

POLICY
GOVERNING THE COLLECTION OF UNPAID ASSESSMENTS
FOR THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION
(Originally Adopted 11/23/13 and Effective 1/1/14. Revisions effective 7/1/15)

WHEREAS,

- A. The Pointe at Lake Dillon Homeowners Association (the "Association") is the unit owner's association for The Pointe at Lake Dillon;
- B. The Association is required to adopt a written policy governing the collection of unpaid assessments pursuant to C.R.S. § 38-33.3-209.5(5) as amended effective January 1, 2014;

NOW THEREFORE, the Association adopts the following Policy Governing the Collection of Unpaid Assessments (the "Collection Policy"):

- 1. Use of Terms.
 - 1.1. Capitalized terms not otherwise defined in this Collection Policy have the same meaning as in the Declaration.
 - 1.2. The term "Assessment" refers to all fees, charges, late charges, attorney fees, fines, and interest imposed by the Association. Except as noted in this Collection Policy, all Assessments are treated the same.
 - 1.3. The term "Regular Assessment" refers to the periodic payments due from each Owner to the Association and is commonly known as "dues."
 - 1.4. The term "Special Assessment" refers to irregular payments due from each Owner to the Association from time to time.
- 2. Mandatory Nature of and Effect of Policy. The Association is required to follow this Collection Policy governing the collection of unpaid Assessments. Notwithstanding the foregoing, the Association's failure to comply with this Collection Policy shall in no event limit an Owner's liability for unpaid Assessments, which are at all times each Owner's responsibility. This Collection Policy shall supersede any provision of the declaration, bylaws, articles, or rules and regulations to the contrary. It replaces all previous collection policies that may have been adopted by the Association. The imposition of fines is governed by a separate fine policy; however, once fines are imposed, they are subject to enforcement under this Collection Policy.
- 3. Due Date and When Past Due and Delinquent.
 - 3.1. Each Regular Assessment must be paid to the Association on or before the first day of each month and is considered past due and delinquent after the 15th. **Payments will be applied on the account to the oldest portion of the debt first and will never create an accord and satisfaction. If an owner is (or becomes at any time in the future) 60 days delinquent, the only accepted method of payment of Regular Assessments will be ACH/Recurring Automatic Debit. Should a**

delinquent owner fail to comply, he/she will be subject to the terms of the collection policy and the terms of enforcement as set forth in the Responsible Governance Policy for Enforcement.

- 3.2. Each Special Assessment must be paid to the Association at a date to be fixed by the Executive Board at the time of imposing the Special Assessment.
- 3.3. All other Assessments must be paid immediately from the time they are imposed.
- 3.4. If an owner fails to pay any Regular Assessment when due, the Association may accelerate and call due the entire balance of Regular Assessments for the remainder of the fiscal year and require the Owner to pay them immediately. The Association may later elect to decelerate the account if desired.
4. Late Fees. The Association is entitled to impose a late fee of \$50 for each payment that is past due and delinquent.
5. Interest. The Association is entitled to impose interest of 24% per annum on unpaid Assessments compounding monthly on the first day of each month.
6. Returned-Check Charges. Any Owner whose check, draft, or order for the payment of money upon any bank, depository, person, firm, or corporation is not paid upon its presentment is liable to the Association as provided in C.R.S. § 13-21-109 (the bad check statute). For purposes of the bad check statute, the bad check charge will be \$20.00. Nothing herein shall prevent the Association from referring the matter to the appropriate authority for criminal prosecution.
7. Collection Process.
 - 7.1. Billing and Notice Policy. The Association will endeavor to send each Owner periodic statements. Sending statements is a courtesy only and does not affect an Owner's liability for unpaid Assessments, which are at all times the Owner's responsibility. No excuses. Statements shall be sent to the Owner's last known address and Owners are responsible for making sure the Association has current billing information. **The risk of non-delivery of notices is at all times on the Owner.** Owners may request that notices be sent to a designated electronic mail address. Otherwise, notices shall be sent by regular mail and/or certified mail.
 - 7.2. Payments. **Payments may only be made by depositing funds to the Association's bank account. Payment may not be delivered directly to the Association's manager at its offices or by mail. Payment options may be obtained from the Association's manager.**
 - 7.3. Notice of Delinquency. Before the Association turns over a delinquent account to a collection agency or refers it to an attorney for legal action, the Association, or its managing agent, will send the Owner at least one "Notice of Delinquency" in substantially the form attached as **Exhibit A**. The Association may send an Owner any number of Notices of Delinquency before proceeding with more

