

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE
BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.**

A resolution of the Board of Directors of The Bridges at Black Canyon Owners Association, Inc. adopting responsible governance polices for The Bridges at Black Canyon.

WHEREAS, Colo. Rev. Stat. § 38-33.3-209.5 requires that to promote responsible governance, common interest community associations shall adopt policies, procedures, and rules and regulations concerning the following matters:

- a. Collection of unpaid assessments;
- b. Handling of conflicts of interest involving board members;
- c. Conduct of meetings;
- d. Enforcement of covenants and rules, including notice and hearing procedures and the schedule of fines;
- e. Inspection and copying of association records by unit owners;
- f. Investment of reserve funds;
- g. Procedures for the adoption and amendment of policies, procedures, and rules;
- h. Procedures for addressing disputes arising between the association and unit owners; and
- i. When the association has a reserve study prepared for the portions of the community maintained, repaired, replaced, and improved by the association; whether there is a funding plan for any work recommended by the reserve study and, if so, the projected sources of funding for the work; and whether the reserve study is based on a physical analysis and financial analysis.

WHEREAS, The Bridges at Black Canyon Owners Association, Inc. is a common interest community under Colorado law;

WHEREAS, pursuant to Colo. Rev. Stat. § 38-33.3-303(1)(a), except as otherwise provided in the declaration, the bylaws or any other provision of Article 33.3, the executive board may act in all instances on behalf of the association;

WHEREAS, the Board, in furtherance of its duties to manage the planned community for the purposes set forth in the Declaration, desires to adopt the policies, procedures, and rules and regulations concerning the matters required under Colo. Rev. Stat. § 38-33.3-209.5.

THE BRIDGES AT BLACK CANYON OWNERS ASSOCIATION,
INC. BOARD OF DIRECTORS

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, 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 of Directors on July 1, 2015 and in witness thereof, the undersigned has subscribed his/her name.

The Bridges at Black Canyon Owners Association, Inc.

By: *Rob W. Johnson*
Director

By: *Phyllis Whelan - President*
President

By: *Greg Flory*
Director

By: _____
Director

**RESOLUTION OF
THE BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES REGARDING PROCEDURES FOR
ADOPTION OF POLICIES, PROCEDURES, RULES, REGULATION, OR
GUIDELINES
Policy #1**

SUBJECT: Adoption of a procedure to be followed when adopting policies, procedures, rules, regulation or guidelines (hereinafter “Policy” or “Policies”) regarding the operation of The Bridges at Black Canyon Owners Association, Inc. (the “Association”).

PURPOSE: The Purpose of this Resolution is to adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation and governance of the Association.

AUTHORITY: The Declaration of The Bridges at Black Canyon (the “Declaration”), Articles of Incorporation and Bylaws of the Association, any amendments thereto (the “Governing Documents”) and Colorado law.

EFFECTIVE

DATE: June 1st , 2015

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

- 1) Scope. The Executive Board 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 provision in other documents, or as may be required by law. In order to insure that such Policies are necessary and properly organized, the Executive Board shall follow the following procedures when adopting Policy.
- 2) Drafting Procedure. The Executive Board shall consider the following in drafting the Policy:
 - (a) Whether the Governing Documents or Colorado law grants the Executive Board 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 addresses the issue; and
 - (c) The immediate and long-term impact and implication of the Policy.

- 3) Adoption Procedure. Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) shall be provided to all Owners in accordance with the provisions set forth in the Declarations
- 4) Policy Book. The Executive Board shall keep copies of any and all adopted Policies in a book designated as a Policy Book. The Executive Board may further categorize Policies, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.
- 5) Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- 6) Supplement to Law. The provision of this Resolution shall be in addition to and in supplement of the terms and provision of the Governing Documents and the law of the State of Colorado governing the Project.
- 7) Deviations. The Executive Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
- 8) Amendment. This Procedure may be amended from time to time by the Executive Board.

**RESOLUTION OF
THE BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING BOARD MEMBER CONFLICTS OF INTEREST
Policy #2**

SUBJECT: Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics for The Bridges at Black Canyon Owners Association, Inc. (the “Association”) Executive Board.

