

CERTIFICATION

I, the undersigned, do hereby certify:

That I am a duly elected and acting President of Park Plaza Condominium Association, a Colorado nonprofit corporation; and

That by action of the Board of Directors of the Association at its meeting held on March 14, 2013, at which all Board members were present, each of the following Resolutions, set out in full hereinbelow, was duly adopted:

- **ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES**
- **COLLECTION POLICY FOR ASSESSMENTS AND OTHER CHARGES**
- **CONDUCT OF MEETINGS**
- **DIRECTOR CONFLICTS OF INTEREST**
- **DISPUTE RESOLUTION**
- **ENFORCEMENT OF COVENANTS AND RULES**
- **INSPECTION AND COPYING OF ASSOCIATION RECORDS**
- **INVESTMENT OF RESERVE FUNDS AND RESERVE STUDY PROVISIONS**

Dated: March 28, 2013



Bernie Scharf, President of Park Plaza Condominium Association

PARK PLAZA CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS
RESOLUTION
ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES

March 14, 2013

The Board of Directors of the Park Plaza Condominium Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Adoption and Amendment of Policies, Procedures and Rules is hereby adopted and ratified:

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 or posted on the Association's website and Owners shall be allowed a minimum of thirty (30) days to provide comment and/or feedback on the proposed Policy. The adoption of every Policy shall also be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy shall be afforded such opportunity in compliance with Colorado law.
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. 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 Park Plaza.

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.

PARK PLAZA CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS
RESOLUTION
COLLECTION POLICY FOR ASSESSMENTS AND OTHER CHARGES

March 14, 2013

The Board of Directors of the Park Plaza Condominium Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Collection Policy for Assessments and Other Charges (the "Resolution") is hereby adopted and ratified:

1. Assessment Due Dates. All periodic and special assessments, real estate transfer fees, fees, and deposits charged pursuant to the authority of the Association, and other charges properly levied by the Association against a Unit or Interval (collectively, "Assessment" or "Assessments"), as determined by the Association and as allowed for under the Declaration, Bylaws, Articles of Incorporation, or other governing document, shall be delinquent if not paid in full within thirty (30) days after the date upon which payment is due (the "Delinquent Date"). Assessments not paid in full on or before the Delinquent Date shall be considered "past due" and shall accrue interest and re-billing charges, as provided below.

2. Receipt Date. The Association shall post payments effective the day that the payment is actually received by the Association.

3. Interest and Re-Billing Charges. If payment of an Assessment is not made by the Delinquent Date, a re-billing charge in the amount of \$25.00 per month shall be imposed each month that the Association re-bills for such Assessment and interest shall accrue from the date upon which the payment was first due at the rate of 18% per annum on the amount past due until paid to the Association.

4. Attorneys' Fees on Delinquent Accounts. As an additional expense permitted under Colorado law, the Association shall be entitled to recover attorneys' fees and collection costs incurred in the collection of Assessments or other charges due the Association from a delinquent Owner. Attorneys' fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

5. Application of Payments. All payments received on account of any Owner, shall be first applied to payment of legal fees and costs (including attorney fees), expenses of enforcement and collection, interest, re-billing charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles of Incorporation, Bylaws, and this Resolution, prior to application of the payment to any Assessments due or to become due with respect to such Owner.

6. Collection Process.

(a) If any Assessment or other charge is not paid by the Delinquent Date, the Association shall send written notice ("First Notice") of non-payment to the Owner setting

forth the amount past due, including interest and re-billing charges, which sums shall be immediately due and payable in full to the Association.

(b) If any Assessment or other charge remains unpaid fifteen (15) days after the date of mailing or other delivery of the First Notice, the Association may continue other collection efforts and may turn the Owner's past due account over to the Association's attorney for collection of past due sums, whereupon, in addition to all other past due sums, the Owner shall be assessed for attorneys' fees incurred by the Association. The Association's attorney shall send written notice ("Second Notice") to the Owner setting forth the amount of past due Assessments, together with accrued interest and re-billing charges incurred, plus attorneys' fees due, which sums shall be immediately due and payable in full to the Association. At this time, the Association's attorney shall also record against the Owner's property a notice of the Association's lien in the real property records of Eagle County, Colorado.

(c) If any Assessment or other charge remains unpaid fifteen (15) days after the date of mailing or other delivery of the Second Notice, the Association's attorney shall, upon direction from the Board of Directors, proceed with enforcing all rights of the Association to collect past due Assessments and other charges due from the Owner, which enforcement may include the filing of an action to foreclose upon the Association's lien, and the Owner shall be responsible for payment of all attorneys' fees and costs of collection incurred by the Association, in addition to all past due Assessments, accrued interest, re-billing charges, and other charges incurred under the Association's documents and this Resolution.

