sent for the first violation in the series. After the warning letter, the Board may cause violation notices to be sent for each violation in the series stating the amount of the fine to be imposed (pursuant to the Fine Schedule in paragraph 12), and giving notice and an opportunity for a hearing. The Board shall individually consider each violation for which a hearing is requested, but is permitted to combine any and all hearings requested for Repetitious Violations on one date.

Examples of Repetitious Violations include, but are not limited to repeatedly or continually parking a restricted recreational vehicle in the community, repeated failure to remove and store a portable basketball hoop, or failure to remove excessive weeds growing on a lot. In each one of these examples, the Owner will receive a warning letter on the first instance of the violation. On the second instance of the violation, the owner will receive a fine letter reflecting the applicable fine amount for the second such violation, and notice and opportunity for a hearing. On the third instance of the violation, the owner will receive a fine letter reflecting the applicable fine amount for the third such violation, and notice and opportunity for a hearing. On the fourth instance of the violation, the owner will receive a fine letter reflecting the applicable fine amount for the fourth such violation, and notice and opportunity for a hearing. If hearings are requested, the Board may set them all on the same date.

14. **Waiver of Fines.** The Board may waive all, or any portion, of the fines if, in its sole 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 and staying in compliance with the Articles, Declaration, Bylaws or Rules.
15. **Other Enforcement Means.** If the actions described above do not cure the default, or in the event of an emergency, health or safety reasons, the Association will thereafter have the right (but not the obligation) to undertake whatever actions are reasonably necessary to remedy such violation, including, but not limited to:
  - (a) *Government Agencies.* The Board may contact law enforcement authorities, any regulatory or licensing authorities, or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board from proceeding with covenant enforcement action;
  - (b) *Right of Entry.* The Association shall have the right to enter any portion of a Unit for the purpose of correcting the default, in which case the party performing such action shall not be liable for any losses, costs or damages to the tenant or Owner of any Unit on account of its performance of such action except for any loss, cost or damage caused by the party's gross negligence or willful misconduct. Said right of entry shall include, but is not limited to, the right to make repairs, perform maintenance, remove any nuisance or otherwise undertake action to cure the breach or otherwise bring the Unit into compliance; and or
  - (c) *Lien.* In the event the Association elects to make repairs, perform maintenance or take other action, the Association will submit all charge for same to the Owner or

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persons responsible for the Unit upon which or for whose benefit such costs were incurred. If the Association's costs have not been paid after expiration of thirty days after the date they become due, the Association may thereafter record a lien against the Unit (including improvements thereon) for all costs (including reasonable attorneys' fees) incurred by the Association in performing the maintenance and in collecting such costs and foreclosing upon a lien. This lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide all sums expended by the Association (including reasonable attorneys' fees) shall be additional indebtedness secured by lien.

16. **Enforcement By Court Action.** At the Board's discretion, correction of a violation may be enforced through courts of law or equity, such enforcement may be independent, concurrent, or subsequent to the imposition of fines. The Board may use the Association's attorney for further action and court proceedings related to the violations of the Declaration, Bylaws, or House Rules.
17. **Time Limits.** Enforcement of the Covenants, Bylaws, or House Rules is not waived by any prior non-enforcement. The Association may enforce its rights and remedies, including its lien, for a period up to six years from the date it discovers the violation.
18. **Substantial Compliance.** Technical irregularities or defects in the complaint, notices, or other compliance with the House Rules shall not invalidate the proceedings or any fine sanction imposed. This policy is to be liberally construed to ensure prompt, effective, complete enforcement of the Covenants, Bylaws, and House Rules.
19. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
20. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
21. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
22. **Amendment.** This policy may be amended from time to time by the Board of Directors.

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**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.,** a Colorado  
non-profit corporation

By:



Its: President

**POLICIES & PROCEDURES, RESOLUTIONS  
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**CONDUCT OF MEETINGS**

**SUBJECT:** Adoption of a policy and procedures for conducting Owner and Board meetings.

**PURPOSE:** To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

**AUTHORITY:** The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.

**EFFECTIVE**

**DATE:** 1/25/2018

**RESOLUTION:** The Association hereby adopts the following procedures regarding the conduct of meetings:

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Notice.**

- 1) In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted in the community at least seven (7) days prior to each such meeting, or as may otherwise be required by Colorado law.
- 2) The Association shall also post notice on its website of all Owner meetings. Such notice shall be posted at least 24 hours prior to such meeting.
- 3) If any Owner has requested the Association provide notice via email and has provided the Association with an email address, the Association shall send notice for all Owner meetings to such Owner at the email address provided at least 24 hours prior to any such meeting.

(b) **Conduct.**

- 1) All Owner meetings shall be governed by the following rules of conduct and order:
  - A. The president of the Association or designee shall chair all Owner meetings.
  - B. All Owners and persons who attend a meeting of the Owners will sign in, present any proxies, and receive ballots as appropriate. (See section below regarding voting).
  - C. Any person desiring to speak shall sign up on the list provided at check in and indicate if he/she is for or against an agenda item.
  - D. Anyone wishing to speak must first be recognized by the chair.
  - E. Only one person may speak at a time.
  - F. Each person who speaks shall first state his or her name and address.

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- G. Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
- H. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
- I. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
- J. Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair, but shall be uniform for all persons addressing the meeting.
- K. All actions and/or decisions will require a first and second motion.
- L. Once a vote has been taken, there will be no further discussion regarding that topic.
- M. So as to allow for and encourage full discussion by Owners, no meeting may be audio, video, or otherwise recorded. Minutes of actions taken shall be kept by the Association.
- N. Anyone disrupting the meeting, as determined by the chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.
- O. The chair may establish such additional rules of order as may be necessary from time to time.

(c) **Voting.** All votes taken at Owner meetings shall be taken as follows:

- 1) 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. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the secretary of the Association or the secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.
- 2) 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 of Directors 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 shall be by secret ballot at the discretion of the Board or upon

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the request of 20% of the Owners who are present at the meeting or represented by proxy.

- 3) Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the chair or another person presiding during that portion of the meeting.
- 4) The individual(s) counting the ballots shall report the results of the vote to the chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

(d) **Proxies.** Proxies may be given by any Owner as allowed by C.R.S. 7127-203.

- 1) All proxies shall be reviewed by the Association's secretary or designee as to the following:
  - A. Validity of the signature
  - B. Signatory's authority to sign for the unit Owner
  - C. Authority of the unit Owner to vote
  - D. Conflicting proxies
  - E. Expiration of the proxy

2. Board Meetings. Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Conduct.**

- 1) All Board meetings shall be governed by the following rules of conduct and order:
  - A. The president of the Association, or designee, shall chair all Board meetings.
  - B. All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address.
  - C. All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in.
  - D. Anyone desiring to speak shall first be recognized by the chair.
  - E. Only one person may speak at a time.
  - F. Each person speaking shall first state his or her name and address.
  - G. Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for him/her.

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- H. Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
- I. Comments are to be offered in a civilized manner and without profanity, personal attacks, or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
- J. Each person shall be given up to a maximum of three minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Owner forum and once on any other issue prior to a vote by the Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair but shall be uniform for all persons addressing the meeting.
- K. No meeting of the Board may be audio, video, or otherwise recorded except by the Board to aid in the preparation of minutes.
- L. Anyone disrupting the meeting, as determined by the chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the meeting.

