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POLICY LETTER NUMBER: 001

SUBJECT: Policy Letters: Rules and Regulations

REFERENCE: David C. Conley, P.C. Attorney-At-Law letter dated July 21, 2006.

A Board Member meeting was requested with David Conley and conducted on July 21, 2006. Purpose of the meeting was to gain insight into the impact that Senate Bill 100 (2005) and Senate Bill 89 had on Hunters Point Homeowners Association. At the meeting Mr. Conley reviewed specific portions of the SB 100 and provided guidance on the Policy Letter method of incorporating the spirit and intent of the Bill. The specific sections requiring Policy Letters that were discussed at the meeting are contained in Mr. Conley's attached letter.

HPHOA policy letters are written courses of action and adopted by the Association that are designed to influence and determine decisions as well as establish or amend HPHOA rules and regulations. They will become guiding principles and procedures linked to covenants and by-laws that articulate the method of operation regarding areas

that need clarification and/or compliance with SB 100 and SB 89. All policies will be drafted by individual Board Members, reviewed and finalized, then voted upon and approved by the Board of Directors.

Approved by HPHOA Board of Directors on: November 14, 2006

Signed: J. Toniolli, President HPHOA

POLICY LETTER NUMBER: 002

Subject: Policy for the retention of Association records, and policies and procedures for the inspection and copying of Association records by Owners and/or their authorized agent.

Reference: : The Declaration, Articles of Incorporation, Bylaws, and Colorado law.

Effective Date: June 11, 2013.

1. Previous Policy. This Policy Letter shall amend, restate, and supersede, in its entirety, the Association's Policy Letter 2, regarding "Inspection and Copying of Association Records," effective November 14, 2006.

2. Association Records. The Association shall maintain the following records, which shall be deemed the sole records of the Association for the purposes of document retention and inspection by Owners:

- a. The date on which the fiscal year for the Association begins;
- b. The Association's operating budget for the current fiscal year;
- c. Annual financial statements, if any, for the past three (3) years that show in reasonable detail the Association's assets and liabilities, the results of its operations, and the amounts held in reserve;
- d. Detailed records of receipts and expenditures affecting the operation and administration of the Association;
- e. The results of the Association's most recent available financial audit or review, and/or reserve study;
- f. The Association's tax returns, if available, for the past seven (7) years;
- g. A list, by lot or address, of the Association's current Assessments, both regular and special, and records relating to presently delinquent Owners' accounts;
- h. The names of current Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association

communicates with them, showing the number of votes each Owner is entitled to vote;

- i. A list of the names, email addresses, and physical mailing addresses of the current Board of Directors;
- j. The most recent annual report delivered to the Colorado Secretary of State;
- k. All of the Association's Bylaws, Articles, Rules, governance policies, and any policies adopted by the Board of Directors;
- l. All minutes from Owner and Board of Directors meetings, a record of all actions taken by Owners or the Board of Directors without a meeting, and a record of all actions taken by any committees of the Board of Directors;
- m. Written communications (including electronic messages) among, and the votes cast by, the Board of Directors that are directly related to an action taken by the Board of Directors without a meeting;
- n. Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Owners;
- o. Ballots, proxies, and other records related to voting by Owners for one (1) year after the election, action, or vote to which they relate;
- p. Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class of members;
- q. All written communications within the past three (3) years to Owners generally as Owners;
- r. A list of all Association insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insureds, and the expiration dates of the policies;
- s. Records of claims for construction defects and amounts received pursuant to settlement of those claims; and
- t. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two (2) years.

3. Records Retention. Unless otherwise stated in Section 2, all records shall be retained permanently. The Association shall destroy all other records after the time frame for which they must be kept has lapsed.

4. Records Creation. The Association is not obligated to compile or synthesize information in order to satisfy its obligations under this Resolution.

5. Scheduled Records Inspection. Association records shall be available for examination and copying through the Board of Directors by appointment, and at location

of the Board of Directors choosing. To schedule record examination and copying, an Owner, or the Owner's authorized agent, must provide the Association with a completed "Notice of Intent to Examine and Copy," a copy of which is attached hereto ("Notice"), so that the Association can have the desired books, records, and personnel available. A Notice must be submitted to the Association not later than ten (10) days prior to the planned examination and copying. Said Notice must describe with reasonable particularity which records are sought and the purpose of the examination and copying. Such Notice may be sent to the Association by mail at the address disclosed by the Association in accordance with Colorado law. The Association may require the requested examination and copying to occur at the next regularly scheduled Board of Directors meeting if such meeting occurs within thirty (30) days after the request.

6. No Removal of Records. No records may be removed from the Association's possession without the express written consent of the Board of Directors. A right to copy records includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission; provided, however, that the Association must produce such copies only when such form of production is available and the Owner specifically includes such a request in the Notice of Intent to Examine and Copy.

7. Fee for Copies. The Association may charge a fee for copies, not to exceed the Association's estimated actual cost for copies of records, and which fee may be collected before any copying begins.