formal collection action without prejudice to its collection rights. Payments will be applied as provided in the Notice of Delinquency and the Association's acceptance of less than the full amount owed shall never constitute accord and satisfaction or effect the Association's rights with respect to collection of the balance except as expressly acknowledged by the Association in writing.

7.4. Referral to Collection Agency or Attorney. If an Owner has not paid the full amount owed on a delinquent account within thirty (30) calendar days after the mailing of a Notice of Delinquency, the Association may turn over the account to a collection agency or refer it to an attorney for legal action. A delinquent Owner is liable for all collection costs, including attorney's fees, with or without suit. It shall be reasonable for the attorney to charge up to \$275 per hour for collection and/or customary flat rates. The minimum charge for attorney fees for any referral to the Association's attorney is \$300. The collection agency or attorney may pursue collection of the account using any means permitted by law, including through appointment of a receiver. Once the Association turns the account over to a collection agency or refers it to an attorney for legal action, all subsequent communications regarding the account must be handled through the collection agency or attorney until the matter is resolved.

8. Payment Plan and Forbearance.

8.1. The Association will make a good faith effort to coordinate with a delinquent Owner to set up a payment plan ("Payment Plan"), except that this section does not apply if the Owner does not occupy the unit and has acquired the property as a result of (a) a default of a security interest encumbering the unit; or (b) foreclosure of the Association's lien, or the Owner has previously entered into a Payment Plan. For purposes of this provision, an Owner does not occupy the unit, and is not entitled to a Payment Plan, if the Owner is a legal entity such as a limited liability company, corporation, partnership, or trust.

8.2. The Payment Plan will be in a form agreed by the Association and the Owner. In general terms, the Payment Plan will permit the Owner to pay the deficiency in equal installments over a period of at least six months. The Owner will be required to agree to the amount owed and to stipulate to judgment and foreclosure of the Association's lien in the event that the Owner does not pay as required by the Payment Plan. The Payment Plan will include other terms as required by the Association. In the event that the Association and the Owner are unable to agree to the final terms of a Payment Plan after a reasonable opportunity for negotiation, the Association may proceed with collection of the account through any means permitted by law. The Association is entitled to charge the Owner for its attorney fees relating to preparation and negotiation of a Payment Plan.

- 8.3. The Association may, in its discretion, forebear enforcement of this Collection Policy, including entering into forbearance agreements with delinquent Owners, if it determines this to be in the best interest of the Association.
- 8.4. No agreement is enforceable unless reduced to a writing signed by the Association and the Owner.
9. Suspension of Voting Rights. An Owner's voting rights shall be automatically suspended during any period that the Owner is delinquent in payment of Assessments.
10. Effect of Bankruptcy. If any Owner files bankruptcy, the Owner will not be personally responsible for Assessments accruing before the Owner filed bankruptcy, but will be responsible for all Assessments accruing after the Owner filed bankruptcy. A bankruptcy filing shall not affect the Association's right to claim a lien for any unpaid Assessments. The Association may immediately turn the matter over to its attorney upon receipt of notice that an Owner filed bankruptcy.
11. Charge for Accounting. Any request for an accounting pursuant to C.R.S. § 38-33.3-316(8) shall be accompanied by payment of \$50.00 for the cost of responding to the request; the time for the Association to respond to such request shall run from when the payment is made.
12. Lien for Assessments. The Association has a lien on each unit for the full amount of unpaid Assessments. The Association is not required to record a special notice of its lien in the public records, but it may choose to do so and the delinquent Owner will then be responsible for a \$50 lien filing fee. The lien can be foreclosed to satisfy the debt in like manner as a mortgage on real estate subject to the following restrictions:
 - 12.1. The balance of the Assessments must equal or exceed six months of Regular Assessments based on a periodic budget adopted by the Association before commencement of any foreclosure; and
 - 12.2. The Executive Board must formally resolve, by a recorded vote, to authorize the filing of a foreclosure action on an individual basis. The Executive Board may not delegate its duty to act under this provision. For purposes of this provision, a "recorded vote" is one in which the individual votes of the members of the Executive Board voting for the resolution, or the fact that the vote was unanimous, are reflected in the records of the Association and/or the resolution. The resolution will be filed in the foreclosure action. The members of the Executive Board may vote concerning such resolution by electronic mail and are not required to personally sign the resolution provided that it is signed by at least one officer for the Association. Signatures may be transmitted electronically.

