RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
POLICY REGARDING RESOLUTION OF DISPUTES ARISING BETWEEN THE
ASSOCIATION AND OWNERS

Adopted November 29, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property
Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to,
vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the
Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections
2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, SB 06-89, and HB 08-1135, amending the Colorado
Common Interest Ownership Act 38-33.3, requires the Association to establish a governance
policy regarding resolution of disputes arising between the Association and Owners; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to
establish a policy that shall govern the resolution of disputes between the Association and
 Owners;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A
(hereafter referred to as the "Dispute Resolution Policy") shall be adopted and hereby established
as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or
terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this ___ day of January, 2012.

PRESIDENT’S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-
profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly
called and conducted meeting of the Board of Directors on ______________ 2012, and in witness thereof, the undersigned has
subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado non-profit corporation

By: [Signature]
President
EXHIBIT A

DISPUTE RESOLUTION POLICY

A. Defined Terms:

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration. The following terms have the meaning given below:

B. Policy to Encourage Resolution of Disputes Without Litigation:

1. Claims. As used in this governance policy, the term “Claim” shall refer to any claim, grievance, or dispute arising out of or relating to:

   (a) the interpretation, application, or enforcement of the Declaration, the Bylaws, the Rules or any policies or procedures adopted by the Board; or

   (b) the rights, obligations, and duties of the Association or any Owner or guests under the Declaration, the Bylaws or the Rules.

2. Excluded Claims. Notwithstanding any other provisions of this governance policy, the following claims are not Claims for purposes of this governance policy and are not subject to the provisions of this governance policy (i.e., the procedures stated in this governance policy do not apply):

   (a) Collection by the Association of unpaid assessments, including, without limitation, foreclosure of liens for such purpose; and

   (b) Enforcement of use restrictions, architectural review requirements and other covenants and provisions set forth in the Declaration, the Bylaws or the Rules.

3. Dispute Resolution Procedures.

   (a) Notice. If an Owner(s) or the Association desires to assert a Claim (the party asserting the Claim is referred to in this governance policy as the “Claimant”) against the other (“Respondent”) it must do so by giving written notice (“Notice of Claim”) by mail or personal delivery to each Respondent, stating plainly and concisely:

      (i) the nature of the Claim, including the persons involved and the Respondent’s role in the Claim;

      (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

      (iii) the Claimant’s proposed resolution or remedy; and
(iv) the Claimant’s desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(c) Mediation.

(i) If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice of Claim (or within any other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with the Colorado office of the American Arbitration Association or JAMS or JAG or another recognized independent entity providing dispute resolution services in the Colorado Springs area. The Claimant and the Respondent shall each present the mediator with a written summary of the Claim and timely pay any fees of the mediation service.

(ii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(iii) If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or otherwise initiate proceedings on the Claim, as appropriate.

(iv) Each party to the mediation shall bear its own costs of the mediation, including attorneys’ fees, and each party shall pay an equal share of the mediator’s fees.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party to the settlement agreement may file suit or otherwise initiate proceedings to enforce such agreement without the need to comply again with the procedures set forth in this section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, reasonable attorneys’ fees.

C. Modification of Governance Policy:
The Board may modify, amend, supplement or rescind this governance policy by majority vote of the directors at any Board meeting.

D. **Conflicts.**

In the event of a conflict between the Declaration, the Bylaws, the Rules or this governance policy, the Declaration, the Bylaws and the Rules (in that order) shall control.

This Governance Policy is effective as of January ____, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.

Garden of the Gods Club Property Owners Association

By: [Signature]
President

This Dispute Resolution Policy was adopted by the Executive Board on the ____ day of January, 2012, effective the ____ day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: [Signature]
Secretary
RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
REGARDING POLICY AND PROCEDURES FOR COVENANT
ENFORCEMENT
Adopted __November 29__, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections 2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, HB 06-89, and HB 08-1135, amending the Colorado Common Interest Ownership Act 38-33.3, requires the Association to establish a procedure to be used by the Association when handling alleged violations of the covenants; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall govern the Association's procedures pertaining to the manner in which these alleged violations will be handled;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as "Covenant Control Policy") shall be adopted and hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this __2__ day of January, 2012.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on ______________, 2012, and in witness thereof, the undersigned has subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado non-profit corporation

By: __[Signature]__
President
EXHIBIT A

COVENANT ENFORCEMENT POLICY

Defined Terms

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration.

Complaints

1. Reporting of Complaints. Complaints regarding alleged violations may be reported by an Owner or resident within the Community, a group of owners or Residents, the Association management company, Board member(s) or committee member(s).

2. Written Complaints. Complaints shall be in writing and submitted to the Managing Agent. The complaining party shall have observed the alleged violation. The complaint shall identify the complainant, the alleged violator, and set forth a statement describing the alleged violation, referencing the specific provisions of the Declarations or Covenant Enforcement documents, when the alleged violation was observed and any other pertinent information. Non-written complaints, or written complaints willing to include any information required by this provision, may not be investigated or prosecuted.