8. Limitation of Access to Certain Records. The Board of Directors may withhold records from examination and copying to the extent that the records are or concern:

- a. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans or designs;
- b. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
- c. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- d. Disclosure of information in violation of law;
- e. Records of an executive session of the Board of Directors; and
- f. Records involving Individual lots other than those of the requesting Owner.

9. Prohibited Access to Certain Records. The Board of Directors must withhold records from examination and copying to the extent that the records are or concern:

- a. Personnel, salary, or medical records relating to specific individuals; or
- b. Personal identification and account information of Owners, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

10. List of Owners. An Owner may not request a membership list for any purpose unrelated to an Owner's interest as an Owner without the written consent of the Board of Directors. Unrelated purposes for the use of a membership list include, but are not limited to:

- a. The solicitation of money or property, unless such money or property will be used solely to solicit votes of the Owners in an election to be held by the Association;
- b. Any commercial purpose; or
- c. To be sold to or purchased by any person.

11. Commercial Use. Association records and the information contained therein may not be used for commercial purposes.

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

13. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and Colorado law governing the Condominium Project.

14. Deviations. The Board of Directors may deviate from the procedures set forth in this Resolution if such deviation is permissible under Colorado law and such deviation is reasonable in the Board of Directors' sole and absolute discretion.

15. Amendment. This Resolution may be amended from time to time by the Board of Directors.

President's Certification: The undersigned, being the President of Hunters Point Home Owners Association., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on June 11, 2013 and in witness thereof, the undersigned has subscribed his/her name.

Hunters Point Homeowners Association

a Colorado nonprofit corporation

By: SIGNED-Kenneth D Riley

Its: President

Date: June 11, 2013

NOTICE OF INTENT TO EXAMINE AND COPY RECORDS OF HUNTERS POINT HOMEOWNERS ASSOCIATION.

Date: _____

I request to inspect and/or copy the following records of Hunters Point Homeowners Association. (be as specific as possible): _____

My inspection and/or copying of each identified record shall be for the following purpose(s) (be as specific as possible and provide a purpose for each request record): _____

I understand and agree that pursuant to the terms of the Colorado Common Interest Ownership Act (the "Act"), Association records may not be: (i) used to solicit money or property, unless such money or property will be used solely to solicit votes of the Owners in an election to be held by the Association; (ii) used for any commercial purpose; or (iii) sold to or purchased by any person.

I also understand and agree that pursuant to the Act, the Board of Directors may not allow an Owner to examine and/or copy personnel, salary, or medical records relating to specific individuals, or personal identification and account information of Owners, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers ("Private Records"). I further agree that in the event any Private Records are produced and/or copied, I shall immediately notify the Association, return all copies of the Private Records to the Association, and destroy any such information derived from the Private Records contained in any medium.

I further agree that in the event any record request is used for any of the aforementioned improper purposes and/or that I fail to return any Private Records upon discovery or request, I shall be responsible for any and all damages, penalties and costs incurred by the Association, including without limitation, attorneys' fees and costs, caused by the improper use and/or the disclosure of the Private Records. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Colorado.

Understood and Agree to By:

Name: _____

Name: _____

Owner of Lot _____

Owner of Lot _____

Date: _____

Date: _____

POLICY LETTER NUMBER: 003

Subject: Policy and Procedures For Collection of Unpaid Assessments

Reference: The Declaration, Articles and Bylaws of the Association and Colorado Law.

Effective Date:: December 1, 2013.

1. Previous Resolution. This Policy shall amend, restate and supersede, in its entirety, the Associations Policy Letter Number 3 regarding “HPHOA Annual Assessments, Collection and Establishing”, dated September 13, 2011.
2. Due Dates: The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on February 28th of each year. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent.
3. Receipt Date. The Association shall post payments on the day that the payment is received in the Association’s office.
4. Late Charges on Delinquent Installments. The Association may impose on a monthly basis a late charge not to exceed \$10.00, as determined by the Board, for each Owner who fails to timely pay his/her annual assessment within 30 days of the due date. This late charge shall be a common expense to each delinquent Owner. The Association shall impose interest from the date due at the rate of 18% per annum on the amount owed for each Owner who fails to timely pay their annual assessment within thirty days of the due date. Total late charges and interest cannot exceed 45% of the amount the annual assessment in any 12 month period.
5. Personal Obligation For Late Charges. The late charge shall be the personal obligation of the Owner(s) of the lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.
6. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules of Regulations of the Association or this Resolution, a reasonable fee not to exceed \$20.00 or other amount deemed appropriate by the Board of Directors shall be assessed against any Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner in not honored by the bank or is returned by the bank for any reason

whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner payment by check or instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) or the lot for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. This return check charge shall be in addition to any late fees or interest incurred by the Owner. Any returned check shall cause an account to be past due if payment of the monthly installment of the annual assessment is not timely made within thirty days of the due date.