13. Assignment of Collection Rights. The Association may assign its collection rights to any person and that person will then have all rights and responsibilities of the Association with respect to the assigned rights. When the Association assigns its collection rights, the assignee shall receive the right to collect the Assessments as of a specified date together with all collection expenses, including attorney fees, relating to those Assessments. Assessments accruing after the date of any such assignment will be paid to the Association in the normal course and the Association will retain all collection rights with respect to them such that an Owner may be delinquent with regard to paying Assessments to the assignee and current with regard to paying Assessments to the Association. Once the Association assigns its collection rights, the Owner must deal directly with the assignee with respect to the Assessments assigned. The Association may enter into "standby" agreements whereby it agrees not to take enforcement action with respect to new Assessments until an assignee completes enforcement with respect to assigned Assessments. Enforcement of new Assessments and assigned Assessments may take place concurrently and the Association and the assignee may assert concurrent enforcement rights in a single enforcement action coordinated by them subject to an agreement concerning the final disposition of proceeds. These arrangements will not affect an Owner's obligations with respect to unpaid Assessments and are therefore not subject to challenge by Owners.
14. Effect of Prior Decisions and Business Judgment Rule. The Association is not bound to decisions with respect to one set of facts and circumstances when it comes to its decisions with regard to another set of facts and circumstances concerning the enforcement of this Collection Policy. The Association's actions are governed by the business judgment rule, which holds that good faith acts of the directors of the Association that are within the powers of the Association and exercise of honest business judgment are valid.

The
Klug Law Firm, LLC

EXHIBIT A

[Date]

[Name of Owner]
[Address]

Re: Notice of Delinquency

Dear Owner:

As an Owner of a unit in *** (name of association), you are obligated to pay common expense assessments to the Association. Our records show that your account is delinquent. Pursuant to the Association's Collection Policy and applicable law, you are hereby given Notice of Delinquency as follows:

Total amount due: ***

Whether the opportunity to enter into a payment plan exists:

Yes, there is an opportunity for you to enter into a payment plan pursuant to the Collection Policy and applicable law. If you wish to discuss your options, please contact the Association's attorney, Noah Klug, by sending an email to Noah@TheKlugLawFirm.com referencing your name, unit number, mailing address, and phone number, and the fact that you would like information about a payment plan. Mr. Klug will then review the account and contact you with information about your payment plan options.

No, there is not an opportunity for you to enter into a payment plan because:

To our knowledge, you do not occupy the unit and you acquired the property as the result of a default of a security interest encumbering the unit or foreclosure of the Association's lien; or

You previously entered into a payment plan with the Association.

The name and contact information for the individual you may contact to request a copy of your ledger in order to verify the amount of the debt:

*** (name and contact information)

ACTION IS REQUIRED TO CURE THE DELINQUENCY AND FAILURE TO DO SO WITHIN THIRTY (30) CALENDAR DAYS MAY RESULT IN YOUR DELINQUENT ACCOUNT BEING TURNED OVER TO A COLLECTION AGENCY, A LAWSUIT BEING FILED AGAINST YOU, THE FILING AND FORECLOSURE OF A LIEN AGAINST YOUR PROPERTY, OR OTHER

REMEDIES AVAILABLE UNDER COLORADO LAW.

The method by which payments may be applied on your delinquent account:

Payments received on your account will be applied first to the oldest Assessments imposed on the account.