3. Preliminary Investigation. Upon receipt of the Complaint by the Managing Agent, the Managing Agent shall conduct a limited and preliminary investigation to assure that the written Complaint (including any attachments) includes a full and sufficient statement of the facts regarding the alleged violation(s). The Managing Agent will then provide the Complaint package to the President of the Executive Board, for action by a designated Covenant Committee, as outlined below.

4. Action by Covenant Control Committee. The President of the Executive Board shall appoint a standing Covenant Committee (composed of at least two members, with one such member being a member of the Executive Board). The designated Covenant Committee shall insure an impartial review the Complaint report, and may conduct additional fair and impartial fact finding process, including further investigation, as deemed appropriate, to determine whether the violation actually occurred and whether the owner alleged is the one who should be held responsible for the violation. If the Committee concludes that a violation did occur, the Committee shall proceed as outlined below, including providing a Courtesy Notice, Hearing, and Determination (including any fines deemed appropriate).

Notification and Fines

Generally, one COURTESY NOTICE will be provided informing the Owner of a violation(s) and that a potential fine may be imposed after opportunity for a Hearing. In its discretion, the Committee may give the Owner 7-days after receipt of the Notice in which to take corrective action. The COURTESY NOTICE will further state that additional violations, or continued
failures to correct the violation, may result in immediate escalating fines pursuant to this Covenant Policy. The Owner shall have 7-days after receipt of the notice in which to take corrective action.

Any Owner has the right to a Hearing with the appointed Covenant Committee prior to the time a monetary fine is imposed. The Owner must file a written request with the Committee within 7-days of receipt of the Courtesy Notice in order for a Hearing to be scheduled. The Hearing may take place in person or by teleconference, at the Committee's discretion. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. "Receipt" of correspondence by the Owner shall be deemed to be three business days after any correspondence from the Board or Committee has been delivered to the United States Postal Service, first class mail, with pre-paid postage.

A Hearing is an information gathering, administrative procedure with the Committee, which shall have authority in matters related to Hearings. Rules of evidence do not apply, Any party may have an attorney present. Hearings are open to Owners and tenants unless the matter is highly sensitive or concerns a matter of privacy as determined by the Board, or as defined by state statute relating to associations. Any party may present testimony. The Committee shall render a decision subsequent to the Hearing, and issue its written determination ("Determination") (including the amount of any fine) within 7-days following the Hearing, and mail such Determination to the Owner. In the event that an Owner fails to appear at a scheduled Hearing or fails to submit any information for a scheduled hearing, the Committee may render its decision as described based upon the information available at the time of the Hearing.

Conflicts. Any member of the Covenant Committee who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association or the chair of the committee prior to the hearing on such case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the committee member shall be disqualified from all proceedings with regard to the hearing. Factors that may require disclosure and disqualification may be if the Committee member was the one who made the complaint, is a witness, or is the accused violator. If disqualification of the Committee member(s) results in an even number of remaining Board or committee members eligible to hear a case, the Presiding Officer may appoint a disinterested Association member, in good standing, to serve as a voting member of the Covenant Committee.

Fine Schedule

1. If after a Hearing, the Committee validates the violation and determines to assess a fine against the Owner, the schedule of fines below shall apply, and the Owner shall be provided a Second Notice informing the Owner that his/her account has been assessed the fine. If the violation continues to exist 7-days after the Courtesy Notice has been received, and no subsequent hearing has been requested, a Second Notice of violation(s) will be sent informing the owner that his/her account has been assessed a fine. If appropriate, the Second Notice may further state that continued failure to cure the violation will immediately result in additional fines.
2. Initial Fines for each Violation or Failure to cure a Violation:
   Failure to contain debris in approved receptacle: $100
   Failure to control Pets: $100
   Causing a Nuisance: $100
   Inadequate construction fencing: $100
   Inadequate silt fencing: $300
   Construction debris off property: $200
   Unauthorized Signage: $50
   Illegal or Disruptive Parking: $50
   Loud Music: $50
   Speeding: $50
   Construction activity after hours: $200
   Construction of a Variance Without Approval: $500
   Starting Construction Without Approval: $1000
   Using Non-approved Access on Lot: $500

3. Subject to the hearing provisions other violations not listed will be assessed an initial fine of $100. Continued or additional violations will be assessed a $150 fine per violation. After a Third Notice is sent the owner may be assessed a fine of $500.00 per violation.

4. If the violation(s) continues to exist 15-days after the Second Notice has been received, a Third Notice of violation will be sent, informing the owner that his/her account has been assessed a fine. The third notice shall further state that continued failure to cure the violation will immediately result in further fines being levied against the owner's account.

5. If the violation(s) continues to exist after the Third Notice has been received, a Fourth Notice of violation(s) will be sent, informing the owner that his/her account has been assessed a fine. The fourth notice shall further state that continued failure to cure the violation will result in additional penalties, which penalties shall be stated on the notice (i.e., additional fines, turn over to Association’s attorney, judicial remedies, etc.)