(d) In addition to the steps outlined above, during all time in which an Owner's account is delinquent, any or all of the following may apply, as determined by the Board of Directors: the voting rights of such Owner may be suspended, such Owner may be prevented from accessing the Association's password-protected website, and such Owner may be prohibited from using or accessing any General Common Elements for recreational purposes, other than as is necessary to access such Owner's Unit. In addition, as provided in the Declaration, such Owner's Unit may be subject to rental to the general public and such Owner's Unit may be subject to suspension of utility service.

7. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon receipt of a written request a statement setting forth the amount of unpaid Assessments currently levied against such Owner's property for a fee in an amount to be determined by the Association from time to time.

8. 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 Association shall notify the Association's attorney of the same and turn the account over to the Association's attorney, whereupon the Owner shall be liable to the Association for all attorney fees, costs and expenses incurred with respect to such matter.

9. Judicial Foreclosure or Judgment. The Association may choose to foreclose on its lien on any Unit in lieu of or in addition to suing an Owner for a money judgment.

10. Waivers. The Association reserves the right to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board of Directors shall determine appropriate under the circumstances.

11. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of any assessment, interest, fees or other charges, re-

billing charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.

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

13. 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 laws of the State of Colorado.

14. 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.

PARK PLAZA CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS
RESOLUTION
CONDUCT OF MEETINGS

March 14, 2013

The Board of Directors of the Park Plaza Condominium Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Conduct of Meetings is hereby adopted and ratified:

I. 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 posted at the management office at least 10 days prior to each such meeting, or as may otherwise be required by Colorado law.

(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) 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 Unit number.

(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 him/her.

(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 two 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, in his or her sole discretion, but shall be uniform for all persons 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 that topic.

(L) 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.

(M) The Chair may establish such additional or different 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) Election of Board members in a contested election may be conducted by ballot, or as provided in sub-subsection (2) below, as determined by the Board of Directors. In the event of election conducted by ballot, each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain identifying information concerning the ballot holder in order to verify voting accuracy. 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 ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

(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 or by a committee of volunteers. Such volunteers shall be Owners who are selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates for such position.

(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. All proxies shall be reviewed by the Association's Secretary or designee as to the following:

- (1) Validity of the signature;
- (2) Signatory's authority to sign for the Unit Owner;
- (3) Authority of the Unit Owner to vote;
- (4) Conflicting proxies; and
- (5) 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 number.

(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 end of the meeting, or at such other time as determined by the Chair. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in.

(D) Anyone desiring to speak shall first be recognized by the Chair. Only one person may speak at a time.

(E) Each person speaking shall first state his or her name and Unit number.

(F) 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.

(G) Those addressing the Board 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 or issue at hand.

(I) Each person shall be given up to a maximum of two 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.

(J) 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.

(K) 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 Directors, Owners 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 Park Plaza Condominium Association.

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.

PARK PLAZA CONDOMINIUM ASSOCIATION

BOARD OF DIRECTORS

RESOLUTION

DIRECTOR CONFLICTS OF INTEREST

March 14, 2013

The Board of Directors of the Park Plaza Condominium Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Director Conflicts of Interest is hereby adopted and ratified:

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 the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Bylaw and Articles of Incorporation. As of the date of adoption of this Policy, conflicting interest transactions of directors and officers of the Association are governed by C.R.S. §7-128-501, pursuant to C.R.S. §38-33.3-310.5, and the provisions of this Policy are intended to comply with such statutes.

2. Definition. A "conflicting interest transaction" is defined as a contract, transaction or other financial relationship between the Association and a director of the Association, 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.

3. Prohibition on Loans. The Association shall not make any loans to any members of the Board of Directors or to any officers of the Association. No member of the Board of Directors and no officer of the Association shall assent to or participate in the making of any such loan.

4. Disclosure of Conflicting Interest Transaction. Any conflicting interest transaction 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 interested Director may participate in the discussion of the matter, and may vote on the matter, in compliance with the Director's duties to the Association. The minutes of the meeting shall reflect the disclosure made, the composition of the quorum, and record who voted for and against.

5. Failure to Disclose Conflicting Interest Transaction. No conflicting interest transaction entered into in violation of this policy shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the Association, solely because the conflicting interest transaction involves a Director or a party related to a Director or an entity in which a Director is a director or officer or has a financial interest or solely because the Director is present at or participates in the meeting of the Association's Board of Directors that authorizes, approves or ratifies the conflicting interest transaction or solely because the Director's vote is counted for such purpose if:

- a) The material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorized, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or

- b) The material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members of the Association entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereon; or
- c) The conflicting interest transaction is fair as to the Association.

