

6.01 Powers and Duties.

The affairs of the Association shall be conducted by the Board. The Board shall be selected in accordance with the Association Documents. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for (if applicable), from Assessments, the following if and to the extent such have been or are hereafter provided by or contracted for by the Association or the Board as the Board determines in the Board's sole and exclusive discretion:

- a) Care, maintenance, repair and preservation of the Common Properties, including, without limitation, the obligations pursuant to any Maintenance Agreement, and the furnishing and upkeep of any desired personal property for use in the Common Properties; provided, however, if the Streets become public streets as provided in [Article II](#) hereof, the Association shall maintain the Streets only if the City fails to do so in a manner deemed appropriate in the sole and exclusive judgment of the Board;
- b) The Common Services;
- c) Any private trash and garbage collection service and security arrangements;
- d) Taxes, insurance and utilities which pertain to the Common Properties;
- e) The services of a Person or Persons to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Association or by a manager designated by the Board;
- f) Legal, accounting and other professional services;
- g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in the Board's sole and exclusive opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration; and
- h) The collection (as a part of the Regular Assessments) and payment of any assessments owed by an Owner or the Association under any other recorded deed restrictions, if any.
- i) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;
- j) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;
- k) To perform any of the Board's duties under this Declaration by contracting with third parties, to enter into other contracts, to maintain one (1) or more bank accounts and, generally, to have all the powers necessary or incidental to the operation, functions and management of the Association;
- l) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- m) To make reasonable rules and regulations for the operation and use of the Common Properties and the Common Services and to amend them from time to time;

- n) To make available to each Owner within ninety (90) days after the end of the year an annual report of the Association commencing in 1999;
- o) To adjust the amount, collection and use of any insurance proceeds;
- p) To enforce the provisions of this Declaration and any rules made hereunder and, in the sole and exclusive discretion of the Board, to enjoin and seek damages from any Owner for violation of any such provisions or rules;
- q) To appoint members of the Architectural Control Committee as described in, and subject to the provisions of, [Article VIII](#) hereof,
- r) To own fee simple title, or an easement interest, in the Common Properties; and
- s) To perform such other duties and functions as are necessary to carry out the rights and obligations of the Board and the Association under this Declaration.

Add the following at the end of paragraph 6.01

If at any time the Board determines services or materials are required for any of the above listed items require payments from the Association Assessments that have the potential to exceed \$5,000 within a 12 month period, the board will obtain written quotes from a minimum of three (3) vendors. In some cases it may not be feasible or timely to gain three (3) vendors quotes. If this is not feasible a written explanation will be provided by the Board.. These quotes must contain a detailed description and itemization of the services and materials to be provided, the time frame in which the performed and completed, and optionally a payment schedule. If the vendor requires a payment schedule, any intermediate payments must be based upon specific measurable progress towards the completion of the project. In no case may the total of all progress payments be greater than 60% of the total value of the project. The Board will review all quotes and select the vendor that offers the best value proposal for the Association. The Board will then provide the Association membership by email or other appropriate means a summary that includes as a minimum: each vendor that participated, the total of the quote from each vendor, the vendor selected, and the rationale for the selection. Members in Good Standing can either accept the Board decision or request an Association vote on the vendor selection. If eight (8) or more Members (one member from each property) in Good Standing request an Association vote, then the Board will convene a Special Association Meeting in accordance with the quorum requirements set forth in section 3.05 (c) to decide on the vendor selection. If fewer than eight (8) members (one member from each property) request a vote by the Association membership, then the Board will proceed with the selection as recommended. All Member notifications must be made in writing to the Board within 5 business days of receiving the summary of vendor proposals.