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 procedure and to adopt a code of ethics for the Executive Board.

AUTHORITY: The Declaration of The Bridges at Black Canyon (the “Declaration”), Articles of Incorporation and Bylaws of the Association, any amendments thereto (the “Governing Documents”) and Colorado law.

EFFECTIVE DATE: June 1st, 2015

RESOLUTION: The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics in conjunction with the provisions set forth under C.R.S. 7-128-501:

1. General Duty. The Executive Board 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.
2. Definition. A conflict of interest exists whenever any contract, decision or other action taken by or on behalf of the Executive Board would financially benefit: (i) a Director; (ii) a parent, grandparent, spouse, child, or sibling of the Director; (iii) a parent or spouse of any of the persons in subsection (ii); (iv) an entity in which a Director is a director or officer or has a financial interest.
3. Disclosure of Conflict. Any conflict of interest on the part of any Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Executive Board at which the interested Director is present prior to any discussion or vote on the matter. The

meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

4. Code of Ethics. In addition to the above, each Director and the Executive 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.
- (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 intent of influencing 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 or instill fear in any member, Director or agent of the Association.
- (i) No promise of anything not approved by the Executive Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.
- (j) Any Director convicted of a felony shall voluntarily resign from his/her position.
- (k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would

benefit himself/herself in any way.

- (1) Language and decorum at Executive 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.
5. Failure to Disclose Conflict. Any contract entered into in violation of this policy shall be void and unenforceable. In such event, the Board, at the next meeting of the Executive Board, shall vote again on the contract, decision or other action taken in violation of this Policy.
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 community.
8. Deviations. The Executive 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 policy may be amended from time to time by the Executive Board.

**RESOLUTION OF
BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
FOR COLLECTION OF UNPAID ASSESSMENTS
Policy #3**

- SUBJECT:** Adoption of a policy and procedure regarding the collection of unpaid The Bridges at Black Canyon Owners Association, Inc. (the “Association”) 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 of The Bridges at Black Canyon (the “Declaration”), Articles of Incorporation and Bylaws of the Association, any amendments thereto (the “Governing Documents”) and Colorado law.
- EFFECTIVE DATE:** **June 1st, 2015**
- 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 collections so as to minimize the Association’s loss of assessment revenue. The Executive Board has retained as 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. The annual 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 January each calendar year after the annual meeting and delinquent on the 1st day of February of that calendar year. Assessments or other charges not paid in full to the Association on or before the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Associations within 60 days of the due date shall incur late fees and interest provided below. In the event notice of delinquency or acceleration is given to delinquent Owner(s), the Owner(s) of the lot shall also be charged any cost incurred by the Association in giving notice of such default or acceleration.
 - 2) Receipt Date. The Association shall post payments on the day that the payment is received by the Association.

- 3) Late Charges on Delinquent Installments. The Association shall impose a \$100.00 late fee for each Owner who fails to timely pay his/her annual installment of the annual assessment within 60 days of the due date of February 1st of each calendar year. This late charge shall be a “common expense” for each delinquent Owner. The Association may impose interest from the due date at the rate of 1.5% per month, or at such a lesser rate as may be set from time to time by the Executive Board for each Owner who fails to timely pay their annual installment of the annual assessment within 60 days of the due date (April 1st of each calendar year).
- 4) Personal Obligation for Late Charges. The late charge shall be the personal obligation of the Owner(s) of the Residential 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 Declarations (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 Regulation of the Association of this Resolution, a reasonable fee not to exceed \$50.00 shall be assessed against an Owner in the event any check of 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 shall be a “common expense” of 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 lot for which payment was tendered to the Association. Returned check charge shall become effective on any instrument tendered to the Association for payment of sums due under the Declarations, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of the 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 on the annual installment of the annual assessment is not timely made within 30 days of the due date.
- 6) 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.

