



**Board of Directors Regular Meeting  
September 9, 2025 6pm  
Pagosa Lakes Administration Building  
AGENDA**

- 1. 6:00 pm Call to Order**
- 2. Verification of Quorum by Board Secretary**
  - a. Approval of Agenda
- 3. Approval of the minutes**

[August 12, 2025 Regular Meeting of the Board](#)
- 4. Disclosures of Conflicts**
- 5. Owner/Member comments (individual comments are limited to three (3) minutes)**
- 6. Staff Reports:**
  - a. General Manager's Report
  - b. [Treasurers Report](#)
  - c. [Department of Property & Environment Report](#)
  - d. [Department of Recreation Amenities Report](#)
  - e. [Department of Community Standards Report](#)
  - f. [Lifestyle Report](#)
- 7. [There are 2 lot consolidation up for review](#)**
- 8. Committee Reports:**
  - a. [ECC Liaison Report August 2025 Meeting Minutes](#)
  - b. Finance Committee
  - c. [Parks & Trails](#)
- 9. Unfinished Business**
  - a. [728 Monument Easement](#)
  - b. Reserve Study Update
  - c. [Insurance Policy Update](#)
  - d. Capital Improvement Plan Update Process
- 10. New Business**
  - a. Meeting Recordings
  - b. [Review of Resolution 2023-05 Lot Consolidation](#)
  - c. Joint Session Schedule
- 11. Owner/Member comments (individual comments are limited to three (3) minutes)**
- 12. Adjournment**



**Board of Directors Regular Meeting  
August 12, 2025 6pm  
Pagosa Lakes Administration Building  
MINUTES**

Board Attendees: Eric Johnson-President  
Jonathan Turk- Treasurer  
Directors- Al Pfister, Paul Zeman  
Via ZOOM – Sasha King-Secretary &  
Ben Garcia-VP

Board: Allen Roth-GM,  
Heather Lundy-Comptroller,  
Larry Lynch-DPE, Chris Simpson-DCS,  
Ryan Graham- RA,  
Jen Pitcher-Lifestyles  
Recording Secretary- Candace Selk Barnes

Owners present: J. Shugar, T & D. Frank, L. Lee and C. Fitzgerald.

1. **Call to Order at 6:05 pm** by President Johnson
2. **Verification of Quorum** by Board Secretary King
  - a. Approval of Agenda – Motion to approve Agenda with addition to New Business 10. e. D&O Insurance by Turk, 2<sup>nd</sup> Pfister. Passed. Motion to allow audio/visual recording of the meetings by Zeman.  
Discussion followed and will be added to Sept 9, 2025 Agenda under New Business.
3. **Approval of the Minutes** – Motion to approve July 10, 2025 Board Minutes by Turk, 2<sup>nd</sup> King. Pfister recused self. Passed.
4. **Disclosures of Conflicts** - None

**Owner/Member comments** – Owner Shugar shared concern over lot consolidation fees. Discussion Q&A ensued and Roth will send new Resolution to Board for review and placement of same on Sept 2025 Agenda. Roth and Shugar to meet and discuss options for payment. Owner Lee expressed her gratitude to all Board Members for stepping up to guide the association. Owner D. Frank questioned unconsolidation fees and water fees by PAWSD. C. Fitzgerald asked if all fire hydrants inspections had been completed. Answer-YES quite some time ago by 2<sup>nd</sup> party hired by PAWSD.

**5. Staff Reports:**

- a. **General Manager's Report** – Roth shared info from the Oak Fire group meeting held today, 14% contained, hot spots identified. 106 firefighters engaged, air support from Durango and Grand Junction included 31 drops of 80K gallons of retardant, and an additional 100K of water. Many thanks to all involved. Also PAWSD has placed water restrictions on home/business irrigation. In addition PAWSD has begun the draw down of Lake Pagosa to replace sewer lines.
- b. **Treasurers Report**- presented by Turk.
- c. **Department of Property & Environment Report** – as submitted by Lynch. Additionally the 40 acres (Chris Mountain II) closest to Oak Fire had just recently been mitigated and attributed to success of fire fighting efforts. Director Pfister reminded all in attendance that mitigation funds are available and encouraged owners to do their part. Davis Engineering recently completed the Dam Safety Inspection and reported the 50 years old dams are in good shape. Our Lakes are showing signs of stress (fish and algae growth) due to high temps.
- d. **Department of Recreation Amenities Report** – submitted as is by Graham. Swim lessons have been



full, Will be holding community CPR classes, and check-ins were up 2k.

- e. **Department of Community Standards Report** -submitted as is by Simpson and that eleven new SFR applications/permits have been approved. Owner Fitzgerald asked for breakdown of that 11 between CDC, Habitat and contractors/owners. Simpson stated he would get that info.
- f. **Lifestyle Report** – As is by Pitcher. Triathlon/End of Summer Bash coming up August 23. Info on website and eblasts.

Motion to accept Staff Reports as presented by Turk, 2<sup>nd</sup> Pfister. Passed.

- 6. **There are 2 lot consolidation up for review** – Motion to accept both lot consolidations by Zeman, 2<sup>nd</sup> by King. Passed.

#### 7. **Committee Reports:**

- a. **ECC Liaison Report July 2025 Meeting Minutes** – by Roth. Discussion included update/status on road maintenance by county. PLPOA maintains county responsibility. Turk Someone reminded all that Road & Bridge year end funds are always liquidated and encouraged ALL to attend BOCC meetings to revisit this practice.(Not to liquidate R&B funds).
- b. **Finance Committee** – A. Blocki is stepping down as Chair but will remain on committee.

Motion to appoint Kendall Smith as the Chair of the Finance Committee by Pfister, 2<sup>nd</sup> Zeman. Passed.

- c. **Lakes & Fisheries Committee** – Lynch reported minutes were included in Board packet. Capitol Improvements suggested “down the road” by committee included additional restrooms at other lakes.

Motion to accept Committee Reports by Pfister, 2<sup>nd</sup> Zeman. Passed.

#### 8. **Unfinished Business**

- a. **LaPlata Electric Easement Request** – changes per legal were made by LPEA and included in packet.

Motion to sign Easement Agreement by Turk, 2<sup>nd</sup> King. Passed.

- b. **Collection Policy Update** – Recent legislative House Bill added new requirements intent to protect homeowners by sending more notifications by PLPOA effective October 1, 2025. New Collection Policy in packet.

Motion to approve Collection Policy by Turk, 2<sup>nd</sup> Zeman. Passed.

#### 9. **New Business**

- a. **728 Monument Easement**- Owner via ZOOM recently had survey done and it shows that 6 ft by 67 ft portion of driveway sits on greenbelt (Home/driveway constructed in 1978). He asked for easement. Discussion followed.

Motion by Pfister asking Roth to request legal draw up such agreement to include owner to pay for liability insurance and all fees. 2<sup>nd</sup> by Zeman. Nay by King. Passed.

- b. **Resolution 2025-01– Confirming Depository Relationships** – requiring two board signatures to pay bills.



Motion to approve Res 2025-01 by Pfiester, 2<sup>nd</sup> Zeman. Passed.

- c. Reserve Study Update –  
Roth reported that it was previously completed in 2022. Our nine (9) governing policies state that the Reserve Study should be updated every 3-5 years. Board needs to decide whether to do it in 2026 according to the Strategic Plan (4<sup>th</sup> year) or 2027 according to the Governing policy (5<sup>th</sup> year). Tabled until September 2025 Regular Meeting of the Board for decision and if to include in 2026 Budget process.
- d. Capital Improvement Plan Update Process – Board receives recommendations made by committees and the process. Turk suggested focusing on engaging more owners for input thru involvement in subcommittees for projects without increasing financial burdens/costs.

