

**MINUTES OF THE BOARD OF DIRECTORS MEETING OF
PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC.**

Monday, November 16, 2020

(Meeting held via conferencing app Zoom)

A meeting of the Board of Directors of PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC. (the "Association") was held on Monday, November 16, 2020, via ZOOM online/video meeting at 4:00 p.m. MST. President Stew Squires (618) presided. Association Secretary Mindy Stephens (603) acted as Secretary of the Meeting and prepared these Minutes.

1. Call to Order/ Role Call

The meeting was called to order at 4:00 p.m. The following directors were present via video on Zoom: President Stew Squires (618), Vice President Fritz Sampson (633), Treasurer Helen Evans (619), Secretary Mindy Stephens (603), John Mize (615), and Greg Barkley (605) and Sandra Ireland (670). Rick Stephens (603), owner/member and Insurance Committee Chair, joined the meeting via Zoom as well.

2. Approval of Minutes of September 21st and October 19th Board Meetings

The minutes for the September meeting were reviewed and upon a motion made by Helen Evans (619) and seconded by Sandra Ireland (670), they were approved unanimously. The minutes for the October meeting were reviewed and upon a motion made by Helen Evans (619) and seconded by John Mize (615), they were approved unanimously. The Secretary will post the Minutes on the Website.

3. Treasurer's Report

Helen Evans (619) presented the Treasurer's report indicating that the PRW budget is very healthy at the end of the year with everything routine except for a couple of small unbudgeted expenses, such as the fee for the association attorney, Robert Foster (for having him contact the attorney for American Family Insurance in connection with the 2019 fire claim and for handling the short-term rental matters). Regarding the test run of ACH payment, the only problem we had was on one unit, which occurred as the numbers were incorrect on the check submitted. This has been corrected for the January 1 payment.

Fritz Sampson (633) moved to accept the Treasurer's financials report; Sandra Ireland seconded and all approved.

4. Old Business

a. UTSD Billing to Unit Owners

Stew Squires (618) reports that due to the way the original sewer taps were set up (the Condo Association is owner of the taps, and therefore, financial guarantor for any and all units at PRW), the UTSD has indicated no interest in breaking out billing for individual units in order for PRW to be able to remove UTSD billing from our condo association budget and having owners pay these bills directly. It is apparent that we cannot change their minds about this.

After some discussion about whether this is the way all condo associations in the Estes Valley are treated similarly, and Stew Squires (618) reporting that, yes, this is apparently so, it was decided that there is currently no point for the Association to continue to spend time pursuing this. If, in the future, the UTSD does institute billing for short-term rentals at a different rate than other units, PRW does have in place the mechanism to be able to break down the billing and appropriately charge short-term rental owners. It may be mid-2021 before the UTSD takes any further action on this matter.

Squires also stated that in future meetings at the UTSD that he will attend, he will bring up the fact that apparently the UTSD does not have at present a way to communicate directly with individual unit owners when they have information about the status of UTSD and that it may behoove the

UTSD to have the level of communication in the future to share pertinent information regarding the actions of the District with those affected by them

b. Fall Clean-up

Gutter cleaning is underway and may have already been completed.

5. New Business

a. American Family Insurance

Rick Stephens (603), insurance committee chair, presented a report on the master policies of the Association coming up for renewal in response to questions that had been raised since the recent forest fires near Estes Park.

Rick reported that he and Stew Squires had confirmed with Danielle Arnold, our American Family agent, that PRW does have true replacement cost coverage, better coverage than some 80% of other companies would offer. This covers us not only up to policy limits but also whatever it would cost to rebuild, whether this affected one unit or in a worst-case scenario the whole complex. We also have a Condo Enhancement Endorsement that adds some “fluff” but also some nice specifics such as additional sewage coverage, coverage in case if ordinance of law might require a change in building construction because of city building codes, etc. The endorsement raises limits on these coverages. In all, we have excellent coverage and even if AmFam raises the premium 15-20%, it is unlikely that we could get this coverage for these rates. We have had great loss experience over the years, with the exception of the fire in unit 611 and, hopefully, American Family will be able to subrogate and recover on that.

Stew Squires (618) reported that it was discovered that units 600-602 had never been specifically added to the master policy, even though certificates had been issued by American Family showing that they were fully covered. We now have documentation from AmFam that they are now specified on the master policy.

It was suggested that we invite our agent to speak at the next Annual Meeting to help share and explain our policies to the membership and talked about what should also be included in each member’s personal coverages.

b. Rules and Regulations document approval

Fritz Sampson (633) reported that he had sent out various materials pertinent to this project and that all Board members had the opportunity to provide input or corrections. Sampson (633) has consolidated all of these into a single volume as a Policies and Procedures Rule Book which can be distributed to the membership. Among the corrections and adjustments were moving the rental compliance date to April 1st to allow the rental unit owners to gather all the necessary materials; governance matters were addressed so that we could have Zoom meetings rather than in-person one; and with regard to the enforcement policy, it was made explicit that if a violation continues, each day is a separate violation. . After discussion and deliberation, and upon a motion by Fritz Sampson and second by Mindy Stephens (603), the following Resolution was adopted 7 yea, 0 nay:

“Resolved, that the Rules and Regulations of Park River West Condominium Association, Inc. as originally adopted and approved by the Board of Directors at the meeting held November 14, 2019, are amended November 16, 2020 as set forth in the attached Exhibit 1, and shall be effective as amended December 31, 2020.

Further Resolved, that the Park River West Condominium Association, Inc. Policy Governing the Rental of Units Adopted December 19, 2019, is amended November 16, 2020 as set forth in the attached Exhibit 2, and shall be effective as amended December 31, 2020.

Further Resolved, that the Park River West Condominium Association, Inc. Provisional Policy for Governance Matters Under the Colorado Common Interest Ownership Act Adopted July 7, 2019, is amended November 16, 2020 as set forth in the attached Exhibit 3, and shall be effective November 16, 2020.