- 7) Application of Payments. All sums collected on a delinquent account that has been turned over to the Associations' attorney shall be remitted to the Associations' 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 to payment of any and all legal fee costs (including attorney fees), 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.
- 8) Collection Process.
 - a) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Association shall send a written notice ("First Notice") in the form of a statement of non-payment, amount past due, notice of intent to charge accrued interest including the \$100.00 late fee, and request for immediate payment to the homeowner either by USPS or by electronic email.
 - b) After an installment of an annual assessment or other charges due to the Association become more that 60 days delinquent, the treasurer may send a second written notice ("Second Notice") in the form of a statement of non-payment, amount past due, late fees, a notice of intent to charge accrued interest, and request for immediate payment to the homeowner. The Association may transmit the second notice via USPS or electronically, or other suitable method as determined in the treasurer's discretion. The cost of delivery shall be charged to the homeowner's account.
 - c) After the installment of an annual assessment or other charges due to the Association become more that 90 days delinquent, the Association may send a ("Third Notice") of non-payment in the form of a statement, amount past due, notice of accrued late fees, and a statement fee.
 - d) After the installment of an annual assessment or other charges due to the Association become more that 120 days delinquent, the Association may send a ("Fourth Notice") of non-payment in the form of a statement, amount past due, notice of accrued interest and late fees, and a statement fee.

- e) After the installment of the annual assessment or other charges due to the Association becomes more than 180 days delinquent the Association shall turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorney shall send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due or a lien may be filed. 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 with the cost of the action and any applicable interest and late fees.
 - f) Any collection letter sent shall include the following:
 - i) How the amount due was calculated;
 - ii) If the delinquent owner is eligible to enter into a payment plan;
 - iii) The name and contact information the delinquent owner may contact to receive a ledger verifying the debt; and
 - iv) A statement that, in the event the delinquent owner fails to cure the delinquency, the Association may turn the account over for collection to an attorney or a collection agency.
 - g) In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.
- 9) Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board reserves the right to decelerate any accelerated assessment.
- 10) Collection Procedures/Time Frames. The Following time frames shall be followed for used in the collection of annual assessments and other charges.

Payable	January 1 st each calendar year Due date February 1 st
First Notice – Statement – with notice that a late fee of \$100 will be charged on April 1 st .	30 days after due date March 1 st ,
Second Notice – Statement and \$100.00 late fee.	60 days after due date April 1 st .
Third Notice – Statement with accrued interest collection fees charged	90 days after due date May 1 st
Fourth Notice – Statement and notice of accrued interest and collection fees charged.	120 days after due date June 1 st .
Demand letter stating intent to lien.	180 days after due date July 1 st .

The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate. If appropriate, a delinquent owner may qualify for a one-time repayment plan to bring their account current. Such a plan shall be a minimum of six (6) months. In the event the delinquent owner fails to make a scheduled payment, the Association may immediately begin collection proceedings.

- 11) Certification of Status of Assessment. The Association shall furnish to an Owner or Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement, in the form of an accounting ledger, setting forth the amount of unpaid assessments currently levied against such Owner's property, and how such amounts were calculated. However, if the account has been turned over to the Association's attorney, all such requests must be handled through the attorney. The Association may elect to charge a reasonable fee for the preparation of such ledger.
- 12) 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 manager shall notify the Association's attorney of the same and turn the account over to the Association's attorney if appropriate.
- 13) Regular Mail. Collection or demand letters or notices may be sent to delinquent Owners by first class mail, postage prepaid.

- 14) 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 Association, is authorized to take whatever action is necessary and determined to be in the best interest of the Association, including but not limited to:
- a) Filing a suit against the delinquent Owner for a money judgment.
 - b) Instituting a judicial foreclosure action of the Association's lien.
 - c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Associations' 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. Upon referral of any matter to the Associations attorney, the Association shall pay the attorney's usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.
- 15) 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 assessment, reduce past due assessments and prevent the waste and deterioration of the property.
- 16) 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 association board must vote on an individual basis to proceed with foreclosure on any specific unit. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either money judgment lawsuit had been or is likely to be unsuccessful or other circumstances favor such action.
- 17) 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.