Motion to approve process for the Capital Improvement Plan. By Pfister, 2<sup>nd</sup> by Turk. Passed.

- e. Addendum -Director/Officer Insurance. Director Zeman had reviewed D&O and shared currently at \$2 million whereas \$3 Million is required. Roth shared he had rec'd email with premium projections after 5pm today and will share with board via email.

Owner/Member comments: Owner T. Frank thanked all for an enjoyable meeting. Owner C. Fitzgerald requested considering meal tix for Annual Meeting/Picnic for owners attending the meeting as it usually runs past when the picnic starts and food is running out. Owner L Lee asked for clarification for sending out eblast – Pitcher stated eblasts will now go out on Monday's.

**10. Motion to Adjourn at 7:40 pm by Pfister, 2<sup>nd</sup> Zeman. Passed.**

**Respectfully submitted by:**

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**Sasha King, Secretary**

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**Candace Selk Barnes, Recording Secretary**

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**INTEROFFICE MEMORANDUM**

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**TO:** JONATHAN TURK

**FROM:** HEATHER LUNDY

**SUBJECT:** ACCOUNTING NOTES FOR AUGUST 2025.

**DATE:** August 31, 2025

As of August 31, 2025, the Association has received \$1,984,205 or 97.5% of the total billed 2025 regular assessments of \$2,035,125. For the same period in 2024, the collections were approximately \$1,928,550 or 97.3% of the total of \$1,982,825 billed.

**Certificates of Deposit as of August 31, 2025:**

MATURITY	RATE	VALUE	FUND
9/11/2025	4.3%	\$35,000	Trails Reserve
10/17/2025	4%	\$175,000	Reserve
10/22/2025	4%	\$150,000	Capital
10/24/2025	4%	\$75,000	Operating
12/19/2025	4.2%	\$35,000	Trails Reserve
1/15/2026	3.85%	\$125,000	Em Oper
1/22/2026	3.9%	\$175,000	Reserve
1/23/2026	3.95%	\$150,000	Capital
3/20/2026	4.10%	\$35,000	Trails Reserve
12/18/2026	3.95%	\$35,000	Trails Reserve

**DEPARTMENT OF PROPERTY AND ENVIRONMENT**  
**SEPTEMBER 2025, BOARD REPORT**  
**By Larry D Lynch**

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1. **Lakes and Fisheries** – Headed into late summer the lakes are in fair condition. Certainly the extended drought and heat this summer have kept water temps higher than usual and water levels are low. Lake Pagosa continues to be drawn down to prepare for the PAWSD sewer line repair work in September, it is anticipated that a 4-6 foot draw down may be necessary. Hatcher Lake is currently down about 4 feet due to high water demand in the community and extended drought conditions. We have removed a number of floating docks in both lakes due to low lake levels. We have continued to conduct algae control measures in all four lakes through August with some moderate applications of algaecides as indicated, however heading into early September water quality seems to be improving, perhaps due to a few cooler days and some cloud cover. The State Dam Safety Engineer was here in August and conducted dam inspections on Hatcher, Pagosa and Village Lake Dams. Inspections went well and we should see those reports sometime in the next month or so. We are planning to bring in some rainbow trout toward the end of the month or early October but will need to evaluate lake conditions as we get closer. We may opt not to stock Lake Pagosa, for example, this fall if lake levels are exceptionally low.
2. **DPE Projects** – The DPE Crew has been very busy the past few weeks working on a number of projects including the installation of 500 feet of cedar split rail fencing at the Tract A boat ramp at Village Lake. This turned into a fairly big job due to the high amount of shallow rock in this area and the guys were working hard with a rental heavy rock auger skid steer and some grunt and sweat to get this fence installed, but it is complete and looks great. Upcoming projects will include the completion of the landscaping at the new Rec Center parking lot which was a requirement of the Conditional Use Permit from the county requiring landscaping and the planting of a total of 12 trees in the islands. We will need to install drip irrigation to those trees as well. We are also planning to start work on fencing the perimeter of the maintenance building later this month or first part of October for added security at that facility. This one may be tough one as well, there is a lot of rock in this area and it will be a challenge for sure.
3. **Mailboxes** – The customers at Heather Place have finally been moved down to the main bank of boxes on the dam at Cloud Cap Ave and we will be removing those old boxes at Heather Pl soon. We also recently installed 13 new CBU mailbox units on the concrete pad at Edgewater Dr which replaced 13 of the very old back-loader style boxes at that location.

4. **National Forest Cattle** – The cattle owner running several hundred of cattle in Turkey Springs on permit will be moving the cows up into the Hatcher/Coyote Hill area in a couple weeks, we will be doing some maintenance on that stretch of the fence this month. The cows will be removed from Turkey springs in early October.
5. **Greenbelt Thinning Projects** -The contractors, Vance and James, have finished up one of the last projects this summer on a medium sized greenbelt in Lake Pagosa Park behind Inspiration Drive. This one involved a lot of tree removals in a thick stand to create improved spacing between the trees. Some areas of oak underbrush were also thinned and it came out looking good. The last greenbelt property to be thinned is a another medium sized project near Monument Ave and Aspenglow, this project is being done by San Jaun Arborists. They have been chipping away at it for a few weeks kind of in between other jobs but should have it done by mid-September which will complete the total 115 acres of thinning operations this year.
6. **Noxious Weed Control** – I am planning to continue with noxious weed control efforts this fall probably till about the first week of October. Fall is an excellent time to work on perennial weeds and will be focusing on a couple trouble spots in the Hatcher area as well as some areas on a couple greenbelts.



**Pagosa Lakes Property Owners Association  
Regular Board of Directors Meeting  
Recreation Center Report**

<b>Attendance report for August 25</b>	<b>2025</b>
Timeshare Sign Ins	2,619
Member Sign Ins	6,391
Total User Attendance	9,010
<b>Programs and Activities Attendance</b>	
All programs in Aerobics Room	116
Water Aerobics	187
Racquetball	89
Basketball	74
Lap Lane	1,271



## Manager's Summary:

### Managers Summary

August brought strong engagement and growth and the membership blitz tied to the triathlon generated over \$25,000 in sales. The Summer Bash and Junior Triathlon were well attended, nearly 150 children participated in swim lessons, and new fall programs are set to begin in September. A volunteer program has been launched to address staffing challenges, offering membership discounts for service hours. Facility updates include plans for new lockers, HVAC repairs, and irrigation needs. The Rec Center is well-positioned to maintain momentum into the fall season.

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### Membership & Attendance

- Membership blitz tied to triathlon with 20% discount.
  - **\$25,000+ in membership sales** generated on August 23.
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### Events & Programs

- **Summer Bash:** adult and youth triathlons, concert, and food vendor — strong turnout.
  - **Junior Triathlon:** a successful program with participant competition.
  - **Swim Lessons:** ~150 children enrolled this summer; limited fall/winter availability due to high school swim team.
  - **New Programs:**
    - *Dash 'N Splash* — six-race series starting Sept. 15.
    - *Rise and Align* yoga class — begins Sept. 8, all levels welcome.
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### Volunteer Program

- **Launched to address staffing needs.**
- Volunteer opportunities: youth programs, triathlon, clean-ups, Porpoises swim team, holiday/special events.