Further Resolved, that the Park River West Condominium Association, Inc. Policy for the Conduct of Meetings adopted January 21, 2018, as amended June 24, 2020 as set forth in the attached Exhibit 4, is restated and effective June 24, 2020.

Further Resolved, that the Park River West Condominium Association, Inc. Policy for Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines, Adopted January 21, 2018, is amended November 18, 2020, as set forth in the attached Exhibit 5, and shall be effective as amended December 31, 2020.”

c. As a follow-up to this, we discussed adding an index to the Rule Book to make it a bit more user friendly. John Mize (615) offered to work on that.

d. December mail-out to owner/membership

Stew Squires (618) led the discussion of what to include in the year-end mailing to membership.

i. Enclosures?

The enclosures will consist of the President’s Year-End Letter, Dues Invoice, Rule Book and an ACH Form. It was decided that we could email this out.

ii. Can we email and have our bookkeeper send statements direct for 2021 by email (except for one owner that does not use email)?

It was decided that we can have our bookkeeper send the invoices separately, a day after Mindy Stephens (603) handles sending out the other elements to the membership via email.

iii. ACH Forms

We will indicate that we prefer owners who wish to use ACH payments to email the form back to us, along with a copy of a voided check. We will also look into adding a tab to website to make the form available there. Owners must submit the form by 12/20 in order to be able to initiate the payments with the January 1st. The Bank of Colorado will periodically audit to see that we have the correct forms, so if someone doesn’t have a copy of a check, they will need to acquire a counter check for us.

e. Fire assessment

There was a brief discussion on whether the Association needs to do a fire assessment of the property. We might look into Firewise and see if there is a contact at Mountain River (next townhome complex to the west) regarding their Firewise experience. Rick Stephens (603) suggested that American Family might have a loss control type person to come out and make recommendations.

6. Set next board meeting

The next Association Board meeting will be held Monday, January 18, 2021 at 4:00 p.m. Due to the ongoing precautions due to the COVID-19 pandemic, the next meeting will be held via ZOOM. Any unit owner/member may attend via ZOOM by sending an email request to Stew Squires, President (618).

7. Adjournment

There being no further business, Mindy Stephens (603) moved we adjourn; Helen Evans (619) seconded and it was approved by all. The meeting was adjourned at 5:03 p.m.

Minutes Prepared and Signed on: _____, _____

Mindy Stephens, Director and Secretary of the Meeting

Exhibit 1

Rules and Regulations of Park River West Condominium Association, Inc.

The occupation and use of the General Common Elements and Limited Common Elements of Park River West Condominium Association, Inc (PRW) is governed by rules set out in the Declaration, Bylaws, Policies and Rules adopted by the Association through its Board of Directors. Authority rests in the Board to adopt Rules, as well as policies and procedures necessary to enforce the Rules, the Declaration, and the Bylaws. The Condominium Declaration filed May 21, 2002 is referred to as both the Declaration and Declarations in this document, dependent on context.

This is a compilation of the rules contained in the Declaration, the Bylaws, the Policies and Procedures, and Rules and Regulations adopted from time to time by the Board. Please check the PRW website for updates and special notices.

Section 3 and Section 8 of the Declaration invests the Board with authority to make rules and regulations governing all Common Elements, both General and Limited.

A. Rules Embedded in the Declaration

1. Declaration Section 3 states that the driveway bib of each Unit is a Limited Common Element and the occupation and use is reserved for the use of the owner of that Unit. Please note that the bib will accommodate only two normal vehicles at most and that vehicles may not extend onto the driveway or block the bib access of any adjoining Unit.

2. Declaration Section 11, C, D and E requires Unit owners to keep the area adjoining their Unit clean, tidy and in good repair. Unit owners cannot change the outside appearance of the Unit without Board approval. The Board has granted blanket approval for some listed changes which appear in detail in a separate section of this document.

3. Declaration Section 17 Rules:

A. All condominium Units are restricted to one single-family residential dwelling occupancy and use only. For this purpose, "single family" shall mean persons related by blood, marriage, or adoption and not exceeding six persons.

B. Units may be rented or leased. No on-site rental management company shall be allowed anywhere on the condominium property including within any Unit. It shall be the responsibility of the Unit owners for making certain that tenants are acquainted with the Condominium Declaration, Condominium Map, Condominium Bylaws and any rules and regulations adopted by the Board of Directors.

C. No animals, birds, reptiles, livestock or poultry or kind or nature whatsoever shall be kept in any Unit or upon the Condominium property; except two household pets per Unit; provided however such household pets shall not be bred, kept, or raised for any commercial purposes, and shall be kept within the Unit or on a leash when outside a Unit. No dog or pet runs or enclosures shall be allowed, including but not in limitation, none shall be allowed on any deck or patio. Pet owners shall clean up after their pets when the pet is upon the common elements, and

the Board of Directors may impose reasonable fines relative thereto pursuant to the Act, after notice and an opportunity to be heard.

D. No trash, rubbish, equipment or material of any nature shall be stored on the outside of any Unit.

E. No deck or patio may be enlarged or changed in any manner without the consent of the Board of Directors. Hottubs may be kept only on the first floor level patio or deck of a Unit.

F. No antenna of any nature whatsoever shall be placed or kept upon the exterior of any Unit or building. Twenty-four inch in diameter satellite dishes may be placed upon the exterior of a Unit after the size and location thereof are first approved by the Board of Directors. Such satellite dishes shall be painted the same color as the building.

G. No trailer of any type, including but not in limitation, camper-trailer, horse-trailer or utility trailer, camper-shell; boat; motorhome; or any type of recreational vehicle, shall be kept any place upon the condominium property unless the same is kept in an enclosed garage. No more than two motor vehicles(cars or pick-up trucks $\frac{3}{4}$ ton or smaller) shall be kept by any Unit owner outside of the Unit garage. No inoperative or unlicensed motor vehicles shall be permitted to remain upon condominium property, unless the same is kept within a garage.