7. Service Fees. In the event the association incurs any type of service fee regardless of what it is called by a management company, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the owner as such fee would not be incurred but for the delinquency of the Owner.

8. Payment Plan. Any Owner who becomes delinquent in payment of assessments after January 1, 2014 and has not previously been referred to the Associations attorney for collection actions, may enter into a payment plan with the Association, which plan shall be for a minimum term of 6 months. Such payment plan shall be made available to each Owner prior to the Association referring any account to an attorney for collection action. In the event the Owner defaults or otherwise does not comply with the terms and conditions of the payment plan, the Association may, without additional notice, refer the account to an attorney for collection action or may take such other action as it deems appropriate in relation to the delinquency.

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

10. Application of Payments. All sums collected on a delinquent account referred to an attorney for collection shall be remitted to the Associations attorney until the account is brought current. All payments received on account by any Owner or the Owner's property (herein collectively "Owner"), shall be applied in the following manner: first to

the payment of any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, fines and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of payment to any special or regular assessments due or to become due with respect to such Owner.

11. Collection Process.

a. After an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Association or its managing agent shall send a written notice ("First Notice") of non-payment, notice that interest and late fees may accrue, amount of past due and request for immediate payment. The Association's notice, at a minimum shall include the following:

(i) The total amount due to the Association along with an accounting of how the total amount was determined.

(ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.

(iii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.

(iv) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.

b. After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the Association or its managing agent shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest may accrue and request for immediate payment.

c. After an installment of an annual assessment or other charges due to the Association becomes more than 120 days delinquent, the Association or its managing agent shall send a third written notice ("Intent to Lien Notice") of nonpayment, amount past due, notice that interest may accrue, notice of intent to file a lien and request for immediate payment.

d. After an installment of an annual assessment or other charges due to the Association or its managing agent shall become more than 135 days delinquent,

the Association or its managing agent may file a lien and may turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorneys may send a letter to the delinquent Owner demanding immediate payment for the past due assessments or other charges due. Upon further review, the Association's attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.

e. In addition to the steps outlined above, the Association may elect to suspend trash removal services after an account is 60 days delinquent. If the trash collection company requires a restart fee, this fee will be added to the assessment due.

f. The Treasurer shall inform the Board as to the status of delinquent homeowners. A statement with accrued interest and late fees will be mailed to the homeowner each month the assessment is overdue.

12. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	February 28
Past Due Date (date payment is late if not received on or before that date)	One day after Due Date
First Notice (notice of the availability of a payment plan if applicable)	60 Days after Due Date
Second Notice (notice that interest may accrue)	90 days after Due Date
Intent to Lien Notice (notice that interest may accrue and intent to file lien)	120 days after Due Date
Delinquent account may be turned over to Association's attorney; Lien files; Demand letter sent to Owner	135 days after Due Date

The attorney is to consult with the Association as necessary to determine if a payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association shall furnish an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a \$20.00 fee. If a copy of the Declaration is required an additional \$10 fee will be charged. If however, if the account has been turned over to the Association's attorney, such request shall be handled through the attorney.

14. Bankruptcies and Foreclosures. Upon receipt of any notice of bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any lot within the Association, the Association or its managing agent shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

15. Use of Certified Mail/Regular Mail. In event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

16. Referral of Delinquent Accounts to Attorneys. At the Board's discretion after an account is 135 days past due, the account may be turned over to the Association's attorney for collection. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Association's managing agent, is authorized to take whatever action is necessary and determined in the best interests of the Association, including, but not limited to:

- a. Filing of a suit against the delinquent Owner for a money judgment;
- b. Instituting a judicial foreclosure action of the Association's lien (following the process in paragraph 18);
- c. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests;
- d. File a court action seeking appointment of a receiver.

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

18. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually, each recommendation for a foreclosure and may only approve a foreclosure action after the Owner's delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by a resolution in form and substance as attached hereto.

19. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

20. Communication with Owners. 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 of Directors 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.

21. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone or in writing, when available. However, in doing so, the owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.

22. Defenses. Failure of the Association to comply with any provision in this 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 Policy.

23. Credit Report. In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.

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

25. Supplement to Law. The provisions of this Resolution shall be in addition to and supplement of the terms and provisions of the Declarations and the law of the State of Colorado governing the Project.

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

27. Amendment. This Policy may be amended from time to time by the Board of Directors.

President's Certification: The undersigned, being the President of Hunters Point Home Owners Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on November 14, 2013 and in witness thereof, the undersigned has subscribed his/her name.

Hunters Point Homeowners Association
a Colorado nonprofit corporation

By: SIGNED-Kenneth D Riley President

POLICY LETTER NUMBER: 004

Subject: Investment policy for reserves of the Hunters Point Home Owners Association and a policy regarding the performance of a reserve study.

Reference: The Declaration, Articles of Incorporation, Bylaws, and Colorado law.

