PAGOSA LAKES
PROPERTY OWNERS ASSOCIATION

Board of Directors Regular Meeting
August 12, 2026 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**

   July 14, 2026, Regular Meeting of the Board
4. **Disclosures of Conflicts**
5. **Appointment of Irregular Vacancy**
6. **Owner/Member comments (individual comments are limited to three (3) minutes)**
7. **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
8. **Committee Reports:**
   a. ECC Liaison Report July 2026 Meeting Minutes
   b. Parks, Trails & Outdoor Recreation Committee
9. **Unfinished Business**
   a. Archery Range Update
   b. SAM Insurance
   c. Architect Contract for Rec Center
10. **New Business**
    a. Resolution – Confirming Depository Relationships
    b. Legal Contract Agreement Review
    c. Rec Committee Master Plan
11. **Board Email correspondence**
12. **Owner/Member comments (individual comments are limited to three (3) minutes)**
13. **Adjournment**

PAGOSA LAKES

PROPERTY OWNERS ASSOCIATION

BOARD OF DIRECTORS REGULAR MEETING

Regular Session Minutes

July 14, 2026 • 6:00 PM

Pagosa Lakes Administration Building

Board Attendees	**Staff**
President Johnson Directors: King, Nobles, Pfister Garcia (via Zoom)	Allen Roth – General Manager Larry Lynch, Ryan Graham, Chris Simpson, Lania Le – Department Managers Jen Pitcher – Recording Secretary

Call to Order

The meeting was called to order at 6:01 PM by President Johnson.

Order of Business

1. Call to Order – 6:01 PM.

2. Verification of Quorum – Quorum verified by Board Secretary King.

   a. Approval of Agenda – **Motion by King, second by Bill Nobles. Motion passed.**

3. Approval of the Minutes – June 9, 2026, Regular Meeting of the Board – **Motion by King, second by Garcia. Motion passed.**

4. Disclosures of Conflicts – None disclosed.

5. Owner/Member Comments (individual comments limited to three (3) minutes) – No comments were offered under this item.

6. **Staff Reports:**

   a. General Manager's Report

   Highlights: July 25th Annual Meeting, with Turk, Rec, and Finance to present; ECC training scheduled for the 24th; a letter in support of the Dark Sky initiative was sent to the County.

   b. Treasurer's Report

   Highlights: CD up for renewal July 22nd; rolled over at 3.85%. ***Motion by Nobles, second by King. Motion passed.***

   c. Department of Property & Environment Report

Highlights: AARP grant received for the garden ramp; green belt thinning is progressing, though not as quickly as hoped.

d. Department of Recreation Amenities Report

Report stands as presented; Nobles questioned the Rec Plan.

e. Department of Community Standards Report

Report stands as presented.

f. Lifestyle Report

Reinforced that the annual meeting report stands as presented.

Motion to accept staff reports as presented: King, second by Garcia. Motion passed.

7. Committee Reports:

a. ECC Liaison Report – June 2026 Meeting Minutes

Motion to accept the ECC report as presented: Johnson, second by Nobles. Motion passed.

8. Unfinished Business

a. Update of the Project Permit Process – Redline – Clean (coming)

Motion to accept the PPP updates: King, second by Pfister. Motion passed.

b. SAM Insurance

Motion by Garcia, second by Johnson, to move forward with SAM Insurance at $3,569 for the remainder of the year. Following discussion, the motion was amended by Nobles to table the SAM Insurance decision for the incoming Board to discuss and decide. The amended motion passed.

9. New Business

a. Rec Center Addition Architect Proposal

Extensive discussion was held on the matter. Owner and future board member Matt Nobles asked about the approved square footage versus the 800 sq. ft. shown in the plans. Owner Linda Lee commented that the county's plan costs $300,000 versus $20,000 for these plans – still a significant expense, but one that doesn't appear to be taking full advantage of the lower-cost option. Questions were raised regarding how this project was designated as a capital project. The proposed square footage and location of the addition were discussed, including a shift from the back/side of the building to popping the addition out the front, eliminating the breezeway.