(b) **Owner Input.** After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

- 1) The chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.
- 2) Following Owner input, the chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

(c) **Action Without a Meeting**

- 1) Notice of Action Without a Meeting. Notice of the proposed action must be transmitted in writing to each director. The notice must contain the following information:
  - A. The action to be taken;
  - B. The deadline (date and time) by which a director must respond to the written notice;
  - C. That failure by a director to respond by the deadline stated in the notice will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.

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- 2) Voting. By the deadline stated in the written notice, each director may:
    - A. Vote in writing for such action;
    - B. Vote in writing against such action;
    - C. Fail to respond or vote; or
    - D. Demand in writing that the action be taken at a meeting. If any director demands, by the deadline date, that action be taken at a meeting, action without a meeting is no longer available. The Board must then hold a Board meeting to take action on such matter.
  
  - 3) Effective Date of Action. Once the deadline stated on the notice has expired and assuming no director demands that action be taken at a meeting, the action is deemed effective if the number of votes received in favor of the action are equal to or exceed the number of votes that would be required to pass the action if all the directors then in office were voting.
  - 4) Electronic Communications/Authenticity of Signatures. All written communications of directors pursuant to this section may be transmitted or received by facsimile, e-mail, or other form of wireless communication. The Association may accept any electronic vote received as valid unless it has a reasonable, good faith basis to doubt its validity.
  - 5) Minutes/Ratification. If action is taken pursuant to the above procedures, such action(s) shall be noted in the minutes of the next meeting of the Board and ratified at that time.
- (d) **Executive Sessions.** The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:
- 1) Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;
  - 2) 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;
  - 3) Investigative proceedings concerning possible or actual criminal misconduct;
  - 4) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
  - 5) Review of or discussion relating to any written or oral communication from legal counsel; and
  - 6) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.

Prior to holding a closed door session, the president of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above.



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No rule or regulation or amendment to the Bylaws or the Articles of Incorporation shall be adopted during a closed session. The foregoing documents may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association's policy regarding inspection of records.

3. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the project.
5. 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.
6. Amendment. This Policy may be amended at any time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.**, a Colorado  
non-profit corporation

By:

  
\_\_\_\_\_

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS**  
**ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**INSPECTION AND COPYING OF ASSOCIATION RECORDS**

- SUBJECT:** Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.
- PURPOSE:** To adopt a policy regarding an Owner's right to inspect and copy Association records. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.
- AUTHORITY:** The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** 1/25/2018
- RESOLUTION:** The Association hereby adopts the following Policy and Procedures:

1. **Records for Inspection.** The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:
  - (a) Records of receipts and expenditures affecting the operation and administration of the Association;
  - (b) Records of claims for construction defects and amounts received pursuant to settlement of any such claims;
  - (c) Minutes of all meetings of Owners;
  - (d) Minutes of all meetings of Board members (except records of executive sessions of the Board);
  - (e) Records of actions taken by the Owners without a meeting;
  - (f) Records of actions taken by the Board without a meeting, including written communications and emails among Board members that are directly related to the action so taken;
  - (g) Records of actions taken by any committee of the Board without a meeting;
  - (h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;
  - (i) The Association's governing documents which are comprised of:
    - (1) The declaration;
    - (2) The bylaws;
    - (3) The articles of incorporation;

**POLICIES & PROCEDURES, RESOLUTIONS**  
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- (4) Any rules and regulations and/or design guidelines; and
- (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;
- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- (n) The result of the Association's most recent available financial audit or review, if any;
- (o) List of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;
- (p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;
- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;
- (u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
- (v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;
- (w) Policies adopted by the Board;
- (x) All written communications sent to all Owners generally within the past three years;
- (y) A record showing the date on which the Association's fiscal year begins.

**POLICIES & PROCEDURES, RESOLUTIONS**  
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2. **Exclusions.** The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:
- (a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;
  - (b) Contracts, leases, bids or records related to transactions currently under negotiation;
  - (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
  - (d) Records of executive sessions of the Board;
  - (e) Individual unit files other than those of the requesting Owners.

The Association shall withhold from inspection and copying the following records as provided by Colorado law:

- (a) Personnel, salary or medical records relating to Individuals;
  - (b) Personal identification and account information of Owners, including bank account information, driver's license numbers, social security numbers, email addresses and telephone numbers. Notwithstanding the above, if an Owner or resident has provided the Association with his or her express written consent to disclose his or her email address or phone number, the Association may publish that information to other Owners or residents. If the Owner or resident revokes his or her consent in writing, the Association shall cease making available for inspection the Owner's or residents' email address or phone number after the receipt of such revocation, but the Association need not change, retrieve or destroy any document or record published by the Association prior to the Association's receipt of such revocation.
3. **Inspection/Copying Association Records.** An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:
- (a) Making the requested records available for inspection and copying by the Owner within 10 days of the Association's receipt of such written request, which inspection shall be during the regular business hours of 8:00 a.m. to 5:00 p.m. at the principal office of the Association; or

**POLICIES & PROCEDURES, RESOLUTIONS**  
**ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

- (b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request; or
  - (c) E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.
4. **Use of Records.** Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:
- (a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
  - (b) For any commercial purpose; or
  - (c) Sold to or purchased by any person.
5. **Fees/Costs.** Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.
6. **Inspection.** The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.
7. **Original.** No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
8. **Creation of Records.** Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.
9. **Definitions.** Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

**POLICIES & PROCEDURES, RESOLUTIONS  
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10. **Supplement to Law.** The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
11. **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.
12. **Amendment.** This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on **1/25/2018** and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.,** a Colorado  
non-profit corporation

By:

  
\_\_\_\_\_

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**REGARDING ANIMALS IN THE COMMUNITY**

- SUBJECT: Animals in and on the Premises of the Association of Owners, Satellite Apartment Building, Inc. (the "Association")
- PURPOSE: To adopt a resolution regarding animals in and on the Premises of the Association.
- AUTHORITY: Condominium Declaration for Satellite Apartment Building, as amended (the "Declaration"), By-Laws of the Association of Owners Satellite Apartment Building, Articles of Incorporation of the Association (collectively, the "Governing Documents") and Colorado law.
- EFFECTIVE DATE: 1/25/2018
- RESOLUTION: The Association hereby adopts the following policy regarding animals in and on the Premises of the Association (the "Animal Policy"). Unless otherwise defined in this Animal Policy, initially capitalized terms or other terms defined in the Declaration shall have the same meaning herein.

WHEREAS, pursuant to Colorado law and the Declaration, the Board of Directors for the Association (the "Board") is charged with managing the affairs of the Association, which includes adopting resolutions, policies, and rules and regulations concerning the implementation of the Declaration and the management of the community; and

WHEREAS, Section 5(h) of the Declaration provides the Board may adopt rules, which may be amended from time to time. regarding birds, cats, dogs, reptiles and other animals in and on the Premises.