H. No signs shall be located upon any of the condominium property with the exception of one sign advertising the property for sale by the owners or by a realtor, so long as any such sign does not exceed four square feet in size and is attached to the Unit. Provided, however, the Declarant may erect a condominium development identification sign on the condominium property.

I. The Board of Directors may adopt reasonable, uniform rules and regulations concerning noise and nuisance control.

J. No exterior lighting, including methods of illumination and type of and design of light poles or standards, shall be permitted unless approved, in advance, by the Board of Directors, except low illumination porch and doorlights. All lights shall be down-cast. Special seasonal lights and decorations shall be removed within thirty days subsequent to the holiday. The Board of Directors may adopt rules and regulations concerning seasonal lights and decorations.

K. Garages may not be converted into living or storage areas. Garages shall be kept available for the parking of vehicles therein.

L. No fence or barrier of any kind shall be constructed upon the condominium property, without the prior approval of the Board of Directors. Provided, however, Declarant may install a perimeter fence around the condominium complex which shall leave openings for wildlife migration. In no event shall any chain-link, wire or metal fences be used or allowed.

M. There shall be no clotheslines or the hanging of clothes outside of a Unit.

N. No vehicle, trailer or boat, or any type shall be parked on the public street or on a common driveway within the condominium complex, except for construction vehicles while a condominium Unit or condominium building is being constructed.

O. All window coverings shall be a white or off-white color, as viewed from the exterior of a Unit.

P. No playhouses, playgrounds or greenhouses shall be constructed or placed upon any of the condominium property.

Q. No home occupations will be allowed which bring customers to the property or employ persons not part of the family residing in the Unit, nor which are in violation of the Estes Valley Development Code or the Town of Estes Park ordinances.

R. No Unit owner shall permit any use of his Unit or make use of the common elements which would increase the cost of or invalidate the Association's insurance coverages.

S. Unit owners shall keep their thermostat set no lower than fifty degrees.

T. No activities shall be conducted within any Unit or upon the condominium property which are or might be unsafe or hazardous to any person or property. No hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

B. Rules Governing Occupancy

1. The Declaration limits occupancy to a single family of six persons who are all related by blood, marriage or adoption. The Board has granted a blanket variance to all Units to allow up to 6 adult persons (persons 12 years or older) plus 2 children under 12. No blanket variance has been granted for non-family occupancy.

C. Rules Governing Unit Rentals

The full rental policy including fees and enforcement provisions as adopted can be found in Appendix 2.

I. Reporting

A. Information to be provided to the Association. On or before January 31, 2020, and on each anniversary thereafter, each Unit owner renting shall provide to the Association the following documentation:

- 1) Copy of the current Town of Estes Park (ToEP) License to operate the Unit as a Short-Term Rental Property (STRP) vacation home.
- 2) A signed Association Rental Compliance Form signed by the Unit owner (as sole proprietor, trustee, or Officer of an LLC or corporation) and the local representative, if the Unit is a Short-Term Rental Property, or property manager or agent for long term rentals. The Form is attached to this document and incorporated herein by reference. Applies to both short- and long-term rental Units. The Form and attachments may be signed in counterparts by the owner and the representative or agent and submitted in pdf format via email to the Association.
- 3) Copy of Rental Agreement form that will be used. Applies to both short- and long-term rental Units.

- 4) Proof of Insurance in ACORD form, or an equivalent, indicating Commercial General Liability rental coverage of at least \$1,000,000 per occurrence. Applies to both short- and long-term rental Units.

B. Content of Rental Agreements. A written rental agreement is required which shall include at a minimum Tenant confirmation that they have read and agree to comply with sections of the Declaration and Association rules pertaining to Declaration Section 17, Occupancy, Unit Rentals, Parking and Safety (particularly the grill policy), Noise and Nuisance Control, and Short Term Rentals, which may be either incorporated in the rental agreement or attached to it. Further, the rental agreement must address maintenance of quiet enjoyment by other Association Unit owners, that no pets are allowed short term, and proper use of facilities.

C. Estes Valley Resident Agent available 24/7 to Association. The Local Representative or Agent named in the Town of Estes Park STRP license shall be continuously available and contractually able to act on behalf of the owner to immediately solve problems with the tenant or the Unit without owner involvement. The Town of Estes Park Short- Term Rental Ordinance requires that the Local Representative respond within 30 minutes, which is adopted as a policy of the Association.

II. In Unit List of Rules

The Association has adopted a list of rules which shall be posted in each short-term rental Unit:

1. Units may not be rented to anyone younger than 25 years of age.
2. Event rentals are prohibited. Event rentals are defined as the rental of a Unit to one or more persons for planned gatherings of related or unrelated persons for the purpose of celebrating special events such as, but not limited to, weddings, reunions, bachelor and/or bachelorette parties, and business retreats. Rentals are restricted to rentals to family gatherings so as to comply with the Declaration rules concerning occupancy, and in keeping in character of PRW as a residential community.
3. Renters must observe the 10:00 PM PRW quiet time. (See Rule E.3 for details)
4. Short Term Renters may not bring pets into PRW.
5. Trash is to be placed in approved containers at the end of the driveway on the day of collection. No other trash, rubbish, equipment, or material of any nature shall be left outside of any Unit.
6. Guest parking is restricted to the garage and the driveway bib in front of the garage door.
8. No trailer, boat or RV of any type is allowed on the PRW property unless it is parked in the garage. It may not be parked in the driveway or on the public street. (emphasis added)
9. No activities shall be conducted within any Unit or upon PRW property which are unlawful or may be unsafe or hazardous to any person or property.
10. No open fires are allowed at PRW. This includes limited common elements, decks and patios. By way of example and not limitation, no charcoal barbecues, propane or wood fire pits, chiminea outdoor fireplaces, tiki torches, bug repellent/citronella candles are permitted on decks,

patios, or in any open areas. Gas and electric grills conforming to the separate PRW rule are permitted (See Rule D.4.)