A motion was made by Pfister to accept the architect bid in order to obtain a plan specification for construction bids on the proposed project. Seconded by King. During discussion, Ben noted the importance of transparency on this item. The motion passed 4–2. Yea: King, Turk, Garcia, Pfister. Nay: Johnson, Nobles.

b. Approve the Survey Proposal for North Pagosa Trail Project

Motion by Nobles, second by Pfister. Motion passed.

10. Owner/Member Comments (individual comments limited to three (3) minutes)

Linda Lee, 40 Cleek Ct *– Raised concerns about the county's Phase 2 water restrictions in light of short-term rentals (STRs) running propane flames over four feet high during the 4th of July. She noted the* *community is losing a 100-year-old pine tree to the drought, yet commercial spaces are watering the roads.*

Matt Nobles, 1917 Antelope*, Swim Coach – Gave an update on the swim team, which placed 2nd at the Montrose meet. Fifty to fifty-five kids participated in at least one meet this season, and 8–10 kids will be advancing to the Western Slope Championships.*

11. Adjournment – **Motion to adjourn at 7:41 PM by Nobles, second by Pfister. Motion passed.**

Approval

Respectfully submitted and approved as an accurate record of the regular session proceedings:

Board Secretary – King ______________________________________ Date: ____________________

Recording Secretary – Jen Pitcher ______________________________ Date: ____________________

Pagosa Lakes Property Owners Association
General Managers Report
August, 2026
By: Allen Roth, CMCA®, AMS®, PCAM®

Governance

Board Officers, Meetings, Liaisons: Thank you for committing your time after the annual meeting. Hopefully the training and Q and A were helpful. It is always good to get answers to the tough questions with the Attorney in the room.

In your packet, you will see Resolution 2026-01 Confirming Depository Relationships. This resolution identifies the board officers you elected at your meeting and provides authority to them to conduct transactions and withdraw funds on the Association's check. This resolution is on the agenda for approval.

A reminder that the board meetings have been moved to the 2nd Wednesday of every month remaining at the same time of 6:00 p.m.

Each board member should be set up in Vantaca to view your portal with all the board information. I have listed below the committee liaisons for each committee as a reminder. You will be contacted when the next committee meeting is held.

ECC – Evan	Finance - Turk	Parks & Trails – Bill
Lakes, Fish & Boat – Al	Recreation – Turk	Youth Sports & Activities – Matt
Garden - Sasha		

As you heard at the Annual Meeting, we are trying to recruit owners to serve on the various committees. We have been advertising in attempt to recruit more members. Currently, we have 3 open committee chairs. They are the Recreation, Finance and Youth committees. According to the Committee Policy, the Board will re-appoint or appoint committee chairs at the first meeting after the annual meeting. I will provide you with a list of committee chairs for you to approve.

Every board member is provided with the Conflict of Interest and Code of Conduct policy to review and sign. If you have not signed it, please do so and submit it at the next meeting.

I know everyone's schedules are busy, but the invitation stands to set up meetings with Department managers to meet the staff and get a first-hand look at the job tasks, responsibilities, and accomplishments. Some of you have already seen the facilities and know the staff, but I can always arrange any other particular interest.

Irregular Board Vacancy: We circulated notice of the vacant board position upon the Board's agreement to advertise and set a deadline of August 3. Those applications we received have been shared with the board and are in your packet. The Attorney during training stated that the interviews and discussion regarding the appointment can be done privately. However, the actual appointment must be done in general session with the opportunity for discussion.

Budget: We will begin working on the budget in September with the 2027 draft budget completed for the October 14 board meeting. The October board meeting will be the first review of the budget by the Board. The budget must be passed no later than the December 9 board meeting. Normally, the draft budget is reviewed by the Finance Committee, and their recommendations are proposed to the board. However, the finance committee is without a chair and members so this step may end up being skipped if we cannot get any members to sign-up.