Effective Date: June 11, 2013.

1. Previous Policy. This Policy Letter shall amend, restate, and supersede, in its entirety, the Association's Policy Letter 4, regarding "HPHOA Surplus Funds," effective November 14, 2006.

2. Scope. In order to properly maintain areas in the HPHOA that are the responsibility of the Association, to comply with state statutes, to manage assessment reserves ("Reserve Fund"), and to protect the market value of Owners' homes and livability in the Hunters Point Home Owners Association, the Board of Directors determines that it is necessary to have policies and procedures for the investment of the Reserve Fund and the performance of reserve studies.

3. Purpose of the Reserve Fund. The purpose of the Reserve Funds shall be to responsibly fund and finance the projected repair and replacement of those portions of the Hunters Point Home Owners Association that the Association is responsible for and for such other funding as the Board of Managers may determine. The portions of the Hunters Point Home Owners Association that the Association is responsible for typically have limited but reasonably predictable useful lives. The Association shall have two Reserve Funds, one for Common Areas in which all Lot Owners fund and one for Private Drives in which Owners of lots on Private Drives fund.

4. Investment of Reserves. The Board of Directors shall invest funds held in the Reserve Fund accounts to generate revenue that will accrue to the Reserve Fund accounts balance pursuant to the following goals, criteria and policies, listed in order of importance:

- a. Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.
- b. Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
- c. Minimal Costs. Investments costs (redemption fees, commissions and other transactional costs) should be minimized.
- d. Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
- e. Return. Funds should be invested to seek the highest level of return.

5. Limitation on Investments. The Board of Directors, in its discretion, may invest the Reserve Fund in money market funds, certificates of deposit, or laddered corporate

bonds rated AA or better with a maturity of not more than five years. No portion of the Reserve Funds may be invested in equities.

6. Investment Strategy. The Board of Directors' investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach, in the Board of Directors' discretion.

7. Independent Professional Investment Assistance. The Board of Directors, in its discretion, may hire a qualified investment counselor to assist in formulating a specific investment strategy.

8. Duty of Care. The Board of Directors is subject to the standard of care set forth in C.R.S., § 7-128-401, as may be amended from time to time, when investing the Reserve Fund, whereby the Board of Directors is required to invest the Reserve Fund in good faith and with the care of an ordinarily prudent person.

9. Review and Control. The Board of Directors, in its discretion, shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.

10. Performance of Reserve Studies. The Board of Directors may, from time to time and in its discretion, cause a reserve study ("Reserve Study") to be performed. The study should have two sections, one for those portions of the General Common Elements of which the Association is responsible for the maintenance, repair, replacement and improvement and one for the Private Drives. The Reserve Study may discuss the projected sources of funding and whether there is a current funding plan in place for each Reserve Fund. A Reserve Study may be based upon a physical analysis and/or a financial analysis, as determined by the Board of Directors. The Board of Directors may perform an internally conducted Reserve Study, or may retain a reserve study analyst or specialist to complete the Reserve Study.

11. Review of Reserve Study. The Board of Directors shall cause the Reserve Study, if any, and Reserve Funding to be reviewed and updated periodically, at least once every five years, to adjust and make changes in costs, inflation and interest yield on invested funds, plus modification, addition or deletion of components.

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

13. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the laws of the State of Colorado governing the Condominium Project.

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

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

President's Certification: The undersigned, being the President of Hunters Point Home Owners Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on June 11, 2013 and in witness thereof, the undersigned has subscribed his/her name.

Hunters Point Homeowners Association
a Colorado nonprofit corporation

By: SIGNED-Kenneth D Riley Its: President

Date: June 11, 2013

POLICY LETTER NUMBER: 005

Subject: Conduct of Meetings

Reference: HPHOA By-laws Article II Sec 2.1, 2.2, 2.3 and 2.4. Senate Bill 100, Sec 38-33.3-308 and –310.

The annual meeting of the unit owners, as the members of the association, shall be held at least once each year. The meeting date of December 1 of each year as directed by Article II of the by-laws is amended to May of each year. Special meetings of the unit owners may be called by the president, by a majority of the Executive Board, or by 20% of unit owners in the association. The secretary or other officer specified by the board shall cause a meeting notice to be delivered personally or sent prepaid by mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. This notice shall occur not less than 15 nor more than 50 days in advance of any meeting of the unit owners. The notice of any meeting of the unit owners shall be

physically posted in a conspicuous place in addition to any electronic posting or electronic mail notices that may be given. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove an officer or member of the executive board.

All meetings of the association and Board of Directors are open to every unit owner of the association or to any person designated by a unit owner in writing as the unit owner's representative.

At an appropriate time determined by the board, but before the board votes on an issue under discussion, unit owners or their designated representatives shall be permitted to speak regarding that issue. The board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the board shall provide for a reasonable number of persons to speak on each side of an issue.

