

Resolutions of The Sixth Avenue West Estates aka Mesa View Estates

	Policy Name	Date	
	Wall & Fence Reserve Account	8/3/2011	"Revoked in 2013 by BOD"
1	Screened From View	1991	
2	Consent of Directors	11/25/1991	
3	Maintain Landscaping	11/1/1995	
4	Install Landscaping	11/1/1995	
5	Satellite Dishes/ Antennae	2/1/1997	
6	Paint & External Surfaces	2/1/1997	
7	Maintenance of Native Grasses	3/5/1997	
8	Ornamental Iron	3/3/1999	
9	Conflicts of Interest	6/4/2003	
	Conflict of Interest Policy Revised	5/15/2018	
10	Late Fee Policy	3/1/2004	
11	Transfer Fee	12/1/2004	"Changed to \$200 by BOD in 2015"
12	Vinyl Siding	1/6/1999	
	Vinyl Siding	1/19/2005	
13	Hard Surface Parking	4/4/2004	
	Hard Surface Policy Change	1/19/2005	
14	Flag Pole Installation	5/3/2006	
15	Investment of Reserve Funds	10/4/2006	
16	Conduct of Meetings	2/7/2007	
17	Reserve Plan	2/7/2007	
18	Adoption of Policy & Rules	2/7/2007	
19	Inspection & Copying of Records	10/4/2006	
	Inspection & Copying of Records	2/6/2013	
20	Collection Policy	2/7/2007	
	Collection Policy	3/3/2010	
	Collection Policy	2/3/2014	
	Collection Policy	3/19/2019	
21	BOD Code of Conduct	4/1/2015	
22	Contract Management Policy	2010	
	Contract Management Policy	10/5/2016	
	Contract Management Policy Revised	8/20/2019	
23	Resolution to Establish the ARC Committee	10/5/2016	
24	Roofing Policy	6/1/1999	
	Roofing Policy Decra Added	1/1/2000	
	Roofing Policy	10/6/2010	
	Roofing Policy	8/3/2016	
	Roofing Policy	9/16/2016	
25	Resolution Excess Income	12/31/2016	
	Resolution Excess Income	12/31/2017	
26	Resolution Regular Meetings	1/8/2017	
27	Wall Committee Charter	7/19/2017	
28	Finance Committee	8/16/2017	
29	Establish Designated Committees	8/3/2016	
	Establish Designated Committees	10/18/2017	
30	Enforcement of Gov. Docs.	10/4/2006	
	Enforcement of Gov. Docs.	12/6/2017	
31	Dispute Resolution Policy	12/15/2017	
32	Resolution Disbursement Policy	5/15/2018	
33	Establishment of the Roofing Material Committee	3/19/2019	
34	Establishment of the Safety and Security Committee	7/16/2019	
	Establishment of the Safety and Security Committee	10/15/2019	

Resolutions of The Sixth Avenue West Estates aka Mesa View Estates

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Screened from View:

Any object that is required to be screened from view shall not be noticeably visible. Screening from view does not require the object from being invisible from sites of substantially higher elevation.

If vegetation is planted to screen the object, the proposed vegetation shall be as tall as the highest portion of the object being screened. The vegetation shall also be dense enough to impede recognition of the screened object throughout the year. Vegetative screening shall not exceed 500 square feet in coverage without prior approval of the Board of Directors or the Architectural Committee. The vegetation need not be planted next to the object being screened.

If fencing is used to screen the object, the proposed fencing must be the approved type of fencing, ie: cedar pickets or lattice panels. Fencing must conform with local and state regulations.

Satellite screening will not be required on the south side of the satellite, so as to prevent reception.

In the event objects required to be screened from view, are not screened in accordance with these guidelines, the Association may impose fines, or seek legal or injunctive relief for the Owner's noncompliance.

Sixth Avenue West Estates

Sixth Avenue West Estates Master Association
Architectural-Covenant Committee

*Architectural Covenant
Committee.*

86-7887
CONSENT OF DIRECTORS

BY CONSENT, pursuant to the provisions of Colorado Revised Statutes, Section 7-5-108(3), the undersigned, being all of the members of the Board of Directors of The Sixth Avenue West Estates Master Association, a Colorado non-profit corporation (the "Corporation"), hereby adopt the following resolution by unanimous consent, to have the same force and effect as action taken at a regularly held meeting of said Board of Directors, and to remain in full force and effect until specifically rescinded by said Board of Directors:

RESOLUTION

BE IT HEREBY RESOLVED, by the Board of Directors of The Sixth Avenue West Estates Master Association, a Colorado non-profit corporation (the "Corporation"), that Cici Kessler, as Executive Manager of the Corporation, and Dwayne Haberman, as a Director of the Corporation, or either of them, are hereby authorized and directed on behalf of the Corporation, to exercise all rights and authority of the Board of Directors in connection with any and all violations and enforcement of the Master Declaration of Covenants, Conditions and Restrictions of Sixth Avenue West Estates (the "Declaration") as recorded at Reception No. 82088979 on December 20, 1982 in the office of the Clerk and Recorder of Jefferson County, Colorado.

BE IT FURTHER RESOLVED, that said Cici Kessler or Dwayne Haberman are hereby authorized to undertake and negotiate the details of any actions, including legal action, to be taken in connection with the enforcement of or violations of the obligations of the Owners as defined in said Declaration, and to execute all documents related thereto, in their sole and complete discretion, and the signature of either of such persons shall constitute the approval thereof by this Board of Directors, as completely as though such actions and instruments were approved by the Board of Directors, it being the intention of this Board of Directors to grant to said persons its full power and authority to execute the terms, conditions and provisions of each of said actions and instruments and to ratify, affirm and approve any and all of said actions and instruments heretofore or hereafter undertaken or executed by said persons in the name of the Corporation; and

BE IT FURTHER RESOLVED, that Cici Kessler or Dwayne Haberman are authorized to subscribe the Corporation's name, and cause the Corporation's seal to be affixed to any and all necessary documents on behalf of the Corporation, in connection with the enforcement of said Declaration, and are vested with the widest possible discretion to enforce obligations under and violations of said Declaration, and to take all other corporate action necessary in connection with said enforcement. The delegation of authority hereunder is authorized by Section 5.4 of said Declaration, and all actions taken under this Resolution shall be subject to prior review and evaluation by the Homeowners Advisory Committee, unless immediate, emergency action should be necessary to protect the health or safety of residents.

02.17.1993 09:43

P. 2

IN WITNESS WHEREOF, the directors of the Corporation have subscribed their names to this unanimous Consent (which may be executed in counterparts) as of the 25th day of November, 1991.

DIRECTORS:


Duane E. Haberman

**SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION
BOARD RESOLUTION**

WHEREAS, the property within Sixth Avenue West Estates Master Association is subject to a Master Declaration of Covenants, Conditions, and Restrictions ("Master Declaration"), recorded in the Jefferson County Clerk public records on March 3, 1983 at Reception Number 82088979.

WHEREAS, Article IV, Section 4.7 of the Master Declaration provides:

At the time of or as soon as reasonably possible following construction of the residential structure on a Lot but no later than seven (7) months or one growing season after substantial completion of the residential structure, said Lot(s) shall be suitably landscaped with grass, shrubs and trees.

WHEREAS, the Board of Directors for Sixth Avenue West Estates Master Association ("Board of Directors") is obligated to enforce the provisions contained in the Association's Master Declaration.

WHEREAS, the Board of Directors believes it is in the best interest of the Association to enforce the landscaping requirement as set forth in the Master Declaration, thereby maintaining the aesthetics and property values within Sixth Avenue West Estates.

WHEREAS, the Board of Directors desires a fair and consistent policy to enforce the landscaping requirement as set forth in the Association's governing documents.

BE IT RESOLVED, the Board of Directors hereby adopts the following enforcement policy with respect to Lots found to be in violation of the landscaping requirement:

1. The Board of Directors shall cause a letter of non-compliance to be sent to the Owner of any Lot deemed to be in violation of the landscaping requirement.

The letter of non-compliance shall be sent to the Owner, via U. S. First Class mail to the address of the Lot, or other address as reflected by the Association's records; and shall provide a date, place, and time for the Owners to respond to the alleged violation.

2. The Board of Directors shall provide a hearing for any Owner alleged to be in violation of the landscaping requirement. The Owner then will have the opportunity to explain or defend the alleged violation.

3. In the event the Board of Directors deems that the Owner is in violation of the landscaping requirement, the Board of Directors

shall require landscaping to be installed within a reasonable time, considering any issues or circumstances that the Board, in its sole discretion deems to be relevant.

4. If the Lot Owner fails to landscape the Lot as required by the Master Declaration within the time prescribed by the Board of Directors, the Association shall cause a Notice of Default to be mailed to the offending Owner via Certified and First Class mail, allowing the Owner 30 days to comply.

5. If the Owner fails to comply with the Landscaping provision within the 30 day time period as provided in the Notice of Default, the Association shall pursue a remedy at Law or at equity and seek all attorney fees and court costs from the Owner pursuant to C.R.S.38-33.3-302.

David Dunitz
Board Member

11-1-95
Date

D. H. [unclear]
Board Member

11-1-95
Date

Mike [unclear]
Board Member

11-1-95
Date

Jim [unclear]
Board Member

11-1-95
Date

Arlo Zimmerman
Board Member

11-1-95
Date

**SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION
BOARD RESOLUTION**

WHEREAS, the property within Sixth Avenue West Estates Master Association is subject to a Master Declaration of Covenants, Conditions, and Restrictions ("Master Declaration"), recorded in the Jefferson County Clerk public records on March 3, 1983 at Reception Number 82088979.

WHEREAS, Article IV, Section 4.7 of the Master Declaration provides:

At the time of or as soon as reasonably possible following construction of the residential structure on a Lot but no later than seven (7) months or one growing season after substantial completion of the residential structure, said Lot(s) shall be suitably landscaped with grass, shrubs and trees. Thereafter, all grass, shrubs and trees shall be kept and maintained in an attractive, healthy, live and growing condition. All dead or diseased grass areas, shrubs and trees shall be promptly removed and replaced with suitable replacement landscaping.

WHEREAS, the Board of Directors for Sixth Avenue West Estates Master Association ("Board of Directors") is obligated to enforce the provisions contained in the Association's Master Declaration.

WHEREAS, the Board of Directors believes it is in the best interest of the Association to enforce the requirement to maintain landscaping as set forth in the Master Declaration, thereby maintaining the aesthetics and property values within Sixth Avenue West Estates.

WHEREAS, the Board of Directors desires a fair and consistent policy to enforce the requirement to maintain landscaping as set forth in the Association's governing documents.

BE IT RESOLVED, the Board of Directors hereby adopts the following enforcement policy with respect to Lots found to be in violation of the requirement to maintain landscaping:

1. The Board of Directors shall cause a letter of non-compliance to be sent to the Owner of any Lot deemed to be in violation of the requirement to maintain landscaping.

The letter of non-compliance shall be sent to the Owner, via U. S. First Class mail to the address of the Lot, or other address as reflected by the Association's records; and shall provide a date, place, and time for the Owners to respond to the alleged violation.

2. The Board of Directors shall provide a hearing for any Owner alleged to be in violation of the requirement to maintain landscaping. The Owner then will have the opportunity to explain or defend the alleged violation.

3. In the event the Board of Directors deems that the Owner is in violation of the requirement to maintain landscaping, the Board of Directors shall assess a fine of \$50.00, which will be charged against the Owner's account for each month, or portion of each month, the Owner is in violation of the requirement to maintain landscaping.

4. Said fines, and all costs to collect the fines (including Attorney fees) may be collected by an action at law or equity in the same manner the Association collects annual assessments pursuant to Article V, Section 5.8 of the Master Declaration.

David Burnett
Board Member

11-1-95
Date

Donna Lee
Board Member

11/1/95
Date

Mike Saki
Board Member

11-1-95
Date

Don Pitzer
Board Member

11.2.95
Date

Arla Zimmerman
Board Member

11-1-95
Date

Sixth Avenue West Estates
Master Association
Board Resolution

WHEREAS, The Property within Sixth Avenue West Estates is subject to a Master Declaration, the Master Declaration of Covenants, Conditions, and Restrictions ("Master Declaration"), recorded in the Jefferson County Clerk public records on March 3, 1983 at Reception Number 82088979.

WHEREAS, Article III, Section 3.1 of the Master Declaration provides:

Except for any which may, at Declarant's option, be erected by Declarant or Declarant's designated representative, no exterior radio or television antenna or aerial or other reception/receiver device shall be erected or maintained in the Property without the prior written approval of the Architectural Committee.


WHEREAS, the Board of Directors for Sixth Avenue West Estates is obligated to enforce the provisions contained in the Declarations.


WHEREAS, the Federal Communications passed a law regulating Antennae and Satellite Dishes under 39", 1 meter.

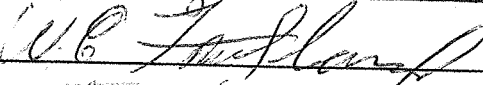
BE IT RESOLVED, the Board of Directors at the September 6, 1996, regular Board meeting adopts the following guidelines.

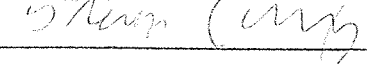
1. Homeowners will submit plan to install dish/antennae showing location, type, size and description.
2. Dish/antennae will be mounted as low to the ground as possible, so as to not be noticeable. Backyards, behind fences are much preferred to front or side yards.
3. If reception cannot be attained from a back or side yard, the dish may be mounted under a soffit, painted to match the building.
4. Because of the high winds in the Estates, mounting above the roof lines on a pole is not advised for safety reasons.
5. Any permits necessary shall become the sole responsibility of the homeowners.
6. The Association will work with the homeowner to facilitate the installation.

Several reception areas may be looked at so as to place the dish/antennae in a location that will please all parties.