The current schedule for creation of the 2027 budget will be as follows:

*Close out month of August 2026. These monthly financials will be used as latest current reference.
* September 8 - staff begin working on department budgets
* September 23 –Department budgets finalized
* September 24-October 2 – 1st Draft of 2027 budget is completed
* October 5 – 1st Draft of 2027 budget is available for Finance Committee
* October 14 – 1st Draft of 2027 budget presented to Board of Directors. Board will determine if special budget meetings need to be scheduled.
* November 11 – 2nd Draft of 2027 budget reviewed by the Board of Directors
* December 9 – Board of Directors reviews and approves final draft of 2027 budget

PPP Update: The ECC had their training on Friday morning before the Annual Meeting. This is the annual ECC training day. I believe it is very beneficial to review all the responsibilities and documents, plus have discussion with the Association's Attorney related to various topics of concern in permitting. One item discussed with the Attorney is owners desiring to construct recreation amenities on their lots. A recent application has been submitted to construct a pickleball court in the Twincreek subdivision. With the size of the lots not being very large, this caused concern for the ECC. Currently, the PPP does not provide any guidance for the installation of recreation amenities. It only provides guidance for children's play equipment. ECC members expressed desire to have more guidance in the PPP when considering applications for various recreation amenities. This can be not only pickleball courts, but various sport courts, swimming pools, bike tracks, bocce ball, batting cages etc. There was good discussion and ideas between ECC and board members present regarding setting parameters and requirements for recreation amenities to be installed on lots. The ECC and staff will begin working on proposed changes to the PPP for recreation amenities. Their proposed changes will be forwarded to Legal Counsel for review, and then submitted to the Board for review and approval.

Business

Wyndham Properties: The Wyndham bankruptcy sale was completed with the Town of Pagosa Springs being the successful bidder on the Village Pointe Condos. A company from Albuquerque was the top bidder for Masters Place and Elk Run. Each unit of these associations will be assessed as a PLPOA dues assessment. This is a reduction in revenue as they were all assessed as 3X multiplier when Wyndham managed them. If the units are cut in half creating additional units. All the additional units would receive an assessment as well.

The Town of Pagosa Springs intends to make the Village Pointe Condos all affordable housing and retain ownership and manage them for the time being. In speaking with the company from Albuquerque, they are currently thing of having one association as all short-term rentals and the other long-term rentals. We will be setting up a meeting with them to further discuss restrictions and assist them with their renovation plans.

Capital Improvement Plan: Here is an update to the four capital projects approved for 2026 in the capital improvement plan. The first is the play / fitness equipment addition at the Rec Center. The good news is that PLPOA has been awarded the grant with Game Time which is a 50% grant match for the equipment and having the equipment installed in September or October.

The next project is the garden bed project which will take place this fall after the Garden Committee has completed their harvest. The DPE staff will be responsible for the construction of this project. Meanwhile our grant project with the AARC through Healthy Archuleta is almost complete. A new handicap parking spot and walkway to the gardens have been installed. New fencing creating a seating area that will be used for education classes has also been completed. A handicap garden bed, benches, shade cover and other miscellaneous items are all that remain.

Ryan, Turk and I met with Courtney King to discuss general design ideas for the Rec Center addition. Courtney made some elevation drawings to provide a starting point on the design. The most cost effective and operational sense is to have the addition on the southeast corner on the front of the building coming out in front of the racquetball court. This makes it easier to deal with the front roof only instead of the hip roof in the rear. Courtney considers coming off the front of the building for the addition as the better option versus on the northeast corner of the building accessing the addition from the exit door in front of the racquetball court leading to an enclosed breezeway which is what the Recreation Committee proposed.

The Rec Center is a commercial building, so we discussed code requirements such as adding men's and women's restrooms, sprinkler system, HVAC and drainage. We also reviewed equipment layout options, room separation and flooring requirements etc. This project would go through plan specification, cost estimating, permitting and bid advertisement over the winter with the contractor breaking ground in the spring of 2027.