The legal remedies available to the Association or its assignee to collect on your delinquent account pursuant to the governing documents and Colorado law:

The legal remedies may include obtaining a money judgment against you personally and then enforcing the judgment as provide by law; foreclosing the Association's lien encumbering your unit; obtaining a receiver for your unit; suspending your voting rights in the Association; accelerating and calling due your account; turning over your account to a collection agency; referring your account to an attorney for legal action; imposing late charges, interest, collection costs and attorney fees on your account; reporting information about your account to a credit agency; and all other remedies provided by law.

Fair Debt Collection Practices Acts Notice

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.AGO.STATE.CO.US/CADC/CADCMAIN.CFM.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

The amount of the debt is \$* as of ***.**

The name of the creditor to whom the debt is owed is *.**

Unless you dispute the validity of the debt, or any portion thereof, within thirty calendar days after receipt of this notice, the debt will be assumed to be valid.

If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy of such verification will be mailed to you.

Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor if different from the current creditor.

The provision of this notice is not to be construed as evidencing any legal status.

original

**RESOLUTION
OF THE
THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC.
REGARDING INVESTMENT OF RESERVE POLICY**

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: November 10, 2006

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, listed in order of importance:
 - (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 the highest level of return.
 - (f) Good Faith. The officers and member 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

circumstance, and in a manner the Director or office reasonably believes to be in the best interest of the Association in accordance with the Colorado Nonprofit Corporation Act (Section 7-128-401).

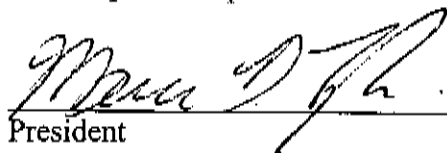
4. Limitation on Investments. The Reserve Fund shall be established as one or more trust savings or trust checking accounts at any financial institution in which deposits are insured by an agency of the federal government.
5. Investment Strategy. The investment strategy of the Association should emphasize 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. Reserve Study. In order to determine funding of the Reserve Fund, the Board of Directors 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 Board of Directors 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 Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
13. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the The Pointe at Lake Dillon Homeowners Association, Inc. , a Colorado nonprofit corporation, 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 Nov 10 2006 and in witness thereof, the undersigned has subscribed his/her name.

**THE POINTE AT LAKE DILLON
HOMEOWNERS ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By:



President

**RESOLUTION
OF THE
THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR 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 and identification of records to be permanently retained by the Association. 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:** November 10, 2006
- RESOLUTION:** The Association hereby adopts the following Policy and Procedures:
1. The Association shall permanently retain the following records as required by Colorado law:
 - Minutes of all Board and Owner meetings;
 - All actions taken by the Board or unit Owners by written ballot in lieu of a meeting;
 - All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association; and
 - All waivers of the notice requirements for unit owner meetings, Board member meetings, or committee meetings.
 2. 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, subject to the exclusions, conditions and requirements set forth below:
 - (a) The inspection and/or copying of the records of the Association shall be at the Owner's expense, and may be collected by the Association in advance;

- (b) The inspection and/or copying of the records of the Association shall be conducted during regular business hours of 9 a.m. to 4 p.m. at the offices of Mountain Managers, 1121 Dillon Dam Road, Frisco, CO 80443. The Association shall make the requested records available within five business days of the Owner's request or during the next regularly scheduled Owner or Board meeting occurring within 30 days of the owner's request, at the discretion of the Board. The Board shall advise the Owner of the time and place of such inspection in writing within five business days of the Owner's request;
- (c) The Owner shall give the Association's managing agent a written demand, stating the purpose for which the inspection and/or copying is sought, at least five business days before the date on which the Owner wishes to inspect and/or copy such records; and
- (d) The Owner shall complete and sign the Agreement Regarding Inspection of Association Records prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.

3. Proper Purpose/Limitation. Association records, including membership lists, shall not be used by any Owner for:

- (a) Any purpose unrelated to an Owner's interest as an Owner;
- (b) The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
- (c) Any commercial purpose;
- (d) For the purpose of giving, selling, or distributing such Association records to any person; or
- (e) Any improper purpose as determined in the sole discretion of the Board.