11.If found in violation of these rules by a PRW Board member, the Unit owner, or the Unit management company, the renters may be required to vacate the property and will be subject to the penalties contained in their rental agreement.

III. Additional Rules Governing All Rental Units

12. Neither the owner nor any agent or advertising may state that a Unit “sleeps 8”. Such advertising creates the erroneous perception that 8 adults may occupy the Unit and the potential for tenant violation of the Declaration, together with the necessity of the Association to investigate and the potential of conflict if the tenant is in violation and persons must therefore vacate the Unit.

13. The entire Garage must be available for renter parking.

14. A short term owner must mail notice of the rental agent’s name and phone number to all other owners within 100’ of their Unit annually, as required by Town of Estes Park. This is a town requirement and is a rule of the Association because PRW requires compliance with all Town short term rental ordinance rules.

15. All rental Units shall have a sign posted on the deck that the grill must be located as far away from the structure as the deck will permit and not closer than 2 ft. from the deck railing when in use; and recite “Do Not Leave Unattended”.

D. Rules Governing Parking and Safety

1. Fire Lanes. All Driveways within PRW are declared to be Fire Lanes. Parking is prohibited on all Driveways within PRW by Declaration 17N. The Association may post signage giving notice that parking is not permitted, but the lack of signage shall not abrogate this rule.

2. Permitted Vehicles. The Declaration limits parking outside a Unit to two motor vehicles, defined as “cars or pick-up trucks ¾ ton or smaller”. Pickups using the industry designation of 250 or 2500 class or smaller qualify as ¾ ton for Association enforcement purposes. Trucks which have dual wheel rear axles by definition exceed ¾ ton capacity and are not permitted. Vehicles which when parked on a Unit bib encroach on the driveway violate the Declaration in all instances without regard to class and are prohibited.

3. No Parking on Park River Place. Unit owners and their guests and tenants are reminded that they may not park any vehicle, trailer, or boat on Park River Place or the driveways notwithstanding the public nature of the street because it is prohibited by the Declaration 17 N. The Board issues a variance from this rule from time to time to accommodate maintenance of the driveways.

4. Grill Rules. PRW permits the use of gas and electric grills only on the decks and patios. No open burning, smokers, or charcoal grills are permitted anywhere within Park River West. When in use, grills should be located as far away from the structure as the decks will permit and not closer than 2 feet from the deck railing when in use. Owners are reminded that any damage from heat or flame from the grill, no matter where located, is the Unit Owner responsibility. Grills with

more than 2 burners or multiple accessories create a special risk of heat and flame damage. Unit owners should be aware of the heat that can be generated from all grills, but especially large ones. We encourage all Unit owners to be familiar with their grill owner's manual and operate the grills as instructed. Grills must be regularly cleaned and maintained. Grills must not be left unattended when in use. A grill fire can be catastrophic because our Units are connected and close to each other. As a fire prevention measure each Unit must have an ABC type extinguisher within easy reach of the grill.

4. Motorhomes. The Board has issued a variance to Declaration 17 G so as to permit the loading and unloading of certain motorhomes. The motorhome may not exceed 24', must be parked on the Unit bib only, not encroach on the driveway, and may be parked for no longer than 16 hours when loading or unloading. No occupancy of the motor home is permitted during this interval.

E. Rules Governing Noise and Nuisance Control

1. Pets must be on a leash and attended when outside the Unit. Owners must pick up after their pet immediately and dispose of any waste properly. No leash, cable, wire, runner or other device shall be attached to the Unit or anchored in any manner to the General Common Elements. Pets may not be left unattended on the decks.

2. Trash is to be placed in approved containers at the end of the driveway on the day of collection. No other trash, rubbish, equipment, or material of any nature shall be left outside of any Unit.

3. "Quiet Time" shall be from 10:00 P.M. until 8:00 A.M. every day, during which no person shall conduct an activity inside or outside a Unit which is audible within any other Unit or shall disturb the quiet or peace of any other Unit. Examples of such activity are, but not limited to: conversation or music inside or outside a Unit audible inside any other Unit, deck parties, occupancy of a hot tub or spa, operation of a noisy vehicle or mechanical device.

4. Event rentals are prohibited. See the rental rules for definitions. PRW prohibits the use of Limited Common Elements by persons other than Unit owners, their direct guests, and direct tenants. No tenant shall invite or permit more persons than are permitted by the occupancy Declaration to enter or occupy the General Common Elements or Limited Common Elements on any part of Park River West. This rule is adopted because parking space is limited, crowding creates noise and nuisance for adjoining Unit owners, and it is not possible for Unit owners to control the actions of guests of short-term tenants or discern their identity and activity within the Association to enforce the Declarations or rules.

5. No bird feeder, birdhouse, or device calculated to attract wildlife shall be placed upon the general common elements. Nor shall any person place anything upon the limited or general common elements that attracts wildlife, especially bears. No decorations, decorative lighting, signage or art may be placed upon the general common elements.

6. No pets are permitted to short-term renters.

F. Permitted Alterations and Repairs

The Board has granted written consent to many common Unit owner repairs and improvements so as to alleviate inadvertent technical violations of the Declaration when Board approval would be customarily be granted in any case. If the Unit alteration does not conform to this Consent,

please contact the Board before proceeding so as to avoid the expense of removal and restoration. The full alterations policy as adopted can be found in Appendix 2.

I. Written Consent To Owners.

Unit owners in the natural course of occupancy repair and decorate the limited common elements. The Board has determined that it is onerous and unreasonable to request permission in advance of some changes to limited common elements. Thus, this document is blanket consent for the following repairs and changes. Unit owners may rely on this consent in lieu of individual permission:

1. Interior Remodels and Repairs. Unit Owners may change the interior appearance of walls, drywall, sheetrock, floor coverings (including carpet, tile and wood), electrical and plumbing fixtures. Excepted from this consent is the removal or alteration of any structural element, bearing wall, floor, subfloor, or common wall between Units.