Larry and I met with Davis Engineering to discuss survey work for two projects on the capital plan. The first is the natural surface trail along Piedre Rd. from Cloud Cap to Aspenglow. This trail is scheduled for this year. Davis Engineering plans to survey and layout the location this month. After that we will develop a plan to excavate the trail, we will work with the Parks & Trails Committee regarding volunteer help.

We also discussed the N. Pagosa Trail extension which is scheduled for 2027. Since this is a large project, we need to begin working on it now in hopes to break ground in 2027 as scheduled. Davis Engineering has started survey work to provide specific location of the trail, topo maps, and drainage for this site. This information will be necessary for us to submit a grant application this fall.

Insurance: At the previous board meetings, I provided you with a quote for SAM insurance from our existing carrier AmWins (Resortguard) and the Beazley's standalone Abuse form. The Board elected not to make a decision until the August meeting. Attached in your packet are the proposals of both companies.

The Board can choose either proposal to obtain the SAM insurance or decide not to obtain additional coverage for SAM insurance.

Given that, the options are:

AmWins Endorsement (~$5k annual + taxes/fees)

- 1k deductible
- no overnight exclusion on base form
- Fairly strong coverage given the pricing
- minor-on-minor/student-on-student abuse is excluded
- Any claims history is shared with main package. Depending on the severity of a loss, the association would likely expect:
    - Impact to future package remarketing
    - Potential non-renewals
- Premium increases

Beazley Standalone (~$7.5k annual + taxes/fees)

- 10k deductible
- More specialized, stronger coverage
- No overnight exclusion (exclusion removed via buyback)
- No exclusion for minor-on-minor/student-on-student abuse
- Claims history would live outside of main package

In summary: the AmWins endorsement could be described as more of a strong "just in case" option, while the Beazley option is a robust, true Abuse policy.

From a broader perspective, many communities with similar operations carry SAM coverage, especially those with recreational amenities, youth programs, classes, and community events. This coverage is designed to protect not only the association's direct operations, but also third parties acting on its behalf. For example, one community had a third-party security vendor contracted by an association who had inappropriate interactions with a minor. Situations like that is where this coverage responds.

Reserve Projects: Reserve projects budgeted for this fiscal year have been coming along well. The replacement of the composite deck and railing at the Rec Center has been completed by DPE staff. The Rec Center pool pump and mechanical equipment replacement will be completed in another month. The Salt cell has been replaced along with a pump and now Chuck's Expert Service will be replacing our ventilation system in the acid room. Replacement of National Forest fencing is underway as is the fire mitigation work in our greenbelts. We have added or replaced over 20 CBUs at various mailbox sites and completed the pavement repair at the Cloud Cap mailboxes this month. The Trails Reserves Fund had one large project, and it has been completed. Two sections of the Lake Forest Trail have been milled and replaced with new asphalt.

<u>Community</u>

Owner BBQ – The Owner BBQ was a big success with around 150 people attending the event. The staff did a great job in working as a team to prepare for the Annual Meeting and the BBQ afterwards with food, music, games and prizes.