- **Membership discounts:**

- 5 hours = 10%
  - 10 hours = 15%
  - 20 hours = 25%
- 

### **Facilities & Maintenance**

- **Lockers:** pricing underway for replacements; high demand and current units beyond repair.
  - **Grounds:** mowing and weeding are ongoing.
  - **Irrigation:** line damaged during fiber optic installation; system offline.
  - **HVAC:** outage due to power failure; repairs expected by Aug. 29.
- 

### **Summary & Outlook**

- August demonstrated strong participation, membership growth, and successful programming.
- Challenges remain with staffing and facility maintenance.
- Volunteer program and planned facility upgrades will address these issues.
- New fall programming ensures continued community engagement and sustained momentum.

## August 2025 Department of Community Standards

Dear Board of Directors,

DCS Updates:

### **Dumpster Day Update: October 3<sup>rd</sup> this Fall!**

Every Spring and Fall, we organize a "Dumpster Day" for the PLPOA homeowners. The DCS dumpster day committee has decided that this Fall, the event will be on October 3<sup>rd</sup>, 2025. Details will follow; watch for more information on the website and e-blast.

### **The State of Colorado Fire Code Update:**

The Department of Community Standards participated in the Colorado Wildfire Resiliency Code Board public meetings during the public comment phase, serving as a PLPOA ambassador in preparation for the now-adapted fire codes. Anytime codes, rules, or regulations are being updated or adopted, the Department of Community Standards will keep the Environmental Control Committee, the Board of Directors, and the homeowners updated. In a proactive effort, the DCS department continues to be on the front lines of these issues, including new fire-wise construction technologies alongside community partnerships in the forthcoming months.

Recently, a fire-wise, maintenance-free steel siding company called TruLog Siding came across my desk. In fact, a few homeowners are now installing this product. It is a mind-blowing advancement in construction materials. The upcoming TruLog will give a not-yet-scheduled (within the next 30 days) on-site presentation for the DCS staff and the Environmental Control Committee. We aim to have multiple fire-wise contractors, companies, and vendors sharing information with the homeowners and providing educational opportunities for everyone through collaboration, ultimately, fire-wise and safe.

The adopted SB23-166 established a Wildfire Resiliency Code Board in the Division of Fire Prevention and Control to help enhance community safety and resiliency from wildfires by adopting codes and standards. <https://leg.colorado.gov/bills/sb23-166> - ADOPTED: 2025 Colorado Wildfire Resiliency Code On July 1st, 2025, the 2025 Colorado Wildfire Resiliency Code (CWRC) was adopted.

[8 CCR 1507-39 Rules Adopted](#)

[2025 Colorado Wildfire Resiliency Code](#)

[State Map for the application of the 2025 CWRC](#)

July 1st 2025

Code Adopted by WRCB

1 April 2026 Code Adopted by Jurisdiction

July 1st, 2026, July Compliant

## August 2025 Department of Community Standards

### A few DCS numbers for August:

PROJECTS TOTAL 125 (YTD 628/ 41 SFR)

PROJECTS ACTIVE 419

STOP WORK ORDERS 01

CONCERNS 129 (YTD 774)

COURTESY NOTICES 17

NOTICE OF VIOLATIONS 09 (One civility violation reported is under investigation and will pursue enforcement measures.

### Work Force Housing Update: (Lots 26)

Habitat for Humanity

2024 – 3 units

2025 – 3 units

Community Development Corporation (Lots 35)

2024 – 10 units

2025 – 5 units

### Property Values:

Changing the perception of others can be challenging! Often, assumptions are made without the facts or data to support one's perspective, either due to a person's or group's misconceptions, lack of education, or ignorance. "Workforce housing will bring down my property value!" Well, that is NOT accurate, and with the substantial advancement of modern (modular) construction practices, the future of construction practices is uncertain. Here is some information based on professional data and reporting.

### A few resources are available:

The International Code Council "What is Off-Site Construction"

<https://www.iccsafe.org/advocacy/safety-toolkits/offsite-construction/>

FHFA industry study on appreciation showed that modern manufactured homes appreciate on par...

Industry studies, including those referencing FHFA data, indicate that modern manufactured homes can appreciate at rates comparable to site-built homes, particularly when the house is

## **August 2025 Department of Community Standards**

owned with the land it sits on. A report from the Urban Institute showed that between 2000 and 2024, manufactured homes with mortgages appreciated at rates nearly identical to site-built homes, with prices increasing by over 200% in that period.

### **Key Findings**

#### **Comparable Appreciation**

Research indicates that when manufactured homes are owned with the land they are on, their appreciation rates are similar to those of site-built homes.

#### **Overcoming Misconceptions**

Contrary to the misconception that manufactured homes immediately depreciate, studies show their value tends to increase over time, similar to conventional homes, according to Home Nation.

#### **Factors Influencing Appreciation**

Appreciation for any home, including manufactured homes, is influenced by land ownership, location, maintenance, and the size of the lot.

#### **Data-Driven Insights**

Studies, including those using data from government-sponsored enterprises (GSEs), show consistent appreciation patterns for manufactured homes.

FHFA industry study on appreciation showed that modern manufactured homes appreciate on par with site-built homes -

A Federal Housing Finance Agency (FHFA) study, based on data from 2000 to 2024, indicates that manufactured homes on owned land appreciate at rates comparable to site-built homes. Specifically, manufactured homes in this study appreciated at nearly identical rates, growing approximately 5% annually, with a total appreciation of 211.8% compared to 212.6% for site-built homes over the same period.

This study utilized a repeat sale methodology, analyzing price changes across multiple transactions, and focused on homes financed through government-sponsored enterprises (GSEs) like Fannie Mae and Freddie Mac, which typically involve land ownership.

#### **Key findings from the FHFA data**

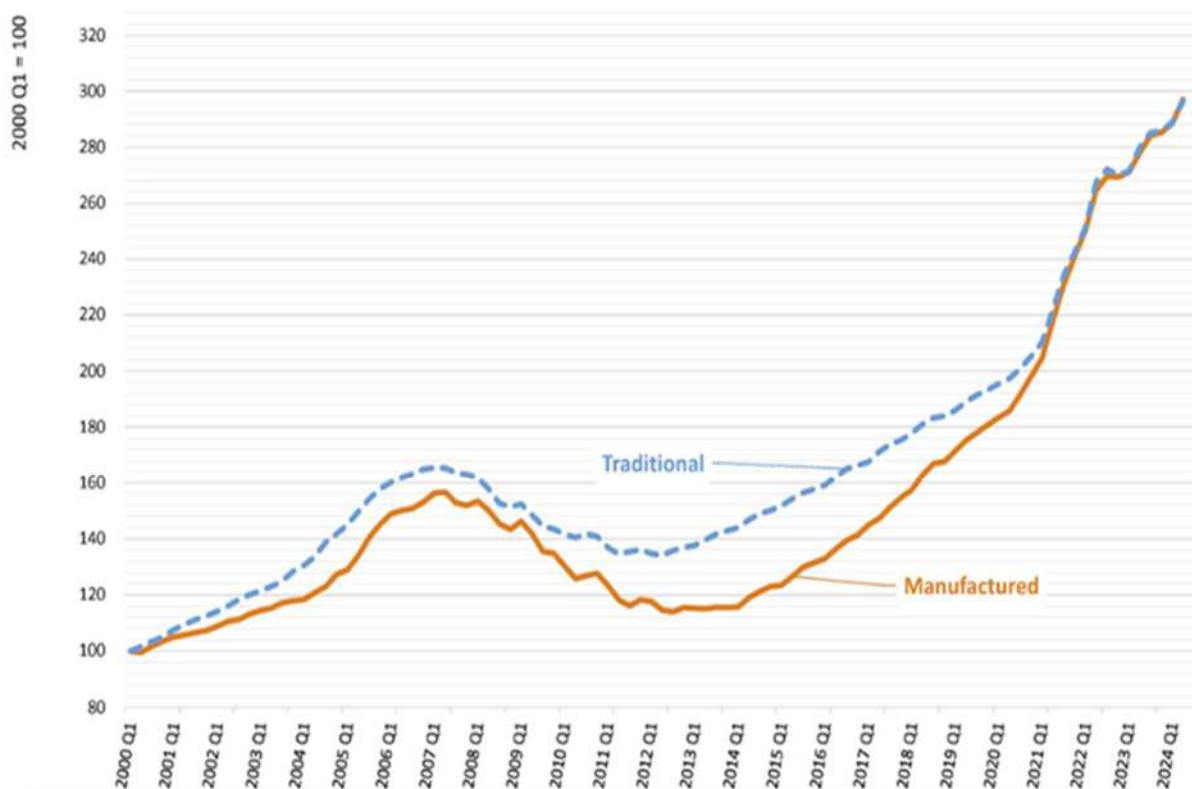
- **Comparable Appreciation:** Manufactured homes (specifically those with land) appreciated at similar rates to site-built homes between 2000 and 2024.