Approved by HPHOA Board of Directors on: November 14, 2006

Signed: J. Toniolli, President HPHOA

POLICY LETTER NUMBER: 006

Subject: HPHOA Election and Voting Policy

Reference: HPHOA By-laws Article IV Sec 4.5, Sec 4.6. Senate Bill 100, Sec 38-33.3-308 and -310.

The unit owners shall elect the officers at the regular annual meeting. Votes for contested positions on the Board of Directors shall be taken by secret ballot. The secret ballots do not apply to written proxy votes given on behalf of the unit owners. The Board of Directors may remove an officer and may fill a vacancy caused by the resignation or removal of an officer. An officer shall continue in office after the expiration of his term until his successor is elected or until his removal.

At the discretion of the Board, or upon the request of 20% of the unit owners who are present at the meeting or represented by proxy, a vote on any matter affecting the common interest community on which all unit owners are entitled to vote shall be by secret ballot.

Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be unit owners who are selected or appointed at an open meeting in a fair manner by the chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates.

The results of a vote taken by secret ballot shall be reported without reference to the names, addresses or other identifying features.

Approved by HPHOA Board of Directors on: November 14, 2006

Signed: J. Toniolli, President HPHOA

POLICY LETTER NUMBER: 007

Subject: : Policy and procedure regarding Board of Directors members' conflicts of interest and a code of ethics.

Reference: : The Declaration, Articles of Incorporation, Bylaws, and Colorado law.

Effective Date: June 11, 2013.

1. Previous Policy. This Policy Letter shall amend, restate, and supersede, in its entirety, the Association's Policy Letter 7 regarding "Conflicts of Interest," effective November 14, 2006.
2. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Board of Directors members shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Board of Directors members shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.
3. Definition. For purposes of this Resolution, a "conflict of interest" means any contract, decision, or any other action (hereinafter collectively referred to as "Action"), entered into or taken by or on behalf of the Association where:

- a. The Action would financially affect, either beneficially or detrimentally, any member of the Board of Directors or any person who is 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 of Directors or a party related to such member has a beneficial interest, or an entity in which a party related to a member is a director, officer or has a financial interest (collectively, "Related Party"); provided, however, that a Board member shall not be deemed to have a conflict of interest if he or she or a Related Person will not, as the result of a decision on the Action, receive any greater relative benefit or detriment than will similarly situated members of the Association;
- b. Any Board of Directors member's decision with respect to an Action may be affected by his or her, or a Related Persons' personal interests or motives; provided, however, that a Board member shall not be deemed to have a conflict of interest if his or her, or a Related Persons' personal interests or motives are not substantially different than similarly situated members of the Association; or
- c. A majority of the Board of Directors otherwise determines that a conflict of interest exists between any member of the Board of Directors or a Related Party and the Association.

4. Declaration of Conflict of Interest. In the event a conflict of interest exists, then that interested member of the Board of Directors or the Board of Directors, as the case may be, shall declare that a conflict of interest exists. The interested member of the Board of Directors or the Board of Directors shall declare the conflict of interest as soon as is reasonably practicable upon the introduction of a motion or discussion regarding the action, and shall describe in detail all of the particular facts of the conflict of interest. The declaration of a conflict of interest may be set forth in writing by the interested member or the Board of Directors, in which case the written description of the conflict shall be read aloud into the record by a disinterested member, or may be presented verbally.

5. Vote of Interested Member. After a conflict of interest is declared, the interested member of the Board of Directors may not participate in a discussion of the matter giving rise to the conflict of interest nor vote on the Action. The interested member of the Board of Directors may be counted for purposes of determining quorum. In the event multiple members of the Board of Directors declare or are declared to have a conflict of interest, the affirmative vote of a majority of the remaining members shall constitute an act of the Board of Directors. In the event it is subsequently discovered that a member of the Board of Directors failed to declare a conflict, the Board of Directors, at its next meeting, shall vote again on the Action and the conflicted member shall abstain.

6. Code of Ethics. In addition to the above, each member of the Board of Directors and the Board of Directors as a whole shall adhere to the following Code of Ethics:

- a. No member shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.
- b. No contributions will be made to any political parties or political candidates by the Association.
- c. No member shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- d. No member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
- e. No member shall receive any compensation from the Association for acting as a volunteer.
- f. No member shall willingly misrepresent facts to the members of the Hunters Point Home Owners Association for the sole purpose of advancing a personal cause or influencing the Association to place pressure on the Board of Directors to advance a personal cause.
- g. No member shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board of Directors President or be in accordance with policy.
- h. No member shall harass, threaten, or attempt through any means to control or instill fear in any member of the Board of Directors, or any member or agent of the Association.
- i. No promise of anything not approved by the Board of Directors as a whole can be made by any member thereof to any subcontractor, supplier, or contractor during negotiations.
- j. Any member convicted of a felony shall voluntarily resign from his/her position.
- k. No member shall knowingly misrepresent any facts to anyone involved in anything with the Hunters Point Home Owners Association which would benefit himself/herself in any way.
- l. Language and decorum at Board of Directors meetings will be kept professional. Personal attacks against Owners, residents, Managing Agents, service providers and members are prohibited and are not consistent with the best interest of the Hunters Point Home Owners Association.