DEPARTMENT OF PROPERTY AND ENVIRONMENT
AUGUST 2026 BOARD REPORT
By Larry D Lynch

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1. **Lakes and Fisheries** – The lakes are in fair condition heading into August. A severe drought and extended heat wave are making things tough. Lake levels are holding steady in the lower three lakes while Hatcher Lake is down nearly 3-feet due to community water demand. Water temperatures are exceptionally high and are approaching or exceeding 74 degrees causing some stress in the fishery and water quality. Most years we would not see water temps above 72 degrees in general. We are seeing continued issues with generally minor blue-green algae blooms in the lakes but so far it has remained manageable with some regular and light treatments of Cutrine Ultra algaecide applications where indicated. We did see a somewhat minor fish die-off of bullhead catfish in Village Lake up near the golf course end of the lake mostly. Unclear what caused it but obviously some stresses involved, and it was interesting that it was primarily the catfish and we didn't see any trout, bass or perch. The catfish were in mid-spawn and I suspect that had something to do with it. The bullheads are not necessarily a desirable species of fish from a recreational fishery standpoint, but it's concerning when we see something like that, I would estimate that we have picked up around 200 catfish out of the lake and hauled to the landfill. We are ready for things to cool off that is for sure and some rain would be a welcome thing at this point.
2. **DPE Projects** – The DPE crew has been busy working on a number of projects here in late July and August including continued brush chipping operations at the maintenance facility where steady drop-offs have been occurring, folks cleaning up properties etc; constructing a small fence at the Rec Center Playground; mowing along trails, lake access areas and grounds; work on repair and maintenance of the National Forest boundary fence where cows are now present in the northerly end of Turkey Springs; preparations, set-up and take-down of Annual Meeting; work on a number of upper community garden improvements where a recent grant through Healthy Archuleta paid for materials and the DPE is building a fence for a new seating area, a new concrete ramp was installed by a contractor and we will be installing new benches, new hand rails, shade sail and a few other improvements including re-doing the irrigation system. Later this fall after harvest is complete in the garden we will start work on the board approved capital improvement project where we will be completely re-furbishing the 20-year-old garden including all new ground fabric and mulch, new irrigation system; new raised planting/gardening beds etc.
3. **Greenbelt Thinning Operations** – The contractors San Juan Arborists are working currently in Lake Forest Estates and making good progress there in several greenbelt

properties. Thinning, brush reduction and mitigation work according to Colorado State Forest Service Zone II standards and it looks good. The second contracting company, Vance and Bernard will be starting next week working on greenbelts in Pines II and then into Lakewood Village.

4. **Mailbox Projects** – We have been working to improve mailbox locations in several subdivisions this summer including new CBU box replacements in Twincreek, Lake Pagosa Park replacing very old back-loading mailboxes with new front-loading units. In a couple cases new concrete pads were built to accommodate the new units. A repair was made to the asphalt pull-through at Lake Pagosa near the dam at Cloud Cap. We have also installed a couple additional solar powered streetlights at mailbox locations this summer. These are pretty popular with owners especially when the days start getting shorter in the winter months. We will begin working on plans soon for improvements next year and possible budget needs.
5. **Noxious Weed Control** – I am continuing noxious weed control efforts in the subdivisions, open spaces and near trails and park areas. Working with property owners as well on private property to control invasive weeds. As dry as it's been hard to believe anything is growing right now.
6. **Right-of-way Survey Work –** Davis engineering is finishing up some right-of-way survey work for planned new trails as part of the board approved capital improvement plan. Survey work is being completed along North Pagosa Blvd where it is planned to construct a new 8-foot wide asphalt trail next year, 2027. The survey work will allow us to get the alignment of the trail determined and update estimated costs. Additionally, Davis is surveying the right-of-way on Piedra road between Aspenglow Blvd and Cloud Cap Ave where we plan to construct a natural surface trail.

Pagosa Lakes Property Owners Association

Regular Board of Directors Meeting

Recreation Center Report

Attendance report for July	**2026**
Timeshare Sign Ins	3,555
Member Sign Ins	7,645
Total User Attendance	11,200
Programs and Activities Attendance	
All programs in Aerobics Room	101
Water Aerobics	114
Racquetball	102
Basketball	85
Lap Lane	1,545

Manager’s Summary

Manager’s Summary

Although overall numbers are down this year, July felt particularly impacted. Despite the lower attendance, the Recreation Center was extremely busy, and both swim lessons and swim team participation continue to rise compared to last year. We have received numerous member complaints regarding gym overcrowding and difficulty accessing preferred equipment. While we’ve encouraged members to return during slower periods, this has not been an appealing solution for most.