## August 2025 Department of Community Standards

- **Faster Appreciation Recently:** Since 2014, manufactured homes have shown even stronger appreciation, surpassing site-built homes in all but two quarters.
- **Addressing Negative Perceptions:** This data challenges the long-standing misconception that manufactured homes appreciate less than site-built homes.
- **Impact on Zoning:** This new data could potentially influence local governments to re-evaluate restrictive zoning laws that hinder the placement of manufactured housing and contribute to the shortage of affordable housing options.

It is important to note that the FHFA study and its analysis by organizations like the Urban Institute are based on homes financed through specific avenues (GSE loans) that typically include land ownership. This might not be fully representative of all manufactured homes, particularly those located on rented land, where appreciation trends could differ significantly.

**Figure 2: Manufactured vs. Traditional, All-Transactions House Price Index**  
(United States, Enterprise Acquisitions, Not Seasonally Adjusted, 2000 Q1=100, 2000 Q1 – 2024 Q2)



**DCS Civility Campaign:**

**Community Association Institute Civility Pledge**

**Civility Starts with You (Us)** - Community associations comprise people with different ideals, preferences, and values. The Community Association Civility Pledge provides a framework for effective community conversations.

<https://www.caionline.org/civility-pledge/>

See how we can lead the PLPOA community through difficult and complex conversations and harmonize feedback for informed and balanced decisions. The Pagosa Lakes Property Owners Association (PLPOA) has a Civility Code in the *Neighborhood Rules and Regulations*. The code applies to all owners, tenants, and their guests. It spells out the purpose, application, and enforcement, **but NOT the civility pledge as a tool utilizing engaged education and outreach methods, together standing shoulder to shoulder as a community.**

How Can We Make Civility Happen?

1. Distribute the Community Association Pledge throughout your community, announcing and publicizing where and when the adoption will be considered.
2. Explain why this is important to your community and the benefits it can create.
3. Review and discuss the merits of the principles at an open meeting of your board of directors.
4. Solicit input from homeowners.
5. Hold a board vote to adopt a resolution endorsing the pledge.
6. Share the news of adopting the pledge throughout your community, post on your website, social media, and every community association meeting agenda.
7. Tell CAI that you have adopted the pledge.

The Department of Community Standards asks for the Board of Directors ' help. Under the general manager's guidance, we begin a civility campaign by signing the Community Association Institute Pledge: " Talk. Listen. Respect." We strive for compliance through engagement, education, and outreach methods, in conjunction with enforcement procedures as necessary. Compliance is the goal, not violations.

Respectively,

SUBMITTED AS IS:

CS

Chris Simpson, Department of Community Standards Manager  
Pagosa Lakes Property Owners Association

# Pagosa Lakes Property Owners Association

Sept 09, 2025

Jenifer Pitcher

## Lifestyle:

- **HOAi:** Majority of the phones converted to new system to integrate
- **Tech – Server in!**
- **Launching PR plan in the next couple month, including website facelift**
- **Upcoming PLPOA events and happenings:**
  - Sept 20, 2025
- **Group and Clubs special offering**
  - Ecstatic Dance Sept 12<sup>th</sup>
  - Ecstatic Dance Oct 10<sup>th</sup>
- **Clubhouse Rental and activities calendar**

Today < > September 2025							Month			
SUN 31	MON Sep 1	TUE 2	WED 3	THU 4	FRI 5	SAT 6				
	Labor Day 9:30am Line Dancing (Beginn 12pm Bridge 1pm Games Group	8:30am Tai Chi with JUNE 12pm Bridge 5:30pm Zumba 6pm Hearing Panel	8:30am ECC work Session 10am Call ahead Line Dance 10am DCS 1pm Games Group	8:30am ECC Meeting 8:30am Tai Chi Chih 10am Fitness with June 11am Line Dance 3 more	12pm Friday Bridge	Hold				
7	8 9:30am Line Dancing (Beginn 12pm Bridge 1pm Games Group	9 8:30am Tai Chi with JUNE 9:30am Eaton 12pm Bridge 5:30pm Zumba 2 more	10 10am Call ahead Line Dance 1pm Games Group	11 8:30am Tai Chi Chih 10am Fitness with June 11am Line Dance 12:30pm Bridge 5:30pm Zumba	12 12pm Friday Bridge 7pm Ecstatic Dance	13 Hold -				
14	15 9:30am Line Dancing (Beginn 12pm Bridge 1pm Games Group 4:30pm Essentrics	16 8:30am Tai Chi with JUNE 12pm Bridge 5:30pm Zumba	17 8:30am ECC Work Session 10am Call ahead Line Dance 1pm Games Group	18 8:30am ECC Meeting 8:30am Tai Chi Chih 10am Fitness with June 11am Line Dance 2 more	19 12pm Friday Bridge	20 PLPOA Fall Flea Market 9am westwind 2				
21 12:30pm Spiritual Experience	22 9:30am Line Dancing (Beginn 12pm Bridge 1pm Games Group 4:30pm Essentrics	23 8:30am Tai Chi with JUNE 9am Allen-Vista Conf. Room 12pm Bridge 5:30pm Zumba	24 10am Call ahead Line Dance 1pm Games Group	25 8:30am Tai Chi Chih 10am Fitness with June 11am Line Dance 12:30pm Bridge 5:30pm Zumba	26 HOLD 10am Bookclub 12pm Friday Bridge	27				
28 HOLD	29 9:30am Line Dancing (Beginn 12pm Bridge 1pm Games Group 4:30pm Essentrics	30 8:30am Tai Chi with JUNE 12pm Bridge 5:30pm Zumba	Oct 1 8:30am ECC work Session 10am Call ahead Line Dance 1pm Games Group	2 8:30am ECC Meeting 8:30am Tai Chi Chih 10am Fitness with June 11am Line Dance 3 more	3 HOLD 12pm Friday Bridge	4				