6. Periodic Review. The Board shall periodically, as determined in the sole discretion of the Board, review the Association's conflict of interest policies, procedures, and rules and regulations.

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 Park Plaza.

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

PARK PLAZA CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS
RESOLUTION
DISPUTE RESOLUTION

March 14, 2013

The Board of Directors of the Park Plaza Condominium Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Dispute Resolution is hereby adopted and ratified:

1. Intent to Avoid Litigation. The Association, its officers, directors and committee members, all persons subject to the Declaration including Owners, and any person not otherwise subject to the Declaration who agrees to submit to this Policy (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving Park Plaza, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described herein ("Claims") shall be resolved using the procedures set forth below in lieu of filing suit in any court.

2. Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Declaration, Bylaws, Articles of Incorporation, written policies, or other Association documents (collectively, the "Association Documents"), or the rights, obligations and duties of any Bound Party under the Association Documents, shall be subject to the provisions of this Section. Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Section:

- a. Any suit by the Association against any Bound Party to enforce the provisions of the Declaration relating to Assessments and the collection of Assessments.
- b. Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the architectural standards and use restrictions and rules;
- c. Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;
- d. Any suit in which any indispensable party is not a Bound Party; and
- e. Any suit as to which any applicable statute of limitations would expire within 180 days of giving the notice required below.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth below.

3. Mandatory Procedures.

a. *Notice.* Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

- i. The nature of the Claim, including the persons involved and Respondent's role in the Claim;
- ii. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- iii. Claimant's proposed remedy; and
- iv. That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

b. *Negotiation and Mediation.*

i. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in resolving the dispute by negotiation.

ii. If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of a reputable and knowledgeable mediation group providing such services in Eagle County, or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the Eagle County, Colorado, area.

iii. If Claimant does not submit a claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, 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 such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

iv. Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined 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 that the Parties are at an impasse and the date that the mediation was to be mediated.

v. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the

Respondent and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

c. *Final and Binding Arbitration.*

i. If the Parties do not agree in writing to a settlement of the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with the rules of arbitration as may be required by the agency providing the arbitrator. The arbitrator shall be a single arbitrator to be appointed by the Parties. If the Parties are unable to agree upon an arbitrator within thirty (30) days of the Claim being submitted to arbitration, the presiding judge of Eagle County, Colorado shall appoint a qualified arbitrator upon application of a Party. No person shall serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Arbitrator Disclosure"). If any Party objects to the service of any arbitrator within fourteen (14) days after receipt of that Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner in which that arbitrator was selected. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons other than Claimant.

ii. This subsection is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") 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.

d. *Enforcement of Resolution.* After resolution of any Claim, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award including, without limitation, attorneys' fees and court costs.

4. Claim for Damages. Damages alleged or awarded in connection with a Claim shall be limited to actual damages. No punitive, incidental, consequential or other damages shall be claimed or awarded.

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 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 Park Plaza.

7. 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.

PARK PLAZA CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS
RESOLUTION
ENFORCEMENT OF COVENANTS AND RULES

March 14, 2013

The Board of Directors of the Park Plaza Condominium Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Enforcement of Covenants and Rules is hereby adopted and ratified:

1. Reporting Violations. Complaints regarding alleged violations of the Declaration, Bylaws, Articles of Incorporation, or other governing documents of the Association may be reported by an Owner or resident within the Park Plaza Condominiums, a group of Owners or residents, the Association's management company, 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 through the Association's manager. 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 a 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 the Association's manager.

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 fifteen (15) days from the date of the letter to come into compliance. With respect to matters which are an immediate nuisance or capable of immediate cure, the Violator may be given such shorter period of time to come into compliance as the Association's manager may reasonably determine.

5. Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within the period of time stated in 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 that 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 ten (10) days of the date on the second violation letter. If the alleged Violator does not timely request a hearing, her or she shall be deemed to have waived any and all rights to a hearing with respect to the matter.

6. Continued Violation After Second Letter. If the alleged Violator does not come into compliance within the later of thirty (30) days of the second letter, or, in the event the alleged Violator has requested a hearing after receipt of the second letter, thirty (30) days after that hearing if the merits of the matter are determined against the alleged Violator at the hearing, this will be considered a third violation for which a fine may be imposed. A third letter shall then be sent to the alleged Violator, explaining that a violation has been found to exist, and that a fine is imposed pursuant to this Policy. The alleged Violator shall not be entitled to advance notice of the fine or an opportunity for a hearing because, in connection with delivery of the second letter to the Violator, Violator shall have either not requested a hearing and therefore waived any right thereto, or shall have had a hearing at which the merits of the matter were determined against the alleged Violator.