- 18) Communication with Owners. All communication with a delinquent Owner shall be handled through the Association's attorney. No 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.
- 19) 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.
- 20) Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- 21) Supplement to Law. The provision of this Resolution shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the Project.
- 22) Deviations. The Executive Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
- 23) Amendment. This Procedure may be amended from time to time by the Executive Board.

**RESOLUTION OF THE
BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS
Policy #4**

SUBJECT: Adoption of a policy and procedures for conduction Owner and Executive Board meetings of The Bridges at Black Canyon Owners Association, Inc. (the “Association”).

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 of The Bridges at Black Canyon (the “Declaration”), Articles of Incorporation and Bylaws of the Association, any amendments thereto (the “Governing Documents”) and Colorado law

EFFECTIVE DATE: **June 1st, 2015**

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

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

(a) **Notice.**

1. If any Owner has requested that the Association provide notice via email and has provided the Association with an email address, the Association shall send notice of all Owner meetings to such Owner at the email address provided as soon as possible after notice is provided pursuant to the Bylaws but in no case less than 24 hours prior to any such meeting.

(b) **Conduct.**

1. In order of business at all meetings of the Owners shall be in accordance with Section 4 of the Bylaws.

2. All Owners meetings shall be governed by the following rules of conduct and order.
 - A. The President of the Association or designee (the “Chair”) shall preside over all Owners meetings.
 - B. All Owners and persons who attend a meeting of the Owners shall sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting)
 - C. Anyone wishing to speak must first be recognized by the Chair.
 - D. Only one person may speak at a time.
 - E. Each person who speaks shall first state his or her name and Residential Unit address.
 - F. 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 them.
 - G. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
 - H. 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.
 - I. Each person shall be given up to a maximum of three minutes to make a statement or ask questions. The Executive 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 person addressing the meeting.
 - J. All actions and/or decisions will require a first and second motion.
 - K. Once a vote has been taken, there will be no further discussion regarding the topic.
 - L. So as to allow for and encourage full discussion by the Owners, no meeting may be audio, video or otherwise recorded. Minutes of actions taken shall be kept by the association.
 - M. 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.
 - N. The Chair may establish such additional rules of order as may be necessary from time to time.

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

- (1) Election of Executive Board members shall be conducted by a show of hands at the annual meeting. Each Owner entitled to vote pursuant to the Bylaws shall be allowed one vote. 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 be able to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.
- (2) All votes taken at a meeting of the Owners shall be taken in such method as determined by the Executive Board including acclamation, by hand, by voice, or by ballot, unless otherwise required by law.
- (3) Written ballots shall be counted by a neutral third party (which excludes the Associations' legal counsel) or by an Owner(s), who is not a candidate, selected randomly from a pool of two or more unit Owners. The Chair shall ensure that the Owner(s) selected is done so without being chosen by the Chair, Executive Board, or candidates.
- (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. 7-127-203.

- (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 (the “Chair”), shall preside of chair all Executive Board meetings.
 - B. All persons who attend a meeting of the Executive Board shall sign in, listing their name and unit address.
 - C. All Owners will be given an opportunity to speak as to any matter or ask any questions of the Executive 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 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 Unit 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 them.
 - H. Those addressing the Executive 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 issues 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 the vote by the Executive 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 Executive Board may be audio, video or otherwise recorded except by the Executive Board to aid in the preparation of minutes. Minutes of the actions taken shall be kept by the Association.
 - 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, but prior to a vote by the Executive Board, Owners present at such time shall be afforded an opportunity to speak on the motion as follows:
- (1) The Chair may ask those Owners present to indicate by a show of hands who wished 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 shall 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.
- 3) Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- 4) Supplement to Law. The provision of this Resolution shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the Project.
- 5) Deviations. The Executive Board may deviate from the procedures set forth in the Resolution if in its sole discretion is reasonable under the circumstances.
- 6) Amendments. This Policy may be amended at any time by the Executive Board.

**RESOLUTION OF
THE BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES
FOR COVENANT AND RULE ENFORCEMENT
Policy #5**

SUBJECT: Adoption of a policy regarding enforcement of the Declarations of The Bridges at Black Canyon (the “Declaration”), and Association Rules and Procedures for The Bridges at Black Canyon Owners Association, Inc. (the “Association”). Policy for the notice of alleged violations, conduct of hearings and imposition of fines of the Association.