Archuleta County  
Development Services / Planning Departments  
1122 Hwy 84 / P. O. Box 1507  
Pagosa Springs, Colorado 81147  
970-264-1390

LOT CONSOLIDATION

Date 8/21/25



Dear Utility Company/HOA/POA:

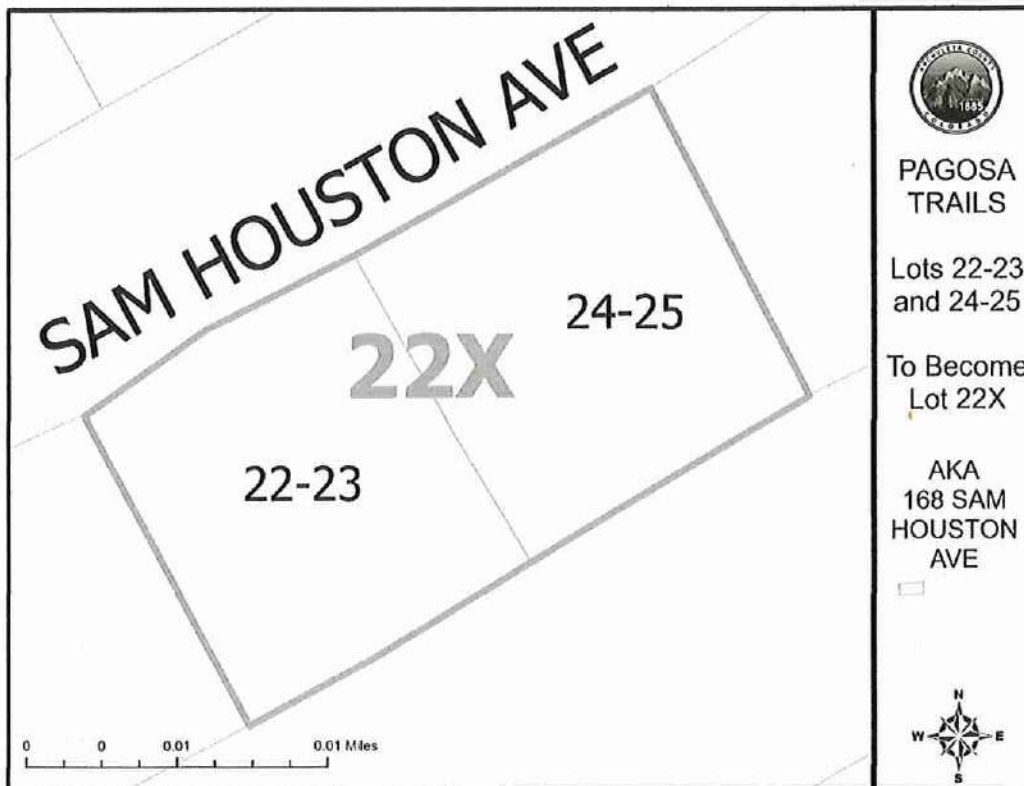
The owner of Lots 22-23 and 24-25, PAGOSA TRAILS, is proposing by resolution to consolidate Two (2) lots to become lot 22X, 168 SAM HOUSTON AVE. All covenants and restrictions will remain the same. Anyone who wishes to comment should contact the Archuleta County Planning Department, P.O. Box 1507, Pagosa Springs, Colorado 81147, or (970) 264-1390 prior to 2024. 2025.

(A minimum of 30 days from the date of mailing)

Sincerely,

GORDON HOLMES

Lot 22-23 168 Sam  
Houston Ave  
Nothing owed no  
violations  
892840  
Lot 24-25 162 Sam  
Houston Ave  
892841





Archuleta County  
Development Services  
Building & Planning Departments  
1122 Hwy 84  
P. O. Box 1507  
Pagosa Springs, Colorado 81147  
970-264-1390  
Fax 970-264-3338

AUG 11 2025

LOT UN-CONSOLIDATION

Date 8/7/2025

Dear Utility Company/HOA/POA:

The owners of Lot 790XX, in PAGOSA HIGHLANDS ESTATES, are proposing by resolution, to un-consolidate the lot to become Two (2) lots, Lot 788A and 790XA. All covenants and restrictions will remain the same. Anyone who wishes to comment should contact the Archuleta County Planning Department, P.O. Box 1507, Pagosa Springs, Colorado 81147, and (970) 264-1385 prior to Sept. 7th, 2025.

(A minimum of 30 days from the date of mailing)

Sincerely,

Linda F. DiMuccio  
Linda F. DiMuccio

Lot 790XX  
59 Rincon Ct  
Gose Family Trust  
No Fee owed but  
late fee on Assessment  
due before action  
done & updated survey  
to prove no improve-  
ments  
on the lot  
being taken  
off.  
NOVULATIONS



## ECC Liaison Report

DESCRIPTIONS	August		YTD	Previous YTD		
	8/7	8/21	2025	2024	2023	2022
Construction of new Single Family Residential and Modular Home	6	1	41	69	45	69
Mobile /Manufactured New or used placement	0	0	0	4	0	5
Major Projects	5	4	43	55	49	53
Minor Projects	24	17	209	307	256	320
Owner initiated Variance Request	0	1	3	9	9	8
Solar	1	0	20	24	27	17
Boat Dock and Shoreline Permit	0	0	4	8	0	7
Sign/ Banner permanent and temporary	0	0	2	7	2	2
Seasonal and Temporary structures	0	0	6	12	11	27
Written Request: Tree Removal/Fire Mitigation)	18	7	89	129	102	126
Written Request: Extensions/Revisions	17	8	132	283	280	255
Written Request: Miscellaneous	11	7	80	114	85	92
Construction of new Commercial Structure	0	0	1	0	2	2
Construction of Multi-family structures	0	0	1	0	2	0
Total Application submissions	82	45	633	1029	883	981
Total Approved Applications	82	43	628	1001	871	955
Total Preliminary Reviews	1	0	7	15	unk	unk
As Form Inspection Additions	3	2	27	70	54	54
Notes						

## **Minutes of the Parks, Trails and Outdoor Recreation Committee Meeting**

**Tuesday August 26, 2025**

The meeting was called to order at 3 pm by committee chair Kurt Raymond. Present at the meeting were committee members Mr. Raymond, Steve Chaney, Ken Wilbert and Russ Durer. Staff present was Larry Lynch and GM Allen Roth. Board Liaison Eric Johnson, and owners Mike Buckingham, Mr. and Mrs. Milner, Mr. and Mrs. Johnson, and Amanda Godomski with the Town of Pagosa Springs.

The minutes of the previous meeting (April) were reviewed and approved by the committee with a note about a misspell of Ken Wilbert's name (corrected).

Lynch informed the committee that Lisa Foss has decided to step away from the committee, she is taking on some additional volunteer positions in the area. Committee member Dennis Medina was out of town and could not make the meeting.

Kurt summarized to the group the official board adoption of the 2025 Parks and Trails Master Plan at the regular July meeting and thanked the committee for all the hard work. Ken summarized for the group all the work that the committee members put into it including detailed parks and trails prioritization of each project based on 5 criteria.