6. Continued failure to correct a violation(s) after the Fourth Notice may result in additional penalties and daily fines as determined by the Board of Directors. The Association may also utilize its rights to judicial remedies and/or its rights to enter onto the property to correct the violation(s). All costs associated with enforcement actions will be assessed against the owner's account.

The purpose of the use restrictions set forth in the Declaration and rules and regulations is to maintain harmony within the community. The imposition of fines is not a revenue collecting measure, but is intended to induce voluntary compliance with the Governing Documents. If the imposition of fines is ineffective, the Association may also pursue legal action to enforce the Governing Documents. The use of this process does not preclude the Association from using any other enforcement means available to the Association through its Governing Documents and Colorado law. At the Board's discretion, the Association may pursue legal action without levying fines first or may pursue legal action in addition to fines.
The Board of Directors and its Covenant Committee is authorized to administer the above procedures for enforcement, with full authority to waive or modify certain steps, and to settle, negotiate or compromise any aspect of any potential of completed violation, corrective action, fine or other assessment, or other matter in dispute.

**Waiver of Fines.** The Executive Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into compliance with the Articles, Declaration, Bylaws or rules and/or taking stipulated corrective action(s).

**Appeal.** The Owner shall have the right to appeal any determination by the Covenant Committee to the full Executive Board by giving written notice of such appeal to the Board and the Committee within 10 days following the receipt of the Committee's decision. The full Executive Board shall conduct a hearing within 30 days according to the same procedures set forth above. In the event of an appeal a decision shall be made by a majority vote of the Board. In the event the Owner does not request an appeal within 10 days, the right to an appeal shall be waived.

**Mediation or Alternative Dispute Resolution.** If the Owner requests mediation as part of its appeal, the Board shall participate in voluntary, non-binding mediation conducted by a mutually agreed mediator. The Board and the Owner must agree upon a mediator within 3-days of the Board receipt of the written appeal. Within 5-days after designating a mediator, the owner and the Board and the mediator shall confer and agree on a schedule for the mediation which shall conclude the mediation within 45-days of the request by the owner for mediation. If the mediation results in an agreement between the parties, that agreement shall be reduced to writing and any fines or other assessments included in the agreement shall, if not timely paid, be collectable as unpaid assessments under the Associations Policy for such matters. If the mediation fails to achieve agreement within such 30-days, the Notice of Violation issued by the Board (or, its decision following reconsideration) shall become final and any fines or other assessments, if not timely paid, shall be collectable as unpaid assessments as slated above. In lieu of mediation, the parties may mutually agree to utilize any other form of alternate dispute resolution procedures.

**This Governance Policy is effective as of January _____, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.**

Garden of the Gods Club Property Owners Association

By: [Signature]
President
This Covenant Enforcement Policy was adopted by the Executive Board on the ___ day of January, 2012, effective the ___ day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: [Signature]

Secretary
RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
REGARDING GOVERNANCE POLICY FOR
INVESTMENT OF RESERVE FUNDS AND RESERVE STUDIES

Adopted ____________, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections 2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, SB 06-89, and HB 08-1135, amending the Colorado Common Interest Ownership Act 38-33.3, requires the Association to establish a governance policy regarding investment of reserve funds; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall govern the Association's investment of reserve funds and preparation of reserve studies;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as "Investment of Reserves and Reserve Studies Policy") shall be adopted and hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this __ day of January, 2012.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on __________, 2012, and in witness thereof, the undersigned has subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado non-profit corporation

By: __________________________
   President
EXHIBIT A

INVESTMENT OF RESERVES AND RESERVES STUDIES POLICY

A. Defined Terms:

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration.

B. Permitted Investments:

In accordance with the Declaration and the Bylaws, the Board of Directors shall cause the Association's reserve funds to be invested in: (1) investments secured or guaranteed by Federal or state insurance programs (such as, without limitation, Federal deposit insurance); (2) Federal and/or state issued obligations; and/or (3) investment vehicles, such as, without limitation, mutual funds, that are invested in Federal and/or state obligations (i.e., obligations issued or guaranteed by the Federal or a state government).

[ALTERNATIVE PROVISION:]

The investment of Association reserve funds is in the reasonable discretion of the Board; however, the Board’s investment strategy decisions shall comply with the business judgment rule and the rule of reasonableness.

At the sole discretion of the Board, the Board may:

(a) Analyze principles related to the short and long term needs of the association, which may include, but are not limited to, the safety of the principal, liquidity and accessibilities of monies, investment costs, diversification of investment vehicles, rates of return, etc.

(b) Review any limitations on the type of investments such as FDIC insured institutions or only those guaranteed by the U.S. Government.

(c) Hire a qualified investment counselor to assist the Board in formulating investment strategies.

(d) Conduct a reserve study.

C. Reserve Studies.

The Association shall not be required to conduct any reserve studies.

D. Modification of Governance Policy:
Subject to the consent of the Declarant to the extent required by the Declaration, the Board may modify, amend, supplement or rescind this Governance Policy by majority vote of the directors at any Board meeting.