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

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association any amendments thereto (the “Governing Documents”), and Colorado law.

EFFECTIVE DATE: **June 1st, 2015**

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, or a group of Owners or residents to the Associations Executive 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 Executive Board. 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 provision 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 require by this provision may not be investigated or prosecuted at the discretion of the Association.

(b) Complaints by a member of the Executive Board, a committee member, if any, may be made in writing or by any other means deemed appropriate by the Executive Board if such violation was observed by the Director.

- 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 an Executive Board designated individual or committee. The Executive Board shall have sole discretion in appointing an individual or committee to investigate the matter.
- 4) Initial Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator shall have 10 days from the date of the letter to come into compliance.
- 5) Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within 10 days of the first warning letter or violates the rule again, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter 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 shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested within 10 days of the date of the second violation letter.
- 6) Notice of Hearing. If a hearing is requested by the alleged Violator, the Executive Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Executive Board, may serve written notice of the hearing to all parties involved at least 10 days prior to the hearing date.
- 7) 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 is required to be in attendance at the hearing. The Executive Board 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 Executive Board, all hearing shall be open to attendance by all Owners. After the testimony and other evidence has been presented at a hearing, the Executive Board shall, within a reasonable time, not to exceed 15 days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the Executive Board members present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not constitute ground for appeal of the hearing committee's decision absent a showing of denial of due process.

- 8) 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 Executive Board 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.
- 9) Notification of Decision. The decision of the Executive Board, committee or other person, shall be in writing and provided to the Violator and Complainant within 15 days of the hearing, or if no hearing is requested, within 15 days of the final decision.
- 10) Fine Schedule. The following fine schedule has been adopted for recurring covenant violations.

1 st Violation	Courtesy letter
2 nd violation (of same covenant rule)	\$75.00
3 rd violation (of same covenant rule)	\$125.00
4 th violation and subsequent violations (Of same covenant violation)	\$175.00

Every violation (of the same covenant Rule) there will be a progressive penalty Of \$50.00 added.

Third and subsequent covenant violations may be turned over to the Associations' attorney to take appropriate legal action. Any Owner committing 3 or more violations in a 6 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.

- 11) Waiver of Fines. The Executive Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Executive 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.
- 12) Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.
- 13) Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- 14) Supplement to Law. The provision of this Resolution shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the Project.
- 15) Deviations. The Executive Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
- 16) Amendment. This Procedure may be amended from time to time by the Executive Board. This policy supersedes the current policy regarding Covenant Violations.

**RESOLUTION OF THE
BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
ADOPTING PROCEDURES FOR RESOLUTION OF DISPUTES
Policy #6**

SUBJECT: Adoption of a policy and procedures for alternative dispute resolution for The Bridges at Black Canyon Owners Association, Inc. for disputes between the Association and an Owner.

PURPOSE: Meet the guidelines set forth under C.R.S. 38-33.3-124.

AUTHORITY: The Declaration of The Bridges at Black Canyon (the “Declaration”), Articles of Incorporation and Bylaws of the Association, any amendments thereto (the “Governing Documents”) and Colorado law.

EFFECTIVE

DATE: June 1st, 2015

RESOLUTION: In Accordance with C.R.S 38-33.3-124 The Association hereby adopts the following procedures regarding resolutions of disputes between the Association and an Owner:

1. General Policy. In the event of any dispute between the Association and an Owner, except for those Exempted Claims defined, the Parties are encouraged to undertake alternative dispute resolution procedure under the Colorado Dispute Resolution Act, C.R.S. 13-22-301 et seq. The Association and the Owner shall agree to resolve the dispute using the procedure set forth herein prior to filing suit in any court or initiation proceedings before any administrative tribunal.
2. Exempt Claims. The following claims shall be exempt from the provision of the Policy.
 - a. Any action by the Association against an Owner to collect assessments for other sums due to the Association, including foreclosure proceedings; and
 - b. Any action by the Association to enforce any provisions of the Associations Declaration, Bylaws or Rules and Regulations.
3. Procedures: All claims, other than the exempt claims, shall be resolved using the following procedures in lieu of litigation:
 - a. Notice, the Party having a claim (“Claimant”) against the other Party (“Respondent”) shall notify each Respondent in writing of the Claim (“Notice”) stating:
 - I. Nature of the Claim, including the time, date, location and persons involved and Respondent’s role in the Claim.