4. Exclusions. The following records shall NOT be available for inspection and/or copying as they are deemed confidential:

- (a) Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting;
- (b) Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and

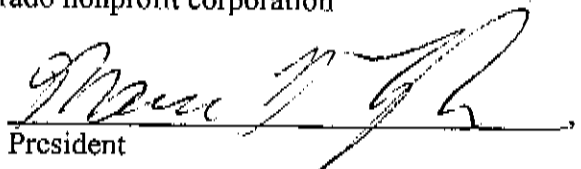
- (c) Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, and driver's license numbers.
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, including the cost to search, retrieve, and copy the record(s) requested, which have been determined to be \$50.00 per hour and \$.10 per copied page. The Association may require a \$25.00 deposit for copy requests estimated to be 200 copies or less and a \$50.00 deposit for copy requests estimated to be greater than 200 and less than 500 copies. 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. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.
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 records in a particular format or order.
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 Project.

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 the The Pointe At Lake Dillon Homeowners Association, Inc. , a Colorado nonprofit corporation, 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 Nov 12, 2007 and in witness thereof, the undersigned has subscribed his/her name.

**THE POINTE AT LAKE DILLON
HOMEOWNERS ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By: 
President

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS
OF THE THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC.**

I have requested to inspect and/or obtain copies of the following records of the THE POINTE AT LAKE DILLON HOMEOWNERS Association, Inc. (be as specific as possible): _____

The records shall be used for the following purpose(s) only: _____

I understand that under the terms of the Colorado Revised Nonprofit Corporation Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that without limiting the generality of the foregoing, Association records may not be:

(A) used 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) used for any commercial purpose;

(C) sold to, otherwise distributed to, or purchased by any person;

(D) any other purpose prohibited by law; or

(E) any purpose not related to the reason specified in this Agreement.

In the event any document requested is used for an improper purpose or purpose other than that stated above, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law.

Understood and agreed to by:

Homeowner

Date: _____

Homeowner

Date: _____

Address

**RESOLUTION
OF THE
THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES FOR 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:** November 10, 2006
- 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.

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 will have 15 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 15 days of the first 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 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 in writing within 15 days of the date on the second violation letter.

6. Continued Violation After Second Letter. If the alleged Violator does not come into compliance within the time frame specified in the second letter, this will be considered a third violation for which a fine may be imposed following notice and opportunity for a hearing. A third 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 in writing within 15 days of the date on the third violation letter.

7. Continued Violation After Third Letter. If the alleged Violator does not come into compliance within the time frame specified in the third letter, this will be considered a fourth violation for which a fine may be imposed following notice and opportunity for a hearing. A fourth 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 in writing within 15 days of the date on the fourth violation letter.

8. Continued Violation After Third Letter. If the alleged Violator does not come into compliance within the time frame specified in the fourth letter, this will be considered a fifth violation for which a fine may be imposed following notice and opportunity for a hearing. A fifth 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 in writing within 15 days of the date on the fifth violation letter.

9. 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 30 days prior to the hearing date.

10. 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 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 Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, not to exceed 30 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 Board members present at the hearing. 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.

11. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 15 days of any letter, or fails to appear at any hearing, the 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.

12. Notification of Decision. The decision of the Board, committee or other person, 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.

13. Reconsideration. The Board may order a reconsideration at any time within 15 days following notification of its decision, on its own motion or on petition by any party.

14. Fine Schedule. The following fine schedule has been adopted for all recurring covenant violations:

First violation	Fine Threat letter
Second violation (of same covenant or rule)	\$50.00
Third violation (of same covenant or rule)	\$100.00
Fourth violation (of same covenant or rule)	\$200.00
Fifth and subsequent violations (of same covenant or rule)	\$400.00

Fifth and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing five or more violations in a three 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.

15. 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.

16. 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.

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

18. 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.

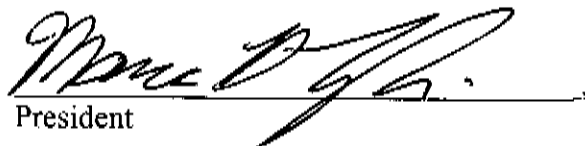
19. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

20. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the The Pointe At Lake Dillon Homeowners Association, Inc. , a Colorado nonprofit corporation, 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 November 10, 2006 and in witness thereof, the undersigned has subscribed his/her name.