NOW, THEREFORE, the Board hereby declares, adopts and approves the following regarding animals in and on the Premises:

1. Animal Rules. The following constitute the Animal Rules of the Association with respect to animals in and on the Premises:
  - i) Animals are not allowed in or on the Premises at any time unless such animal is approved in accordance with the Declaration. Depending on the animal, approval could be allowed only pursuant to the Association's Reasonable Accommodation Policy, which is set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Reasonable Accommodation Policy").
  - ii) If anyone has or maintains an animal within or on the Premises and such animal has not been approved by the Board said Owner shall be subject to the penalties and fine amounts set forth in the Association's Covenant Enforcement Policy.
  - iii) All animal owners must immediately clean up after their animal, including the prompt removal of their animal's waste and excrement. Owners shall be liable for any and all damage to persons or property that results from the actions of their animals.

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- iv) Food may not be left in any of the Association's Common Elements where it might attract other animals. Association dishware may not be used to feed animals.
  - v) No animal shall be allowed to become a nuisance or create an unreasonable disturbance, including, without limitation: (a) causing personal injury or property damage because of its unruly behavior; (b) making noise continuously and/or incessantly disturbing any person at any time of day or night; and (c) exhibiting aggressive or vicious behavior.
  - vi) If an animal becomes disruptive or destructive and is not controlled(leashed) by its owner, the Association may require the removal of the animal or may, in accordance with the Association's Covenant Enforcement Policy, fine the Owner of the Condominium Unit to which the animal is associated.
  - vii) Animals are not allowed in the following areas of the Association's Common Elements: the Association restaurant and the food preparation areas of the restaurant.
  - viii) Any guest bringing an animal to the Premises must notify the front desk upon arrival and provide the animal's name, description and expected date of departure.
2. Authority of Association Staff. The Association's directors, officers, agents, and staff members (the "Association Staff") shall be authorized to ensure that all Persons with animals comply with the provisions herein. Accordingly, the Association Staff shall be permitted to question any Person with an animal on the Premises regarding compliance with this Animal Policy; provided, however, that once an animal is determined to be kept in compliance with this Animal Policy, the Association Staff shall not be permitted to repeatedly question such Person. In the event that Association Staff determines that any Person with an animal is not in compliance with this Animal Policy, and such Person further refuses to cure said violation within a reasonable time, as determined by the Board in its sole and absolute discretion, the Association Staff shall be permitted to remove the animal from the Premises after notice and an opportunity to a hearing. In addition, the Board may fine the Owner that is associated with the animal pursuant to the Association's Covenant Enforcement Policy.
3. Violations Subject to Penalty. The Board may enforce violations of this Animal Policy in the same manner as to any other violation of the Association's Governing Documents, including the right of the Board to levy fines pursuant to the Associations Covenant Enforcement Policy
4. Falsifying Service Animal or Emotional Support Animal. Pursuant to Colorado House Bill 16-1426, effective January 1, 2017, it is a petty offense for any person to intentionally misrepresents that an animal is (i) a service animal or (ii) an assistance, companion, or emotional support animal in order to avoid pet fees or to otherwise have an animal in housing that otherwise does not allow animals. Violators of this House Bill are subject to fines and penalties. The Board has determined that it is in the best interests of the Association to follow Colorado law and, therefore, any person who violates the above House Bill shall be reported to local law enforcement and potentially subject to prosecution.
5. Supplement to Law. The provisions of this Animal Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Premises.
6. Deviations. The Board may deviate from the provisions set forth in this Animal Policy if in its sole discretion such deviation is reasonable under the circumstances.
7. Amendment. This Animal Policy may be amended from time to time by the Board.



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**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc., a Colorado nonprofit corporation, certifies that the foregoing Animal Policy was adopted by the Board, at a duly called and held meeting of the Board on **1/25/2018** and in witness thereof, the undersigned has subscribed his/her name.

Association of Owners, Satellite Apartment  
Building, Inc., a Colorado nonprofit  
corporation

By:   
Its: President

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS**  
**ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**REASONABLE ACCOMMODATION AND MODIFICATION REQUESTS**

**SUBJECT:** Requests for reasonable accommodations and modifications pursuant to Federal and Colorado Fair Housing laws.

**PURPOSE:** To provide a policy and procedure by which the Board of Directors will consider requests from disabled residents for reasonable accommodations or modifications, so as to allow equal opportunity to use and enjoy their units in the Satellite Apartment Building Community ("Community").

**AUTHORITY:** The Satellite Condominium Declarations, Bylaws of the Association, Articles of Incorporation of the Association, and Federal/Colorado law.

**DATE:** 1/25/2018

**RESOLUTION:** The Association gives notice of its adoption of the following Policy and Procedure pursuant to which the Board of Directors shall consider requests from disabled residents, or future residents, of the Community for reasonable accommodations or modifications. The Policy and Procedure adopted is as follows:

**A. Equal Opportunity to Use and Enjoy Homes and the Community.**

To comply with applicable federal and state law, all residents shall have equal opportunity to use and enjoy the Community and their home. The Association shall make a reasonable accommodation or modification in its restrictions, rules and regulations when such accommodation or modification is necessary to afford persons with disabilities equal opportunity to use and enjoy the Community and their home.

An example of a reasonable accommodation would be allowing a person with a disability an accommodation to the restriction prohibiting animals, if such accommodation is necessary to afford the person equal opportunity to use and enjoy the Community and his/her home.

**B. Written Requests for Modifications or Reasonable Accommodations.**

The Association will consider written requests from disabled residents (or future residents if applicable) for reasonable accommodations or modifications necessary: to afford an equal opportunity to use and enjoy their home or the Community as follows.

1. Form for Written Requests. A resident, family member or someone else acting on behalf of the resident, who would like to make an accommodation or modification request of the Association should do so in writing and use the attached form entitled "Request for Accommodation or Modification" ("Request Form"). The request shall include a description of the resident-s disability and how modification or accommodation is necessary to afford the resident an

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equal opportunity to enjoy or use his/her home or the Community. If the request is for a reasonable accommodation for an Association meeting or event, the request must be received at least three weeks before the meeting or event at which any accommodation is requested. or within one week after the announcement. whichever is later.

2. Evaluation of Requests/Guidelines. In making a decision on a request for a reasonable accommodation or modification, the Board of Directors shall consider each request on a case-by-case basis, according to the guidelines:

First Guideline. The Board may determine whether the individual has a disability as defined by the Fair Housing Act, The Colorado and Federal Fair Housing Acts define "disability" as:

- a physical or mental impairment which substantially limits one or more major life activities,
- a record of such impairment, or
- being regarded as having such impairment.

If the resident's disability is not readily apparent, or if the disability is readily apparent but the need for the accommodation or modification is not, the Board may request the resident provide documentation from a health care provider stating that the resident is disabled and explaining the need for the accommodation or modification, and establishing the relationship between the person's disability and the need for the requested accommodation or modification. Attached is a Health Care Provider's Confidential Certification Letter that may be used in such situation. Any medical information provided by a health care provider shall remain confidential.

Second Guideline. If the request is for a modification to the property of an Owner, or the Common Elements, the request must clearly express that it is a request for a reasonable modification because of a disability. In addition to the Request Form, the resident may be required to submit detailed plans and specifications, apply for appropriate building permits, and satisfy other conditions specified by the Board, to ensure the work is performed in a safe and working like manner.