E. **Conflicts.**
In the event of a conflict between the Declaration, the Rules and Regulations and the Bylaws or this Governance Policy, the Declaration, the Rules and Regulations or the Bylaws (in that order) shall control.

This Governance Policy is effective as of January ___, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.

Garden of the Gods Club Property Owners Association

By: [Signature]

President

This Investment of Reserves and Reserve Studies Policy was adopted by the Executive Board on the ___ day of January, 2012, effective the ___ day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: ____________________________

Secretary
RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS

Adopted November 29, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections 2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, SB 06-89, and HB 08-1135, amending the Colorado Common Interest Ownership Act 38-33.3, requires the Association to establish a governance policy regarding inspection and copying of records of the Association by Owners and certain others; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall govern the inspection and copying of records of the Association by Owners and certain others;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as the "Inspection of Records Policy") shall be adopted and hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this ___ day of January, 2012.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on ____________, 2012, and in witness thereof, the undersigned has subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION, a Colorado non-profit corporation

By: [Signature]
President

#157742 v1 den
EXHIBIT A

INSPECTION OF RECORDS POLICY

A. Defined Terms:

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration. The following terms have the meaning given below:

B. Inspection and Copying of Association Records:

1. Subject to the requirements of C.R.S. § 38-33.3-317(4), the Board shall make available for inspection and copying by a holder, insurer or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing during normal business hours and for a purpose reasonably related to his or her interest in a Unit: (i) the Governing Documents, (ii) the membership register, (iii) books of account, (iv) the minutes of meetings of the Members, the Board and committees, and (v) any other records as required by Colorado law. Records of a confidential nature, however, shall not be available for inspection. The Board shall provide for record inspection to take place within 10 business days after receipt of the Request for Access to Association Records (see Exhibit A attached) for access at the Association’s office, at the offices of its management company or at such other place within the Community as the Board shall designate. The Board may, from time to time, modify the form of Request for Access to Association Records.

2. Such inspection shall be conducted on weekdays (not Saturdays, Sundays, or holidays) during the Association’s normal business hours.

3. The cost of reproducing the requested documents shall be borne by the requesting party.

4. Each Director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A Director’s right of inspection includes the right to make a copy of relevant documents at the Association’s expense.

C. Permanent Retention of Association Records.

The Association shall permanently retain the following records: (1) member, board and committee meeting minutes, (2) member, board and committee actions and (3) waivers of member meeting notices.

D. Modification of Governance Policy:
The Board may modify, amend, supplement or rescind this governance policy by majority vote of the directors at any Board meeting.

E. **Conflicts.**

In the event of a conflict between the Declaration, the Bylaws, the Rules or this governance policy, the Declaration, the Bylaws and the Rules (in that order) shall control.

This Governance Policy is effective as of January ___, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.

Garden of the Gods Club Property Owners Association

By: [Signature]

President

This Dispute Resolution Policy was adopted by the Executive Board on the ___ day of January, 2012, effective the ___ day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: [Signature]

Secretary
RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
REGARDING CONFLICT OF INTEREST POLICY

Adopted November 29, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections 2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, SB 06-89, and HB 08-1135, amending the Colorado Common Interest Ownership Act 38-33.3, requires the Association to establish a governance policy regarding Board member conflict of interest; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall govern the Board member conflict of interest situations;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as "Conflict of Interest Policy") shall be adopted and hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this ___ day of January, 2012.

PRESIDENT’S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on ___________, 2012, and in witness thereof, the undersigned has subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado non-profit corporation

By: ________________________________
President

#1577733 v1 den
EXHIBIT A

CONFLICT OF INTEREST POLICY

1. Defined Terms:

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration. The following terms have the meaning given below:

i. “Conflicting Interest Transaction” means: A contract, transaction, or other financial relationship between Garden of the Gods Club Property Owners Association and a member of the Board, or between the Association and a party related to a member of the Board, or between the Association and an entity in which a member of the Board is a director or officer or has a financial interest. However, this Governance Policy does not apply in the case of a relationship where the potential conflict of interest is extremely remote and/or incidental in nature. The test for a Conflicting Interest Transaction is whether an objective and reasonable observer would perceive the potential conflict as compromising the integrity of the specific decision.

ii. A “party related to a member of the Board” shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the member of the Board or a party related to a member of the Board has a beneficial interest, or an entity in which a party related to a member of the Board is a director, officer, or has a financial interest.

2. Conflicting Interest Transactions Policy:

A No Conflicting Interest Transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a Member of the Association or by or in the right of the Association, solely because the Conflicting Interest Transaction involves a member of the Board or a party related to a member of the Board or an entity in which a member of the Board is a director or officer or has a financial interest or solely because the member of the Board is present at or participates in the meeting of the Board or of the committee of the Board that authorizes, approves, or ratifies the Conflicting Interest Transaction or solely because the member of the Board’s vote is counted for such purpose if:

(i) The material facts as to the member of the Board’s relationship or interest and as to the Conflicting Interest Transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the Conflicting Interest Transaction by the affirmative vote of a majority of the disinterested members of the Board, even though the disinterested members of the Board are less than a quorum; or
(ii) The material facts as to the member of the Board’s relationship or interest and as to the Conflicting Interest Transaction are disclosed or are known to the Members of the Association entitled to vote thereon, and the Conflicting Interest Transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members of the Association entitled to vote thereon; or

(iii) The Conflicting Interest Transaction is fair as to the Association.