2. Mechanical Systems. Unit Owners may repair, replace, and alter the electrical system, gas service, water heater, drains and plumbing, furnace, and gas fireplace. Duct work associated with heating and cooling may also be repaired or replaced by the Owner. Fireplaces may not be converted to wood burning. Blanket consent to installation of air conditioning is granted, together with permission to install a pad and exterior compressor on the General Common Area adjacent to the Unit. The materials used shall be of the same or better quality as now exists, and the work shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

3. Windows and Doors. The interior appearance of windows and doors may be altered. The exterior appearance of doors and windows are excepted from this consent. Window glass when broken shall be immediately repaired and replaced with like kind glass: but no frosted or tinted glass shall be used if the exterior appearance of the Unit will be altered. Plexiglass or other similar translucent material is not "like kind" and is not permitted. Garage doors are covered by this consent and shall be replaced or repaired when buckled. Replacement and repair of doors and windows, including any frames and sills, shall be of the same or better quality as now exists; shall not alter the exterior appearance of the Unit; and, shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance.

4. Storm Doors. Storm doors may be installed so long as the frame color matches the existing building or Unit trim color, with antique hardware matching the front door and a full frame window. Brass door hardware is not allowed per Declarations section 11(C) and section 11(D). After the installation, it is necessary to schedule the Association painting contractor to touch-up around the door. Owners are not allowed to paint the exterior of the building, so as to ensure matching paint and quality. This is to ensure a homogenous exterior appearance. Anderson storm doors have been found to meet these requirements.

5. Radon Mitigation. The interior and exterior common limited elements may be altered by Unit Owners electing to install radon mitigation systems. Alterations to the siding and roofing shall require a water tight seal and ensure the structural integrity of the Unit. Painting of exterior radon vents shall be done by the Association. The radon remediation work shall be performed by a qualified person duly licensed by the Town of Estes Park.

6. Decks and Patios. Consent is granted to install a gate on decks and patios so long as (a) the gate shall be architecturally consistent with the existing deck or patio; (b) the materials used shall be of the same or better quality as now exists; and (c) the work shall be performed by a qualified person duly licensed by the Town of Estes Park, if so required by local ordinance. III. Conditional Consent And Approvals.

The following items are permitted subject to design submission by the Unit Owner, written acknowledgment of responsibility by the Unit Owner, and approval by the Board:

1. Awnings. Awnings are approved for use only on decks. The approved model is “The Eclipse” retractable awning, available from Peterson Canvas and Awning, 1422 Webster Avenue, Fort Collins CO 80524; see www.petersoncanvas.com and www.eclipseawnings.com. Although the above model is approved, the design proposal must still be submitted to the Board, including style and color. The color should match the body or trim of the Unit. A solid color is preferred but a suitable stripe that matches both colors can be considered. If approved, it must be agreed that any damage to the building resulting in repair caused by the awning, including but not limited to improper installation and use, will be the responsibility of the owners. The potential for wind damage must be considered, along with the need for durability in our mountain environment; experience so far suggests that manual operation is preferable. All maintenance of structure and appearance of the awning is the responsibility of the owner.

G. Deck Repairs.

The deck for each Unit in the Association is a limited common element. The area over the garage on Units 635, 637, 639, 641, 643 and 645 is a deck, accessed and controlled solely through the living space of each Unit, and designated as a deck on the architectural floor plan for those Units.

Upon instruction from the Membership at the 2017 Annual Meeting, the adoption and ratification of the Board policy governing deck maintenance and repair by the Membership was formally re-stated and adopted by the Board and controls decisions of the Board, as follows:

“1. The Association shall remediate deck deterioration once for each Unit, including the replacement or repair of structural components and installation of a moisture barrier.

2. The expense shall be borne by the Association. Any later repair or replacement shall remain the responsibility and the expense of the Unit owner according to the Declarations.

3. All deck repairs must be arranged through the Association. And, the Association shall manage the repairs and charge the Unit owner for the cost.

4. The Membership has directed that the current Board policy providing for a single repair of the deck on each Unit is approved and acts taken pursuant to that policy ratified in all respects.”

Exhibit 2
Park River West Condominium Association, Inc.
Policy Governing the Rental of Units
Adopted 19 December, 2019, amended 16 November 2020

The following policies and procedures (“Policy”) governing the Occupancy and Management of Rental Units have been adopted by the Park River West Condominium Association, Inc. (“Association”) at a meeting of the Board of Directors.

1. GENERAL

The following Policy and procedures have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-302 [Powers of unit owners' association] and Bylaws Article II, Section 9(A) at a meeting of the Board of Directors.

A. Statutes Superior To All. The terms and conditions set forth in the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. These policy provisions are subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Findings of the Association. The Association finds:

(1) That various Unit owners rent their Units as a regularly conducted commercial enterprise on both a short- term (less than 30 days) and long- term (month to month or longer) basis.

(2) That the rental of Units is a commercial business governed by Ordinances of the Town of Estes Park; and, Unit owners have declared their operation as a business which must be licensed and qualified.

(3) That the presence of short-term occupants and tenants places a management burden and costs upon the Association not otherwise encountered with bare Unit ownership by reason of:

(a) a lack of occupant and tenant familiarity with Association Declarations, Bylaws, Rules and Regulations;

(b) tenant and occupant misuse of General Common Elements;

(c) tenant and occupant lack of respect for the occupancy of adjoining and surrounding Unit owners;

(d) knowing and persistent violation of occupancy, use, fire, safety and parking rules by occupants and tenants;

(e) and, the necessity of the Association to investigate the activity of occupants and tenants and rectify behavior above and beyond that encountered with owner occupied Units.