**THE POINTE AT LAKE DILLON
HOMEOWNERS ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By: 
President

**RESOLUTION
OF THE
THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
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: November 10, 2006

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

1. 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.

2. Definitions.

(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 beneficial

interest, or an entity in which a party related to 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 Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director may participate in the discussion but shall not 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.

4. 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.

(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 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) 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.

(l) 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.

(m) 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. Failure to Disclose Conflict. 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 transaction are disclosed or 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.

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.

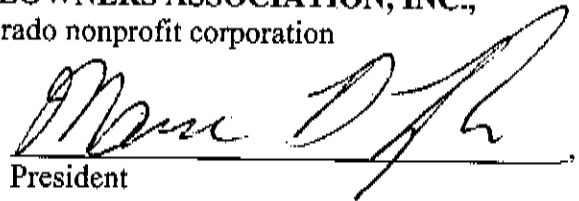
8. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
9. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the The Pointe At Lake Dillon Homeowners Association, Inc. , a Colorado nonprofit corporation, 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 Nov 10, 2006 and in witness thereof, the undersigned has subscribed his/her name.

**THE POINTE AT LAKE DILLON
HOMEOWNERS ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By:



President

**RESOLUTION
OF THE
THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC.
ADOPTING PROCEDURES FOR THE 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:** November 10, 2006

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 physically posted in a conspicuous place within community at least seven days prior to each such meeting, or as may otherwise be required by Colorado law.

(2) 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) 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 Unit address.
 - (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 five 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) Board Elections:
 - (A) 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.

(B) Uncontested elections of Board members, defined as election 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 request of 20% of the Owner's who are present at the meeting or represented by proxy.

(2) 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, unless otherwise required by law.

(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 of the Board 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. 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, 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 so 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 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 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 five 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. Minutes of 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, 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.

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 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.

5. **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.

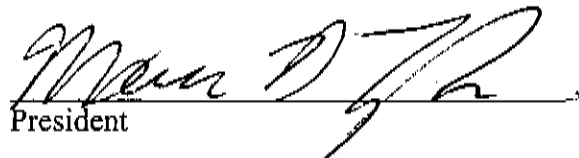
6. **Amendment.** This Policy may be amended at any time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the The Pointe At Lake Dillon Homeowners Association, Inc., a Colorado nonprofit corporation, 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 Nov. 10, 2016 and in witness thereof, the undersigned has subscribed his/her name.

**THE POINTE AT LAKE DILLON
HOMEOWNERS ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By:



President

**RESOLUTION
OF THE
THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC.
REGARDING PROCEDURES FOR 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 facilitate the efficient operation of the Association and 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: November 10, 2006

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 insure 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.

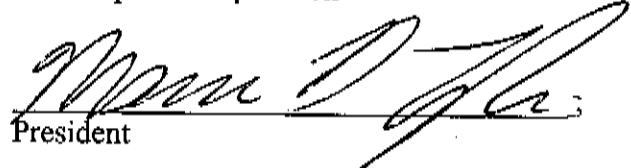
3. Notice and Comment. A copy of the proposed Policy shall be provided to all Owners, and listed in the Association's monthly newsletter and on the agenda for the Board meeting prior to adoption by the Board. Owners shall be allowed 15 days to provide comments and/or feedback on the proposed Policy.
4. Emergency. The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical given the emergency nature of such Policy.
5. Adoption Procedure. After the period for Owner comment expires, the Board may adopt any Policy. 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 by the sole discretion of the Board, including but not limited to posting on the Association's website.
6. 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.
7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
8. 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.
9. 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.
10. Amendment. This Procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the The Pointe at Lake Dillon Homeowners Association, Inc. , a Colorado nonprofit corporation, 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 Nov 12, 2026 and in witness thereof, the undersigned has subscribed his/her name.

**THE POINTE AT LAKE DILLON
HOMEOWNERS ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By:


President

**RESOLUTION
OF THE
THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION
REGARDING 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: November 10, 2006

RESOLUTION: The Association hereby adopts the following Policy:

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 The Pointe at Lake Dillon Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on November 10, 2006 and in witness thereof, the undersigned has subscribed his/her name.

Association a Colorado non-profit corporation,

By: ,

President