7. Continued Violation After Third Letter. If the alleged Violator does not come into compliance within thirty (30) days of the third letter, this will be considered a fourth violation for which a fine may be imposed. A fourth letter shall then be sent to the alleged Violator, explaining that a violation has been found to exist, and that a fine is imposed pursuant to this Policy. Again, The alleged Violator shall not be entitled to advance notice of the fine or an opportunity for a hearing because, in connection with delivery of the second letter to the Violator, Violator shall have either not requested a hearing and therefore waived any right thereto, or shall have had a hearing at which the merits of the matter were determined against the alleged Violator.

8. Notice of Hearing. If a hearing is requested by the alleged Violator, the Board, committee or other impartial decision maker, as such term is defined in C.R.S. 38-33.3-209.5(2)(b)(II), conducting such hearing as may be determined in the sole discretion of the Board (the "Hearing Panel"), may serve a written notice of the hearing to all parties involved at least ten (10) days prior to the hearing date.

9. 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 Hearing Panel 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 Hearing Panel, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Hearing Panel shall, within a reasonable time, not to exceed ten (10) 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 Hearing Panel 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.

10. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within ten (10) days of any letter, or fails to appear at any hearing, the Hearing Panel 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.

11. Notification of Decision. The decision of the Hearing Panel shall be in writing and shall be provided to the Violator and Complainant within ten (10) days of the hearing, or if no hearing is requested, within ten (10) days of the final decision.

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

- (a) First violation: Warning letter
- (b) Second violation (of same covenant or rule): \$100.00
- (c) Third violation (of same covenant or rule): \$500.00
- (d) Fourth and subsequent violations (of same covenant or rule): \$1,000.00

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

13. 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 other governing documents of the Association.

14. 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.

15. DRB Violations. Notwithstanding any provisions contained in this Resolution, in the event of any specific violations of the Beaver Creek Design Review Board or Park Plaza Architectural Committee rules and regulations or design guidelines, then enforcement provisions of the design guidelines or DRB rules and regulations shall apply if they are inconsistent with the provisions of this Resolution.

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

17. 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 Park Plaza.

18. 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.

PARK PLAZA CONDOMINIUM ASSOCIATION

BOARD OF DIRECTORS

RESOLUTION

INSPECTION AND COPYING OF ASSOCIATION RECORDS

March 14, 2013

The Board of Directors of the Park Plaza Condominium Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association ("Policy") related to Inspection and Copying of Association Records is hereby adopted and ratified:

1. Record Retention. The Association shall retain the following records as required by Colorado law:
 - a. Detailed records of receipts and expenditures affecting the operation and administration of the Association;
 - b. Records of claims for construction defects and amounts received in settlement of those claims;
 - c. Minutes of all meetings of Owners and the Board of Directors;
 - d. A record of all actions taken by Owners or the Board of Directors without a meeting;
 - e. A record of all actions taken by any committee of the Board of Directors;
 - f. Written communications among and the votes cast by members of the Board of Directors when such communications and votes are directly related to an action taken by the Board of Directors without a meeting pursuant to C.R.S. § 7-128-202 or pursuant to the Association's Bylaws;
 - g. The current declaration, covenants, bylaws, articles of incorporation, rules and regulations, responsible governance policies, and other policies adopted by the Board of Directors;
 - h. Financial statements for the past three years and tax returns of the Association for the past seven years, if available;
 - i. A list of names, e-mail addresses and physical mailing addresses of current members of the Board of Directors and officers of the Association;
 - j. The Association's most recent annual report delivered to the Secretary of State, if any;
 - k. Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38.33.3-316(8) concerning statements of unpaid assessments;
 - l. The Association's most recent reserve study, if any;
 - m. Current written contracts to which the Association is a party and contracts for work performed for the Association within the past two years;

n. Records of Board of Director or Executive Committee actions to approve or deny any requests for design or architectural approval from Owners;

o. Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;

p. Resolutions adopted by the Association's Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and

q. All written communications within the past three years to all Owners generally as Owners.