Third Guideline. The Board of Directors may determine whether the requested accommodation or modification is necessary to afford the resident an equal opportunity to use and enjoy his/her home or the Community.

Fourth Guideline. The Board of Directors may' determine whether the requested accommodation or modification is reasonable, in the sole and reasonable discretion of the Board. If the requested accommodation or modification requires the Association to spend money, the Board may take into consideration the following factors:

**POLICIES & PROCEDURES, RESOLUTIONS  
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- financial resources of the Association;
- cost of the request;
- benefits to the requester;
- burden of the accommodation/modification on the Association and other Owners; and
- availability of other, less expensive alternative accommodations or modifications that would effectively meet the resident's needs.

C. Response to Requests.

The Board shall advise the requesting resident of its decision. in writing, within a reasonable time of receiving the complete request, but in no case more than 45 days after receipt of the complete request. A "complete request" is one which provides the Board with sufficient information to make an informed decision about the requested accommodation or modification. If the Board denies the request for an accommodation or modification, the reasons for such denial shall be specified in the Board's written response to the requesting resident.

**CERTIFICATION:**

The undersigned, being the President and Secretary of Association of Owners, Satellite Apartment Building. Inc., certify that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors on 1/25/2018 and in witness thereof, the undersigned have subscribed their names.

**ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.,** a Colorado non-profit corporation

By:   
Signature

Mark Gaddy, President  
Printed Name

By:   
Signature

Diana J Revel, Secretary  
Printed Name

**POLICIES & PROCEDURES, RESOLUTIONS  
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**REQUEST FOR ACCOMMODATION OR MODIFICATION FORM**

I/we, the undersigned, hereby request an accommodation or modification be made for the following reason:

Please describe reason for request:

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Pursuant to the Federal Fair Housing Act (42 U.S.C. 3601-3619), I/we are requesting the following accommodation or modification be made:

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I/we hereby certify that the accommodation or modification is necessary so that I/we may use and enjoy the residence identified below and/or to ameliorate the effects of a disability. I/we acknowledge that in order to provide a "reasonable accommodation" or "reasonable modification," the Association may require additional information relating to my/our disability.

Upon request, I/we agree to provide such additional information as may be reasonably requested by the Board.

This form must be submitted to the Board of Directors for review. Please attach any additional information you feel may be of assistance to the Board in reviewing your request. The more information you supply initially, the more likely the Board will have enough information to make a decision regarding your request.

Requestor: \_\_\_\_\_ Date: \_\_\_\_\_

Requestor: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**HEALTH CARE PROVIDER'S CONFIDENTIAL CERTIFICATION LETTER**

1. Certification: I, \_\_\_\_\_ hereby declare. under penalty of perjury, that the following statements are true and correct to the best of my knowledge.

2. My business address and business telephone are as follows: \_\_\_\_\_  
\_\_\_\_\_

3. I am a duly licensed health care provider in the State of Colorado and my license number is: \_\_\_\_\_.

4. My area of practice is:  
\_\_\_\_\_

5. I hereby certify that the Patient has a physical or mental impairment which substantially limits one or more of such person's major life activities as follows (describe impairment):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Which major life activities are substantially limited by the impairment?  
(Check all that apply):

Caring for himself/herself	<input type="checkbox"/>
Walking	<input type="checkbox"/>
Performing manual tasks	<input type="checkbox"/>
Learning	<input type="checkbox"/>
Seeing	<input type="checkbox"/>
Breathing	<input type="checkbox"/>
Working	<input type="checkbox"/>
Speaking	<input type="checkbox"/>

Other (explain): \_\_\_\_\_  
\_\_\_\_\_

7. If you have certified that the Patient is disabled in No. 5 above, can this condition be treated to prevent any substantial limits in any of the Patient's major life activities?  
\_\_\_\_\_ Explain any qualifications to your answer: \_\_\_\_\_

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8. If your answer to No. 7 above indicates the condition is treatable, is the Patient's condition being treated to prevent any substantial limits in any of the Patient's major life activities? \_\_\_\_\_ Explain any qualifications to your answer:

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9. I am aware the Patient has made a request of the Association to \_\_\_\_\_. I hereby certify the Patient's request is related to his/her disability and alleviates or mitigates his/her disability, as described in No.5 above or assists the Patient in using and enjoying her home or the common facilities of the Association for the following reason(s):

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10. I understand this information is solely for the internal use of the above-named Association, that it will be kept confidential to the extent permitted by law, and will be provided only to authorized representatives of the Association who periodically may need to verify and revalidate that this information remains correct.

I also understand if a dispute arises concerning these issues. I may be called upon to testify concerning my professional opinions set forth in this letter.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing statements are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Return to:

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**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**ADOPTION OF POLICIES, PROCEDURES, RULES, REGULATIONS, OR GUIDELINES**

**SUBJECT:** Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter “Policy” or “Policies”) regarding the operation of the Association.

**PURPOSE:** To adopt a standard procedure to be used in developing Policies in order to afford Owners an opportunity to provide input and comments on such Policies prior to adoption.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE**

**DATE:** 1/25/2018

**RESOLUTION:** The Association hereby adopts the following procedures to be followed in adopting Policies of the Association:

1. **Scope.** The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to encourage Owner participation in the development of such Policies and to ensure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy.
2. **Drafting Procedure.** The Board shall consider the following in drafting the Policy:
  - (a) Whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;
  - (b) The need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and
  - (c) The immediate and long-term impact and implications of the Policy.
3. **Notice and Comment.** The adoption of every Policy shall be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy shall be afforded such opportunity at the meeting in compliance with Colorado law.
4. **Adoption Procedure.** Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) shall be provided to all Owners by any reasonable method as determined



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by the sole discretion of the Board, including but not limited to posting on the Association's website.

5. Policy Book. The Board of Directors shall keep copies of any and all adopted Policies in a book designated as a Policy Book. The Board of Directors may further categorize Policies, Procedures, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.
6. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
7. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
8. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
9. Amendment. This Procedure may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.**, a Colorado non-  
profit corporation

By

  
\_\_\_\_\_

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS  
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**RESERVE STUDY**

**SUBJECT:** Adoption of a policy related to when the Association will have a reserve study prepared, whether there is a funding plan for the work recommended by the reserve study, and whether the reserve study will be based on a physical analysis and a financial analysis.

**PURPOSES:** To provide for the creation and review of a reserve study and for the funding of the work recommended by the reserve study.