Adopted 9.6.1996



**SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION
BOARD AND ARCHITECTURAL COMMITTEE RESOLUTION REGARDING
COLORS OF PAINT AND EXTERNAL BUILDING SURFACES**

RECITALS:

1. The Property within Sixth Avenue West Estates is subject to the Master Declaration of Covenants, Conditions and Restrictions recorded in the Jefferson County public records on December 20, 1982 at Reception Number 82088979.
2. Pursuant to Article III of the Articles of Incorporation of Sixth Avenue West Estates Master Association, some of the objects and purposes for which the Association was formed include, to engage primarily in promoting the common good and general welfare of the residents, and to perform all acts necessary or desirable in connection with these objects and purposes.
3. Article V, Section 1 of the Association's Bylaws provides that the affairs of the Association shall be managed by its Board of Directors.
4. Article VI of the Master Declaration provides for an Architectural Committee, appointed by the Master Association's Board of Directors, and empowers the Architectural Committee to approve or disapprove construction, alterations or additions. Article VI also provides that the Architectural Committee may issue rules or guidelines regarding anything relevant to its functions.
5. Architectural Standards and Construction Regulations of The Estates at Sixth Avenue West have been adopted to insure the highest quality development, compatibility and harmony with the land, which include standards and regulations for external colors.
6. Part II of the Architectural Standards contains a Basic Building Restriction on color and states:

"The color of external materials will be generally subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted." (emphasis added)
7. Pursuant to the above cited provisions, to maintain property values and a uniform appearance, the Board and Architectural Committee find it to be within the Master Association's authority to adopt a policy regarding the Committee's review of any change in colors of any external building materials.

BE IT RESOLVED, after extensive review, the Board of Directors and the Architectural Committee at the April 2, 1997 regular Board meeting find it to be in the best interests of the Master Association and all Members of the Master Association to adopt the following policy regarding change in colors of external building materials located on Lots within Sixth Avenue West Estates:

1. All external painting or staining shall be of colors in harmony with the other existing homes in the neighborhood or of colors similar to those originally employed in the neighborhood.

In general, only those areas that were painted originally shall be repainted; only those areas that were stained originally shall be restained; unpainted surfaces and unstained areas, such as brick or stone, shall not be painted or stained.

2. Architectural Committee approval is required for all external painting or color changes in all external building materials. Painting submittals must contain the manufacturer's paint chips with name and code number. Approval will take into consideration, but not be limited to, the "sheen" of paint, the home's architecture, stone or brick accents, roofing color, and color of neighboring properties.

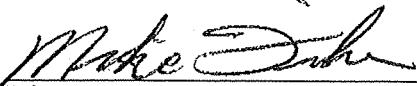
3. Sample boards of all external building materials and colors are required to be submitted with all applications to the Architectural Committee. All field and body material and color samples shall be a minimum of 50 square inches. All trim and accent color samples shall be a minimum of 10 square inches. ~~Light and bright colors such as white or primary colors are not permitted.~~ Natural wood siding materials may be left natural color if properly sealed.

Accent colors when used with restraint as an integral part of the overall design concept may be approved by the Architectural Committee.

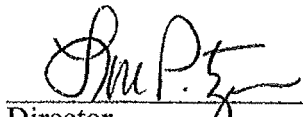
All exposed projections including, but not limited to, chimney flues, vents, caps, gutters, down spouts, utility boxes, porches, railings and external stairways shall match the permanent color of the surface from which they project or shall be of an approved trim color.

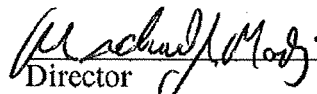
4. The Architectural Committee will require repainting of houses or replacement of external building materials for which advance approval was not obtained, if colors are not acceptable.

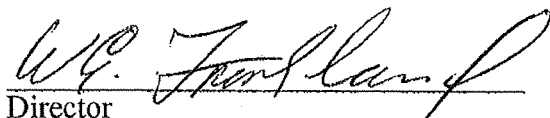
5. The Board and Architectural Committee reserve the right to amend this policy as the Board and Architectural Committee, in their sole discretion, deem necessary and advisable.


Director

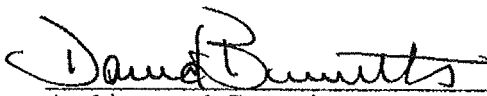

Director


Director


Director


Director

Architectural Committee


Architectural Committee.
DIRECTOR

Architectural Committee

Architectural Committee

Architectural Committee

Adopted: February 1997.

**SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION
BOARD AND ARCHITECTURAL COMMITTEE RESOLUTION REGARDING
MAINTENANCE OF NATIVE GRASS**

RECITALS:

1. The Property within Sixth Avenue West Estates is subject to the Master Declaration of Covenants, Conditions and Restrictions recorded in the Jefferson County public records on December 20, 1982 at Reception Number 82088979.
2. Pursuant to Article III of the Articles of Incorporation of Sixth Avenue West Estates Master Association, some of the objects and purposes for which the Association was formed include, to engage primarily in promoting the common good and general welfare of the residents, and to perform all acts necessary or desirable in connection with these objects and purposes.
3. Article V, Section 1 of the Association's Bylaws provides that the affairs of the Association shall be managed by its Board of Directors.
4. Article VI of the Master Declaration provides for an Architectural Committee, appointed by the Master Association's Board of Directors, and empowers the Architectural Committee to approve or disapprove construction, alterations or additions. Article VI also provides that the Architectural Committee may issue rules or guidelines regarding anything relevant to its functions. The Board and Architectural Committee have interpreted Article VI to include the right to monitor landscaping and maintenance of natural grasses on individual Lots.
5. Article IV, Section 4.7 of the Master Declaration provides:

Landscaping Requirement. At the time of or as soon as reasonably possible following construction of the residential structure on a Lot but no later than seven (7) months or one growing season after substantial completion of the residential structure, said Lot(s) shall be suitably landscaped with grass, shrubs and trees. Thereafter, all grass, shrubs and trees shall be kept and maintained in an attractive, healthy, live and growing condition. All dead or diseased grass areas, shrubs and trees shall be promptly removed and replaced with suitable replacement landscaping.
6. The Board of Directors asked the Architectural Committee to further clarify this covenant so that it may enforce the provisions contained in the Declarations.
7. The Board previously adopted a Resolution regarding enforcement of this requirement on November 1, 1995.
8. Article VII of the Master Declaration states that the provisions of the Master Declaration shall be liberally construed to effectuate their purposes of creating and promoting a uniform plan for development and operation of the property and empowers the Master Association Board to enforce all of the provisions of the Master Declaration.

9. Pursuant to the Colorado Common Interest Ownership Act, the Master Association may exercise any powers necessary and proper for the governance and operation of the Association.

10. Pursuant to the above cited provisions, to maintain property values and a uniform appearance, the Board and Architectural Committee find it to be within the Master Association's authority to adopt a policy regarding maintenance of native grasses planted on individual Lots.


BE IT RESOLVED, after extensive review, the Board of Directors and the Architectural Committee at the March 5, 1997 regular Board meeting find it to be in the best interests of the Master Association and all Members of the Master Association to adopt the following policy regarding maintenance of natural grasses located on Lots within Sixth Avenue West Estates:

1. Purchasers of Homes and Lots located within the Estates believe they will be moving into an area where all occupied Lots will be maintained. The Estates is not located in a Mountain or naturally landscaped area where covenants for landscaping do not exist or are not enforced.

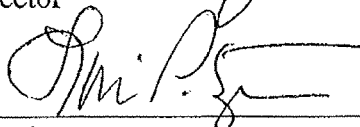
2. Maintenance of Lots shall include maintenance of native grass areas by mowing, between 3½ to 5 inches in height, fertilizing, and watering so that the appearance does not look like weeds.

3. This restriction shall include yards adjacent to open space areas. The Architectural Committee shall be able to decipher between where the yard stops and where the open space begins.


4. The Board and Architectural Committee reserve the right to amend this policy as the Board and Architectural Committee, in their sole discretion, deem necessary and advisable.



Director



Director



Director




Architectural Committee
DIRECTOR

Architectural Committee



Director



Director

Architectural Committee

Architectural Committee

Architectural Committee

SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
BOARD RESOLUTION

WHEREAS, The Property within Sixth Avenue West Estates is subject to a Master Declaration, the Master Declaration of Covenants, Conditions and Restrictions, recorded in the Jefferson County Clerk public records on march 3, 1983 at Reception Number 82088979.

WHEREAS, Section 6.3 of the Master Declaration of Covenants provides that prior to commencement of any construction of any Improvement on the owners Property, plans and specifications be submitted for approval or denial to the Architectural Review Committee.

WHEREAS, there is no standard or policy in regard to installation of ornamental iron over windows and doors.

NOW THEREFORE: the Association adopts the following policy:

A. Upon submission from a member of the Association, the architectural Review Committee will consider installation of ornamental iron over doors. Ornamental iron over the windows will be prohibited, except may be installed on the inside.

Don P. 5m
W. G. H. H. H. H. H.
George F. Moore

David B. H. H. H.
Donna Carlson

Adopted February 3, 1999

**MESA VIEW ESTATES
CONFLICT OF INTEREST POLICY**

Effective Date: May 15, 2015

1. Disclosure.

Directors are to disclose the existence of their financial interest in any proposed conflicting interest transaction in an open meeting prior to the discussion and vote. The disclosure is to be reflected in the meeting minutes or other written form.

2. Participation.

A director who has made the disclosure above is not to take part in the discussion and is to leave the room during the discussion and the vote on the matter. However, a majority of the disinterested Board members may ask the interested Board member to remain during any portion of the discussion and/or vote.

3. Quorum.

The interested director is to be counted for the purpose of establishing a quorum of the Board for the matter in which there is a conflicting interest transaction.

4. Approval.

The proposed contract, Board decision or other Board action is to be approved by a majority of the disinterested directors who are voting. No contract, Board decision or other Board action in which a director has a conflict of interest is to be approved unless it is commercially reasonable to and/or in the Association's best interests.

5. Standard of Review.

A transaction in which a director has an interest is not to be set aside solely because an interested director is present at, participates in or votes at a Board meeting that authorizes, approves or ratifies the conflicting interest transaction, if:

A. the material facts as to the director's relationship or interest as to the conflicting interest transaction are disclosed or known to the Board, and the Board in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors may be 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 known to the Members entitled to vote on the transaction, if any, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members entitled to vote; or

C. the conflicting interest transaction is fair to the Association.

6. Loans.

The Association is not to make loans to its directors or officers. Any director or officer who assents to or participates in making a loan to a director or officer is liable to the Association for the amount of the loan until the loan is repaid.

7. Definitions:

A. "Conflicting interest transaction" or "interested director" means those instances where a contract, transaction or other financial relationship is established or would be established between the Association and: (i) a director; or (ii) a party related to a director, or (iii) an entity in which a director is also a director or officer or has a financial interest.

B. "Party related to a director" means a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.

C. "Officer," for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.

8. Review.

Directors are to periodically review and discuss this policy. The Association is to provide all newly elected or otherwise seated members of the board a copy of this policy.

This Conflict of Interest Policy was adopted by the Board of Directors on this 15th day of May, 2018.

Association

By: 

Its: President

SIXTH AVENUE WEST ESTATES MASTER
ASSOCIATION BOARD RESOLUTION

WHEREAS, The Property within Sixth Avenue West Estates Master Association is subject to the Master Declaration of Covenants, Conditions, and Restrictions, recorded in the Jefferson County Clerk public records on March 3, 1993 at Reception Number 82088979.

WHEREAS, Article V, Section 5.6, of the Declaration of Covenants Conditions and Restrictions, provides that each owner of a lot shall be obligated to pay and shall pay to the Association, at least annually, amounts herein called Assessments.

BE IT RESOLVED, the Board of Directors at their March 3, 2004, regular meeting adopts the following policy:

1. Association fees are now billed annually.
2. The following late fees will be charged:
 - A: A \$20.00 late charge will be charged and due each quarter that the association fee is not paid.
 - B: A lien will be filed and the delinquent account turned over to attorney for collection after September 1st.
 - C: All costs for collection and legal fees become the responsibility of the delinquent member. Reimbursement to the Association is allowed under state law. The management company may also charge for delinquent billing.
 - D. Special consideration may be made for late payments, due to hardship.
3. This resolution may be changed in the future at the discretion of the Board of Directors.

James W. Hulse, M.E.
[Signature]

Linda Y. Dean

[Signature]
[Signature]

John E. Beck



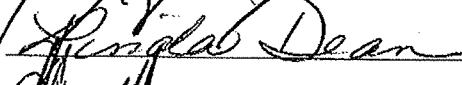

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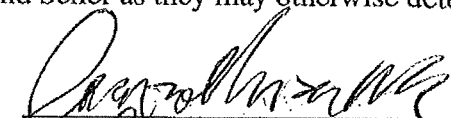
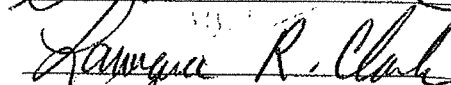
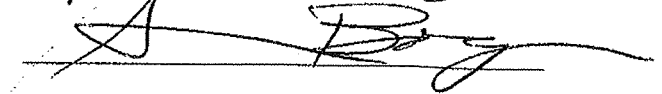
SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
BOARD RESOLUTION

WHEREAS, The Property within Sixth Avenue West Estates is subject to the Master Declaration of Covenants, Conditions and Restrictions, recorded in the Jefferson County Clerk public records on March 3, 1983 at Reception Number 82088979.

NOW THEREFORE: the Association adopts the following policy:

Whereas the Board acknowledges that a transfer fee of \$100 upon sale of a property has been collected since the establishment of the association in 1982. For purposes of the new Declarations which provides no specific amount, the Board resolves that the transfer fee which is paid to the Association, shall be officially documented and set at \$100. The transfer fee is assessed to the Seller, but negotiable between Buyer and Seller as they may otherwise determine.

Adopted at Regular Board Meeting December 1, 2004.

Fee Increased to \$200.00 per motion of BOD, 2015.

**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
BOARD RESOLUTION**

WHEREAS, The Property within Sixth Avenue West Estates is subject to a Master Declaration, the Master Declaration of Covenants, Conditions, and Restrictions, recorded in the Jefferson County Clerk public records on March 3, 1983 at Reception Number 82088979.