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 described in Section 1 above, 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;

b. The inspection and/or copying of the records of the Association shall be conducted during the regular business hours of 9:00 a.m. to 4:00 p.m. at the offices of the Managing Agent, from time to time;

c. The Owner shall give the Managing Agent a written request, stating the purpose for which the inspection and/or copying is sought, at least ten (10) 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 (the "Agreement") prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy as Exhibit A. 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. Prohibition on Releasing Membership List. The Association's membership list, or any part thereof, so long as it contains only the names of time-share Unit Owners, shall not be disclosed, released, or otherwise provided to any person. Pursuant to C.R.S. 38-33.3-317(1)(e), any such membership list, and the names of addresses of Unit Owners therein, shall not be deemed records of the Association for purposes of document retention and production to Owners. In the event that a Unit is owned on a non-time-share basis, the name and address of such Unit's owner shall be made available as set forth in C.R.S. 38-33.3-317(1)(e).

4. Prohibition on Commercial Use. The Association's records and the information contained within those records shall not be used for commercial purposes.

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

a. Attorney-client privileged documents, records and communications, and any other communications with legal counsel that are otherwise protected by the attorney work product doctrine, unless the Board of Directors decides to disclose such communications at an open meeting;

b. Any documents that are confidential or otherwise prohibited from disclosure under constitutional, statutory or judicially imposed requirements;

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; and

d. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;

e. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;

f. Records of an executive session of the Board of Directors;

g. Records concerning individual Units other than those of the requesting Owner;

h. The names and physical mailing addresses of Unit Owners if the Unit is a time-share unit, as defined in C.R.S. § 38-33-110(7);

i. Any records concerning personnel, salary, or medical records relating to specific individuals; and

j. Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

6. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, which have been determined to be \$0.25 per page for copies. The Association may require prepayment of the actual cost of the requested records. Failure to pay such prepayment of costs shall be valid grounds for denying an Owner copies of such records. If after prepayment it is determined that the actual cost was less than the prepayment, 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.

7. Inspection. The Association reserves the right to have a third party present to observe during any inspection of records by an Owner or the Owner's representative.

8. 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.

9. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize records or information in a particular format or order.

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 Park Plaza Condominium Association.

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

EXHIBIT A

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS
OF THE PARK PLAZA CONDOMINIUM ASSOCIATION**

I have requested to inspect and/or obtain copies of the following records of the Park Plaza Condominium Association (be as specific as possible): _____. I understand that under the terms of the Colorado Common Interest Ownership 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, I may not obtain the name or address of any time-share Unit Owner that is a member of the Association. To the extent the Association's membership list contains non-time-share Unit Owners, and the name and/or address of any non-time-share Unit Owner is released to me, I acknowledge and agree that such information 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) used for any other purpose prohibited by law; or
- (E) used for any purpose not related to the undersigned's interest as a Unit owner.

In addition, I understand and agree that no Association records may be used for any commercial purpose.

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 attorneys' 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:

Owner

Date: _____

Address: _____

PARK PLAZA CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS
RESOLUTION

**INVESTMENT OF RESERVE FUNDS AND
RESERVE STUDY PROVISIONS**

March 14, 2013

The Board of Directors of the Park Plaza Condominium Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Investment of Reserve Funds and Reserve Study Provisions is hereby adopted and ratified:

1. Scope. In order to properly maintain areas in Park Plaza that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' units and livability in Park Plaza, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds and the performance of reserve studies.
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 Park Plaza that the Association is responsible for and for such other funding as the Board of Directors may determine. Certain of the portions of Park Plaza that the Association is responsible for typically have limited but reasonably predictable useful lives.
3. Investment of Reserves. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria, and policies:
 - (a) *Safety of principal*. Promote and ensure the preservation of the Reserve Fund's principal.
 - (b) *Liquidity and Accessibility*. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
 - (c) *Minimal Costs*. Investment costs (redemption fees, commissions, and other transactional costs) should be minimized.
 - (d) *Diversify*. Mitigate the effects of interest rate volatility upon reserve assets.
 - (e) *Return*. Funds should be invested to seek a reasonable rate of return.
4. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.

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 Park Plaza 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"). The Reserve Study may be based on a physical and financial analysis.

9. Review of Reserve Study. The Board of Directors may cause the Reserve Study and reserve funding to be reviewed and updated periodically, to adjust and make changes in costs, inflation and interest yield on invested funds, plus modification, addition or deletion of components.

10. Standard of Conduct. With regard to the investment of the Reserve Fund, the officers and Directors of the Association shall discharge such persons' duties as a Director or officer:

- a. In good faith;
- b. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- c. In a manner the Director or officer reasonably believes to be in the best interests of the Association.

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

12. 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 Park Plaza.

13. 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.