- II. The basis of the Claim (i.e. the provisions of this Declaration, Bylaws, Articles, Rules and Regulations or other authority out of which the Claim arises).
 - III. The result Claimant is seeking in resolution of the Claim.
 - IV. That the Claimant wishes to resolve the Claim by mutual agreement with the Respondent and is willing to meet in person at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
- b. Negotiation. The Parties shall make every reasonable effort to meet in person to resolve the Claim by good faith negotiation.
- c. Mediation.
 - I. If the Parties do not resolve the Claim through negotiations within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of the Negotiations”) Claimant shall have 30 additional days to submit the Claim mediation by an independent mediation service agreed upon by both Parties.
 - II. If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim.
 - III. If the Parties do not settle the Claim within 45 days after submission of the matter to the mediation process or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse and the date that mediation was terminated.
- d. Arbitration
 - i. If the Parties do not resolve the Claim through negotiation or mediation, within 30 days of the Termination of Mediation, the Claimant shall have an additional 15 days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned and the Respondent shall be released and discharged from any and all liability to Claimant arising out of

the Claim, However, nothing herein shall release or discharge the Respondent from any liability to anyone not a party to the proceedings.

- ii. This Policy is an agreement of the Association and Owners to arbitrate all Claims, except Exempt Claims, and is specifically enforceable under the applicable arbitration law of the State of Colorado. If specifically agreed to by both parties to the arbitration, the arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

4. Costs. If the Claim is resolved through negotiation or mediation as provided above, each Party shall bear all of its own costs incurred in resolving the Claim, including its attorney fees and mediation expenses, unless the Parties otherwise agree. If the Claim is not resolved through negotiation or mediation as provided above and the Claim goes to arbitration, the prevailing Party shall be entitled to receive as part of its award from the opposing Party all of its costs including attorneys' fees, cost for other representatives in resolving such Claim and any expenses incurred as a result of the dispute resolution procedures of this Policy.

5. Failure to Comply with Settlement. If the Parties resolve any Claim through negotiation, mediation or arbitration as set forth above and the other Party fails to abide by the terms of such agreement or award, then the other Party may file suit or initiate administrative proceedings to enforce such agreement or award without the need to comply with the provisions of this Policy. In such event, the taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party all cost incurred in enforcing such agreement or award, including without limitation, attorney fees and costs.

6. 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 provision of this Resolution shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the Project.

8. Deviations. The Executive Board may deviate from the procedures set forth in the Resolution if in its sole discretion is reasonable under the circumstances.

9. Amendments. This Policy may be amended at any time by the Executive Board.

**RESOLUTION OF THE
BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
POLICY AND PROCEDURE
INSPECTION AND COPYING OF ASSOCIATION RECORDS
Policy #7**

SUBJECT: Adoption of a policy and procedures for inspection and copying of records for The Bridges at Black Canyon Owners Association, Inc. (the “Association”).

PURPOSE: To adopt a policy for inspection and copying of Association records.

AUTHORITY: The Declaration of the Bridges at Black Canyon (the “Declaration”), Articles of Incorporation and Bylaws of the Association, any amendments thereto (the “Governing Documents”) and Colorado law.

EFFECTIVE DATE: June 1st , 2015

RESOLUTION: The Association hereby adopts the following procedures regarding inspection and copying of Association records.