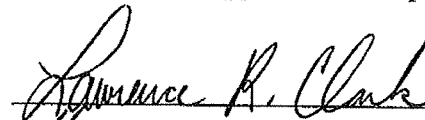

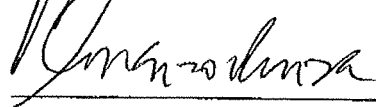
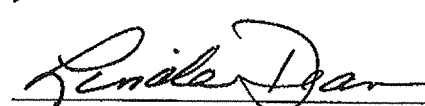
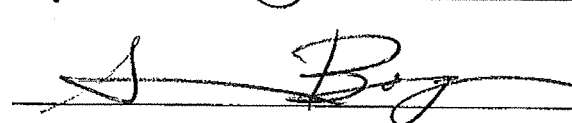
WHEREAS, Architectural Standards and Construction Regulations for the Estates have been adopted to insure the highest quality development, compatibility and harmony with the land. These standards include the paragraph concerning exterior finish materials. In the past the following exterior finish materials have been approved after submission of a request; brick, stone, masonry veneer, stucco and wood siding.

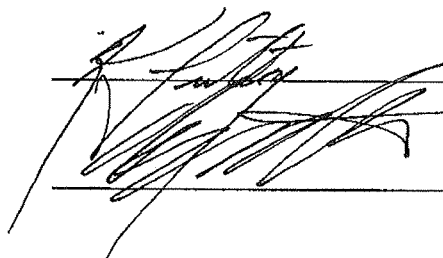
NOW THEREFORE, the Association adopts the following policy:

Upon submission from a member, the Architectural Review Committee will consider new products for exterior finishes. New advancements in products should be reviewed from time to time. Vinyl siding is now being reviewed and should be considered on a case by case basis upon submittal by an owner.

Each submission for approval or denial shall include an actual sample of the proposed product to be used.

It is the responsibility of each homeowner to assure that the application of the product is done by a certified, licensed applicator. The applicator/contractor will carry the proper insurance. It is the responsibility of the homeowner to assure that the product will stand up to the wind velocities that occur in the Estates, and that the color of the product is compliant with the current paint palette. Permits will be applied for and posted as required following the City and County requirements.



Adopted: 1-19-05

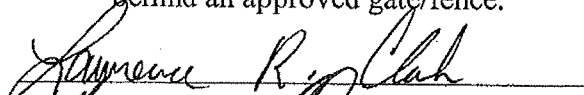


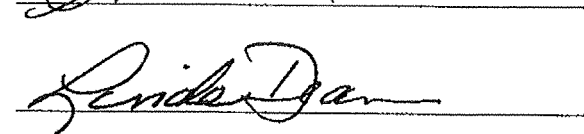
**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
BOARD RESOLUTION**


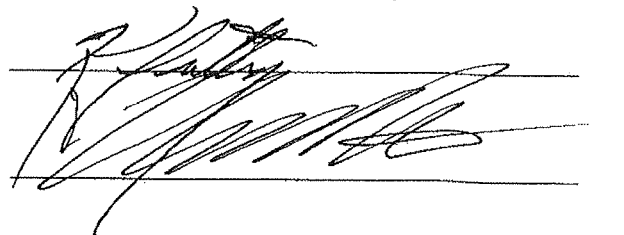
WHEREAS, the Property within Sixth Avenue West Estates is subject to the Master Declaration of Covenants, Conditions and Restrictions, recorded in the Jefferson County Clerk public records on March 3, 1983 at Reception Number 82088979.

WHEREAS, Section 6.3 of the Master Declaration of Covenants provides that prior to commencement of any construction of any Improvement on the owners Property, plans and specifications be submitted for approval or denial to the Architectural Review Committee.

NOW, THEREFORE: the Association adopts the following policy:

1. Unless otherwise approved, hard surfaces, next to existing driveways, including concrete, asphalt, brick, and landscape rock not less than 2", from the front line of the existing structure forward to the sidewalk, will not be allowed to be installed for storage or parking of vehicles, or any other purpose.
2. Hard surfaces behind side fences, next to homes, will be allowed for storage or parking. Such storage or parking shall comply with all governing documents.
3. No more than one vehicle/trailer shall be parked next to the home on an approved pad behind an approved gate/fence.

Dated: Adopted at Regular Board Meeting dated January 19, 2005.


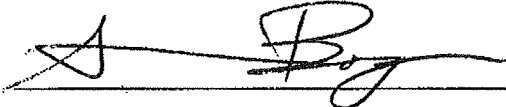
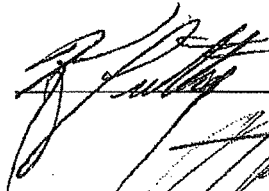
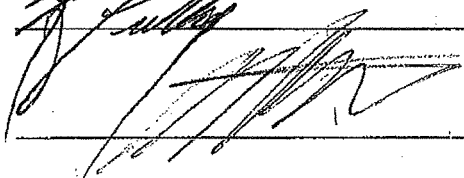
**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
BOARD RESOLUTION**

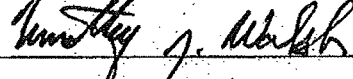
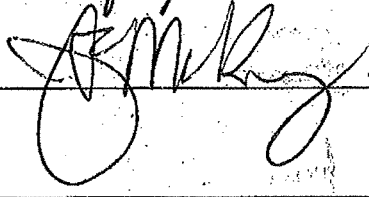
WHEREAS, the Property within Sixth Avenue West Estates is subject to the Master Declaration of Covenants, Conditions and Restrictions, recorded in the Jefferson County Clerk public records on March 3, 1983 at Reception Number 82088979.

WHEREAS, The Sixth Avenue West Estates is subject to the Colorado statutes in regard to installation of American Flags and Installation of Flag Poles.

NOW, THEREFORE: the Association adopts the following policy:

1. Installation of Flag Poles, for the sole purpose of displaying the American Flag, will be allowed, one per lot, not to exceed the height of the ridge line (roof) of the home. The pole will be set back from all property lines, the height of the pole. I.e. if the pole is 12 feet, it must be set back 12 feet from the property lines. The flag must be proportionate in size to the height of the flag pole, maximum size 3 feet x 5 feet. The flag pole must be anchored in concrete and be able to withstand 100 mph winds. In no event shall the height of the flag pole exceed 20 feet. Flags may also be attached to the side of a home.

Dated: Adopted at Regular Board Meeting dated May 3, 2006

**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
POLICY AND PROCEDURE
INVESTMENT OF RESERVE FUNDS**

Adopted October 4, 2006

The following policy and procedure has been adopted by the Mesa View Estates ("Association") pursuant to Colorado statutes, for the investment of the Association's reserve funds.

PURPOSE

The purpose of this policy is to institute proper guidelines for the ongoing management of the Association's investment of its reserve funds.

INVESTMENT OBJECTIVES

Reserve funds are for maintenance, repair and replacement of those items for which the Association is responsible and that must be periodically maintained, repaired or replaced. Reserve funds are to be invested in a manner that assures maximum safety and appropriate liquidity and, secondarily, maximizes yield within such constraints. The investment objectives are, in order of priority, as follows:

1. Preservation and safety of principle;
2. Liquidity to meet expected and unexpected expenditures; and
3. Maximization of yield.

INVESTMENT RESPONSIBILITIES

The Board of Directors has sole authority to approve and amend, alter or otherwise make changes to the investment policy. Any modifications of this policy shall be in writing and approved by the Board.

The Board shall have direct control with regard to opening appropriate bank accounts and establishing safekeeping accounts or other arrangements for the custody of securities and execute such documents as may be necessary. The Board may employ the service of a qualified investment advisor to direct a portion or all of the investment activities of the Association consistent with guidelines set forth in this investment policy.

The Board will monitor ongoing investment activities to ensure proper liquidity is being provided and that the investment strategy is consistent with the Association's objectives.

INVESTMENT GUIDELINES

A. Eligible Investments

The portfolio will be limited to the following investments:

1. Federally insured Certificates of Deposit (CD's);
2. Federally insured Money Market Deposit Accounts;
3. Federally insured Money Market Funds; and
4. U.S. Treasuries and U.S. Treasury Zero Coupon Bonds
5. Any deposit account that is insured by FDIC

B. Custodian

Investments will be held in custodial accounts with approved banks or financial institutions.

PROCEDURES

1. Transfers of budgeted additions to reserves shall be made as needed.
2. A report of earnings shall be prepared by management, financial advisor, or the treasurer and presented at a Board meeting;
3. Two Board member signatures must be required to withdraw funds from investment accounts. An exception may be made for transfers between accounts of the Association so long as both accounts require two Board member signatures for withdrawal of funds; and
4. In addition to any requirements provided by the Association's governing documents, the Association shall obtain coverage by fidelity insurance to protect the Association from loss due to theft by any person with access to its investments.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Mesa View Estates Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on October 4, 2006, and in witness thereof, the undersigned has subscribed his/her name.

MESA VIEW ESTATES

A Colorado non-profit corporation

By: _____



President

**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
POLICY AND PROCEDURE
CONDUCT OF MEETINGS**

Adopted February 7, 2007

The following policy and procedure has been adopted by the Mesa View Estates Master Association ("Association") pursuant to Colorado statutes, for conduct of meetings.

MEMBER MEETINGS

1. Meetings of the Members shall be held at such times and locations as may be provided in the Association's governing documents or by applicable Colorado statutes, but at least once annually.
2. Notice of Members meetings shall be distributed as may be provided in the Association's governing documents or by applicable Colorado statutes.
3. The Association's Board of Directors shall determine the agendas for Member meetings, subject to any requirements in the Association's governing documents, and distribute such agendas with notices of the meetings.
4. The President of the Association's Board of Directors or such person as may be designated by the Board, shall chair Member meetings.
5. Any person not in compliance with the following rules of conduct, may be ejected from the meeting:
 - a. No one may speak until called upon by the chairperson to do so;
 - b. Only one person may speak at a time;
 - c. Personal attacks or abusive language will not be tolerated; and
 - d. Only the chairperson may interrupt a speaker and then only for purposes of limiting the time of discussion or due to personal attacks or abusive language.
6. Secret ballots will be used when requested by at least twenty (20%) percent of the owners present at a meeting in person or represented by proxy, if a quorum has been achieved, when voting on issues other than the election of directors. Secret ballots must be used in the election of directors.
7. Ballots shall be counted by a neutral third party, or by a committee of volunteers. Such volunteers shall be unit owners who are selected or appointed at an open meeting by the person presiding over the meeting. The volunteers shall not be Board members.

8. Proxies that are obtained through misrepresentation or perceived fraud may be deemed to be invalid. The Board has the right to reject the proxy, vote, waiver or consent if they have reasonable doubt about the signature or authority.
9. Unless otherwise provided by the Association's governing documents or by applicable Colorado statutes, the affirmative vote required for the election of Directors shall be the candidates receiving the largest number of votes. Unless otherwise provided by the Association's governing documents or by applicable Colorado statutes, the affirmative vote required for the passage of any other matter put before the assembly for a vote shall be fifty one percent (51%) of those voting.
10. All owners have the right to attend association meetings, except for executive sessions as allowed under the law. Owners may also designate a representative to attend for them if designated in writing. Owners will be allowed to speak at all owners' meetings.

BOARD MEETINGS

1. Meeting of the Board of Directors shall be held at such times and locations as may be provided in the Association's governing documents or by applicable Colorado statutes.
2. Notice of Board of Directors Meetings shall be distributed as may be provided in the Association's governing documents or by applicable Colorado statutes.
3. The Board members or Managing Agent may create agendas for Board meetings, but are not required to do so. To the extent that an agenda is created for a Board meeting, it shall be provided to owners requesting a copy of the same.
4. The President of the Association's Board of Directors or other such person as may be designated by the Board, shall preside over Board meetings.
5. Notwithstanding paragraph 3 above, the first item of Board Meetings shall be "Homeowner's Forum", conducted as follows:
 - a. Owners will be allowed to speak at board meetings under the following conditions: (1.) if allowed by a majority of the board of directors; or (2.) before a board of directors' action or vote.
 - b. There will be a list at a sign in table for persons to enter their names if they wish to speak at this meeting;
 - c. Only those persons who have listed their names on the list of speakers shall speak;
 - d. Speakers will be called upon to speak in the same order in which they entered their names;
 - e. No one may speak until called upon by the chairperson to do so;
 - f. Only one person may speak at a time;

- g. The Board may limit the pro and con discussion to one speaker for any given issue;
 - h. Each person shall have three (3) minutes to speak;
 - i. Personal attacks or abusive language will not be tolerated; and
 - j. Only the chairperson may interrupt a speaker for and then only for purposes of limiting the time of discussion or due to personal attacks or abusive language
- 6. For each matter upon which the Board anticipates taking action, a motion must be made stating the proposed action, followed by discussion. Owners who are not Board members may not participate in such discussion unless requested by the majority of the Board to do so.
- 7. At the conclusion of discussion, but prior to vote on the Motion by Board members, any owner may request to be heard on the matter discussed. Notwithstanding the previous statement, no more than one person in favor of the Motion and one person opposed to the Motion shall be heard.
- 8. Board meetings shall be open to attendance by all members of the Association or by their representatives.
- 9. The members of the Board may hold a closed door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:
 - a. Matters pertaining to employees of the Association or Managing Agent's contract or involving employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
 - b. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged and confidential between attorney and client;
 - c. Investigative proceedings concerning possible or actual criminal misconduct;
 - d. Any matter of the disclosure of which would constitute unwarranted invasion of personal privacy; and
 - e. Review of or discussion relating to any written or oral communication from legal counsel.
- 10. Prior to holding a closed door session, the President of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above.
- 11. No rule or regulation may be adopted during a closed door session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into a regular session following a closed session.
- 12. The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general discussion matter of the executive session.

PRESIDENT'S

CERTIFICATION:

The undersigned, being the President of the MESA VIEW Estates Master Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on February 7, 2007, and in witness thereof, the undersigned has subscribed his/her name.

MESA VIEW ESTATES

A Colorado non-profit corporation

By: ROSENZ KUNZE President

**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
POLICY AND PROCEDURE
RESERVE PLAN**

Adopted February 7, 2007

The following policy and procedure has been adopted by the Mesa View Estates ("Association"), pursuant to Colorado statutes, regarding the Association's procedure relevant to reserve studies.

PURPOSE

The purpose of this policy is to provide notice to owners of the Association's reserve study for the portions of the community maintained, repaired, replaced and improved by the Association.