**AUTHORITY:** The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** 1/25/2018

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. Baseline Reserve Study. The Association has conducted a baseline reserve study with both a physical analysis and a financial analysis as follows:
  - A. The physical analysis:
    - (1) A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component.
    - (2) A condition assessment of each component on the component inventory by on-site inspection.
    - (3) Estimates of the remaining useful life and replacement costs of each component.
  - B. The financial analysis:
    - (1) An analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association per the reserve study.
    - (2) A future funding plan to meet the requirements of the reserve study.
2. Update of the Reserve Study.
  - A. The Association shall cause the reserve study, including both the physical and financial analysis, to be evaluated by Board periodically to determine increases in replacement costs and decreases in remaining useful lives of the components of the reserve study to adequately address changes to be made to the reserve study. In determining whether an update to the reserve study is needed, the Association shall consider the following:

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**ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

- (1) Whether the Association added or replaced any significant common elements.
  - (2) Whether the common elements sustained extreme wear and tear from harsh weather or lack of maintenance.
  - (3) Whether local inflation for materials and labor has substantially increased.
  - (4) Whether the Association has deferred any replacements or moved up replacements from the scheduled dates of replacement.
  - (5) Whether reserve income and expenses have occurred as planned.
  - (6) Whether there have been any new technological changes or improved product development that might result in a component change.
- B. In determining whether a site visit is required in any given year in order to update the reserve study, the Association shall take into consideration the following:
- (1) Any special or extraordinary issues facing the community (such as an increase in roof leaks or other maintenance issues).
  - (2) Increased deterioration in any components beyond normal wear and tear.
  - (3) Economic changes that affect the replacement cost of any component.
  - (4) Whether routine maintenance of the components has been kept up with.
3. Funding of the Reserve Study. The reserve study will be funded through regular assessments. The reserve fund shall be funded at a level such that the reserve fund shall at all times maintain a positive balance.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.**, a Colorado non-  
profit corporation

By:

  
\_\_\_\_\_

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**COLLECTION OF UNPAID ASSESSMENTS**

**SUBJECT:** Adoption of a policy and procedure regarding the collection of unpaid assessments.

**PURPOSE:** To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** 1/25/2018

**RESOLUTION:** The Association hereby adopts the following policy:

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters. The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. **Due Dates.** Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each month.  
  
Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 25 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.
2. **Receipt Date.** The Association shall post payments on the day that the payment is received in the Association's office.
3. **Late Charges on Delinquent Installments.** The Association shall impose on a monthly basis a \$25.00 late charge for each Owner who fails to timely pay his/her monthly installment of the annual assessment within 25 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 8% per annum on the amount owed for each

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Owner who fails to timely pay their monthly installment of the annual assessment within 25 days of the due date.

4. **Personal Obligation for Late Charges.** The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.
5. **Return Check Charges.** In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a return check fee, not to exceed \$20.00, 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. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. 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 (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment is not timely made within 25 days of the due date.
6. **Service Fees.** In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.
7. **Payment Plan.** Any Owner who becomes delinquent in payment of assessments may enter into a payment plan with the Association, which plan shall be for a minimum term of 6 months or such other term as may be approved by the Board of Directors. Such payment plan shall be offered to each owner prior to the Association referring any account to an attorney or collection agency for collection action. In the event the Owner defaults or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing assessments of the association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

**POLICIES & PROCEDURES, RESOLUTIONS**  
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8. **Attorney Fees on Delinquent Accounts.** As an additional expense permitted under the Declaration and by Colorado law, 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. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
9. **Application of Payments.** Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to the payment of any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.
10. **Collection Process.**
  - (a) After an installment of an annual assessment or other charges due to the Association becomes more than 25 days delinquent, the Managing Agent shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. The Association's notice, at a minimum shall include the following:
    - (i) The total amount due to the Association along with an accounting of how the total amount was determined.
    - (ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
    - (iii) A name and contact information for an individual the owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
    - (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law including revoking the owners right to vote if permitted in the Bylaws or Declaration.
  - (b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Managing Agent shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment.

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- (c) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the Managing Agent shall turn the account over to the Association’s attorney for collection. Upon receiving the delinquent account, the Association’s attorneys may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association’s attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney’s fees together with the cost of the action and any applicable interest and late fees.
- (d) The Association shall not be liable for any errors or omissions in any payment statement to the Owner. In addition to the steps outlined above, the Association may elect to suspend access to certain Common Elements, to be determined by the Board, of any Owner whose account is past due at the time of such access is desired.
11. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.
12. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest have accrued, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after 25 days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien)	Any time after 60 days after due date
Delinquent account turned over to Association’s attorney; Lien filed; Demand letter sent to Owner.	Any time after 90 days after due date

The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

**POLICIES & PROCEDURES, RESOLUTIONS**  
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13. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a reasonable fee not to exceed \$25.00. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.
14. Bankruptcies and 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 Managing Agent shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.
15. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.
16. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney 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. The attorney, in consultation with the Managing Agent, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:
  - (a) Filing of a suit against the delinquent Owner for a money judgment;
  - (b) Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors;
  - (c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
  - (d) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

17. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. 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.
18. Rental Interception. To the extent permitted by the Declaration, the Association may, without court order, notify the tenant of any unit where the Owner is delinquent in the payment of assessments, pursuant to the Declaration and Colorado law, that rents shall



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be paid to the Association effective immediately and continue until such time as the Owner's account is current. Such notice shall be in writing to the tenant and the Owner. All funds received by the Association from the tenant shall be credited to the Owner's account as set forth herein.

19. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.
20. Waivers. 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 shall determine appropriate under the circumstances.
21. Communication with Owners. All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.
22. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.
23. Defenses. Failure of the Association to comply with any provision in this Policy 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 Policy.
24. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
25. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
26. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

27. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.**, a Colorado non-  
profit corporation

By:

  
\_\_\_\_\_

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**FORECLOSURE RESOLUTION OF ASSOCIATION OF OWNERS, SATELLITE APARTMENT  
BUILDING, INC.**

WHEREAS, the Owner of Unit \_\_\_\_\_, is currently delinquent in payment of assessments in the amount of \$ \_\_\_\_\_, which amount includes, late fees, penalties, interest and attorney fees; and

WHEREAS, the Association, on \_\_\_\_\_ did notify such owner of the delinquent assessments and did offer the Owner a payment plan of at least 6 months for the repayment of the delinquent assessments; and

WHEREAS, the Owner did, on \_\_\_\_\_ default in the terms and conditions of the payment plan, or conversely, failed to enter into a payment plan with the Association; and

WHEREAS, the current delinquent amount is equal to or exceeds six months of common expenses assessments allocated to the Owner's Unit pursuant to the Association's annual budget; and

NOW, THEREFORE, BE IT RESOLVED, by a vote of \_\_\_\_\_ FOR and \_\_\_\_\_ AGAINST, the Board of Directors, pursuant to the Association's collection policy and in accordance with the Colorado Common Interest Ownership Act, does hereby approve the commencement of a foreclosure action on Unit \_\_\_\_\_, Association of Owners, Satellite Apartment Building, Inc. to be commenced as soon as practical.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.**, a Colorado non-  
profit corporation

By:

  
\_\_\_\_\_

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**Delinquent Account Letter**

Date: \_\_\_\_\_

Re: Delinquent Account, Unit \_\_\_\_\_

Dear Owner,

Your homeowner assessment account is delinquent in the amount of \$\_\_\_\_\_.

The calculation of the delinquency is depicted on the attached accounting.

You may enter into a payment plan to bring your account current. However, your balance must be paid within six months of the date of this letter, including remaining current with ongoing assessments. If you choose to enter into a payment plan, your new monthly payments during this plan will be \$\_\_\_\_\_ per month which includes ongoing monthly assessments of \$ \_\_\_\_\_ per month.