The committee then reviewed the project priorities and rankings in the updated Parks and Trails Master Plan and made a formal motion and recommendation of top projects for consideration in the long-range capital improvement plan, some of which are higher cost and some low cost. The motion was made by Ken Wilbert, seconded by Russ Durrer and unanimously approved to recommend to the board that the top projects in the 2025 updated Parks and Trails plan be considered: (1) the North Pagosa Blvd trail extension from Lake Forest Cir to Aspenglow Blvd (4300 lineal feet of 8-foot wide asphalt trail on the east side of the road, \$507K estimated cost); (2) A natural surface trail connector along Piedra Road from Aspenglow Blvd to Park Avenue (potentially low cost of a few thousand dollars with volunteer help, 1800 lineal feet); (3) Park Avenue trail extension from Eagles Loft Circle to Holiday Ave (2800 lineal feet of 8-foot wide asphalt trail on the southerly side of the roadway, \$403K estimated cost); (4) the Hatcher area gravel trail extension (extension of the 4-foot wide gravel trail in the Hatcher area from Saturn Drive to Pebble Circle, 775 lineal feet, estimated cost \$31K; (5) the construction of top rated park project with the development of the Dutton Creek trailhead and parking facility located just south of Sweetwater Drive on North Pagosa Blvd corridor for trailhead access to Dutton Canyon rim trail and National Forest access (a short driveway access and parking for approximately 10 vehicles, estimate cost \$25K).

The committee then discussed the idea of installing some natural surface trails where future hard surface trails would be constructed. The idea that if some of these projects are a few years away that a natural surface trail could serve to at least get people off the roadway for safety reasons and also to help provide momentum for trail projects in general. Eric Johnson stated he is in strong support of this type of idea and that much of the work could be done through volunteer trail building support. He also suggested that some of the trails could have some alternate routes in a few areas to encourage mountain biking such as some side features where some drops or ramps be constructed to make the trail more fun for younger cyclists. The consensus of the group was that the North Pagosa Blvd trail extension to Aspenglow Blvd would be a good early candidate for natural surface trail construction in the interim until a hard surface trail could be built; and that the gas-line easement trail in the Vista area would be another low cost opportunity where volunteers could be utilized to create trails in this area. The Park Avenue trail was also discussed where a natural surface trail could be installed.

Amanda Godomski with the Town of Pagosa Springs Parks and Rec Department commented that she would like to continue to develop partnerships with the Pagosa Lakes community in the development of the Pagosa Area Recreation Coalition, a community based coalition of a three county area dedicated to providing a long range community recreation plan that would improve and enhance public land recreational use. She suggested partnerships with things like trails and informational signs.

The meeting was adjourned at 4:30 pm

## EASEMENT, MAINTENANCE, AND INDEMNITY AGREEMENT

THIS EASEMENT, MAINTENANCE, AND INDEMNITY AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Pagosa Lakes Property Owners Association**, a Colorado nonprofit corporation ("PLPOA" or "Grantor"), whose address is 230 Port Avenue, Pagosa Springs, CO 81147, and **Ryan Mathis and Carrie Mathis** (collectively "Grantee"), whose address is 728 Monument Avenue, Pagosa Springs, CO 81147.

### RECITALS:

A. PLPOA is the owner of certain real property in the Archuleta County, State of Colorado described as Tract G, Twincreek Village, according to the plat thereof filed November 5, 1973 as Reception No. 78739, in the office of the Clerk and Recorder, Archuleta County, State of Colorado (hereinafter "Tract G").

B. Grantee is the owner of certain real property adjacent to Tract G described as:

Lot 659 in Twincreek Village according to the plat thereof filed for record November 5, 1973 as Reception No. 78739

As know by street and number as: 728 Monument Avenue, Pagosa Springs, CO 81147

(hereinafter "Grantee's Property").

C. Tract G and Grantee's Property are shown in **Exhibit A**.

D. Grantee's Property is subject to the Declaration of Restrictions Pagosa recorded June 24, 1970 at Reception No. 73297, Book 122, Pages 224-247 (Master Declaration) and the Declaration of Restrictions Twincreek Village recorded November 5, 1973 at Reception 78743, as amended by the First Amended Declaration Recorded April 15, 1998 at Reception 98002817 with the Archuleta County Clerk ("Twincreek Village Declaration").

E. A portion of Grantee's driveway encroaches onto Tract G.

F. PLPOA has authority to grant easements across PLPOA's property, which includes Tract G, pursuant to its powers and purposes under the Articles of Incorporation and Master Declaration.

G. Parties desire to provide for a driveway easement upon Tract G for the benefit of Grantee, Grantee's heirs and assigns and Grantee's Property, upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and for the mutual promises set forth herein, the Parties agree as follows:

1. **Recitals Incorporated.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. **Easement Grant and Approval.** Subject to the terms of this Agreement, PLPOA hereby grants to Grantee, and its successors and assigns, a non-exclusive easement over a portion of Tract G that is 7' by 67' (469.1 sq.ft) adjacent to Grantee's Property identified on Exhibit B as "Proposed 7' x 67' Driveway Easement" (hereafter, "Easement Area") for the limited purpose of maintaining a driveway to provide access to Grantee's Property from Monument Avenue, which includes Grantee's right to ingress and egress over and upon the Easement Area ("Easement"). The Easement includes the right to use, access, maintain, repair, and replace the driveway improvement that encroaches upon Tract G in the Easement Area. Grantee shall be allowed to pave the existing gravel driveway improvement within the Easement Area subject to PLPOA review and prior written approval. Any change, modification, upgrade, reconstruction or construction of the driveway improvement within the Easement Area requires prior approval of the PLPOA. PLPOA does not make any warranty or representation as to governmental compliance of improvements and Grantee is responsible for ensuring compliance with all governmental requirements, including procuring necessary permits for the improvements and their locations, if required.

3. **Insurance.** As a condition of PLPOA granting this Easement, Grantee agrees it shall use insured contractors to perform any work related to the Easement Area and the driveway improvement within the Easement Area, that any such contractor's insurance must be in any minimum amounts specified by PLPOA at the time the work is performed, and that the policies shall list PLPOA, its directors, officers, members, employees, agents and any associated entities as additional insureds on its insurance policies if required by PLPOA for the project. Grantee will submit certificates of insurance to PLPOA evidencing such coverage prior to commencing any work. Grantee also agrees to be responsible for obtaining and maintaining liability insurance, naming PLPOA as an additional insured, with a minimum combined single limit of \$1,000,000 and a minimum general aggregate limit of \$2,000,000. PLPOA may require a certificate of insurance from Grantee evidencing such coverage. PLPOA is not responsible for obtaining insurance on Grantee's improvements. Grantee is responsible for obtaining property insurance coverage on the improvements within the Easement Area, if any. Grantee acknowledges that, in the event there is damage or destruction to any portion of the property for which PLPOA's insurance would be responsible, PLPOA's insurance will not be obligated to repair or replace any damage caused by or related to the improvements.

4. **Maintenance of Easement Area.** Grantee hereby covenants and agrees for themselves and their successors, and assigns to be solely responsible for all costs and expenses related to the installation, maintenance, repair, and upkeep of the driveway improvement and Easement Area and to assume all responsibility for any damages to person, property, or otherwise which may result from the construction or existence of such driveway improvement. Grantee agrees to assume responsibility for any additional common expenses to PLPOA caused by the driveway improvement. If Grantee fails to maintain the driveway improvement in accordance with this provision, then PLPOA will have all the rights and remedies to enforce the provisions hereof that it has under PLPOA's governing documents for an owner's failure to maintain the areas that are the owner's responsibility.