POLICY AND PROCEDURE

1. The Association currently has a 25 Year Reserve Plan in place that identifies those portions of the community that are maintained, repaired, replaced and improved by the Association. The Association will review and revise its Reserve Plan as needed, but not less than once every 5 years.
2. The Reserve Plan identifies an annual contribution requirement necessary to fund the Plan and the Association will include the appropriate contribution in its annual budget. So long as financially feasible, the Association will contribute to its reserve funds a portion of the collected monthly assessments sufficient to fund the Reserve Plan. Transfers from the Association's general fund to the reserve fund will occur not less than once annually.
3. The Reserve Plan is based on a physical analysis of those items required to be maintained, repaired, replaced and improved by the Association, as well as a financial analysis of the amount projected to be necessary to complete such work.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Mesa View Estates, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on February 7, 2007, and in witness thereof, the undersigned has subscribed his/her name.

MESA VIEW ESTATES,
a Colorado non-profit corporation

By: _____

President

**SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION
POLICY AND PROCEDURE
ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES**

Adopted February 7, 2007

The following policy and procedure has been adopted by the Sixth Avenue West Estates Master Association ("Association") pursuant to Colorado statutes, for adoption and amendment of policies, procedures and rules.

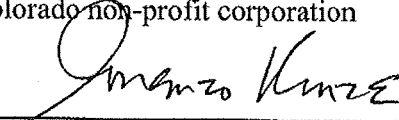
1. Adoption or amendment of any policy, procedure or rule shall be performed only at a meeting of the Board of Directors open to all Members or their representatives.
2. The Board members shall consider the following criteria when adopting or amending a policy, procedure or rule:
 - a. Reasonableness and necessity;
 - b. Impact does not create separate groups of Members;
 - c. Clear and unambiguous;
 - d. Reasonably relates to the preservation, protection and enhancement of property values; and
 - e. Consistent with the Association's governing documents and applicable federal, state, and local statutes or regulations.
3. Adoption or amendment of any policy, procedure, or rule and regulation requires an affirmative vote of a majority of Board members in attendance at the meeting.
4. Any policy, procedure, or rules and regulations shall be effective fifteen days after delivery of notice of the adoption or amendment of any policy, procedure, or rule and regulation, in writing to each Member.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Sixth Avenue West Estates Master Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, and in witness thereof, the undersigned has subscribed his/her name.

**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION,**
a Colorado non-profit corporation

By: _____



President

**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
POLICY AND PROCEDURE
INSPECTION AND COPYING OF ASSOCIATION RECORDS**

Effective as of February 6, 2013

The following policy and procedure has been adopted by the Mesa View Estates ("Association") pursuant to Colorado statutes, at a meeting of the Board of Directors ("Board"). This policy and procedure supersedes and replaces any prior resolution or policy regarding the inspection and copying of Association Records.

1. Current Records. The following records, being the sole records of the Association for purposes of document retention and production to Owners, shall be kept at the Association's office or the office of its managing agent, if any:
 - a. An account for each Lot, which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each comes due, any other fees payable by the Owner as Assessments, the amounts paid on the account and the balance due;
 - b. An account for each Owner showing any other fees payable by the Owner;
 - c. A list of the names and addresses of all Members showing the number of votes each Lot is entitled to cast;
 - d. A list of the names, electronic mail addresses and physical mailing addresses of the current Directors and Officers;
 - e. Financial statements of the Association prepared for periods ending during the previous three years;
 - f. The current operating budget;
 - g. Current written contracts to which the Association is a party;
 - h. Detailed records of receipts and expenditures affecting the operation and administration of the Association, including settlement of claims for construction defect unless those settlements are, by their terms, required to be kept confidential;
 - i. Records of Board or committee actions to approve or deny design or architectural approval requests, excluding proprietary designs, architectural drawings or plans without consent of the legal owner of the designs, drawings or plans;
 - j. The most recent reserve study, if any;
 - k. A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;
 - l. A record of insurance coverage provided for the benefit of Owners and the Association including company names, policy limits, policy deductibles, additional insureds, and expiration dates of the policies listed;
 - m. Tax returns for state and federal income taxation for the past seven years, to the extent available;
 - n. Minutes of all meetings of the Owners and Directors, a record of all actions taken

- by Owners or Directors without a meeting, and a record of all actions taken by an committee of the Board;
- o. Written communications among and the votes cast by Board members pursuant to the Association's Bylaws or applicable statutes that are directly related to an action taken by the Board without a meeting;
 - p. Ballots, proxies, and other records related to voting by Owners for one (1) year after the election, action or vote to which they relate;
 - q. Copies of at least the three most recent years' correspondence between the Association and Owners generally as Owners;
 - r. Copies of most recent annual corporate report and financial audit, if any; and
 - s. Copies of the most current versions of the Governing Documents, along with their exhibits and schedules, governance policies, and Board resolutions, if any.
2. Inspection of Association Books and Records by Members.
- a. A Member or his/her authorized agent is entitled to inspect and copy, at the Member's expense and during regular business hours at a reasonable location specified by the Association, any of the records of the Association (except as specifically limited or excluded by Section 4 below).
 - b. The Member must submit a written request, describing with reasonable particularity the records sought at least ten (10) days prior to inspection or production of the documents.
 - c. The Association may limit examination and copying times to normal business hours or the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days of the request.
3. Membership List. Without the consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person for:
- a. To solicit money or property unless such money or property will be used solely for the purpose of generating materials or holding meetings to solicit the votes of the Members in an election to be held by the Association;
 - b. Any commercial purpose; or
 - c. To be sold to or purchased by any person.
4. Exclusions. The following records and documents shall be kept confidential by the Association:
- a. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
 - b. Communications with legal counsel and all attorney created documents, including, but without limitation, memos, opinion letters, and draft documents prepared at

- the behest of the Board of Directors;
- c. Any documents that are confidential under constitutional, statutory or judicially imposed requirements;
 - d. Disclosure of information in violation of law;
 - e. Records of an Executive Session of the Board, including records that may give rise to an Executive Session of the Board;
 - f. Records of individual Lots other than those of the requesting Owner;
 - g. Personnel, salary, or medical records relating to a specific individual; or
 - h. Personal identification and account information of Members, including bank account information, telephone numbers, electronic email addresses, driver's license numbers, and social security numbers.
5. Copy and other Document Fees. The Association may impose a reasonable charge, covering the costs of labor and materials for copies of any documents the Association provides to a Member. The charge may not exceed the actual cost of production and reproduction of the records.

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

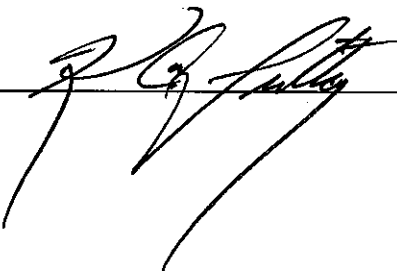
The Association is not obligated to compile or synthesize information.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Mesa View Estates, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on February 6 2013, and in witness thereof, the undersigned has subscribed his/her name.

MESA VIEW ESTATES,
a Colorado non-profit corporation

By: _____



President

**MESA VIEW ESTATES
COLLECTION POLICY AND PROCEDURE**

Adopted: March 19, 2019

The following policy and procedure has been adopted by the Mesa View Estates ("Association") pursuant to Colorado law, for collection of unpaid assessments. This policy and procedure supersedes and replaces any prior resolution or policy regarding collection of unpaid assessments.

1. Due Date. The annual assessment as determined by the Board and as allowed for in the Declaration and under Colorado law shall be due and payable in annual installments due on the first day of each year. Assessments or other charges not paid to the Association by the first day of March each year shall be considered past due and delinquent.

2. Late Charge and Interest Imposed. If an annual assessment is not paid by the first day of March each year, the Board may assess \$30.00 per month late charge and interest at 4% per annum may also be assessed on the outstanding or past due balance then due the Association.

3. Returned Check Charges. In addition to any and all charges imposed under the Declaration, Colorado law, or this policy, a twenty dollar (\$20.00) fee or lesser amount deemed appropriate by the Board shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever. Such returned check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner of the Lot for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Colorado law, Rules and Regulations or this policy. If two (2) or more of an Owner's checks are returned unpaid by the bank within any twelve (12) month period, the Association may require that all of the Owner's payments coming due within the next year be made by certified check or money order.

4. Delinquency Notification. After an assessment, or other charge due the Association, becomes delinquent, the Association, through its managing agent, shall send a notice to the Owner who is delinquent in payment specifying:

- a. The total amount due, with an accounting of how the total was determined;
- b. Whether the Owner is eligible to enter into a Payment Plan as provided in Section 5 below, the minimum terms of such Payment Plan, and instructions for who to contact to enter into a Payment Plan;

- c. The name and contact information to request a copy of the Owner's ledger to verify the amount due; and
- d. Including the following statement: "ACTION IS REQUIRED TO CURE THIS DELINQUENCY AND FAILURE TO DO SO WITHIN THIRTY (30) DAYS MAY RESULT IN YOUR DELINQUENT ACCOUNT BEING REFERRED TO THE ASSOCIATION'S ATTORNEY, A LAWSUIT BEING FILED AGAINST YOU, THE RECORDING AND FORECLOSURE OF A LIEN AGAINST THE LOT, OR OTHER REMEDIES AVAILABLE UNDER COLORADO LAW."

5. Payment Plans. Prior to referring a delinquent account to the Association's attorney, the Association must make and document a good faith effort to coordinate with the Owner of the Lot to set up a Payment Plan, which may be performed through its managing agent, unless the Owner has previously entered into a Payment Plan for this delinquency.

- a. The Payment Plan negotiated under this provision must allow the Owner to pay the delinquent amount in equal installments over at least six (6) months while remaining current with the annual assessments during that six (6) month period.
- b. Failure to make payment of an installment on the delinquent amount or to remain current with regular assessments as they come due during the six (6) month Payment Plan, constitutes a breach of the Payment Plan and the Association may proceed to refer the account to its attorney for collection action.
- c. No effort to negotiate a Payment Plan is required prior to referral of a delinquent account to the Association's attorney for any Lot which is not occupied by the Owner and was acquired as a result of default of a security interest encumbering the property, such as Public Trustee foreclosure or deed in lieu of foreclosure, or foreclosure of the Association's lien.

6. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand, and shall be charged as an assessment against the Owner's account.

7. Application for Payments made to the Association. All payments received on the account of any Owner shall be applied in the following order: 1) any and all attorney fees, legal fees and costs incurred for collection of assessments or for Owner's failure to comply with provisions of the Association's Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, including Hen fees, and any collection fees charged by the Association's managing agent; 2) fines, late charges and interest; 3) returned check charges, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Colorado law, Rules and Regulations, or this policy; and 4) assessments due or to become due with respect to each Owner.

8. Appointment of a Receiver. The Board may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments. A receiver is a disinterested person, appointed by the court who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent the waste and deterioration of the property.

9. Judicial Foreclosure. The Board may choose to foreclose on the Association's lien in lieu of or in addition to suing an Owner in county court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful in obtaining payment, or other circumstances favor such action.

- a. The Association may only foreclose if the balance owed and secured by its lien equals or exceeds six (6) months' of regular assessments under the Association's budget; and
- b. The Board has authorized the filing of foreclosure against the specific Lot by a recorded vote taken by any means allowed under its Bylaws and/or Colorado law.

10. Writs of Garnishment. At any time after obtaining a money judgment against an Owner, the Association, through its attorneys, may file Writs of Garnishment with the appropriate court to attach wages or assets for the benefit of the Association in payment against its judgment.

11. Waivers. The Association may modify these procedures as the Association determines appropriate under the particular circumstances. Any accommodation may be documented in the Association's files. Failure to require strict compliance with this policy is not deemed a waiver of the Association's right to require strict compliance and will not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this policy.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Mesa View Estates, a Colorado nonprofit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on the date stated above, and in witness thereof, the undersigned has subscribed his/her name.

MESA VIEW ESTATES,
a Colorado nonprofit corporation

By: 
Its: President

**SIXTH AVENUE WEST ESTATES
MASTER ASSOCIATION
BOARD MEMBER
CODE OF CONDUCT**

Effective as of 4-1-15

The Board of Directors of Mesa View Estates ("Association") has approved the following Code of Conduct for its members and all appointees to committees of the Board in order to ensure that they maintain a high standard of ethical conduct in the performance of the business of the Association and to ensure that residents maintain confidence in and respect for the Association's leadership.

The following principles and guidelines constitute the Code of Conduct:

1. Board members should:

- a. Strive at all times to serve the best interests of the Association as a whole regardless of their personal interests.
- b. Use sound judgment to make the best possible business decisions for the Association, taking into consideration all available information, circumstances and resources.
- c. Act within the boundaries of their authority as defined by law and the governing documents of the Association.
- d. Perform their duties without bias for or against any individual or group of owners or non-owner residents.
- e. Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the Association.
- f. Conduct open, fair and well-publicized elections.
- g. Always speak with one voice, supporting all duly-adopted Board decisions even if the Board member was in the minority regarding actions that may not have obtained unanimous consent.

2. Board members should not:

- a. Reveal confidential information provided by contractors or share information with those bidding for Association contracts unless specifically authorized by the Board.
- b. Make unauthorized promises to a contractor or bidder.
- c. Advocate or support any action or activity that violates a law or regulatory requirement.
- d. Use their positions or decision-making authority for personal gain or to seek advantage over another Owner or non-owner resident.
- e. Spend unauthorized Association funds.
- f. Misrepresent known facts in any issue involving Association business.

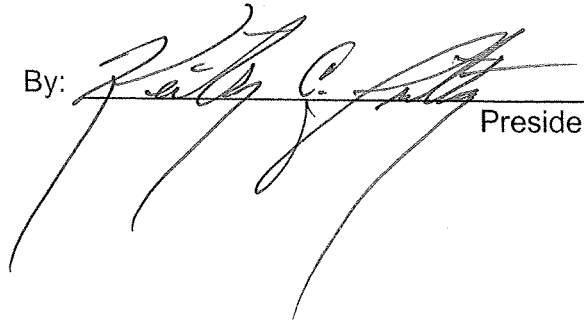
- g. Divulge personal information about any Association Owner, resident or employee that was obtained in the performance of Board duties.
- h. Make personal attacks on colleagues, staff or residents.
- i. Harass, threaten or attempt through any means to control or instill fear in any Board member, Owner, resident, employee or contractor.
- j. Reveal to any Owner, resident or other third party the discussions, decisions and comments made at any meeting of the Board properly closed or held in executive session.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Sixth Avenue West Estates Master Association dba Mesa View Estates, a Colorado nonprofit corporation, certifies that the foregoing Code of Conduct was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 4/1/15, and in witness thereof, the undersigned has subscribed his/her name.