(4) Owner occupied Units should not bear the burden and expense of managing neighboring commercial enterprises; and no assessment has been made against any Unit in that regard. Costs incurred by the Association for the management of rental Units is not a common expense

associated with the maintenance, repair, or replacement of a limited common element or any enumerated expense at Section 9.E. of the Declarations. Rather, the time and expense expended by the Association and its Board to govern and regulate tenant and landlord conduct is a unique cost associated solely with the commercial rental of Units and should be borne solely by the rental Unit and its owner as the beneficiary of the rents earned.

C. Authority. The Association by and through its Executive Board is empowered to impose reasonable rules and collect fees associated with the additional regulation and management of Unit rental businesses by reason of C.R.S. 38-33.3-302(1) (j), (o), (p) and (q), together with the authority vested in the Association and its Board in the Declarations and Bylaws.

2. RULES IMPOSED UPON RENTAL UNIT OWNERS

A. Information to be provided to the Association. On or before April 1, 2021, and on each anniversary thereafter, each Unit owner renting shall provide to the Association the following documentation:

- 1) Copy of the current Town of Estes Park (ToEP) License to operate the Unit as a Short-Term Rental Property (STRP) vacation home.
- 2) A signed Association Rental Compliance Form signed by the Unit owner (as sole proprietor, trustee, or Officer of an LLC or corporation) and the local representative, if the Unit is a Short-Term Rental Property, or property manager or agent for long term rentals. The Form shall be drafted and produced by the Association, provided to Unit owners, and shall apply to both short and long-term rental Units. The Form and attachments may be signed in counterparts by the owner and the representative or agent and submitted in pdf format via email to the Association.
- 3) Copy of Rental Agreement form that will be used. Applies to both short- and long-term rental Units.
- 4) Proof of Insurance in ACORD form, or an equivalent, indicating Commercial General Liability rental coverage of at least \$1,000,000 per occurrence. Applies to both short- and long-term rental Units.

B. Content of Rental Agreements. A written rental agreement is required which shall include at a minimum Tenant confirmation that they have read and agree to comply with sections of the Declaration and Association rules pertaining to Declaration Section 17, Occupancy, Unit Rentals, Parking and Safety (particularly the grill policy), Noise and Nuisance Control, and Short Term Rentals, which may be either incorporated in the rental agreement or attached to it. Further, the rental agreement must address maintenance of quiet enjoyment by other Association Unit owners, that no pets are allowed short term, and proper use of facilities.

C. Estes Valley Resident Agent available 24/7 to Association. The Local Representative or Agent named in the Town of Estes Park STRP license shall be continuously available and contractually able to act on behalf of the owner to immediately solve problems with the tenant or the Unit without owner involvement. The Town of Estes Park Short- Term Rental Ordinance requires that the Local Representative respond within 30 minutes, which is adopted as a policy of the Association.

3. ASSOCIATION MANAGEMENT FEES

To defray the expense of and compensate the Association for commercial rental management the following fees are imposed:

A. Short-Term Rental. For Units rented for any period less than 30 days an Annual fee of \$0.00 is charged. Such fee is charged without regard to whether the Unit is registered or not with Town of Estes Park. The fee is billed with the annual dues statement, if known to the Association at that time, otherwise when discovered by the Association. The fee is due at the time of first quarterly dues payment, or 30 days after mailing if discovered later.

B. Long-Term Rental. For Units rented month to month or for any period more than 30 days an Annual fee of \$0.00 charged. The fee is billed with the annual dues statement, if known to the Association at that time, otherwise when discovered by the Association. The fee is due at the time of first quarterly dues payment, or 30 days after mailing if discovered later.

C. Collection. Enforcement and collection of fees shall be made in the same manner as for Common Expense Assessments under Declaration Articles 9 and 16 and the Park River West Condominium Association, Inc. Policy for the Collection of Unpaid Assessments as Adopted 18 January, 2016, as amended from time to time.

4. EFFECTIVE DATE

This Policy shall become effective on December 31, 2020.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Mindy Stephens, Secretary

This Policy was originally adopted by the Board of Directors at a regular meeting held on the 19th day of December, 2019, effective the 31st day of December, 2019, amended November 16, 2020, effective December 31, 2020, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Exhibit 3
Park River West Condominium Association, Inc.
Policy for Governance Matters Under The
Colorado Common Interest Ownership Act
Adopted 7 July 2019, amended November 16, 2020

The following policies and procedures (“Policy”) governing matters required by the Colorado Common Interest Ownership Act have been adopted to supercede temporary policies adopted January 21, 2018 by the Park River West Condominium Association, Inc. (“Association”) pending adoption of permanent polices pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

A. Statutes Superior To All. The provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Sunset Provisions Nullified. These Miscellaneous Policies abrogate any prior temporary policy governing the subject and nullify any automatic termination date recited in the prior Temporary Policy.

2. MISCELLANEOUS POLICIES

A. Inspection and Copy of Records. Inspection and copying of Association records by Unit Owners shall be governed by the provisions of the Colorado Non-profit Corporation Act and the Declaration. In particular, the provisions of 38-33.3-317 are adopted and pursuant to subsection (2) Unit Owners are required to submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents and the examination and copying times are limited to normal business hours. Production, examination and copying shall take place at the registered office of the Association.

B. Procedures for addressing disputes arising between the Association and Unit Owners. The provisions of Declaration Sections 25 and 26 together with any applicable provision in the Bylaws shall govern disputes between the Association and Unit Owners, EXCEPT in instances of when the Collection of Assessment Policy or the Policy for Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines would be applicable.

C. Amendment of Policies, Procedures and Rules. The Colorado Nonprofit Corporation Act and the Colorado Common Interest Ownership Act grant plenary authority to the Board to adopt and amend the Policies, Procedures and Rules of the Association. In particular, Bylaws Article II

section 9 grants general rule making authority to the Board in addition to those granted by statute or the Declaration. The Board retains that authority, including the right to amend or vary the Policies, Procedures and Rules of the Association unless abrogated by act of the Membership or by statutory change.