Please contact:

\_\_\_\_\_ at \_\_\_\_\_, if you desire to pay this debt, set up this payment plan or to verify the debt owed. If you enter into a payment plan and you fail to make any payment pursuant to the plan, the Association may proceed with legal action against you without further notice to you.

**PLEASE NOTE:** ACTION IS REQUIRED BY YOU TO CURE THE DELINQUENCY. FAILURE TO DO SO WITHIN 30 DAYS OF THE DATE OF THIS LETTER MAY RESULT IN YOUR DELINQUENCY BEING TURNED OVER TO A COLLECTION AGENCY, A LAWSUIT BEING FILED AGAINST YOU OR THE FILING OF A FORECLOSURE OF A LIEN AGAINST YOUR PROPERTY OR ANY OTHER REMEDIES AVAILABLE PURSUANT TO COLORADO LAW.

Sincerely,

ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**INSURANCE**

**SUBJECT:** Adoption of a policy regarding insurance.

**PURPOSE:** To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** 1/25/2018

1. **REQUIRED POLICIES.** The Board shall maintain all policies required by Section 24 of the Condominium Declaration, including but not limited to liability and directors and officers insurance coverage to protect the Satellite and indemnify and hold harmless its officers, directors, and any persons acting therefore (other than independent contractors) while serving the Satellite in those capacities, unless such acts are done in bad faith and with malice.
2. **CLAIMS BY OWNER.** If an occurrence is made known to an owner that results in damages or injury to an owner or an owner's property which may come within the Satellite's coverage as required in the Declaration or under Colorado law, the following procedures should be followed by the owner:
  - a) In the event the owner determines it is in the owner's best interests to submit a claim under the owner's insurance policies, the owner shall follow the procedures set out in those insurance policies describing the insured's duties in the event of an occurrence, claim, or suit.
  - b) In the event the subject matter of the claim may fall within the Satellite's insurance responsibilities under the Declaration or Colorado law, the owner shall first notify the Satellite of the damage by providing written notice to the Board or managing agent setting forth the following:
    - 1) Owner's phone number, mailing address, and Unit address, if different;
    - 2) The time, place, and circumstances of the event; ○
    - 3) Identification of damaged property; and ○
    - 4) The names and addresses of the injured and witnesses, if applicable.
  - c) The Board shall then make a determination as to whether the occurrence or claim consists of damages for which the owner or the Satellite is responsible for insuring under the Declaration.

**POLICIES & PROCEDURES, RESOLUTIONS**  
**ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

The Satellite shall notify the owner in writing of its determination with fifteen days of written notification of the damage.

- d) If the Board determines, in its sole discretion, that the subject matter of the claim is within the Satellite's insurance obligations, the Board shall submit a claim to the Satellite's insurance carrier or carriers on behalf of the owner in accordance with the requirements of the Satellite's insurance policies. In that event, an owner should not submit a claim to the Satellite's insurance carriers.

**3. DEDUCTIBLE POLICY.**

- 1) **Interior Loss or Damage.** Since maintenance and repair of the interior of a Unit should ordinarily be the responsibility of the Owner, pursuant to Section 19 of the Declaration, to the extent any loss is covered by the Association's insurance and a claim is made against the Association's insurance in connection with such loss, the Owner shall be responsible for paying the deductible or any portion of the loss or expense which is not covered by the Association's insurance. Individual owners will be responsible to pay the Association's insurance deductible if damage to their apartment or any other apartments can be determined to have been caused by their negligence. The Association recommends that all Owners obtain HO-6 coverage for their respective Units with at least \$10,000.00 for "Coverage A-Dwelling" and at least \$50,000.00 for "Loss Assessment", as required or recommended by Section 24(f) of the Declaration.
- 2) **Exterior Loss of Damage.** If any loss or damage to the exterior of any Unit is not fully covered or paid by the Association's insurance, the amount of that uncovered or unpaid portion shall be paid equally by all of the Owners, except that when and to the extent such loss or damage is caused by an "Owner-Responsible Event" as defined below, the Board in its sole discretion may determine that the Owner and his/her Unit shall be solely responsible for any portion of the loss or expense that is not covered by the Association's insurance. An "OwnerResponsible Event" means:
  - a) a negligent act or omission of an Owner;
  - b) a negligent act or omission of that Owner's family, agent, contractor, guest, invitee or tenant;
  - c) a negligent act or omission of another individual, provided that such individual was on the premises with the consent of the Owner or with the consent of a person enumerated in "b" above; or
  - d) a pet or other animal brought on the premises by the Owner or by one of the other persons enumerated in "b" or "c" above.
- 3) **Assessment and Collection.** Any Owner's failure to pay his/her share of any loss allocated to him/her under any of the preceding sections of this policy shall result in the assessment of a

**POLICIES & PROCEDURES, RESOLUTIONS**  
**ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

fine equal to the amount unpaid, plus costs of collection. The Association may exercise all applicable rights and remedies to collect fines, including the right to add such fine to the assessment to which the Unit of such Owner is subject, and such fine and assessment shall become a lien against such Owner's Unit as provided in Article 26 of the Declaration.

- 4) **Owners' Coverage.** Owners are responsible for reviewing the Association's insurance coverages and obtaining such insurance as the Owners are required or may desire to have for their own protection. Nothing in this policy shall impose any liability upon the Association.
  
- 5) **Commercial Tenants.** Owners of commercial condominium units shall provide the Association with certificates of insurance from the respective tenants of said commercial units evidencing general liability limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and naming the Association of Owners, Satellite Apartment Building, Inc. as an additional insured.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.,** a Colorado non-profit corporation

By:

  
\_\_\_\_\_

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**INVESTMENT OF RESERVE**

**SUBJECT:** Adoption of an Investment Policy for reserves of the Association.

**PURPOSES:** To adopt a policy for the investment of reserve funds.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE**

**DATE:** 1/25/2018

**RESOLUTION:** The Association hereby adopts a Policy as follows:

1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.
2. Purpose of the 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 of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.
3. Investment of Reserves. The Board of Directors of the Association shall invest 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.
  - (c) Minimal Costs. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.
  - (d) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
  - (e) Return. Funds should be invested to seek a reasonable rate of return.
4. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.



**POLICIES & PROCEDURES, RESOLUTIONS**  
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5. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach.
6. Independent Professional Investment Assistance. The Board of Directors of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.
7. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.
8. Standard of Care. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.**, a Colorado non-  
profit corporation

By:

  
\_\_\_\_\_

Its: President

**POLICIES & PROCEDURES, RESOLUTIONS  
ASSOCIATION OF OWNERS, SATELLITE APARTMENT BUILDING, INC.**

**REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

**SUBJECT:** Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.

**PURPOSE:** To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.

**AUTHORITY:** The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.

**EFFECTIVE**

**DATE:** 1/25/2018

**RESOLUTION:** The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:

1. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.
2. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.
3. Definition.
  - (a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.
  - (b) "Director" means a member of the Association's Board of Directors.
  - (c) "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 a party related to a Director has a

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beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

4. Loans. No loans shall 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 the loan until it is repaid.
5. Disclosure of Conflict. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter.