7. Review. The Board of Directors shall periodically review this Resolution any additional any additional resolutions it may pass regarding conflicts of interest for the members of the Board of Directors.

8. Definitions. Unless otherwise defined in this Resolution, initially capitalized terms defined in the Declaration or the Association's Governing Documents shall have the same meaning herein.

9. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and Colorado law governing the Hunters Point Home Owners Association.

10. Deviations. The Board of Directors may deviate from the procedures set forth in this Resolution if such deviation is permissible under Colorado law and such deviation is reasonable in the Board of Directors' sole and absolute discretion.

11. Amendment. This Resolution may be amended from time to time by the Board of Directors.

President's Certification: The undersigned, being the President of Hunters Point Home Owners Association., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on June 11, 2013 and in witness thereof, the undersigned has subscribed his/her name.

Hunters Point Homeowners Association
a Colorado nonprofit corporation

By: SIGNED-Kenneth D Riley Its: President

Date: June 11, 2013

POLICY LETTER NUMBER: 008

Subject: Procedure for approval and denial of architectural and landscaping changes

Reference: Declaration of Conditions, Covenants, Restrictions and Easements for Hunters Point, dated 4/22/1986, and the Hunters Point Design Standards

The developers of Hunters Point established covenants and design standards that govern property improvements or modifications within the Hunters Point development. Their purpose is to protect property values, aesthetics, and to provide assurances that future construction will conform and be harmonious with the existing houses within Hunters Point.

The Board of Directors is responsible for establishing an Architectural Committee (AC) consisting of 3 to 5 members (homeowners) of the association. The approval of that committee is required before construction, alteration, or installation has started on any item that effect the exterior appearance, material, color, height, and location of each structure, drive, walk, fence, grading of a site, landscaping and plant material.

The approval process starts with the submission of the [Hunters Point Architectural Committee Improvement Application](#) form. In addition, a Roofing Material Requirements form is required for work involving a roof. These forms are located in the front of the Hunters Point Directory, and are attached herein. These forms should be filled out completely, with any required plans, drawings, or paint color samples attached, and submitted to the AC. The AC will review the application and respond, in writing, within 30 days with either an approval or denial of the request. A site visit may be required by the AC to gather information. If the homeowner disagrees with the decision of the AC, the homeowner may request the Board of Directors review the decision.

After an application is approved, the construction must be started within one year of the application; or the project will need to be re-submitted for approval.

Approved by HPHOA Board of Directors on: November 14, 2006
Signed: J. Toniolli, President HPHOA

POLICY LETTER NUMBER: 009

Subject: Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings, and imposition of fines.

Reference: : The Declaration, Articles of Incorporation, Bylaws, and Colorado law.

Effective Date: June 11, 2013.

1. Previous Policy. This Policy Letter shall amend, restate, and replace, in its entirety, the HPHOA Policy Letter 9, regarding "Enforcement of Covenants," effective November 14, 2006.

2. Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the Hunters Point Home Owners Association, a group of Owners or residents, and Board member(s) or committee member(s) by submission of a written complaint.

3. Complaints. (a) Complaints by Owners or residents shall be in writing and submitted to the HPHOA Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association. (b) Complaints by a member of the Executive Board, a committee member, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Committee Member.

4. Investigation. Upon the Association's receipt of a complaint, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. Normally, complaints will be investigated by the Architectural Control Committee. However, the Board shall have sole discretion in appointing an individual or committee to investigate the matter.

5. Homeowner Meeting. If the person investigating the alleged violation, believes a covenant violation may exist, the person will make personal contact with the homeowner to investigate the alleged violation.

- a. If a violation is believed to exist the homeowner will be given a date by which it must be corrected, a memo for record will be retained by the Chairman of the Architectural Control Committee for future action if required, and if the violation is corrected by the date, no further action will be taken.
- b. If the homeowner is unable to correct a violation by the deadline, they must notify the Chairman of the Architectural Control Committee, or person who first contacted them and request an extension. If granted, a second memo for record will be written and retained by the Chairman of the Architectural Control

Committee for future reference as required. If the violation is corrected by the new deadline, no further action will be taken.

- c. The Board of Directors at its sole discretion may elect to waive the requirement for a meeting with the homeowner.