D. Notice of Rules. The Minute Book of the Association kept by the Secretary of the Association will contain all the currently adopted Association Rules and the Association Rules will also be posted on the Association's website, if there is one.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Mindy Stephens, Secretary

This Policy for Governance Matters Under The Colorado Common Interest Ownership Act was adopted by the Board of Directors at a regular meeting held on the 7th day of July, 2019, effective the 7th day of July, 2019, amended 16 November 2020 and effective 16 November 2020, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Exhibit 4
Park River West Condominium Association, Inc.
Policy for the Conduct of Meetings

Adopted 21 January, 2018, amended 24 June, 2020, restated 16 November 2020

The following policies and procedures (“Policy”) governing Conduct of Meetings have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

The following Policy and procedures have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors:

A. The terms and conditions set forth in the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. These policy provisions are subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. The Association conducts the following meetings:

Annual Meeting of the Association,
Special Meetings of the Association,
Regular and Special Meetings of the Board of Directors, and
Annual Board Meeting immediately following the Annual Association meeting

2. ATTENDANCE AND PARTICIPATION

For all Association meetings the attendance and participation policy for Unit Owners and Board Members is:

(a) All Unit Owners, or their representative designated in writing (proxy), may attend any and all meetings;

(b) All Unit Owners, or their representative designated in writing (proxy), may speak at any and all meetings for a specified time period as determined by the Board;

(c) Board members may participate in any Board meeting, including voting rights, in person or by teleconference;

(d) Local Rental Agents properly registered pursuant to Estes Valley Development Code Section 5.1.B(12) by a Unit Owner may participate in person or by teleconference as the Unit Owner representative at a Board Meeting;

(e) Board members may ratify their previous actions taken by consensus outside of a meeting or voted upon by email at a subsequent meeting. Board members may ratify the acts of

an Officer or Director taken on his/her own initiative or by consensus of the available Board outside of a meeting at a subsequent Board meeting.

(f) Unit Owners may attend, participate, and vote at the Annual Meeting or any Special Meeting of the Association in person or by proxy. Unit Owner attendance by teleconference or video at an Association Meeting is permitted whenever the meeting is organized so that all persons participating in the meeting may hear each other during the meeting.

(f) The Unit Owners may ratify acts of the Association Membership, the Board, an Officer or Director at any Annual or Special meeting of the members.

3. ANNUAL AND SPECIAL MEMBERSHIP MEETINGS

(a) Article III of the Bylaws, as it may be amended from time to time, governs the conduct of the Annual and Special Meetings of the Membership.

(b) Notice of Membership Meetings will not be physically posted on Park River West property because there is no protected and available space for the posting and exhibition of such notice on the General Common Area. Members will be given notice by mail and email (if the Member has provided a valid email address to the Secretary).

4. ANNUAL, REGULAR AND SPECIAL BOARD MEETINGS

(a) Article II Section 6 of the Bylaws, as it may be amended from time to time, governs the conduct of the Annual, Regular and Special Meetings of the Board.

(b) Notice of Board meetings may be given by any reasonable means to the Board Members. Participation by a Board Member in a meeting waives any objection to notice; and, the Board member's actual, electronic, or telephonic participation shall be effective for purposes of determination of a quorum.

(c) No notice of the Annual Meeting of the Board is necessary to any newly-elected Board member in order to legally constitute such meeting, provided a quorum is established.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Mindy Stephens, Secretary

This Meetings Policy was originally adopted by the Board of Directors at a regular meeting held on the 21st day of January, 2018, effective the 21st day of January, 2018, amended and effective at a regular meeting of the Board on 24 June 2020, and restated on 16 November 2020, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

Exhibit 5
Park River West Condominium Association, Inc.
Policy for Enforcement of Declarations, Covenants and Rules,
including Notice and Hearing Procedures and the Schedule of Fines
Adopted 21 January 2018, as amended 16 November 2020

The following policies and procedures ("Policy") governing Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

A. Statutes Superior To All. The provisions of the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act ("CCIOA"), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. This Policy is subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Fairness. This Policy is adopted to ensure a fair and impartial fact-finding process concerning whether the alleged violation actually occurred and whether the Unit Owner should be held responsible for the violation. This process may be informal but shall, at a minimum, guarantee the Unit Owner notice and an opportunity to be heard before an impartial decision maker.

C. Impartiality. The Board acting as a whole shall be the statutory "impartial decision maker" with the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including its architectural requirements, and the other rules and regulations of the Association. The mere ownership interest of a Director in a Unit shall not constitute a direct personal or financial interest in the outcome. A Director shall not be deemed to have a direct personal or financial interest in the outcome if the Director will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. A Director with a greater benefit or detriment is obligated to disclose the impediment to the Board before any hearing, deliberation, or decision; and, the Director shall recuse herself forthwith from such proceedings.

D. Governing Instruments. The provisions of Declaration Sec. 13 and Bylaws Article II Section 9 give the authority to the Board to enforce all covenants, declarations, Bylaws and rules of the Association. Declaration Sec 13 authorizes the Association to collect damages, costs, and attorney fees incurred by the Association for violations of the Declarations, Covenants, Bylaws and Rules. Declaration Sec. 25 provides rules for notice to an Owner by the Board, and notice to the Board by an owner, as well the time for hearing and decision. The Section 25B hearing is called Mediation. Declaration Section 26 compels the Association and Unit Owners to employ Arbitration after the Section 25B Mediation in disputes between the Association and a Unit Owner. Section 27 sets out the schedule of fines and the procedure giving advance notice of

intent to levy the fine and an opportunity to show cause and be heard prior to Board action. Interpretation and application of the foregoing provisions is reserved to the Board as a Policy of the Association and under the general rulemaking authority vested in the Board under Declaration Section 13 and Colorado Revised Nonprofit Corporation Act.