B. Common or interested members of the Board may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes, approves, or ratifies the Conflicting Interest Transaction.

C. The following examples illustrate the policy:

Example #1: It is recognized that all determinations by the Board of Directors (such as repaving a road) might incidentally benefit all homeowners in the Association, including the members of the Board of Directors in their personal capacities and those types of incidental potential benefits do not constitute Conflicting Interest Transactions for the purposes of this policy.

Example #2: On the other hand, if the Board were to consider awarding a maintenance contract to several bidders, including a company in which a Board member or a family member had a 40% ownership, that Board member should recuse himself/herself from voting on that decision.

Example #3: A member of the Board is employed by a bank (but has no ownership interest in the bank) and the Board is considering engaging the bank to handle the funds of the Association. The member of the Board’s employment does not create a Conflicting Interest Transaction (because any financial benefit to the member of the Board would be incidental).

3. Procedures:

A. member of the Board who identifies a Conflicting Interest Transaction regarding his or her own participation in voting upon that transaction shall disclose his conflict of interest to the other members of the Board and shall recuse himself/herself from voting on any decisions regarding that transaction. That member of the Board shall make such disclosure prior to any discussion or action by the Board on that issue and may then participate in discussion but shall not vote on that issue.

B. Members of the Board, excluding any member that may have conflicting interests arising from a specific transaction, shall make the final determination whether that transaction is a Conflicting Interest Transaction for the purposes of this policy.

4. Modification of Governance Policy:
The Board may modify, amend, supplement or rescind this Governance Policy by majority vote of the directors at any Board meeting.

5. **Conflicts.**

In the event of a conflict between the Declaration, the Bylaws, the Rules or this Governance Policy, the Declaration, the Bylaws and the Rules (in that order) shall control.

This Governance Policy is effective as of January ____, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.

Garden of the Gods Club Property Owners Association

By: [Signature]

President

This Conflict of Interest Policy was adopted by the Executive Board on the ____ day of January, 2012, effective the ____ day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: [Signature]

Secretary
RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
POLICY REGARDING CONDUCT OF MEETINGS

Adopted November 29, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections 2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, SB 06-89, and HB 08-1135, amending the Colorado Common Interest Ownership Act 38-33.3, requires the Association to establish a governance policy regarding the conduct of meetings of the Board of Directors and meetings of the Owners; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall govern the conduct of meetings of the Board of Directors and meetings of the Owner;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as the "Conduct of Meetings Policy") shall be adopted and hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this 2 day of January, 2012.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on ___________, 2012, and in witness thereof, the undersigned has subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado non-profit corporation

By: [Signature]
President

#1577745 vl den
EXHIBIT A

CONDUCT OF MEETINGS POLICY

A. Defined Terms:

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration.

B. Membership Meetings

1. The Association shall hold meetings at the Association’s principal office or at such other suitable place the Board may designate.

2. Association membership status shall be determined by a “record date,” which shall not be more than 50 days prior to the meeting of the Members or the event requiring a determination of the Members.

3. Association meetings shall be open to all Members.

4. The Board shall schedule regular annual meetings to occur within 90 days before or after the close of the Association’s fiscal year, on such date and at such time and place as the Board shall determine.

5. The President of the Board may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution authorized by a majority of the Directors, or upon written petition signed by at least 20% of the Members.

6. Any officer or other person calling a meeting of the Members shall cause delivery to all Members a written notice stating the place, day, and hour of the meeting. The purpose of the meeting and the items on the agenda shall be stated in the notice, and no business shall be transacted at a special meeting except as stated in the notice. In addition to meeting notice procedures in the Bylaws, notice may be physically posted in a conspicuous place in the Community, on the Association’s website and as otherwise required by Colorado law.

7. A Member may vote in person or by proxy, subject to the limitations of Colorado law and subject to any specific provision to the contrary in the Declaration or the Bylaws. Every proxy shall be in writing, shall identify the Unit for which it is given, shall be signed by the Member or the Member's duly authorized attorney-in-fact, and shall be dated and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy
shall prevail, or if dated as of the same date, both shall be deemed invalid. A proxy is effective only for the specific meeting for which it was originally given, as such meeting lawfully may be adjourned and reconvened, and automatically expires 90 days after the date of the meeting for which it was originally given. Every proxy is revocable at any time at the pleasure of the Member who executes the proxy.

8. Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. A Member’s attendance at a meeting shall be deemed a waiver by such Member, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order.

9. If any Association meeting cannot be held because a quorum is not present, the Members representing a majority of the votes present at such meeting may adjourn the meeting to a time at least five but not more than 30 days from the scheduled date of the original meeting. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

10. The President or a designee approved by the Board shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Association’s books.