6. Notice Letter. If a violation is found to exist, and the homeowner did not correct the alleged violation, or the homeowner declined to meet with the person conducting the investigation, was unable to be contacted, or missed a scheduled meeting, a warning letter ("Notice Letter") shall be sent to the Violator explaining the details and date of the violation, whether such violation is a One-Time Violation or Continuing Violation (as defined below), any deadline for terminating the violation before the imposition of penalties and/or legal action, the dollar amount of any potential financial penalty (including attorneys' fees and costs incurred by the Association in prosecuting the alleged violation), any other means of proposed enforcement, and the right to request a hearing before the Board of Directors to contest the finding of the violation, the potential financial penalty, or other proposed enforcement means. For purposes of this Policy Letter, service of the Notice Letter on one Owner shall be service on all Owners of the lot. It is the Owners' obligation to keep the Treasurer of the Hunters Point Home Owners Association notified of any change of address. Failure to do so will not affect the validity of service hereunder.

7. Notice of Hearing. The Violator must request a hearing in writing within 10 days following the date of service of the Notice Letter. The Chairman of the Architectural Control Committee shall, within 10 days of receiving the request for hearing, schedule a formal hearing before the Board of Directors. If a hearing is requested by the alleged Violator, the Board, or other person/persons conducting such hearing as may be determined in the sole discretion of the Board, shall serve a written notice of the hearing to all parties involved at least 7 days prior to the hearing date.

8. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 10 days of receiving the Notice Letter, or fails to appear at any hearing, the Violator's right to a hearing shall be deemed forever waived and the Board of Directors may impose the financial penalties and other proposed enforcement means.

9. Hearing. At the beginning of each hearing, the Impartial Decision Maker, as defined below, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The Impartial Decision Maker may also impose such other rules of conduct as may be appropriate under the given

circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Board of Directors shall, within a reasonable time, not to exceed 10 days, render its written findings and decision, and impose a fine and/or other enforcement means, if applicable. In the event there are multiple Impartial Decision Makers, a decision, either a finding for or against the Violator, shall be by a majority of the Impartial Decision Makers present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the Impartial Decision Maker's decision absent a showing of denial of due process.

10. Impartial Decision Maker. The Board of Directors may act as an impartial decision maker as that term is defined in C.R.S. § 38-33.3-209.5 ("Impartial Decision Maker"). Any member of the Board of Directors who has a direct personal or financial interest in the outcome of a hearing and, therefore, is incapable of acting as an Impartial Decision Maker, shall disclose such interest to the other members of the Board. The remaining members of the Board of Directors not having a direct personal or financial interest in the outcome of the hearing will determine if such member is disqualified as an Impartial Decision Maker and, therefore, from participating in the hearing. A member of the Board of Directors shall not be deemed to have a direct personal or financial interest in the outcome if he or she will not, as the result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. If disqualification of members of the Board of Directors results in an even number of remaining members eligible to make a decision, the Board of Directors may appoint an Owner in good standing to serve as an Impartial Decision Maker. If disqualification of members of the Board of Directors results in no eligible members, the Board of Directors may appoint 1 or more Owners in good standing to serve as Impartial Decision Makers.

11. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 10 of service of the Notice Letter, or fails to appear at any hearing, the Board of Directors may proceed to impose the proposed fines and other proposed enforcement means.

12. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 10 days of the hearing. In the event the finding of a violation is upheld by the Impartial Decision Maker, the

Violator shall be responsible for any attorneys' fees and costs incurred by the Association in connection herewith.

13. Fine Schedule.

a. The Board of Directors hereby establishes the financial penalties for violation of or noncompliance with the Declaration, the Bylaws, Rules, or Resolutions, as follows:

	One-Time Violation	Continuing Violation
First Violation	\$100	\$50/day until resolved
Second Violation	\$300	\$75/day until resolved
Third or More Violations	\$500	\$100/day until resolved

b. The applicable penalty is determined by the type of violation. One-Time Violation penalties apply to a violation that constitutes a discrete incident (e.g., barking dog). Continuing Violation penalties apply to violations that are of a continuous nature, including, but not limited to, the Violator's refusal to remove an inappropriate landscaping item or continued improper parking. The Chairman of the Architectural Control Committee may, in its sole discretion, determine that a violation is a One-Time Violation. The Chairman of the Architectural Control Committee may, in consultation with at least one member of the Board, determine that a violation is a Continuing Violation.

c. Any penalty assessed, if not voluntarily paid to the Association before the next scheduled payment of assessments, will be added to the next billing statement and is payable within thirty (30) days thereafter. If, after a hearing or a waiver thereof, a violation or series of violations is deemed to have occurred, the penalties shall be assessed from the date of the first violation and added to the next billing statement. Any unpaid amount shall be charged against the Violator's Lot and will be collectible as any other assessment charged against the Lot. In the event the assessments are not paid in a timely manner, the Board of Directors may impose charges for late payments, recover legal costs for the collection of assessments and other actions to enforce the Rules of the Association, regardless of whether an action was initiated. Nothing herein shall operate to limit the Association's remedies.

14. Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

15. Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.

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

17. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and Colorado law governing the Condominium Project.

18. Deviations. The Board of Directors may deviate from the procedures set forth in this Resolution if such deviation is permissible under Colorado law and such deviation is reasonable in the Executive Board's sole and absolute discretion.