After disclosure, the Director shall not participate in the discussion nor vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

6. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:
  - (a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;
  - (b) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or
  - (c) The conflicting interest transaction is fair to the Association.

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

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

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(b) No contributions will be made to any political parties or political candidates by the Association.

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

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

(e) No Director shall receive any compensation from the Association for acting as a volunteer.

(f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

(g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

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

(j) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(k) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

8. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

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9. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
10. 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.
11. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:**

The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc., a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 1/25/2018 and in witness thereof, the undersigned has subscribed his/her name.

**Association of Owners, Satellite  
Apartment Building, Inc.**, a Colorado non-  
profit corporation

By:



Its: President

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**RESIDENT INFORMATION (FORM "A")**

**INFORMATION REQUEST FOR MANAGEMENT OFFICE**

(PLEASE RETURN COMPLETED FORM TO MANAGEMENT OFFICE)

**NAME** \_\_\_\_\_ **UNIT NO.** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_ **DO YOU WANT YOUR PHONE NUMBER LISTED IN THE SATELLITE DIRECTORY?**    **YES**    **NO**

**DO YOU OWN?** \_\_\_\_ **DO YOU RENT?** \_\_\_\_ **STORAGE SPACE** \_\_\_\_\_

**GARAGE SPACE** \_\_\_\_\_ **VEHICLE LICENSE NO.** \_\_\_\_\_

**PARKING PERMIT NO.** \_\_\_\_\_

**EMERGENCY CONTACTS:**

**First Contact:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Other \_\_\_\_\_

**Second Contact:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Other \_\_\_\_\_

**CONDITIONS REQUIRING ASSISTANCE:**

If you have a condition or some other reason you might need assistance during an emergency, such as a fire evacuation, please provide us with information about your condition and how you would require help. This information could help emergency personnel save a life!

Condition \_\_\_\_\_ Assistance Needed \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you have LIFELINE? \_\_\_\_ Yes \_\_\_\_ No

**SIGNATURE:** \_\_\_\_\_ **Print:** \_\_\_\_\_

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**DOCUMENT REQUEST**

Name of Requesting Party: \_\_\_\_\_

Relation of Requesting Party to Unit: \_\_\_\_\_

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

Daytime Phone: \_\_\_\_\_

Email: \_\_\_\_\_

I request to examine  or copy  the following:

Governing Documents:

- Declaration (Covenants)
- Bylaws
- Articles of Incorporation
- Policies and Procedures
- House Rules
- Board Resolutions (please specify): \_\_\_\_\_  
\_\_\_\_\_

Financial Documents:

- Operating Budget
- Financial Statement
- Other: Please describe: \_\_\_\_\_  
\_\_\_\_\_

Pursuant to Colorado State Law and the Association's procedure regarding member access, inspection and copying of the Association's documents, I agree to pay the cost of copying, as set by the Association's property manager. Payment must be received at time of service, paid by certified funds or money order (no cash).

I certify that my request to review the books and records of the Association is for a proper purpose related to my membership in the Association, and that this request is not for commercial purposes or my personal financial gain or for any solicitation, illegal or improper purpose. Specifically, my reason for wanting to review the books and records of the Association is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Acknowledgement**

This form must be received before any inspection or copying of records. Examination of books and records of this Association is available during normal business hours in accordance with state law. Certain information is required to be made available. However, the persons requesting the information are solely responsible for any legal liability or damages arising from or relating to their use of the information. The Association assumes no liability or responsibility for the information provided, nor its use or misuse. ***The Association does not warrant or represent the accuracy, completeness, or any other***

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*matter in the materials provided.* The Requesting Party agrees that any information shall not be used for commercial, solicitation, illegal or improper purposes, and to indemnify the Association from any claims or expenses resulting from the use of such information. Any expense in fulfilling the Member's request shall be the expense of the Member and not the Association and shall be due at the time services are rendered.

**Signature of Requesting Party:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**POLICIES & PROCEDURES, RESOLUTIONS  
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**EXTERIOR WALL/DOOR MAINTENANCE & MODIFICATIONS**

**SUBJECT:** Maintenance and Modifications of exterior doors and walls to Units.

**PURPOSE:** To provide notice of the Association's adoption of a Resolution clarifying the maintenance obligations of the Association and Owners in relation to exterior Unit doors and walls as well as establishing procedures and guidelines for the review and approval of exterior modifications to the Unit doors and walls.

**AUTHORITY:** Condominium Declaration for Satellite Apartment Building (A Condominium) ("Declaration"), Bylaws, Articles of Incorporation and Colorado law.

**EFFECTIVE DATE:** 8/29/2019

**RESOLUTION:** The Association hereby adopts the following policy:

**RECITALS**

WHEREAS, pursuant to Sections 19 and 22 of the Declaration, the Association is responsible for the maintenance of the common elements, which includes Limited Common Elements, except for those components that are identified as Owner responsibility in the Declaration;

WHEREAS, there is some ambiguity in the Declaration as to the scope of the Association's maintenance responsibility and the Declaration does not expressly address exterior door maintenance or modifications;

WHEREAS, exterior Unit doors reasonably fall within the definition of limited common elements under the Declaration, which pursuant to Section 22 of the Declaration, are to be maintained as general common elements;

WHEREAS, after consultation with the Association's legal counsel, the Board hereby adopt this resolution clarifying that the Association is responsible for maintaining the exterior unit doors as well as the exterior walls around the door as part of the common elements;

WHEREAS, pursuant to Article VI, Section 9 of the Bylaws and Colorado law, the Board may adopt rules and regulations pertaining to the use of the common elements, including limited common elements to both residential and commercial units;

WHEREAS, pursuant to the above authority, the Board has determined it necessary to clarify through this resolution the maintenance responsibility for the exterior unit doors and walls as well as adopt procedures and guidelines for the review and approval of any exterior modifications to the exterior doors or walls.

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AS SUCH, the Association hereby RESOLVES as follows:

1. Definitions.
  - A. The term "maintenance" as used in this Resolution includes repair and replacement unless otherwise noted.
  - B. All terms as used herein that are also defined terms in Section 1 of the Declaration shall have the same meaning as set forth in the Declaration regardless of whether or not such term is capitalized.
  
2. General Maintenance of Exterior Unit Doors and Walls. The exterior doors to both residential and commercial units (i.e. the front doors to the Unit) as well as the exterior walls surrounding the doors are considered part of the common elements and shall be maintained by the Association. Pursuant to the Declaration, Owners remain responsible for maintaining the interior finished surfaces of the front doors to the Unit.
  
3. Modifications to Exterior Unit Doors or Walls. Modifications to or replacement of the exterior unit door or surrounding exterior walls require Board approval. If an Owner wishes to add, change or modify the exterior unit door or exterior walls surrounding the Unit's front door, the Owner must first submit an application to the Board for such modification and obtain the Board's written approval prior to the commencement of the work. Modifications to the doors and walls include, but are not limited to, painting, resurfacing, attaching decals, decorations, posters or signs.

All modifications to the exterior doors or surrounding exterior walls to either a commercial or residential Unit require Board approval except for those modifications included on Addendum A to this Resolution, which are deemed pre-approved by the Board.
  