SIXTH AVENUE ESTATES MASTER ASSOCIATION
dba MESA VIEW ESTATES,
a Colorado nonprofit corporation

By: _____


President

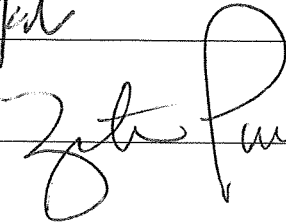
CONTRACT MANAGEMENT POLICY

1. Scope of Work: The Board shall discuss and determine the scope of work for all projects requiring a written contract. The management company shall prepare a written scope of work based upon the Board's specifications for all projects reasonably expected to be in excess of \$2,500. The management company shall provide the written scope of work to the Board prior to sending it to any proposed vendors. The scope of work may be verbal or in writing for any projects under \$2,500. The Board, through the management company, may set dates for bid submission or completion depending upon the project.
2. Bids: The management company will provide the scope of work to proposed vendors and obtain bids for the project in a timely manner. The timing will depend on the scope of the project and instruction from the Board. Where reasonably possible, the Board may request at least two bids for projects under \$2,500, and at least three bids for projects over \$2,500. These are not mandatory minimum bid numbers but rather advisory and may be increased or decreased at the discretion of the Board. If any conflict of interest exists with any vendor submitting a bid and the management company, the management company shall disclose it prior to requesting bids from that vendor, and have that vendor submit their proposal first to the President, Treasurer or other designated Board member. Once received, all other contractors shall be contacted to submit their bid to property manager.
3. Selection: The Board shall determine by vote which contractor to hire based upon the information obtained by the management company. The Board may independently gather information as well. This may include the following: request further information, request a personal presentation, call references, call the contractor, and conduct its own internet searches for each contractor. The Board may also request the HOA attorney review the bids and contracts.
4. Oversight: The management company will report on the status of each project at each Board meeting until completion. Any changes in scope of work need to be brought to the Board's attention at the earliest time possible. If due dates are incorporated by the Board, the management company will monitor these dates and compliance. The management company will inspect and ensure that the project is completed pursuant to the contract before authorizing final payment on any contract.
5. Emergency: All requirements above may be waived if the Board reasonably believes an emergency repair or mitigation of damage is required.
6. Supersede: This Contract Management Policy supersedes all others previously adopted by the Board and Mesa View Estates HOA.

The undersigned, respectively being President and Secretary of the Mesa View Estates Homeowners Association, Inc. a Colorado nonprofit corporation, certify that the foregoing Resolution was approved and adopted by the Board of Directors at a duly called meeting of the Board on August 20, 2019, and in witness thereof, the undersigned have subscribed their names.

Mesa View Estates Homeowners Association, Inc. a
Colorado nonprofit corporation.

By: 
President

Attest: 
Secretary

**Resolution
Of The
Board of Directors
Confirming The Establishment Of The
Architectural Review Committee
For The
Sixth Avenue West Estates Master Association**

ESTABLISHMENT AND TERMINATION: The Architectural review Committee ("Committee or ARC") was established by and at the direction of the Board of Directors. ("Board"). The Committee is a Committee of the association so long as the Board of Directors determines.

PURPOSE OF THE COMMITTEE: The purpose of the ARC is to assist the Board of Directors and the President and will be charged with the review and approval or denial, in the first instance, of requests for exterior modifications to homes within Mesa View Estates. Further procedures outlined in Article 6 of the Amended and Restated Declaration dated October 10, 2004 govern the activities of the Architectural Review Committee. In addition, the Board may ask the Architectural Review Committee to consider certain questions of aesthetics for the neighborhood as a whole. The ARC does have authority to implement the existing guidelines as approved by the Board at any given time subject to the appeals process set for in Article 6 of the Amended and Restated Declarations. The Association acts through the Board of Directors and Officers, except on matters reserved to the members of the Association. Final decision-making authority on all affairs of the Mesa View Estates Association is retained by the Board of Directors. In no event shall the Board of Directors or President be required to follow or employ any of the Committee's recommendations or requests.

The authority of the establishment of the Committee is based on delegation from the Board of Directors and the President, and based on provisions in the Declaration and Bylaws.

VOTING OF COMMITTEE MEMBERS: Each Committee Member has 1 vote. Committee Members may vote in person or by email on all items placed before the Committee. The Board liaison will be a nonvoting member of the Committee.

NOTICE AND LOCATION OF MEETINGS AND OPEN MEETINGS OF THE COMMITTEE: Written notice of each meeting in the Committee shall be posted on the Mesa View Estates website, or at the direction of, the Manager of the Association, the Secretary of the Association, or the Committee Chair. The notice should specify the place, day, and hour of the meeting. All meetings of the Committee shall be held in the buildings of the Community or at such other location within, or convenient to, the Community, as may be fixed by the Committee. Meetings may also be held by conference call or electronic means, if necessary.

OPEN MEETINGS OF THE COMMITTEE: All meetings of the Committee shall be open to attendance by Members of the Association or their designated representatives, as provided by applicable Colorado law.

APPOINTMENT AND QUALIFICATIONS OF COMMITTEE MEMBERS: Members of the Committee shall be appointed by the majority of the Board of Directors and must be in good standing with the Association. Members of the Committee must also be Owners or designated representatives of Owners in the Mesa View Estates Community and must meet the qualifications set forth in the current Bylaws Section 5.1 to serve on a Committee.

COMMITTEE STRUCTURE: The Committee shall have the following structure:

- Chairperson. A Chairperson shall be appointed by the Board of Directors for a 1 year term. The Chairperson shall preside and facilitate each Committee meeting. The Chairperson may delegate his/her duties as needed.
- Terms of office. The terms of office of any Committee Chairperson or Member shall be for 2 years.
- Size. The Committee will consist of (up to a max of) 7 members as appointed by the Board of Directors.
- Revenues and Expenses. The Committee does not have income or revenue of its own, and is without authority to incur expenses on behalf of the Association, except, cooperatively and by delegation or approval of the Board of Directors or the President in writing.
- Minutes. Minutes of meetings of the Committee are not required to be kept however, the Board of Directors asks that an informational written summary of topics and actions taken be sent to the Board liaison and management company representative for each committee meetings. If the Committee is meeting jointly with the Board of Directors, the Association's management agent, if present, or, a designated recording secretary is to keep minutes.

DUTY OF CARE: Each Member of the Committee shall discharge the Members duties as a Committee Members as follows:

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

DUTY OF LOYALTY: Each Member of the Committee has the following duties of loyalty:

- a. To avoid conflicts of interest
- b. To avoid use of their position or information about the association or Community to gain personal advantage

RESIGNATION: Any Committee Member may resign at any time by giving written notice to the president, to the Secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of the resignation shall not be necessary to make the resignation effective.

REMOVAL OF COMMITTEE MEMBERS: Committee Members may be removed by the Board of Directors.

VACANCIES: Vacancies on the Committee (caused by transfer of ownership of a unit or by resignation) may be filled by appointment by the Board. Each person so appointed shall be a Committee Member who shall serve for the remainder of the unexpired term.

COMPENSATION: No Committee member shall receive compensation for any service they may render as a Committee Member to the Association. However, any Committee Member may be reimbursed for actual reasonable expenses incurred in a performance of association duties with prior written approval by the board.

OBLIGATION TO INDEMNIFY: The Association shall indemnify each member of the Committee, whether currently serving or having previously served, to the same extent as Board Members and Officers of the Association are indemnified.

AMENDMENT OF THIS CHAPTER: The Chapter shall be amended by the affirmative vote of a majority of the Board of Directors.

*This undersigned certifies that this resolution was adopted on 10-5,
20 16.*

By the Board of Directors

By: Kristin Dale

Name: Kristin Dale

Title: President

SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION POLICY FOR APPROVAL OF ROOFING

Originally Adopted October 2010

Amended September 2016

The following policy was adopted by the MESA VIEW ESTATES ("Association") in 2010 to provide guidance to owners who desire to install new roofing on existing homes and in compliance with the Association's governing documents. In 2016 additional roofing products were added.

WHEREAS, Article 6, Architectural Committee, Section 6.1., "Required Approval," states that all residences require approval for any alternation or change to the roof of a residence or to any structure, and whereas the Association wishes to preserve the upscale character of the neighborhood and ensure compliance with all applicable building codes, which have been updated since most of the roofs in the community were first installed, the Association adopts the following policy:

Upon submission from a member of the Association, the Architectural Review Committee ("ARC") will consider installation or replacement of roof materials that are either slate, tile, shakes or products that give the appearance of slate, tile, or shake shingles, specifically the asphalt dimensional shingles and metal, concrete or synthetic shingle roofing products listed below. Products must carry a minimum of 50 year limited warranty, with a strong preference for "Lifetime" if such products with a similar appearance are available within the same manufacturer's product line. Products that are not slate, tile, or shake shingle must have a visible thickness and appearance comparable to those materials. Products must meet a standard of 110 mile per hour minimum wind resistances or Jefferson County Code, whichever is more restrictive at the time of application. No partial roof replacements are allowed. Repairs of 10% or less of a roof's square footage area are permitted.

The approved colors are specific to the individual products, as listed below. Red, yellow, blue, green, white, light gray, or other light colors are not permitted. Additional dark brown, dark gray, or black colors that are as dark or darker than those listed below may be approved at the ARC's discretion. The homeowner may be asked to provide technical data or a roof sample with their ARC request form for approval.

High profile ridges are required if available, such as Certainteed Mountain Ridge or GAF Ridglass. Ridge and Starters should meet the manufacturer's guidelines for the approved product. All products must be installed per manufacturer's guidelines.

Roof vents, roof jacks, and valleys should be painted the color closest to the roof color when installing a new roof. Visible flashing should match as best as possible the color of the adjacent material (roof or trim). Note that additional tips and recommendations are available on the Mesa View website to help you have the most trouble free roof installation.

While this approved list is compiled of what we believe to be the best materials in their respective categories at this time, the HOA is not guaranteeing any material and homeowners should recognize that natural events of extreme nature can cause damage to any roof regardless of rating, naming or insurance incentives. The ARC will consider approving additional roofing products that meet the criteria stated above and may add new materials to the Product List from time to time.

President's Certification:

The undersigned, being the President of MESA VIEW ESTATES, a Colorado non-profit corporation, certifies that the foregoing policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on September 16, 2016 in witness thereof, the undersigned has subscribed his/her name.

Mesa View Estates
Colorado non-profit corporation

By: Krish Dada President Date: 10/18/16

Product	Approved Colors
Certainteed Presidential Shake TL	Weathered Wood , Shadow Gray, Autumn Blend, Charcoal Black, Aged Bark
Certainteed Presidential Shake IR	Weathered Wood, Autumn Blend, Shadow Gray, Classic Weathered Wood
Certainteed Landmark TL	Weathered Wood, Burnt Sienna, Cumberland, Moiré Black.
GAF Glenwood	Autumn Harvest, Weathered Wood, Dusky Gray
GAF Grand Canyon	Black Oak, Stone Wood, Mission Brown.
GAF Grand Sequoia	Autumn Brown, Charcoal, Mesa Brown, Weathered Wood
GAF Grand Sequoia IR	Adobe Sunset, Charcoal, Dusky Gray, Weathered Wood
Decra Tile or Shake, Concrete Tiles, Clay Tiles	Charcoal, Granite Gray, Shadow wood, Chestnut, Weathered Timber, Terra Cota
Malarkey Windsor XL	Weathered Wood, Antique Brown, Strom Gray, Midnight Black
CeDur Shake	Gray, Chocolate Brown

**Weathered Wood
no longer available
12-2016
Country Gray is
replacement color.**

**RESOLUTION OF THE
SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION
d/b/a MESA VIEW ESTATES**

SUBJECT AND

PURPOSE:

Regular meetings of the Board of Directors shall be held at such time, place and hour as may be fixed by the Board.

EFFECTIVE

DATE:

January 1, 2017.

WHEREAS, Sections 6.1 of the Bylaws grants authority to the Board of Directors to set schedule of regular Board meetings.

NOW, THEREFORE, BE IT RESOLVED the regular meetings of the Board of Directors shall be held on the third Wednesday of each month at 5:00 p.m. during the months January through November 2017.

CERTIFICATION:

The undersigned, respectively being the President and Secretary of the Mesa View Estates Homeowners Association, Inc., a Colorado nonprofit corporation, certify that the foregoing Resolution was approved and adopted by the Board of Directors at a duly called and held meeting of the Board on January 8, 2017, and in witness thereof, the undersigned have subscribed their names.

**MESA VIEW ESTATES HOMEOWNERS
ASSOCIATION, INC.,**

a Colorado nonprofit corporation,

By: _____
President

Bush Dale

Attest: _____
Secretary

[Signature]

**Resolution
Of The
Board Of Directors
Confirming The Establishment Of The
Walls/Assets Review Committee
For The
Sixth Avenue West Estates Master Association**

ESTABLISHMENT AND TERMINATION: The Walls/Assets Review Committee (“Committee”) was established by and at the direction of the Board of Directors. The Committee is an ad hoc committee of the Association so long as the Board of Directors determines.

PURPOSE OF THE COMMITTEE: The purpose of the Committee is to assist the Board of Directors and the President with updating information for our future Reserve Study and to make recommendations regarding configuration and types of walls/fences within the HOA. This is to include:

- Identifying walls/fences that could be removed and/or replaced with alternate lower maintenance solutions
- Categorizing and prioritizing all sections of wall/ fence for a maintenance and replacement schedule which would include remaining life and scheduled replacement/maintenance dates for next 10? years (does not include emergency repairs as a result of accidents)
- Develop repair specifications for each category of wall/fence
- Developing costs for replacement of each category of wall
- Update expected remaining life of the existing walls to be maintained.

The Committee does not have authority to act on its own. The Association acts through the Board of Directors and Officers, except on matters reserved to the members of the Association. Final decision making authority on all affairs of the Board of Directors is retained by the Board of Directors. In no event shall the Board of Directors or President be required to follow or employ any of the Committee’s recommendations or requests.