E. Vicarious Responsibility. All Unit Owners are liable and responsible for all acts of themselves, their officers, agents, family, guests, tenants and invitees. All violations of officers, agents, family, guests, tenants and invitees are imputed to the Unit Owner; and, no defense of third party responsibility shall be entertained in such instances.

F. Calculation of Violations. Each component or part of a Declaration or Rule is a separate rule, and the violation of which is a separate violation. Each day that a violation persists or occurs is a separate violation. Whenever a violation would commence on one day and continue on to a consecutive day or days, the original day and each following consecutive day shall be a separate violation.

2. DUE PROCESS

A. Complaints. The Association recognizes that complaints arise in any number of contexts, and that the Board as a whole and individual Board member may receive complaints in writing, but most often verbally from Unit Owners or by a Board Member's own observation. Notice of a violation received orally or by observation shall be given the same treatment as one received in writing.

B. Informal Action. The Association policy is to deal with complaints as soon as practicable and in a respectful neighborly fashion without resort to punitive action. Upon initial receipt of a complaint by the Board as a whole or an individual Member, a Board Member or the whole may confer with the President to determine if a violation is occurring immediately. If such is the case, then the President or any other Board Member shall contact the Unit Owner or his/her Agent by any method to inform the Unit Owner of the violation and request that it cease. If the Unit Owner complies and there is no cost of repair, no further action will be taken, but the violation shall be noted so that it might be taken into account if there are repetitive violations.

C. Response to Noncompliance – Initial. If after an informal contact concerning the violation the Unit Owner (including the officer, agent, tenant, guest, or permissive occupant of an Owner) refuses to cease the violation or persists in the violation, the President or her designee shall have the authority to take action to immediately rectify the violation where the violation impacts safety, parking, access, noise, violation of law, or protection of the General Common Elements. The expense of remediation of the violation shall be noted and submitted to the Board to institute formal Action.

D. Formal Action. In all cases where a violation persists after informal action or where remediation expense has been incurred to remedy a violation, the matter shall be placed on the agenda of a meeting of the Board for consideration. If the Board determines that the collection of remediation expense is appropriate or a fine may be imposed for the violation, then a Hearing before the Board shall be held upon written notice to the Unit Owner in the method dictated by Declaration Sec 25B (hearing in no more than 30 days after notice, decision no more than 15 days after hearing) and containing the detail of the alleged violation and prospective fine, together with any other content required by Declaration Sec. 27. The Hearing shall be that provided for in Declaration Sec. 27 (Fines) and no second hearing under that provision shall take

place. The Hearing is a meeting of the Board, and other business may be taken up before or after the Hearing.

E. Conduct of Hearing. The President of the Association or her designee shall act as the presiding officer at the Hearing. The President or her designee shall appoint one Board Member (Advocate Member) or a duly licensed Colorado attorney to present the case for a violation when there is no third party advocate complaining, such as a complaining Unit Owner. The Board of Directors, including the President, acting as a whole deliberative body shall first hear the presentation of facts by the Advocate Member, Association Attorney, or third party complainant. Then the alleged Unit Owner violator or her designee shall be entitled to present her case in opposition or mitigation. If an alleged violator Unit Owner shall fail to appear at the time and place of Hearing he/she shall be deemed to have waived the right to present a case and the Hearing shall proceed in his/her absence. The President shall have authority to limit the time allotted to both the advocate for the complaint and the Unit Owner for their respective presentation, including time allotted to the Directors to pose questions to the parties. Each party shall be allotted no less than 10 minutes to present a rebuttal and final argument to the Board after the presentations shall be concluded.

F. Deliberations. Deliberations shall take place within 14 days after the Hearing is concluded. Any Board Member, including the Advocate Member if so appointed, may recuse himself or herself prior to deliberation if he or she feels that he/she cannot act as an impartial decider of fact even if he or she would not otherwise be disqualified by the terms of the CCIOA. The deliberations shall take place in open session, except that the Board may go into executive session and outside the presence of witnesses or the alleged violator whenever permitted by the terms of C.R.S. Section 38-33.3-308(3) to (7) inclusive.

G. Decision. The decision of the Board shall be in writing, made no more than 15 days after the close of the Hearing, and conveyed to the Unit Owner in the manner required by Declaration Sec. 25A. That is, by personal delivery or by regular US First Class Mail, postage prepaid to the Declaration Sec. 20A address provided by the Unit Owner. If no violation is found, then the Decision shall so state. If a violation is found to exist, then the Decision shall set forth the Declaration provision and/or Rule violated, the number of times the Unit Owner has previously been found to be in violation of the Declaration or Rule, the amount of any fine imposed, costs of remediation assessed, and attorney fees incurred and assessed.

H. Schedule of Fines. The Schedule of Fines set out in Declaration Sec. 27 governs, together with the authority of the Association in Declaration Sec 27 and Sec 13 to impose the costs and attorney fees upon a Unit Owner found to be in violation. Generally, a first offense fine is \$25; a second offense, \$50; and, a third offense \$150, plus costs and attorney fees. Declaration Sec 13 empowers the Association to collect the costs of remediation (damages) as well as costs and attorney fees for all violations.

ENFORCEMENT

A. No Violation. If the Decision is that no violation has occurred, no penalty or costs shall be imposed on a Unit Owner, whether the alleged violator or a complainer.

B. Violation. Where a violation has occurred, the Decision shall be sent to the Unit Owner/violator in the manner required by Declaration Sec. 25A. The Association is empowered to collect upon

the Decision after non-payment 30 days from the date of the Decision, including the imposition of lien upon the offending Unit, but subject to Arbitration.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____
Mindy Stephens, Secretary

This Meetings Policy was adopted by the Board of Directors at a regular meeting held on the 21st day of January, 2018, effective the 21st day of January, 2018, amended 16 November 2020, effective 31 December 2020, and is attested to by the Secretary of the Park River West Condominium Association, Inc.