5. **Grantee Release and Indemnification.** By executing this Agreement, Grantee releases, waives and further agrees to defend, indemnify and hold harmless PLPOA and its members, directors, officers, employees, agents and any associated entities, and their successors or assigns against all claims, causes of action, liabilities, suits, losses, damages, fines and penalties, costs and expenses (including, without limitation, reasonable attorney fees), and judgments that may arise as a result of the Improvements undertaken by the Grantee.

6. **Limitation on Grant.** The Easement granted herein is exclusively for the benefit of the Grantee and their heirs, successors and assigns, and is limited to the use described in paragraph 2 above, and nothing shall be construed to confer any right to the public or third parties (other than agents of Grantee or PLPOA) to use the Easement Area.

7. **Agreement Runs with the Land.** All the covenants, conditions, restrictions, easements, agreements and burdens set out in this Agreement shall be binding upon, for the benefit of, and shall run with Grantee's Property and bind all current and future owner or owners of Grantee's Property. By the existence of this Easement, Maintenance, and Indemnity Agreement, any conveyance of Grantee's Property will be deemed to include the recitations and declarations required by this Agreement, whether or not the instrument of conveyance specifically makes reference hereto. By the acceptance of a conveyance of Grantee's Property, any and all successors in title to Grantee agree to the contents of this Agreement.

8. **Remedies.** In the event of a breach of any provision of this Agreement, the remedies available to the non-defaulting party include all remedies provided in the PLPOA governing documents together with specific performance, damages, or both, including reasonable attorney fees. In the event of any legal action arising out of this Easement, Maintenance, and Indemnity Agreement, the prevailing party will be entitled to recover its attorney fees and costs from the non-prevailing party.

9. **Governing Law and Venue.** This Easement shall be governed by, and construed in accordance with the laws of the State of Colorado, and the venue for any legal action will be Archuleta County.

10. **Recording.** This Agreement will be recorded with the Archuleta County Clerk and Recorder upon mutual execution thereof.

11. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not in any way affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

12. **Entire Agreement.** This Easement contains the entire agreement of the parties with respect to the matters set forth herein.

13. **Counterparts.** This Easement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

[SIGNATURES BEGIN ON NEXT PAGE]





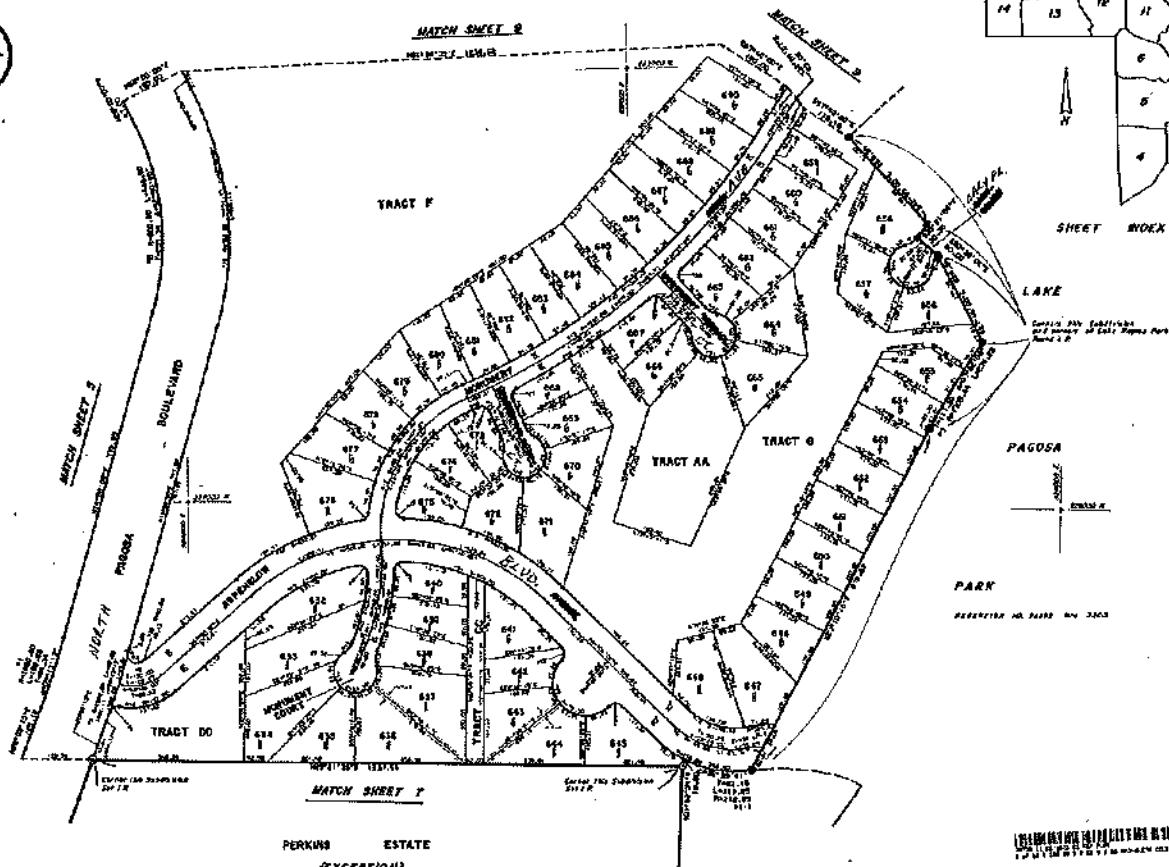


EXHIBIT "A"  
(Plat of Tract G & Lot 659)

1616



1" = 100'



SHEET INDEX MAP

PAGOSA

PARK

RESERVATION NO. 14889 MAY 28/03

RECORDING OFFICE OF THE COUNTY OF SAGINAW, MICHIGAN  
FILED FOR RECORD MAY 11 1911



SHEET 5 OF 18

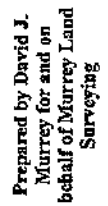
400-49-05

78734

Notes  
1/40 p  
Chas. J. G. Giff  
Chas. J. G. Giff

1616

EXHIBIT "B"  
(Survey of Easement Area)





RLA Insurance Intermediaries  
125 High Street, Ste 220  
Boston, MA 02110  
Phone: 617-419-2600 | Fax: 617-419-2601  
Wholesale Insurance Brokers

RLA Insurance Intermediaries

## EXCESS QUOTATION

Please review this quotation carefully, as the terms and conditions offered may be different than requested.

**TO:** **Robby Archer**  
Brown & Brown Insurance Services Inc - Portland  
601 SW 2nd Ave  
Portland, OR 97204

**AGENCY CODE:** AGT1047

**FROM:** Virginia Harris  
vharris@bridgespecialty.com

**RE:** Pagosa Lakes Property Owners Association

### Quotation Premium

Excluding TRIA		Including TRIA	
Premium:	\$4,189.00	Premium:	\$4,189.00
Taxes:	\$133.00	TRIA:	\$0.00
Total:	\$4,322.00	Taxes:	\$133.00
		Total:	\$4,322.00

RLA Insurance Intermediaries is responsible for collecting and filing the Surplus Lines taxes.

**Note:** Fees are fully earned

**Payment Terms:** Premium Due Within 20 Days of Effective Date.

**Commission:** 10% \*Commission is calculated on premium only\*

**Minimum Earned Percentage:** 25  
\*Subject to the Carrier(s) Minimum Earned Premium Clause/Endorsement.

**Policy Type:** Excess Casualty - Claims Made  
\*Subject to Carrier Clause/Endorsement

**Carrier(s):** Kinsale Insurance Company - Non-Admitted  
Please be sure to check the Carrier's current A.M. Best rating to satisfy you and your client's interests.