1. Current Records. In addition to the requirements set forth under C.R.S. 38-33.3-317 the following records, being the sole records of the Association for purposes of document retention and production to Owners, shall be kept at the Association’s office or the office of the Manager:
 - a. An account for each Lot, which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each comes due, any other fees payable by the Owner as Assessments, the amounts paid on the account and the balance due;
 - b. An account for each Owner showing any other fees payable by the Owner;
 - c. A list of the names and addresses of all Members showing the number of votes each Lot is entitled to cast;
 - d. A list of the names, electronic mail addresses and physical mailing addresses of the current Directors and Officers;
 - e. Financial statements of the Association prepared for periods ending during the previous three years;
 - f. The current operating budget;
 - g. Current written contracts to which the Association is a party;
 - h. Detailed records of receipts and expenditures affecting the operation and administration of the Association, including

settlement of claims for construction defect unless those settlements are, by their terms, required to be kept confidential;

- i. Record of Executive Board or committee actions to approve or deny design or architectural approval requests, excluding proprietary designs, architectural drawings or plans without consent of the legal owner of the designs, drawings or plans;
 - j. The most recent reserve study , if any;
 - k. A record of any unsatisfied judgments against the Association and the existence of and pending suits in which the Association is a defendant;
 - l. A record of insurance coverage provided for the benefit of Owners and the Association including company names, policy limits, policy deductibles, additional insured's, and expiration dates of the policies listed;
 - m. Tax returns for state and federal income taxation for the past seven years, to the extent available;
 - n. Minutes of all meetings of the Owners and Directors, a record of all actions taken by Owners or Directors without a meeting, and a record of all actions taken by a committee of the Executive Board;
 - o. Written communication among and the votes cast by Executive Board members pursuant to the Association's Bylaws or applicable statutes that are directly related to an action taken by the Executive Board without a meeting;
 - p. Ballots, Proxies, and other records related to voting by Owners for one year after election, action or vote to which they relate;
 - q. Copies of at least three most recent years' correspondence between the Association and Owners generally as Owners;
 - r. Copies of most recent annual corporate report and financial audit, if any, and
 - s. Copies of the most current versions of the Governing Documents, along with their exhibits and schedules. Governance policies, and Executive Board resolutions, if any.
2. Inspection of Association Books and Records by Members.
- a. A Member or his/her authorized agent is entitled to inspect and copy, at the Member's expense and during regular business hours at a reasonable location specified by the Association, any of the records of the Association (except as specifically limited or excluded by section 4 below).

- b. The Member must submit a written request, describing with reasonable particularity the records sought at least ten days prior to inspection or production of the documents.
 - c. The Association may limit examination and copying times to normal business hours or the next regularly scheduled Executive Board meeting if the meeting occurs within 30 days of the request.
3. Membership List. Without the consent of the Executive Board, a membership list or any part thereof may not be obtained or used by any person for:
- a. To solicit money or property unless such money or property will be used solely for the purpose of generating materials or holding meeting to solicit the votes of the Members in an election to be held by the Association;
 - b. Any commercial purpose; or
 - c. To be sold or purchased by any person.
4. Exclusions. The following records and documents shall be kept confidential by the Association:
- a. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiations;
 - b. Communications with legal counsel and all attorney created documents, including, but without limitation, memos, opinion letters, and draft documents prepared at the behest of the Executive Board;
 - c. Any documents that are confidential, statutory or judicially imposed requirements;
 - d. Disclosure of information is violation of law;
 - e. Records of an Executive Session of the Executive Board, including records that may give rise to an Executive Session of the Executive Board;
 - f. Records of individual Lots other than those of the requesting Owner;
 - g. Personnel, salary, or medical records relating to a specific individual ; or
 - h. Personal identification and account information of Members, including bank account information, telephone numbers, electronic email addresses, driver's license numbers and social security numbers.

5. Copy and other Document Fees. The Association may impose a reasonable charge, covering the costs of labor and materials for copies of any documents the Association provides a Member. The charge may not exceed the actual cost of production and reproduction of the records.

If a Member requests copies of Association documents which are not in the possession of the Association, the Member is responsible for whatever fees and costs are imposed by the entity (CPA, attorney, etc.) holding such records for copy and related costs, including but not limited to labor, material and postage.

The Association is not obligated to compile or synthesize information.