19. Amendment. This Resolution may be amended from time to time by the Executive Board.

President's Certification: The undersigned, being the President of Hunters Point Home Owners Association., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on June 11, 2013 and in witness thereof, the undersigned has subscribed his/her name.

Hunters Point Homeowners Association
a Colorado nonprofit corporation

By: SIGNED-Kenneth D Riley Its: President

Date: June 11, 2013

POLICY LETTER NUMBER: 011

Subject: Dispute Resolution Policy and Procedure

Reference: Common Interest Ownership Act Section 38-33.3-124

Effective Date: April 10, 2012

In compliance with the Colorado Common Interest Ownership Act Section 38-33.3-124, the Hunter's Point Homeowners Association Board of Directors desires to adopt a uniform and systematic dispute resolution policy and procedure. The Hunter's Point Home Owners Association hereby adopts the following policies and procedures for dispute resolution: 1. Alternative Dispute Resolution Procedures. Alternative methods of dispute resolution to avoid litigation encouraged by the Board of Directors include negotiation and mediation. The Association encourages Owners or residents with disputes to resolve such disputes prior to commencement of any legal proceedings. The Association will take reasonable steps to facilitate negotiation or mediation between Owners and/or residents, but will have no responsibility for any costs incurred by the parties to the dispute resolution process. For any step in the dispute resolution process, the parties are not waiving their right to employ legal counsel at their own expense to assist them.

A. Required dispute resolution procedure. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or committee member of the Association, an Owner must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors. The Owner, in such request and at the hearing, must make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's grievance. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than 14 or more than 30 days from the date of receipt of the request. If the dispute cannot be resolved, the parties may utilize the discretionary mediation procedure set forth below, but shall not be required to do so.

B. Discretionary dispute resolution procedures. At its discretion, the Board of Directors may utilize the procedures set forth below to resolve disputes with Owners prior to filing litigation.

(i) Negotiation. A request for dispute resolution by negotiation may be initiated by an Owner or the Association. Any such request shall be in writing stating the nature and details of the dispute and shall be personally delivered to the other party. So long as the other party agrees to negotiate, a meeting shall be held between the parties to begin a good faith attempt to negotiate a resolution not less than 14 or more than 30 days of receipt of such request, unless otherwise

extended by written agreement. Through negotiation, the parties will communicate directly with each other in an effort to reach an agreement that serves the interests of both parties. Should the dispute pertain to property issues, each party will be granted the right to inspect the alleged defects or problems at a time convenient to everyone involved.

(ii) Mediation. If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation. If the parties agree to mediate the dispute prior to seeking other remedies, they shall participate in good faith in the mediation. The role of the mediator is to facilitate further negotiation between the parties. The mediator will not have power to decide how to resolve the dispute but will use recognized, accepted mediation techniques to assist the parties in making that decision. The mediator shall be selected by a consensus of the parties involved within 14 days of the receipt of the request. Any cost of mediation will be shared equally among the parties unless they and the mediator agree otherwise.

Approved by HPHOA Board of Directors on: April 20, 2012

Signed: F. Bluestein, President HPHOA

POLICY LETTER NUMBER: 012

Subject: Home Occupations

Reference: Declaration of Conditions, Covenants, Restrictions and Easements for Hunters Point, dated 4/22/1986, and the Hunters Point Design Standards

Effective Date: October 9, 2012

The Hunters Point Conditions, Covenants, Restrictions and Easements for Hunters Point, Article I, Covenants to Preserve the Residential Character of Hunters Point, Section 101 states:

Property Uses. All Lots and building sites in Hunters Point shall be used exclusively for private residential purposes. No dwelling erected or maintained within Hunters Point shall be used or occupied for any purpose other than for a single family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any Lot or building site.

The Board of Director's believes that the true intent of this restriction is intended to regulate occupations that may impair the use and value of our community. With the advances in telecommunications (i.e., the internet), it is recognized that there may be home businesses or occupations located and conducted such that the average neighbor, under normal circumstances, would be unaware of its presence.

A home office, restricted to the occupants and utilizing standard office and telecommunication services is generally compatible with residential use. These businesses shall have no visiting customers, employees or deliveries. Other residents in the community should not be aware of the home occupation. A business consisting of home office and meeting these criteria is generally allowed.

The Board of Director's is not encouraging home occupations in Hunters Point, but recognizes that some may exist. Any other business conducted in Hunter's Point not meeting the description of a home office above, shall require a waiver from the Board of Directors.

Any complaints regarding business conducted in Hunters Point will be reviewed by the Architectural Committee and/or Board of Directors.

Legal Basis: In accordance with Section 703 of the Hunters Point Homeowners Association Declaration Conditions, Covenants, Restrictions and Easements for Hunters Point, the Hunters Point Board of Directors may make a determination of meaning, effect and application of the provision in Section 101.

Approved by HPHOA Board of Directors on: October 9, 2012
Signed: F. Bluestein, President HPHOA