4. Application and Approval Requirements. Applications submitted pursuant to this Resolution may only be made by the Owner of the Unit, as applicant. The application and approval process shall include at least the following:
  - a) The signature of all Owners of the Unit must be on the application;
  - b) The Owner must represent and warrant that the proposed modifications or improvements do not affect the structural integrity, electrical systems, mechanical

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- systems, utilities, lessen the support of any portion of the community or violate any of the provisions of the governing documents, including this Resolution;
- c) The application must provide sufficient detail as to the plans and specifications for the modification or improvement, including, but not limited to the location, dimensions, means of attachment as well as colors and materials to be used;
  - d) The approval of the Board on applications coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to:
    - a) conformity and harmony of exterior appearance of the proposed modification or improvement with other commercial or residential Units,
    - b) effect of location and use of the modification or improvements on nearby Units or common elements,
    - c) preservation of aesthetic beauty, and
    - d) impact on the structural soundness of the building.
5. Enforcement. Failure to obtain prior written approval for any modifications or any other violation of this Resolution shall be enforced based on complaints received or by observation pursuant to the Association's Declaration and Enforcement Policy.
6. Effective Date. This Resolution shall become effective as of the date set forth above. This Resolution applies to all modifications to the exterior doors and surrounding walls whether or not existing as of the Effective Date. The Association has created a catalog of unit doors and walls as of July 20, 2019. Based on the catalog, the Board at its discretion may approve existing modifications as of the Effective Date without requiring the Owner to follow the application process regardless of whether such modifications meet the requirements set forth in Addendum A. Existing modifications that are not approved by the Board will be enforced pursuant to the Association's enforcement policy. Such review of existing modifications as of the Effective Date will be performed on a case by case basis pursuant to the approval standards and guidelines set forth in this policy.
7. Supplemental to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado.
8. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
9. Amendment. This Resolution may be amended by the Board of Directors.

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**PRESIDENT'S**

CERTIFICATION: The undersigned, being the President of Association of Owners, Satellite Apartment Building, Inc., certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on AUGUST 29, 2019 and in witness thereof, the undersigned has subscribed is/her name.

ASSOCIATION OF OWNERS,  
SATELLITE APARTMENT BUILDING,  
INC. a Colorado non-profit corporation

By: Basil Little  
Its: ~~President~~ VICE PRESIDENT

**POLICIES & PROCEDURES, RESOLUTIONS  
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**COMMON ELEMENT MODIFICATION REQUEST**

Name (Last): \_\_\_\_\_ First: \_\_\_\_\_

Unit #: \_\_\_\_\_ Phone: \_\_\_\_\_

Email (optional): \_\_\_\_\_

Applications submitted pursuant to this Resolution may only be made by the Owner of the Unit, as applicant. The application and approval process shall include at least the following:

The Owner must represent and warrant that the proposed modifications or improvements do not affect the structural integrity, electrical systems, mechanical systems, utilities, lessen the support of any portion of the community or violate any of the provisions of the governing documents, including this Resolution.

Description of Modification: \_\_\_\_\_

Rendering/Drawing (if necessary):

The application must provide sufficient detail as to the plans and specifications for the modification or improvement, including, but not limited to the location, dimensions, means of attachment as well as colors and materials to be used.

Date/Time Submitted: \_\_\_\_\_

Owner #1, First/Last Name (Print) \_\_\_\_\_

Owner #1, Signature: \_\_\_\_\_

Owner #2, First/Last Name (Print) \_\_\_\_\_

Owner #2, Signature: \_\_\_\_\_

Would you like to present your request to the board in person? Yes / No

=====

The approval of the Board on applications coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to: (i) conformity and harmony of exterior appearance of the proposed modification or improvement with other commercial or residential Units, (ii) effect of location and use of the modification or improvements on nearby Units or common elements, (iii) preservation of aesthetic beauty, and (iv) impact on the structural soundness of the building.

Board Review Date/Time: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Date Denied: \_\_\_\_\_

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ReasonForDenial:

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Date/Time Requestor Notified: \_\_\_\_\_

Comments:

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**ADDENDUM "A" TO RESOLUTION REGARDING EXTERIOR WALL/DOOR  
MAINTENANCE & SIGNAGE**

*The following lists of modifications and improvements to the exterior of the Unit doors or surrounding exterior walls are deemed approved by the Board. Any deviation from this list is in violation unless the modifications or improvements have been approved by the Board. Anyone wishing to modify his/her wall/door may do so through the Application and Approval process cited in this resolution.*

**For Residential Units, the following modifications and improvements are approved:**

- One single door knocker installed on the Unit's front door.
- One wired or non-wired doorbell installed within 6 inches of the Unit's front door's doorjamb.
- Peep hole(s) installed on the Unit's front door.
- Key lock box on the Unit's front door.
- Unit number installed on the Unit's front door. Unit numbers cannot be stenciled or hand written onto the exterior surface and cannot exceed **14"(w) x 6"(h)** inches. Unit number may be installed horizontally or vertically.
- One plaque displaying both the current occupant's name and Unit # installed on the Unit's front door. This Combination Name & Unit plaque may not exceed **16"(w) x 8"(h)** inches.
- One front door deadbolt visible from the exterior in addition to keyed entry door knob. Locking mechanism(s) must be of the same color and material as other exterior hardware installed on the door.
- The Board has pre-approved colors for the exterior Unit doors. The colors of the exterior Unit doors as of the effective date of this Resolution, as catalogued, are considered approved by the Board. For any future changes to door color, please contact the Association's office to obtain the names of the currently approved paint colors.
- Holiday or seasonal decorations are permitted on the Unit doors only. Any decorations must be attached such that they do not damage the door or conceal the Unit #. The decorations should be placed so as to maintain a clean and uncluttered appearance.

**For Commercial Units, the follow modifications and improvements are approved:**

- One single door knocker installed on the Unit's front door.
- One wired or non-wired doorbell installed within 6 inches of the Unit's front door's doorjamb.
- Peep hole(s) installed on the Unit's front door.

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- Unit number installed on the Unit's front door or within 6 inches of the Unit's front door's doorjamb. Unit numbers cannot exceed **14"(w) x 6"(h)** inches. Unit numbers may be installed horizontally or vertically.
- The name of the business, hours of operation and contact information may be displayed on the Unit's front door. A plaque may be installed containing the business information not to exceed **18" x 18"** inches. For units with glass doors, decals or stencils may be used to display the business information not to cover more than **24" x 24"** inches of the glass door surface area.
- Until Cluster commercial mailboxes are provided at the Satellite, fireproof mail slots may be installed in the Unit's front door or in the wall adjacent to the front door no to exceed **13" x 3.5"** inches. Mail slots should be the same color or material as existing Unit door hardware or the Unit door paint color.
- The Board has pre-approved colors for the non-glass Unit doors. The colors of the exterior Unit doors as of the effective date of this Resolution, as catalogued, are considered approved by the Board. For any future changes to door color, please contact the Association's office to obtain the names of the currently approved paint colors.
- Holiday or seasonal decorations are permitted on the Unit doors only. Any decorations must be attached such that they do not damage the door. The decorations should be placed so as to maintain a clean and uncluttered appearance.