The authority for the establishment of the Committee is based on delegation from the Board of Directors and the President, and based on provisions in the Declaration and Bylaws.

VOTING OF COMMITTEE MEMBERS: Each Committee Member has 1 vote. Committee Members may vote in person or by email on all items placed before the Committee.

NOTICE AND LOCATION OF MEETINGS AND OPEN MEETINGS OF THE COMMITTEE: Written notice of each meeting of the Committee shall be posted to the Mesa View Estates website by, or at the direction of, the Manager of the Association, the Secretary of the Association, or the Committee Chair. The notice shall specify the place, day, and hour of the

meeting. All meetings of the Committee shall be held in the buildings of the Community or at such other location within, or convenient to, the Community, as may be fixed by the Committee. Meetings may also be held by conference call or electronic means, if necessary.

OPEN MEETINGS OF THE COMMITTEE: All meetings of the Committee shall be open to attendance by Members of the Association or their designated representatives, as provided by applicable Colorado law.

APPOINTMENT AND QUALIFICATIONS OF COMMITTEE MEMBERS: Members of the Committee shall be appointed by a majority of the Board of Directors and must be in good standing with the Association. Members of the Committee must also be Owners or designated representatives of Owners in the Mesa View Estates Community and must meet the qualifications set forth in the Bylaws Section 5.1 to serve on a committee.

COMMITTEE STRUCTURE: The Committee shall have the following structure:

- Chairperson. A Chairperson shall be appointed by the Board of Directors. The chairperson shall preside and facilitate each committee meeting. The Chairperson may delegate his/her duties as needed.
- Terms of Office. The terms of office of any Committee chairperson or member shall be for 1 year or as long as the committee exists.
- Size. The Committee will consist of such number of members as appointed by the Board of Directors.
- Revenues and Expenses. The Committee does not have income or revenues of its own, and is without authority to incur expenses on behalf of the Association, except, cooperatively and by delegation or approval of the Board of Directors or the President.
- Minutes. Minutes of meetings of the Committee are not required to be kept however, the Board of Directors asks that an informal written summary of topics and actions taken be sent to the Board liaison for each committee meetings. If the Committee is meeting jointly with the Board of Directors, the Association's managing agent, if present, or, a designated recording secretary is to keep minutes.

DUTY OF CARE: Each Member of the Committee shall discharge the Member's duties as a Committee Member as follows:

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

DUTY OF LOYALTY: Each Member of the Committee has the following duties of loyalty:

- a. To avoid conflicts of interest

- b. To avoid use of their position or information about the Association or Community to gain personal advantage

RESIGNATION: Any Committee Member may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

REMOVAL OF COMMITTEE MEMBERS: Committee Members may be removed by the Board of Directors.

VACANCIES: Vacancies on the Committee (caused by transfer of ownership of a Unit or by resignation) may be filled by appointment by the Board. Each person so appointed shall be a Committee Member who shall serve for the remainder of the unexpired term.

COMPENSATION: No Committee Member shall receive compensation for any service they may render as a Committee Member to the Association. However, any Committee Member may be reimbursed for actual reasonable expenses incurred in the performance of Association duties.

OBLIGATION TO INDEMNIFY: The Association shall indemnify each member of the Committee, whether currently serving or having previously served, to the same extent as Board Members and Officers of the Association are indemnified.

AMENDMENT OF THIS CHARTER: This Charter may be amended by the affirmative vote of a majority of the Board of Directors.

INITIAL ELECTED COMMITTEE MEMBERS: The following are the Committee Members, elected by the Members of the Association:

- | | |
|---------------------|----------------|
| 1. Rex Hughes | 3. Gary Thomas |
| 2. Charlie Ransdell | 4. Bruno Lutz |

The undersigned certifies that this resolution was adopted on July 19, 2017, 20 17.

By the Board of Directors

By: Willis R. Dyap
Name: Willis R. Dyap
Title: Executive V.P.

**Resolution
Of The
Board of Directors
Confirming the Establishment Of The
Finance Committee
For The
Sixth Avenue West Estates Master Association**

ESTABLISHMENT AND TERMINATION: The Finance Committee (“Committee”) was established by and at the direction of the Board of Directors. The Committee is a standing committee of the Association so long as the Board of Directors determines.

PURPOSE OF THE COMMITTEE: The purpose of the Committee is to assist the Board of Directors and the President with reviewing the financial statements, budgets and other financial issues. This is to include:

- Involvement with the budgeting process, including but not limited to
 - Work with the management company to prepare each year’s budget prior to presentation to the Board for discussion and approval.
 - Review the monthly results compared to budget.
- Review the Associations tax returns and audits, including but not limited to
 - Annual review of these statements
 - Meet with the Association’s accountants as necessary.
- Refine the Association’s financial practices and processes, including but not limited to
 - Investments
- Recommend when, where and the maturity of the Association’s investments.
 - Presentation of Association’s financial statements. Review internal controls
 - Provide recommendations to the Board on financial issues

The Committee does not have authority to act on its own. The Association acts through the Board of Directors and Officers, except on matters reserved to the members of the Association. Final decision-making authority on all issues is retained by the Board of Directors. In no event shall the Board of Directors or President be required to follow or employ any of the Committee’s recommendations or requests.

The authority for the establishment of the Committee is based on delegation from the Board of Directors and the President, and based on provisions in the Declaration and Bylaws.

VOTING OF COMMITTEE MEMBERS: Each Committee Member has 1 vote. Committee Members may vote in person or by email on all items placed before the Committee.

NOTICE AND LOCATION OF MEETINGS AND OPEN MEETINGS OF THE COMMITTEE: Written notice of each meeting of the Committee shall be posted to the Mesa View Estates website by, or at the direction of, the Manager of the Association, the Secretary of

the Association, or the Committee Chair. The notice shall specify the place, day, and hour of the meeting. All meetings of the Committee shall be held in the buildings of the Community or at such other location within, or convenient to, the Community, as may be fixed by the Committee. Meetings may also be held by conference call or electronic means, if necessary.

OPEN MEETINGS OF THE COMMITTEE: All meetings of the Committee shall be open to attendance by Members of the Association or their designated representatives, as provided by applicable Colorado law.

APPOINTMENT AND QUALIFICATIONS OF COMMITTEE MEMBERS: Members of the Committee shall be appointed by a majority of the Board of Directors and must be in good standing with the Association. Members of the Committee must also be Owners in the Mesa View Estates Community, must have some financial experience and must meet the qualifications set forth in the Bylaws Section 5.1 to serve on a committee.

COMMITTEE STRUCTURE: The Committee shall have the following structure:

- Chairperson. A Chairperson shall be appointed by the Board of Directors. The chairperson shall preside and facilitate each committee meeting. The Chairperson may delegate his/her duties as needed.
- Terms of Office. The terms of office of any Committee chairperson or member shall be for 1 year.
- Size. The Committee will consist of such number of members as appointed by the Board of Directors.
- Revenues and Expenses. The Committee does not have income or revenues of its own, and is without authority to incur expenses on behalf of the Association, except, cooperatively and by delegation or approval of the Board of Directors or the President.
- Minutes. Minutes of meetings of the Committee are not required to be kept however, the Board of Directors asks that an informal written summary of topics and actions taken be sent to the Treasurer for each committee meeting. If the Committee is meeting jointly with the Board of Directors, the Association's managing agent, if present, or, a designated recording secretary is to keep minutes.

DUTY OF CARE: Each Member of the Committee shall discharge the Member's duties as a Committee Member as follows:

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

DUTY OF LOYALTY: Each Member of the Committee has the following duties of loyalty:

- a. To avoid conflicts of interest

- b. To avoid use of their position or information about the Association or Community to gain personal advantage

RESIGNATION: Any Committee Member may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

REMOVAL OF COMMITTEE MEMBERS: Committee Members may be removed by the Board of Directors.

VACANCIES: Vacancies on the Committee (caused by transfer of ownership of a Unit or by resignation) may be filled by appointment by the Board. Each person so appointed shall be a Committee Member who shall serve for the remainder of the unexpired term.

COMPENSATION: No Committee Member shall receive compensation for any service they may render as a Committee Member to the Association. However, any Committee Member may be reimbursed for actual reasonable expenses incurred in the performance of Association duties.

OBLIGATION TO INDEMNIFY: The Association shall indemnify each member of the Committee, whether currently serving or having previously served, to the same extent as Board Members and Officers of the Association are indemnified.

AMENDMENT OF THIS CHARTER: This Charter may be amended by the affirmative vote of a majority of the Board of Directors.

INITIAL APPOINTED COMMITTEE MEMBERS: The following are the Committee Members, appointed by the Board of the Association:

- | | |
|------------------------------|----------------|
| 1. The current HOA Treasurer | 3. Herb Dotter |
| 2. Rex Hughes | 4. |

The undersigned certifies that this resolution was adopted on August 16, 2017, 20__.

By the Board of Directors

By: Kush Dale

Name: Kristin Dale

Title: President

**Resolution
Of The
Board Of Directors
Confirming The Establishment Of The
Social and Communications Committee
For The
Sixth Avenue West Estates Master Association**

ESTABLISHMENT AND TERMINATION: The Social and Communications Committee ("Committee") was established by and at the direction of the Board of Directors. ("Board"). The Committee is a committee of the Mesa View Estates Master Association ("Association") so long as the Board of Directors determines.

PURPOSE OF THE COMMITTEE: The purpose of the Committee is to assist the Board of Directors with the planning, content, budget and execution of Association social events. The Committee will also help with the communications between the Board and the homeowner, including a central collection point for events, including the content of the community letter, website content and new resident outreach. The Committee does not have authority to act on its own. The Association acts through the Board of Directors and Officers, except on matters reserved to the members of the Association. Final decision-making authority on all affairs of the Association is retained by the Board of Directors. In no event shall the Board of Directors or President be required to follow or employ any of the Committee's recommendations or requests.

The authority for the establishment of the Committee is based on delegation from the Board of Directors and the President, and based on provisions in the Declaration and Bylaws.

VOTING OF COMMITTEE MEMBERS: Each Committee Member has 1 vote. Committee Members may vote in person or by email on all items placed before the Committee. The Board liaison will be a nonvoting member of the committee.

NOTICE AND LOCATION OF MEETINGS AND OPEN MEETINGS OF THE COMMITTEE: Written notice of each meeting of the Committee shall be posted to the Mesa View Estates website by, or at the direction of, the Manager of the Association, the Secretary of the Association, or the Committee Chair. The notice shall specify the place, day, and hour of the meeting. All meetings of the Committee shall be held in the buildings of the Community or at such other location within, or convenient to, the Community, as may be fixed by the Committee. Meetings may also be held by conference call or electronic means, if necessary.

OPEN MEETINGS OF THE COMMITTEE: All meetings of the Committee shall be open to attendance by Members of the Association or their designated representatives, as provided by applicable Colorado law.

APPOINTMENT AND QUALIFICATIONS OF COMMITTEE MEMBERS: Members of the Committee shall be appointed by a majority of the Board of Directors and must be in good

standing with the Association. Members of the Committee must also be Owners or designated representatives of Owners in the Mesa View Estates Community and must meet the qualifications set forth in the Bylaws Section 5.1 to serve on a committee.

COMMITTEE STRUCTURE: The Committee shall have the following structure:

- Chairperson. A Chairperson shall be appointed by the Board of Directors. The chairperson shall preside and facilitate each committee meeting. The Chairperson may delegate his/her duties as needed.
- Terms of Office. The terms of office of any Committee chairperson or member shall be for 1 year.
- Size. The Committee will consist of such number of members as appointed by the Board of Directors.
- Revenues and Expenses. The Committee does not have income or revenues of its own, and is without authority to incur expenses on behalf of the Association, except, cooperatively and by delegation or approval of the Board of Directors or the President.
- Minutes. Minutes of meetings of the Committee are not required to be kept however, the Board of Directors asks that an informal written summary of topics and actions taken be sent to the Board liaison and management company representative for each committee meetings. If the Committee is meeting jointly with the Board of Directors, the Association's managing agent, if present, or, a designated recording secretary is to keep minutes.

DUTY OF CARE: Each Member of the Committee shall discharge the Member's duties as a Committee Member as follows:

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

DUTY OF LOYALTY: Each Member of the Committee has the following duties of loyalty:

- a. To avoid conflicts of interest
- b. To avoid use of their position or information about the Association or Community to gain personal advantage

RESIGNATION: Any Committee Member may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

REMOVAL OF COMMITTEE MEMBERS: Committee Members may be removed by the Board of Directors.

VACANCIES: Vacancies on the Committee (caused by transfer of ownership of a Unit or by resignation) may be filled by appointment by the Board. Each person so appointed shall be a Committee Member who shall serve for the remainder of the unexpired term.

COMPENSATION: No Committee Member shall receive compensation for any service they may render as a Committee Member to the Association. However, any Committee Member may be reimbursed for actual reasonable expenses incurred in the performance of Association duties with prior written approval by the Board.

OBLIGATION TO INDEMNIFY: The Association shall indemnify each member of the Committee, whether currently serving or having previously served, to the same extent as Board Members and Officers of the Association are indemnified.

AMENDMENT OF THIS CHARTER: This Charter may be amended by the affirmative vote of a majority of the Board of Directors.

The undersigned certifies that this resolution was adopted on October 18, 2017.

By the Board of Directors

By: Kristin Dale

Name: Kristin L. Dale

Title: President

SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION

**POLICIES AND PROCEDURES FOR ASSOCIATION ENFORCEMENT
OF
THE DECLARATION, BYLAWS, RULES AND
REGULATIONS OR ARCHITECTURAL GUIDELINES**

Adopted November 15, 2017

Effective December 15, 2017

These policies and procedures have been adopted by the Mesa View Estates Master Association ("Association") pursuant to Colorado statutes and the governing documents for the Community.

The purpose of these policies and procedures is to set forth enforcement guidelines of the Association for violations of the Community's governing documents.

1. Complaints.

Complaints regarding alleged violations may be reported by an Owner or resident, a group of Owners or residents, the Association's management company, Board members or a committee member.

Complaints by an Owner or resident must be in writing, to include email and be submitted to the Association in care of its managing agent.