C. **Board Nomination and Election Procedures**

1. **Nomination of Candidates:**

   (a) At least 30 days prior to any election of Directors by the Members, the Board shall appoint a Nominating Committee consisting of a chairman, who shall be a Board member, and three or more Members or representatives of Members. The names of the Nominating Committee members shall be announced in the notice of each election.

   (b) The Nominating Committee shall nominate candidates for the election of Directors. The Nominating Committee may (but is not required to) nominate more candidates than the number of available positions. Nominations shall also be permitted by the Members from the floor at the meeting at which any election is held.

2. **Election Procedures:**

   (a) Voting shall be by written, secret ballot.

   (b) Votes will be counted by a canvassing committee comprised of neutral third-parties appointed by the Board.
(c) In the event of a tie vote of any slate, the Members shall be informed of the tie vote and given the opportunity to discuss the candidates among themselves in an effort to resolve the tie before another vote is taken. If the vote of the Members again results in a tie, the candidates’ names shall be drawn at random from a hat to fill the available position (the name being first chosen shall be the person elected to fill the available position).

D. Board of Directors Meetings

1. Agendas for meetings of the Board shall be made reasonably available for examination by the Members or their representatives.

2. The Board shall hold an organizational meeting within 10 days following each annual Association meeting at such time and place as the Board shall designate.

3. The Board shall hold regular meetings at such time and place as a majority of the Directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

4. The President or a majority of the Directors may call a special meeting of the Board.

5. Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board may mail notices sent by first class mail at least five business days before the day of the meeting.

6. Directors, or any member of a committee the Board designates, may participate in a Board or committee meeting by telephone provided that all persons participating in the meeting can hear each other.

7. At all Board meetings, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the Board’s decision, unless Colorado law, the Declaration of the Bylaws specifically provide otherwise. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of Directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the Directors present may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.

8. The President, or any designee the Board approves by resolution, shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association’s records.
9. All Board meetings shall be open to all Members, but only Directors may participate in any discussion or deliberation unless attendees are granted permission to speak authorized by a majority vote of a quorum of the Board. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session and may exclude persons other than Directors to discuss matters of a sensitive nature, such as proposed, pending, or threatened litigation, or other matters specified by law.

10. Meeting Rules of Conduct:

(a) The President of the Association or person appointed by the President, shall chair all Board meetings.

(b) Anyone who attends a meeting of the Board shall be required to sign in, listing their name and address.

(c) Members will be given the opportunity to speak on any matter during the homeowner forum at the beginning of the meeting. Members wishing to address the Board during the Homeowner Forum will indicate such on the sign-in list.

(d) Anyone who wishes to speak will first be recognized by the chair of the meeting.

(e) Only one person shall speak at a time.

(f) Each person will verbally provide their name and address to those in attendance.

(g) Comments should be stated in a civilized manner without personal attacks or profanity.

(h) Comments should be relevant to the meeting and, if applicable, the issue under discussion by the Board.

(i) No meeting of the Board will be video or audio taped or otherwise recorded, unless the Board unanimously approves such recording.

(j) Anyone disrupting the meeting, as determined by the Chair or the Board of Directors, will be asked to leave the meeting.

(k) The Board may, from time to time, determine additional meeting rules in accordance with Colorado law.

(l) Any action to be taken or which may be taken at a Board meeting may be taken without a meeting in accordance with Colorado law.
E. **Modification of Governance Policy:**

The Board may modify, amend, supplement or rescind this governance policy by majority vote of the directors at any Board meeting.

F. **Conflicts.**

In the event of a conflict between the Declaration, the Bylaws, the Rules or this governance policy, the Declaration, the Bylaws and the Rules (in that order) shall control.

This Governance Policy is effective as of January ____, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.

Garden of the Gods Club Property Owners Association

By: [Signature]

President

This Dispute Resolution Policy was adopted by the Executive Board on the ____ day of January, 2012, effective the ____ day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: [Signature]

Secretary
RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
REGARDING GOVERNANCE POLICY FOR
INVESTMENT OF RESERVE FUNDS AND RESERVE STUDIES

Adopted November 29, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections 2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, SB 06-89, and HB 08-1135, amending the Colorado Common Interest Ownership Act 38-33.3, requires the Association to establish a governance policy regarding investment of reserve funds; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall govern the Association's investment of reserve funds and preparation of reserve studies;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as "Investment of Reserves and Reserve Studies Policy") shall be adopted and hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this _2_ day of January, 2012.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on __________, 2012, and in witness thereof, the undersigned has subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado non-profit corporation

By:  [Signature]
President
EXHIBIT A

INVESTMENT OF RESERVES AND RESERVES STUDIES POLICY

A. Defined Terms:

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration.

B. Permitted Investments:

In accordance with the Declaration and the Bylaws, the Board of Directors shall cause the Association’s reserve funds to be invested in: (1) investments secured or guaranteed by Federal or state insurance programs (such as, without limitation, Federal deposit insurance); (2) Federal and/or state issued obligations; and/or (3) investment vehicles, such as, without limitation, mutual funds, that are invested in Federal and/or state obligations (i.e., obligations issued or guaranteed by the Federal or a state government.