**RESOLUTION OF THE
BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
POLICY AND PROCEDURE
REGARDING INVESTMENT OF RESERVE
Policy #8**

SUBJECT: Adoption of an Investment Policy for reserves of The Bridges at Black Canyon Owners Association, Inc. (the “Association”).

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

AUTHORITY: The Declaration of The Bridges at Black Canyon (the “Declaration”), Articles of Incorporation and Bylaws of the Association, any amendments thereto (the “Governing Documents”) and Colorado law.

EFFECTIVE DATE: June 1st, 2015

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 Executive Board 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 Executive Board 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 Executive Board 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 Executive Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or by the United States Government.
 5. 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 Executive Board of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.
 7. Review and Control. The Executive Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.
 8. Reserve Study. In order to determine funding of the Reserve Fund, the Executive Board may determine, with the assistance and advice of professionals, the life expectancy of those portions of the Community to be maintained by the Association and the anticipated costs of maintaining, replacing and improving those identified areas (hereinafter referred to as a “Reserve Study”).
 9. Review of Reserve Study. The Executive Board shall cause the Reserve Study, if any, and reserve funding to be reviewed and updated periodically, at least once every three years, to adjust and make changes in costs, inflation and interest yield on invested funds, plus modification, addition or deletion of components.
 10. Definitions. Unless otherwise defined in this Resolution, initially capitalized or Terms defined in the Declaration shall have the same meaning herein.
 11. 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.
 12. Deviations. The Executive Board may deviate from the procedures set forth in this Resolution if its sole discretion such deviation is reasonable under the circumstances.
 13. Amendment. This policy may be amended from time to time by the Executive Board.

**RESOLUTION OF THE
BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.
ADOPTING POLICY REGARDING RESERVE STUDY
Policy #9**

SUBJECT: Reserve Study policy.

PURPOSE: This policy identifies whether The Bridges at Black Canyon Owners Association Inc. (the “Association”) has prepared a reserve study for the portions of the community it has a responsibility to maintain, repair, replace or improve, including information about whether there is a funding plan for work recommended by the reserve study, sources of funding, and the basis of these analyses..

AUTHORITY: The Declaration of The Bridges at Black Canyon (the “Declaration”), Articles of Incorporation and Bylaws of the Association, any amendments thereto (the “Governing Documents”) and Colorado law.

EFFECTIVE DATE: June 1st, 2015

RESOLUTION: The Association hereby adopts the following procedures to be followed in adopting a Reserve Study policy:

- 1) Executive Board Responsibility: It shall be the responsibility of the Executive Board to determine the repair and replacement risk of the assets owned and maintained by the Association. It shall be the Executive Board’s responsibility to create and maintain adequate reserves to provide for the orderly repair, restoration and replacement of these assets so as to minimize the risk to the homeowners of special assessments, deferred maintenance, or unfunded losses.
- 2) Reserve Study: In order to determine funding of the Reserve Fund, the Executive Board shall determine the life expectance of those portions of the community to be maintained, repaired, replaced, and improved by the Association and the anticipated costs of maintaining, replacing and improving those identified areas (Reserve Study). The study may be conducted internally.
- 3) Basis of Study: The Reserve Study will include both a physical and financial analysis as follows:
 - a) Physical Analysis. The physical analysis will include:
 - i) A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component; and
 - ii) Estimates of the remaining useful life and replacement cost of each component.

- b) Financial Analysis: The financial analysis will include:
 - i) An analysis of the funds currently held in the Association's reserve funding relation to the expected needs of the Association per the reserve study: and
 - ii) A future funding plan to meet the requirements of the reserve study.

- 4) Frequency. Each year following the establishment of the initial baseline study as provide above, the Association shall cause the reserve study to be evaluated to determine any increases in replacement costs and decreases in the useful life of the components of the Reserve Study to address any changes that need to be made.

- 5) Funding: The Reserve Fund will be funded through regular assessments and, when necessary, special assessments levied by the Association. The reserve fund shall be funded at a level such that the reserve fund shall at all times maintain a positive balance and shall target a surplus contingency amount which shall be set by the Executive Board from time to time.

- 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 provision of this Resolution shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the Community.

- 8) Deviations. The Executive 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 Executive Board.