The complaining Owner or resident must have observed the alleged violation and must identify the alleged violator or a location of the violation.

The complaining Owner or resident is to set forth a statement describing the alleged violation with specificity including dates, times and place where a violation is claimed to have occurred.

Verbal (non-written) complaints of Owners or residents or written complaints not including the required information may not be investigated or pursued by the Association.

The Association has no obligation to consider oral or anonymous complaints.

Complaints initiated by the Association's management company, Board member, or committee member may be made in writing, to include email or by other means deemed appropriate by the Board if such violation was observed by a Board member, management company representative or committee member.

2. Notice of Alleged Violation or Noncompliance to be given.

If a complaint is sufficient (as provided for above) then a notice of alleged violation of any provision of the governing documents is to be provided by the Association, to the applicable Owner.

This notice is to be provided as soon as reasonably practicable following receipt of a complaint. The Association may also, at its option, provide a copy of such Notice to any non-owner violator.

The Notice is to describe the nature of the violation or noncompliance, the deadline for correction, the fine that may be imposed, the right to request a hearing, and state that the Association may seek to protect its rights (if any fine is then being considered) as they are specified in the governing documents.

If the violation is a continuous violation, meaning one that continues and is uninterrupted by time, the notice may advise the violator that he/she will have a deadline from the date of the letter to come into compliance without further sanction.

3. Continued Violation After Initial Violation Letter.

If the alleged violator does not come into compliance as soon as practicable, but no later than the date set forth in the notice, and if the violation is a continuous one, such continued violation will be considered a subsequent violation.

Upon request by the alleged violator, a compliance letter can be issued by the management company to show the violation has been corrected.

In such a case, a subsequent violation may result in a fine letter providing notice and an opportunity for a hearing, and explaining that a fine that may be imposed for the continuous uncorrected violations.

4. Service of Notices.

The Association, through the management company, is to send any written notice of alleged violation of any provisions of the governing documents to the Owner by U.S. Mail, postage prepaid, addressed to the last registered address of the Owner.

If determined by the Association, the notice may also be sent to a non-owner resident and/or lessee as and if contained in the Association's records.

Any notice personally delivered or posted is acceptable and deemed received on the date of delivery or posting.

Any notice mailed is deemed received on the third day following the date of mailing.

5. Request for a Hearing.

If an Owner or recipient of a notice desires a hearing to challenge or contest any alleged violation and possible fine, they must request a hearing, in writing, to include email, within 10 days from receipt of the Notice or letter in which a fine is set forth or under consideration.

The request for hearing is to describe the grounds and basis for challenging the alleged violation.

If a hearing is not requested within the 10-day period, then the right to a hearing is deemed waived and the Board or person hearing the matter may determine if there was a violation.

6. Conduct of Hearings.

The Board or, if it determines, its designated agent, is to hear and decide cases set for hearing pursuant to the governing documents.

The Board may appoint an officer or other Owner or Owners to act as the Hearing and/or Presiding Officer at any of the hearings.

7. Conflicts among those acting as the hearing panel.

Any hearing panel member who is incapable of objective and disinterested consideration on any hearing before the Association is to disclose such to the President or hearing officers prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure must be made at the hearing.

Upon that disclosure that Board member is to be disqualified from all proceedings with regard to the hearing.

If disqualification of any member(s) results in an even number of remaining members eligible to hear a case, the President or the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing panel.

8. Hearings.

The hearing or Presiding officer is to inform the Owner or persons who requested the hearing of the scheduled time, place and date of the hearing, provided that the Presiding officer may grant continuances for good cause.

At the beginning of each hearing, the hearing or Presiding officer is to explain the rules, procedures and guidelines by which the hearing is to be conducted and may introduce the case by reading or summarizing any one or more of the notices given for the alleged violation or noncompliance.

The Association and the alleged violator accused may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements.

Neither the complaining parties nor the alleged violator are required to be in attendance at the hearing.

Any party may submit a letter to the hearing if he/she is unable to attend.

The decision from a hearing is to be based on the matters set forth in the notice reviewed by the Association, the Request for Hearing and evidence as presented at the hearing.

Unless otherwise determined by the Board, all hearings must be open to attendance by all members of the Association.

9. Decision / Imposition of a fine or recording of a notice.

After all testimony and other evidence has been presented at a hearing, the hearing officer, Presiding officer or panel is to render written findings and decision, and if a violation is found, impose a reasonable fine, if applicable, no later than 60 days after the hearing.

A decision, either a finding for or against the Owner, is to be made by the hearing officer, the Presiding officer or a majority of the members of the hearing panel present at the hearing.

The Association's managing agent is to give notice of the fine (which is an assessment) to the applicable Owner as provided in the Association's governing documents or these policies and procedures.

Fines are due and payable immediately upon receipt of notice of the fine, unless otherwise provided in the Association's governing documents or in the imposition of the fine.

10. Notice of Finding of Violation or Non-Compliance.

The Association may also issue, with or without a hearing, and present for recording with the County Clerk and Recorder, a Notice of Finding of Violation or Noncompliance. Upon satisfactory compliance with the Association's governing documents, the Notice of Finding of Violation or Noncompliance may be released by the Association issuing and recording a Release of Notice of Finding of Violation.

11. Fine Schedule.

Unless otherwise provided in the Rules and Regulations or the Architectural Guidelines, any violation of the Declaration, Bylaws, Rules and Regulations, or Architectural Guidelines may subject the Owner to a reasonable fine assessment imposed by the Association as follows:

i. Notice of Violation or Noncompliance: A written warning letter or posting of notice may be given.

ii. Fines are to be determined for each finding of a violation based on the type, severity, repetition and circumstances of each violation based on the following guidelines:

First time violation	between \$25 and \$500
Second time violation	between \$75 and \$750
Third time violation	between \$75 and \$1000
Subsequent violations	between \$50 and \$1500
Continuous violations	between \$50 and \$1500

- iii. In the event of a continuing violation, a daily fine may be levied if, and only if, the Board or its agent performs a daily inspection to verify the violation is continuing.

A fine may be within the above range based upon the nature and severity of the violation as determined by the board, the Presiding officer or hearing panel.

The Association may waive fines if, in the reasonable discretion of the Board or its agents, waiver is appropriate under the circumstances.

The Association reserves the right to levy fines in excess of the above schedule if the fine is not likely to provide effective incentives to induce compliance and also if a finding to this extent is made.

12. Additional Association Enforcement Rights.

Regardless of this fine schedule or other Policies and Procedures, the Association may use any legal means available at any time to enforce the terms of the Declaration, Bylaws, Rules and Regulations, Architectural Guidelines, or any other governing document of the Association.

The Association has, in addition to fining and recording of notices of violation or non-compliance, the right to all remedies available under the governing documents and Colorado law.

These other remedies include the following:

- i. Internal resources.

- a. Suspension of Owner's Voting Rights.

- b. Self-Help. Self-help refers to those instances where the Association takes action to correct the violation itself without a court order. Because of the potential for confrontation resulting in breach of the peace or damage to an owner's personal or real property, self-help is to be used very carefully. If the Association decides to utilize self-help, the context is to be evaluated by the Association's Board and/or officers. Self-help may be appropriate, in the context, if:

- The Owner consents, agrees or allows the Association to exercise self-help remedies;
- Damage to property of the Association or of another Owner would result due to the Owner not being available.
- Response to a situation where property of the Association or of another Owner is being damaged and the source of the damage may be stopped or reduced by the Association's exercise of self-help;
- The Owner is unavailable and diligent efforts (at least 3 attempts to contact the Owner in writing) have been made and a hearing opportunity has been offered to the Owner (without the Owner attending a hearing, requesting a hearing or complying with a

requirement of the governing documents that is the subject of the self-help being considered by the Association); and

- The Association consults with its attorneys.
- The Association reserves the right to recover any and all expenses.

ii. External resources.

The Association can also draw on resources within the greater community to help enforce covenants, rules and guidelines.

Cities, counties and municipalities typically do not enforce covenants, rules, regulations or architectural standards. However, if the covenants, rules or guidelines are the same as or less restrictive than a county or city ordinance, the Association may be able to get a county governmental agency or municipal department to enforce its ordinance instead of the Association spending Association time and resources on enforcement.

The Association may ask for help from the applicable agency or department if it desires enforcement assistance.

Local Health Department. The county health department can be asked to enforce local health codes. For example, possible areas of violation include:

- Number of occupants in a unit, and
- Internal use of a home or storage on a lot

a. Local Building/Zoning Department or Code Enforcement. This or these local agencies (whether of a county, city or town) can assist with enforcement of:

- Fence or shed regulations
- Setback restrictions
- Restrictions on commercial use of dwellings
- Removal of vehicles, boats, and trailers from lots or common areas, and
- Other matters involving common areas and lots

b. Local Law Enforcement. In some jurisdictions, the police or sheriff's department will enforce covenants, especially traffic regulations or issue tickets and/ or tow violators of the community's parking rules.

c. Local Fire Department. The local fire department may help with enforcement of fire lanes and the removal of hazardous materials.

d. Local Special District. If the Community is subject to a local special district (metro district, recreational, water and sewer, etc.) that special district may also have enforcement ability. Check with that special district.

e. Animal Control Department. This agency may patrol the community for animals in violation of pet rules or local ordinances and respond to "at large" pets or barking dogs.

f. Local Government Centers. Several cities have established neighborhood resource departments to assist homeowners and homeowner associations with a variety of issues, including the resolution of neighbor to neighbor disputes. These departments also have excellent referral services available.

iii. Alternative Dispute Resolution (ADR).

The Association has a separate Alternative Dispute Resolution (ADR) policy as a means of encouraging residents and owners to comply with covenants, rules and standards/guidelines and in regards to claims of Owners or residents against the Association. See that policy for more details.

iv. Lawsuit to obtain a Court Order.

The Association may pursue a lawsuit against an Owner or resident in violation of a covenant, rule or guideline.

In a lawsuit, the Association may seek a restraining order to stop the offending action and an injunction to prevent any further violation.

The Association may also seek to have the court force the owner to restore the property to the condition that existed prior to the violation, and to reimburse the Association for any costs incurred in enforcing the restriction, including attorney fees.

v. No Action. While the Association, through its Board, is charged with enforcing its covenants and rules overall, not every single violation must be enforced. Subject to the governing documents, the law permits the Board to exercise its reasonable business judgment and make a case-by-case determination of whether (and what type of) enforcement is appropriate.

As long as the Board acts reasonably, in good faith and in the best interests of the Association, a court should not overrule the Board's decision. For example, the Board may determine that there is a strong statute of limitations defense likely to be asserted if the Association was to bring suit for a violation. The Board is within its rights to make a determination in this instance to not pursue legal action. Such a decision does not breach any duty owed to the Association, nor does it establish a legal precedence by which all future violations cannot be enforced or all future requests must be approved.

President's Certification:

The undersigned, being the President of the Mesa View Estates Master Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors' on,

Dec 6, 2017 Mesa View Estates Master Association,
a Colorado non-profit corporation

By: Kush Dale
President

Sixth Avenue West Estates Master Association

Dispute Resolution Policy

Adopted Date: November 15, 2017

Effective Date: December 15, 2017

1. Required dispute resolution procedure for claims against Association.

Prior to filing a lawsuit against the Association, or against the Board, or any officer, director, the managing agent of the Association or its manager, an Owner must request and attend a hearing with the Board.

The request is to be in writing and is to be delivered to any Board member or the Association's property manager.

The Owner, in the request and at the hearing, must make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and is to give the Board a reasonable opportunity to address the Owner's grievance.

Upon receiving a request for a hearing, the Board is to give notice of the date, time and place of the hearing to the person requesting the hearing.

The Board is to schedule this hearing for a date not less than 14 or more than 60 days from the date the request is received.

If the dispute cannot be resolved, the parties may utilize the discretionary mediation procedure set forth below, but are not required to do so.

2. Discretionary dispute resolution procedures for other claims.

The procedures set forth below may be used in any disputes between Owners and/or residents.

At its discretion, the Board may use the procedures set forth below to resolve disputes with Owners prior to filing litigation.

A. Negotiation.

A request for dispute resolution by negotiation may be initiated by an Owner or the Association.

The request is to be in writing stating the nature and details of the dispute and is to be personally delivered to the other party.

So long as the other party agrees to negotiate, a meeting is to be held between the parties to begin a good faith attempt to negotiate a resolution not less than 14 or

more than 30 days of receipt of the request, unless otherwise extended by written agreement.

Through negotiation, the parties are to communicate directly with each other in an effort to reach an agreement that serves the interests of both parties.

Should the dispute pertain to property issues, each party is to be granted the right to inspect the alleged defects or problems at a time convenient to everyone involved.

B. Mediation.

If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation.

If the parties agree to mediate the dispute prior to seeking other remedies, they are to participate in good faith in the mediation.

The role of the mediator is to facilitate further negotiation between the parties.

The mediator does not have power to decide how to resolve the dispute but is to use recognized, accepted mediation techniques to assist the parties in making that decision.

The mediator is to be selected by a consensus of the parties involved within 14 days of the receipt of the request.

Any cost of mediation is to be shared equally among the parties unless they and the mediator agree otherwise.

This Dispute Resolution Policy and Procedure was adopted by the Board of Directors on this 16 day of December, 2017.

Mesa View Estates Master Association,
a Colorado nonprofit corporation,

By: Bush Dale
Its: President

**RESOLUTION OF SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION
D/B/A MESA VIEW ESTATES**

RE: EXCESS MEMBERSHIP INCOME APPLIED TO THE FOLLOWING YEAR'S ASSESSMENT

WHEREAS, Sixth Avenue West Estates Master Association d/b/a Mesa View Estates is a Colorado condominium association duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the members desire that the Association shall act in full accordance with the rulings and regulations of the Internal Revenue Service;

NOW, THEREFORE, the members hereby adopt the following resolution by and on behalf of Sixth Avenue West Estates Master Association d/b/a Mesa View Estates:

RESOLVED, that any excess of membership income over membership expenses as defined in IRS Reg. 1.277-1 for the year ended December 31, 2017 shall be applied against the subsequent tax year member assessments as provided by IRS Revenue Ruling 70-604.


This resolution is adopted and made a part of the minutes of the meeting of the Annual Meeting of Sixth Avenue West Estates Master Association d/b/a Mesa View Estates.