C. Reserve Studies.

The Association shall not be required to conduct any reserve studies.

D. Modification of Governance Policy:

Subject to the consent of the Declarant to the extent required by the Declaration, the Board may modify, amend, supplement or rescind this Governance Policy by majority vote of the directors at any Board meeting.

E. Conflicts.

In the event of a conflict between the Declaration, the Rules and Regulations and the Bylaws or this Governance Policy, the Declaration, the Rules and Regulations or the Bylaws (in that order) shall control.

This Governance Policy is effective as of January 1, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.

Garden of the Gods Club Property Owners Association
Investment of Reserves and Reserve Studies Policy

By: [Signature]
President

This Investment of Reserves and Reserve Studies Policy was adopted by the Executive Board on the ____ day of January, 2012, effective the ____ day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: [Signature]
Secretary
RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
REGARDING ADOPTION AND AMENDMENT OF RULES (INCLUDING POLICIES AND
PROCEDURES)
Adopted November 29, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections 2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, HB 06-89, and HB 08-1135, amending the Colorado Common Interest Ownership Act 38-33.3, requires the Association to establish a policy regarding adoption and amendment of policies, procedures and rules; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall govern the Association's procedures regarding adoption and amendment of policies, procedures and rules;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as the "Rules Policy") shall be adopted and hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this ___ day of January, 2012.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on _____________, 2012, and in witness thereof, the undersigned has subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado non-profit corporation

By:  
President
EXHIBIT A

POLICY REGARDING ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES

A. Defined Terms:

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration.

B. Adoption and Amendment of Policies, Procedures and Rules:

1. The Board may adopt, amend or repeal Rules (which includes policies and procedures) as it may deem necessary or desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, and the use of any property within the Community, by majority vote of the Directors at any Board meeting.

2. No Rule shall conflict with the Declaration, the Articles or the Bylaws.

3. Rules and amendments thereto and repeal of Rules shall be effective only upon adoption by the Board. Notice of the proposed adoption, amendment or repeal of any Rule shall be given in writing to each Owner at the address for notices to Owners maintained by the Managing Agent at least ten (10) days prior to the meeting of the Board at which such action is to be considered. At any such meeting, Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote of the Board. A new Rule or amendment or repeal of an existing Rule shall take effect 10 days after the date of the Board meeting at which the Board votes to take such action, unless the Board specifies a later effective date with respect to such Rule, amendment or repeal.

4. Without limiting the foregoing, the Board shall have the authority to adopt, amend and repeal Rules as the Board determines is needed to address new or changing circumstances.

5. Copies of the currently effective Rules shall be made available to each Owner upon request and payment of the reasonable expense of copying the same.

6. The Board may adopt, amend or repeal this Rules Policy or any other governance policies of the Association by a majority vote of the Directors at a regular or special meeting of the Board or by the unanimous consent of the Directors in lieu of a meeting.

4. In the event of a conflict between the Declaration, the Rules and Regulations and the Bylaws or any Governance Policy, the Declaration, the Rules and Regulations or the Bylaws (in that order) shall control.
C. Conflicts.

In the event of a conflict between the Declaration, the Bylaws, this Rules Policy, and the other Rules, the Declaration, the Bylaws, and this Rules Policy (in that order) shall control.

This Governance Policy is effective as of January 2, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.

Garden of the Gods Club Property Owners Association

By: [Signature]

President

This Rules Policy was adopted by the Executive Board on the 29th day of January, 2012, effective the 29th day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: [Signature]

Secretary
RESOLUTION
OF THE
GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION
POLICY REGARDING COLLECTION OF UNPAID ASSESSMENTS
Adopted November 29, 2012

The undersigned, being all of the Directors of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation (the "Association"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Article 5, Sections 5.1 and 5.2 of the Declaration, and Article 2, Sections 2.1 and 2.2 of the Bylaws; and,

WHEREAS, Senate Bill 05-100, HB 06-89, and HB 08-1135, amending the Colorado Common Interest Ownership Act 38-33.3, requires the Association to establish a procedure to be used by the Association when handling alleged violations of the covenants; and,

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall govern the Association's procedures and policies for collection of assessments and other charges due to the Association; and

WHEREAS, the Association must have the financial ability to discharge its responsibilities;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as "Collection Policy") shall be adopted and hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or terminated by a majority vote of the Board of Directors, and

IT IS FURTHER RESOLVED that this policy shall take effect immediately.

EXECUTED this ___ day of January, 2012.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on November 29, 2012, and in witness thereof, the undersigned has subscribed his/her name.

GARDEN OF THE GODS CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado non-profit corporation

By: ________________________
President

#1577617 v2 den
Exhibit A

Collection Policy and Procedures

Defined Terms

Capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration.