**Terms and Conditions:**

- Standard Company or ISO Exclusions are applicable including, but not limited to the attached terms, conditions and exclusions as noted on the Carrier quote attached. The state specific forms vary per state and may not be listed.
- If there are terms/conditions that are inconsistent with the coverage bound, please note that your binder/policy prevails and any changes to terms/conditions, etc. must be made by endorsement request and are subject to carrier approval.
- The company(ies) reserves the right to inspect the locations to develop information necessary to adequately underwrite your business. When conducting these surveys recommendations may be delivered to the insured. Compliance with the recommendations is mandatory and must be completed within the time period stated.
- Please see attached carrier quote for audit information.

**Binding Subjectivities:**

Carrier Subjectivities – as noted on the Carrier Quote attached

Please Send the Above Items To: Virginia Harris / [vharris@bridgespecialty.com](mailto:vharris@bridgespecialty.com)

If RLA has not received a response from you by the expiration date of this quote, we will consider this quotation closed. You must contact us in writing to bind coverage, as your office holds no binding authority. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of RLA. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

Thank you for this opportunity!

Best Regards,

Virginia Harris





Pagosa Lakes Property Owners Association

Proposed policy period

08/18/2025 - 04/27/2026

BY

**NO FLAT CANCELLATIONS ONCE COVERAGE IS BOUND**

# Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)  
Financial Size Category: XIV

## QUOTE

**RE:** Pagosa Lakes Property Owners Association  
230 Port Ave  
Pagosa Springs, CO 81147

Submission #:06303802  
Quote Letter #:22918262  
Quote Date:08/18/2025

We are pleased to offer the following quote. This quote is valid until 08/18/2025 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

**Company:** Kinsale Insurance Company  
**Coverage Form:** Excess Casualty - Claims Made

**Policy Term:** 08/18/2025 - 04/27/2026  
**Retro Date:** Inception

**Limits of Liability:**  
\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

**Business Description:**

### Schedule of Underlying Insurance:

#### Limitation of Coverage to Specified Coverage Section (See MLX1001)

Carrier:	Philadelphia Indemnity Insurance Company	Each Claim	\$2,000,000
		General Aggregate	\$2,000,000
Policy Term:	04/27/2025 - 04/27/2026		
Coverage Form:	Claims Made (Retro Date: Full Prior Acts)		

Premium:	\$4,189	Minimum Earned Premium: 25.00%
Terrorism Premium (Optional):	\$0	
<b>Total Premium:</b>	<b>\$4,189</b>	
<b>Company Fees:</b>	<b>\$0</b>	
<b>Total Amount Due:</b>	<b>\$4,189</b>	

Premium is 100.00% minimum and deposit.  
Company Fees, if applicable, are fully earned.

If this quote indicates the policy is subject to audit, then the initial premium payable at inception is considered an estimated and deposit premium only; we may conduct a premium audit on or about the cancellation or expiration date of the policy to determine the actual earned premium based on the amount of risk exposure during the policy term. Any refusal or failure by you to maintain, provide records, or to allow us to conduct an audit of such records, will result in the

application of the Audit Noncompliance Charge Factor (if listed on this quote), or our calculating a final audit premium based on information available to us.

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us. By accepting this quote, you consent to receiving the policy electronically. You agree that such electronic delivery satisfies any legal requirement that such delivery be in writing.

**Once bound, coverage cannot be cancelled flat. If you cancel coverage or the policy, the greater of the minimum earned premium or the 10% short-rate penalty will apply.**

**Contingencies:**

This Quote is subject to our receipt and acceptance of the following items:

- 1) 5 years currently valued loss runs from primary carrier (valued within 30 days of the effective date).
- 2) Kinsale Non-Profit D&O application (currently signed and dated within 30 days of effective date).
- 3) Current list of Directors and Officers
- 4) Current Trailing 12 months financial statements for the applicant entity and any affiliated or subsidiary entities desiring coverage, audited if available
- 5) Why is the applicant seeking higher limits?

TRIA coverage is being offered at \$0 premium, provided it is included in the underlying policy(ies) as well. If TRIA coverage is NOT desired, please confirm rejection of TRIA per Form ADF9005, and supply with formal bind order. Contingency items must be submitted to a Kinsale Underwriter for favorable review prior to a bind request to confirm this quote remains valid. Quote subject to revision or withdrawal pending final review.

**Comments:**

MLX3000 - Applies as of the inception date of this policy.

MLX4001 - Applies as follows:

12 months - TBD at the time of request

24 months - TBD at the time of request

36 months - TBD at the time of request

The Following Pertains to Mid Term Requests:

Please note the effective date is a placeholder and will match the date binding is requested, expiring concurrent with the primary policy. Premium is quoted flat, not pro rata.

**EXCESS CLAIMS REPORTING:**

The Insured shall, as a condition precedent to their rights under this Policy, provide us with written notice of any claim in the same manner required by the terms and conditions of the "followed policy." Notice provided to any Insurer of the "underlying insurance" shall not constitute notice to us. See SECTION VI - EXCESS CLAIMS REPORTING for complete details.

**Exclusions and Endorsements:**

MLX1000-0720 - Excess Liability Declarations

ADF9013-0524 - Notice - Where to Report a Claim

MLGEN9001-1217 - Policyholder Notice - Risk Management Services  
ADF4001-0110 - Schedule of Forms  
MLX1001-0523 - Schedule of Underlying Insurance (Community Association Executive Advantage Policy)  
MLX0001-0720 - Excess Follow Form Liability Insurance Policy  
MLX2000-0622 - Limitation of Coverage to Specified Coverage Section of Followed Policy (Refer to MLX1001)  
MLX2002-0421 - Retroactive Date Endorsement (Kinsale policy inception)  
MLX4001-0720 - Amendment - Extended Reporting Period (Refer to comments)  
ADF3017-0622 - Exclusion - Biometric Information Privacy Laws  
DOL3001-0515 - Exclusion of Other Acts of Terrorism; Exclusion of Punitive Damages and NBCR Related Terrorism;  
Cap on Losses from Certified Acts of Terrorism  
MLX3000-0720 - Exclusion - Prior or Pending Litigation (Kinsale policy inception)  
MLX3001-0624 - Exclusion - Pathogen and Related Hazards  
PLX3016-0324 - Exclusion - Abuse or Molestation  
PLX3033-0324 - Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)  
IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act  
ADF9004-0110 - Signature Endorsement  
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders  
PLX3035-1223 - Exclusion - Cyberattack

## NOTICE-OFFER OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, BEGINNING ON JANUARY 1, 2020, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

***YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.***

***COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.***

***YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.***

The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

### REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

If you choose not to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Rejection box below and sign and date in the space provided.

If you choose to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Selection box below, sign and date in the space provided and remit the quoted premium amount indicated below.

<input type="checkbox"/>	<b>TERRORISM COVERAGE REJECTION</b> I hereby acknowledge that I have been notified of my right to purchase coverage for certified acts of terrorism and that I voluntarily elect not to purchase such coverage. I understand that I will have no coverage for losses arising from acts of terrorism as defined above.
<input type="checkbox"/>	<b>TERRORISM COVERAGE SELECTION</b> I hereby elect to purchase coverage for certified acts of terrorism for a premium of \$ _____

**Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act. Failure to sign this form will neither grant nor invalidate coverage.**

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number/Effective Date