BY:



President

ATTESTED:



Secretary

**RESOLUTION OF THE
SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION
d/b/a MESA VIEW ESTATES**

SUBJECT AND

PURPOSE: Disbursement Policy

EFFECTIVE

DATE: ~~May 15, 2018~~ Updated March 15, 2022

WHEREAS, Sections 8.71 of the Bylaws grants authority to the Board of Directors to delegate duties of an Officer to the managing agent or another Board member; provided however, the Officer shall not be relieved of any responsibility under this Section or under Colorado Law.

NOW, THEREFORE, BE IT RESOLVED the following Disbursement Policy and Procedure will be followed:

- All disbursements are to be made by issuing checks or electronic transfers drawn on the established agency cash accounts.
- No checks may be made out to "cash".
- Where appropriate, the request for disbursement must be supported by original documentation that justifies the purpose of the disbursement and is attached to the request.
- Authorized check signers must be re-affirmed annually by the Board of Directors.
- Checks drawn for less than \$1,000 must be signed by one of the following: a member of the Board of Directors or an authorized staff person, upon approval of the Board.
- Checks drawn up to \$5,000 must be signed by one of the following: a member of the Board of Directors.
- Checks over \$5,000 must be signed by two members of the Board of Directors. If the check is for a contract payment previously approved by the Board of Directors, it must be signed by one of the following: a member of the Board of Directors.
- The staff person that is designated to be an authorized check signer may not have any responsibilities related to the recording of financial transactions or the maintenance of financial records of the organization and shall not be related party to the transaction.

- The organization should carry a fiduciary bond or appropriate insurance coverage for any director, officer, or employee who handles agency funds.

CERTIFICATION:

The undersigned, respectively being the President and Secretary of the Mesa View Estates Homeowners Association, Inc., a Colorado nonprofit corporation, certify that the foregoing Resolution was approved and adopted by the Board of Directors at a duly called and held meeting of the Board on March 15, 2022, and in witness thereof, the undersigned have subscribed their names.

**SIXTH AVENUE WEST ESTATES MASTER
ASSOCIATION, INC.,**
a Colorado nonprofit corporation,

By: _____
President

Attest: _____
Secretary


- The organization should carry a fiduciary bond or appropriate insurance coverage for any director, officer, or employee who handles agency funds.

CERTIFICATION:

The undersigned, respectively being the President and Secretary of the Mesa View Estates Homeowners Association, Inc., a Colorado nonprofit corporation, certify that the foregoing Resolution was approved and adopted by the Board of Directors at a duly called and held meeting of the Board on MAY 15, 2018, and in witness thereof, the undersigned have subscribed their names.

**SIXTH AVENUE WEST ESTATES MASTER
ASSOCIATION, INC.,**
a Colorado nonprofit corporation,

By: 
President

Attest: 
Secretary

**Resolution Of The Board of Directors
Confirming the Establishment
Of The Roofing Materials Committee For The
Mesa View Estates Master Association, Inc**

ESTABLISHMENT AND TERMINATION: The Roofing Materials Committee ("Committee") was established by and at the direction of the Board of Directors. The Committee is an ad hoc committee of the Association so long as the Board of Directors determines.

PURPOSE OF THE COMMITTEE: Roofing Materials committee is an ad hoc committee charged with making recommendations to the Mesa View Estates HOA Board (the "Board") regarding roofing materials to be included on the approved roofing materials list. This committee will be chaired by Keith Sutton. This Chairman is directed by the Board to do the following:

1) Assist the Board in recruiting additional members to the committee with the following general areas of expertise to the greatest extent possible, satisfactory to both the Chairman and to the Board:

- Construction
- Appraisal
- Real Estate
- Insurance
- ARC representative

2) Review existing guidelines developed by ARC and rationale for existing guidelines

3) Seek input from the disciplined experts noted above to make recommendations regarding the following questions:

- Given that many roofs did not survive the two major hailstorms, are there newer materials that would better withstand those types of storms that would make sense economically given current values of homes in the subdivision. Further, do insurers provide any discounts to homeowners who replace their roofs with any such materials.

- A number of homeowners in the past have proposed roofing materials that have similar impact resistance to what we have currently specified but have not met the thickness requirement that is currently specified. These submissions can be made available for review by the committee. The current rationale is that the thicker materials are required to maintain the visual appeal and thinner materials would negatively affect the values of homes in the neighborhood. In some cases, these materials are significantly (>\$7,000) cheaper. Should any of these materials be added to our approved materials list?

- Recommend to the Board any other changes the committee feels should be made to the current guidelines deemed appropriate by the Chairman.

4) It is anticipated that this committee would present its findings to the Board in its July meeting or another meeting during 2019 as mutually agreed by the Chairman and President of the Board

VOTING OF COMMITTEE MEMBERS: Each Committee Member has 1 vote. Committee Members may vote in person or by email on all items placed before the Committee.

NOTICE AND LOCATION OF MEETINGS AND OPEN MEETINGS OF THE COMMITTEE: Written notice of each meeting of the Committee shall be posted to the Mesa View Estates Master Association, Inc. website by, or at the direction of, the Manager of the Association, the Secretary of the Association, or the Committee Chair. The notice shall specify the place, day, and hour of the meeting. All meetings of the Committee shall be held in the buildings of the Community or at such other location within, or convenient to, the Community, as may be fixed by the Committee. Meetings may also be held by conference call or electronic means, if necessary.

OPEN MEETINGS OF THE COMMITTEE: All meetings of the Committee shall be open to attendance by Members of the Association or their designated representatives, as provided by applicable Colorado law.

APPOINTMENT AND QUALIFICATIONS OF COMMITTEE MEMBERS: Members of the Committee shall be appointed by a majority of the Board of Directors and must be in good standing with the Association. Members of the Committee must also be Owners in the Mesa View Estates Master Association, Inc. and must meet the qualifications set forth in the Bylaws Section 5.2 to serve on a committee.

COMMITTEE STRUCTURE: The Committee shall have the following structure:

- Chairperson. A Chairperson shall be appointed by the Board of Directors. The chairperson shall preside and facilitate each committee meeting. The Chairperson may delegate his/her duties as needed.
- Terms of Office. The terms of office of any Committee chairperson or member shall be for 1 year.
- Size. The Committee will consist of such number of members as appointed by the Board of Directors.
- Revenues and Expenses. The Committee does not have income or revenues of its own and is without authority to incur expenses on behalf of the Association, except, cooperatively and by delegation or approval of the Board of Directors or the President.
- Minutes. Minutes of meetings of the Committee are not required to be kept however, the Board of Directors asks that an informally written summary of topics and actions taken be sent to the Treasurer for each committee meeting. If the Committee is meeting jointly with the Board of Directors, the Association's managing agent, if present, or, a designated recording secretary is to keep minutes.

DUTY OF CARE: Each Member of the Committee shall discharge the Member's duties as a Committee Member as follows:

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

DUTY OF LOYALTY: Each Member of the Committee has the following duties of loyalty:

- a. To avoid conflicts of interest
- b. To avoid use of their position or information about the Association or Community to gain personal advantage

RESIGNATION: Any Committee Member may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

REMOVAL OF COMMITTEE MEMBERS: Committee Members may be removed by the Board of Directors.

VACANCIES: Vacancies on the Committee (caused by transfer of ownership of a Unit or by resignation) may be filled by appointment by the Board. Each person so appointed shall be a Committee Member who shall serve for the remainder of the unexpired term.

COMPENSATION: No Committee Member shall receive compensation for any service they may render as a Committee Member to the Association. However, any Committee Member may be reimbursed for actual reasonable expenses incurred in the performance of Association duties.

OBLIGATION TO INDEMNIFY: The Association shall indemnify each member of the Committee, whether currently serving or having previously served, to the same extent as Board Members and Officers of the Association are indemnified.

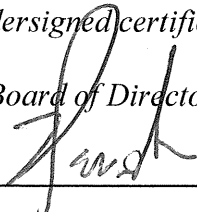
AMENDMENT OF THIS CHARTER: This Charter may be amended by the affirmative vote of a majority of the Board of Directors.

INITIAL APPOINTED COMMITTEE MEMBERS: The following are the Committee Members, appointed by the Board of the Association:

- | | | |
|----------------------|----|----|
| 1. Keith Sutton | 3. | 5. |
| 2. Heather Kirchhoff | 4. | |

The undersigned certifies that this resolution was adopted on March 19, 2019.

By the Board of Directors

By: 

Name: Kevin Andrew

Title: President

**Resolution Of The Board of Directors
Confirming the Establishment
Of The Safety & Security Committee For The
Mesa View Estates Master Association, Inc**

ESTABLISHMENT AND TERMINATION: Safety & Security Committee ("Committee") was established by and at the direction of the Board of Directors. The Committee is an ad hoc committee of the Association so long as the Board of Directors determines.

PURPOSE OF THE COMMITTEE:

Safety & Security Committee is an advisory committee focused solely on education and fact gathering. This is an ad hoc committee charged with making recommendations to the Mesa View Estates HOA Board (the "Board") regarding safety and security within our community. This committee will be chaired by Marisa Rumon. This Chairman is directed by the Board to do the following:

- 1) Assist the Board in recruiting additional members to the committee with the following general areas of expertise to the greatest extent possible, satisfactory to both the Chairman and to the Board:
 - Law enforcement or security professional
 - Firefighter
 - Marketing or Communications professional
 - Additional homeowners in the community with a passion for educating and informing the community on safety and security issues.
- 2) Surveillance options
 - Law enforcement or security patrols
 - Security camera options (type, pricing, storage, installations and suggested locations)
 - Consider cameras or other safety ideas at entrance to the community and how to implement.
- 3) Education & Communication
 - Recommendation on programs such as neighborhood watch, participation in national night out, or other ideas.
 - Selecting or providing social media posts and newsletter articles to help inform homeowners on safety precautions they can take to keep their home and belongings secure.
 - Monitor & report crime statistics on a bi-annual basis in our neighborhood along with trends.
 - Consider ways to share community news or safety reminders & safety signage.
 - Inform about security alert services offered like reverse 911 option offered by local law enforcement.
 - Inform and educate community about safety and precautions involving wildlife
- 4) Traffic Control
 - Investigate and understand how the current traffic speed control signs in the community work and if they offer any reporting capabilities.
 - Explore additional signage or options that may be more effective
 - Explore the traffic calming options available with an understanding that we are limited on what the HOA can do since the roads are owned by Jefferson County
 - Open up a dialogue with the Jefferson County Road & Bridge -Transportation Dept.

- Explore photo radar options with Jefferson County or other private radar options (similar to the radar photo enforcement vans near Denver Country Club in Cherry Creek).
- Cross walks & lighting

VOTING OF COMMITTEE MEMBERS: Each Committee Member has 1 vote. Committee Members may vote in person or by email on all items placed before the Committee.

NOTICE AND LOCATION OF MEETINGS AND OPEN MEETINGS OF THE COMMITTEE: Written notice of each meeting of the Committee shall be posted to the Mesa View Estates Master Association, Inc. website by, or at the direction of, the Manager of the Association, the Secretary of the Association, or the Committee Chair. The notice shall specify the place, day, and hour of the meeting. All meetings of the Committee shall be held in the buildings of the Community or at such other location within, or convenient to, the Community, as may be fixed by the Committee. Meetings may also be held by conference call or electronic means, if necessary.

OPEN MEETINGS OF THE COMMITTEE: All meetings of the Committee shall be open to attendance by Members of the Association or their designated representatives, as provided by applicable Colorado law.

APPOINTMENT AND QUALIFICATIONS OF COMMITTEE MEMBERS: Members of the Committee shall be appointed by a majority of the Board of Directors and must be in good standing with the Association. Members of the Committee must also be Owners in the Mesa View Estates Master Association, Inc. and must meet the qualifications set forth in the Bylaws Section 5.2 to serve on a committee.

COMMITTEE STRUCTURE: The Committee shall have the following structure:

- Chairperson. A Chairperson shall be appointed by the Board of Directors. The chairperson shall preside and facilitate each committee meeting. The Chairperson may delegate his/her duties as needed.
- Terms of Office. The terms of office of any Committee chairperson or member shall be for 1 year.
- Size. The Committee will consist of such number of members as appointed by the Board of Directors.
- Revenues and Expenses. The Committee does not have income or revenues of its own and is without authority to incur expenses on behalf of the Association, except, cooperatively and by delegation or approval of the Board of Directors or the President.
- Minutes. Minutes of meetings of the Committee are not required to be kept however, the Board of Directors asks that an informally written summary of topics and actions taken be sent to the Treasurer for each committee meeting. If the Committee is meeting jointly with the Board of Directors, the Association's managing agent, if present, or, a designated recording secretary is to keep minutes.

DUTY OF CARE: Each Member of the Committee shall discharge the Member's duties as a Committee Member as follows:

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

DUTY OF LOYALTY: Each Member of the Committee has the following duties of loyalty:

- a. To avoid conflicts of interest
- b. To avoid use of their position or information about the Association or Community to gain personal advantage

RESIGNATION: Any Committee Member may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

REMOVAL OF COMMITTEE MEMBERS: Committee Members may be removed by the Board of Directors.

VACANCIES: Vacancies on the Committee (caused by transfer of ownership of a Unit or by resignation) may be filled by appointment by the Board. Each person so appointed shall be a Committee Member who shall serve for the remainder of the unexpired term.

COMPENSATION: No Committee Member shall receive compensation for any service they may render as a Committee Member to the Association. However, any Committee Member may be reimbursed for actual reasonable expenses incurred in the performance of Association duties.

OBLIGATION TO INDEMNIFY: The Association shall indemnify each member of the Committee, whether currently serving or having previously served, to the same extent as Board Members and Officers of the Association are indemnified.

AMENDMENT OF THIS CHARTER: This Charter may be amended by the affirmative vote of a majority of the Board of Directors.

INITIAL APPOINTED COMMITTEE MEMBERS: The following are the Committee Members, appointed by the Board of the Association:

- | | |
|-------------------|-----------------|
| 1. Kristin Dale | 3. Michael Nann |
| 2. Katie Keighley | 4. Walt Combs |

The undersigned certifies that this resolution was adopted on 10-15-2019

By the Board of Directors

By: [Signature]

Name: Kevin Andrew

Title: President