The Board of Directors of the Association has approved the following Collection Policy and Procedures for its members in order to ensure that they maintain a high standard of ethical conduct in the performance of the Association's business, and to ensure that the residents maintain confidence in and respect for the entire Board. Each Owner, by acceptance of a deed or title to a property within the Garden of the Gods Club Property Owners Association, agrees to pay the Association all assessments, charges, fees, fines, and other sums described in the Declaration. Those obligations are a personal obligation of the Owner, as well as a lien against the respective property of the Owner.

The Board of Directors is committed to ensuring that all assessments are paid to the Association and that failure to pay in a timely fashion results in significant penalties. The annual assessment is paid in quarterly increments, which are due on the first day of each of the following months: January, April, July and October. If the payment arrives at the designated point of payment after the tenth (10th) day of the month, a $25.00 late fee and interest at a rate of twenty-one (21%) per annum will be assessed to the Owner's account. In addition, a $45.00 fee or other amount deemed appropriate by the Board shall be assessed against an Owner in the event any check or other instrument is not honored by the bank or is returned for any reason whatsoever, including but not limited to insufficient funds. Receipt of a dishonored check could result in the account becoming delinquent and is subject to late fees if payment is not received within 10 days from the due date.

Failure to pay assessments in a timely fashion will result in the actions described below being taken. Such actions (prior to referral to the Association's attorney for collection) will generally be taken by the Association's management agent, in coordination with, and with notification to, the Board of Directors and/or the Finance Committee (if any).

1. If the payment is not received by the tenth (10th) day of the month of the quarter that payment is due, a "Late Notice" will be sent to the homeowner, notifying him/her that the payment is late and that the above stated late fee...
and interest charge has been imposed.

2. If the assessment is not paid by the tenth (10th) day of the second month of that quarter, a "Demand Letter" will be sent to the homeowner by certified mail, notifying him/her that the payment continues to be late, that an additional late fee and interest charges have been imposed, and demanding payment in full on the total outstanding balance due. The "Demand Letter" will also advise the delinquent homeowner that if payment in full is not received within two weeks, any electronic gate cards registered under the homeowner's address will be deactivated.

3. If the assessment is not paid by the tenth (10th) day of the third month of that quarter, a "Second Demand Letter" will be sent to the homeowner by certified mail, notifying him/her that the payment continues to be late, that an additional late fee and interest charges have been imposed, and demanding payment in full on the total outstanding balance due. The homeowner will be further notified that if payment is not forthcoming, the account will be forwarded to the Association's attorney for collection. [Note: Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board of Directors.]

4. If an assessment is more than 90 days in arrears, and, if the cumulative amount due the Association exceeds $1,000, the management agent will file a lien on the property. If the assessment is not paid by the tenth (10th) day of the following month (i.e., first month of the following quarter), the account will be forwarded to the Association's attorney for collection, provided the cumulative amount due the Association exceeds $5000, unless otherwise determined by the Board of Directors. [Note: The Association’s costs of suit, expenses and reasonable attorneys’ fees incurred simply by virtue of the failure of the homeowner to timely pay assessments when due, including attorneys’ fees and costs for preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorneys’ fees incurred for any such action and/or foreclosure proceedings, shall be taxed by the court as a part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any homeowner personally obligated to pay the same and from the proceeds of the foreclosure sale of such homeowner's unit.]

If the manager considers that the homeowner is making a “good faith” effort to pay and catch up with any arrearage, referral to the Association’s attorney may be delayed.

The Board of Directors also has the authority under the Bylaws to suspend the voting rights of a homeowner during any period during which such homeowner is in default in the payment of any assessment. With regards to notification to, and communication with Owners, the
Association shall, upon request, provide all Owners with a copy of this Collection Policy, which shall become effective upon its adoption. All communication with a delinquent Owner shall be handled through the Association’s attorney once a matter has been referred to the attorney. Neither the manager, nor any member of the Board, shall discuss the collection of the account directly with an Owner after it has been turned over to the Association’s attorney unless the attorney is present or has consented to the contact.

Failure of the Association to comply with any provision in this Collection Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

This Collection Policy is adopted in addition to all other collection means available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law, including the filing of a lien, suing an Owner for a monetary judgment, acceleration of assessments, suspension of voting rights and judicial foreclosure.

Any payments received from an Owner either to the attorney or the management company will be applied in the following order: attorney fees and legal costs, Association costs and expenses, late charges, interest, utilities, fines, and storage charges, and assessments.

This Governance Policy is effective as of January ___, 2012 and complies with the Colorado Common Interest Ownership Act as of that date. To the extent any provision of this Governance Policy shall become in conflict with the mandatory provisions of the laws of the State of Colorado, such provision shall be deemed automatically modified to be in compliance with the mandatory provisions of the laws of the State of Colorado. This Governance Policy is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this Governance Policy.

Garden of the Gods Club Property Owners Association

By: ____________________________
   President

This Covenant Enforcement Policy was adopted by the Executive Board on the __ day of January, 2012, effective the __ day of January, 2012, and is attested to by the Secretary of the Garden of the Gods Club Property Owners Association.

By: ____________________________
   Secretary