Architect Courtney King has completed the architectural plans for the recreation expansion. I am currently working with Chuck from Chuck’s Expert Services to determine whether the Seresco unit can serve as HVAC for the new expansion. Engineered drawings are expected soon.

We are in the interview phase for the Recreation Program Coordinator position. One interview has been completed, and three more are scheduled. I anticipate making a hiring decision by August 7th.

Recreation Center Monthly Comparison

Category	June 2026	June 2025
Total Attendance	11,200	12,542
Wyndham Check-Ins	3,555	5,041
PLPOA Member Attendance	7,645	7,501

Events & Programs

Pagosa Lakes Porpoises Swim Team

The Porpoises competed in both the Western Slope Championships and the State Championship over the past few weekends. Swimmers performed exceptionally well, with significant time drops across the team.

- Both championship meets were two-day events.
- This has been our strongest season yet, with competitive placements at each meet.

Swim Lessons

- August beginner and intermediate sessions are fully booked.
- Instructor scheduling delays made July planning challenging, but with summer availability now confirmed, we can expand offerings.
- Recruiting and training new instructors remains a priority, especially as we are the only full-service pool in town.
- A September session is planned. It will be smaller unless additional instructors can be trained.

Summer Walking Group

The Summer Walking Group kicked off June 3rd at the Recreation Center.

- Meets Wednesdays at 9:00 AM
- Open to all ages
- Dogs welcome (must remain leashed)

This program continues to offer a fun, social way to stay active and enjoy the outdoors.

Facilities & Maintenance

Mowing & Water Conservation

Mowing has begun and will continue as needed. The Recreation Center is further reducing water usage to set a positive example for the PLPOA community.

Lap Pool Salt Cell

- The salt cell has been replaced and the pool is running well.
- Water clarity has returned to normal.
- High summer usage from members, tourists, swim lessons, swim team, and water aerobics continues to push capacity.

Women's & Men's Locker Rooms

- All lockers are currently rented out, and demand remains high. We should begin exploring options for adding more lockers.
- Locker room floors are increasingly difficult to keep clean due to the slope directing water away from drains. This is causing persistent staining and buildup that is harder to remove.

Department of Community Standards Report

PLPOA Board of Directors Meeting

July Monthly Report
Prepared by: Department of Community Standards
Reporting Period: July 1-31, 2026

Overview

During July, the Department of Community Standards continued working to preserve the appearance, safety, and property values of the PLPOA community through routine inspections, homeowner education, architectural review support, and responsive covenant enforcement. Seasonal priorities included vegetation and weed maintenance, wildfire mitigation, exterior property upkeep, recreational vehicle and trailer storage, parking, and construction-project compliance.

Inspections and Compliance Activity

- Routine community inspections were conducted throughout PLPOA neighborhoods.
- New covenant concerns identified: 53
- Courtesy notices issued: 15
- Formal violation notices issued: 7
- Concerns addressed, cured year-to-date: 517

Primary areas of observation and homeowner outreach included:

- Seasonal landscaping, noxious weeds, and vegetation maintenance
- Wildfire mitigation and defensible-space maintenance
- Trash-container storage and general property upkeep
- Exterior building and lot maintenance
- Parking and recreational vehicle or trailer storage
- Unauthorized improvements, active construction, and project compliance

Architectural Review Support

During July, the department:

- Reviewed and processed Architectural Control Committee applications: 86
- Architectural Control Committee applications processed year-to-date: 518
- Assisted property owners with application requirements, site-plan questions, setbacks, and governing-document interpretation.

• Coordinated with the Architectural Control Committee regarding inspections, project status, and compliance follow-up.

Resident Assistance and Education

Staff continued responding to homeowner's inquiries and providing guidance intended to resolve questions before formal enforcement became necessary. Common topics included:

• Covenant interpretation and community maintenance standards
• Architectural approval procedures and required documentation
• Parking, recreational vehicle, and trailer requirements
• Property-line and setback questions
• Lake high-water-line setbacks and shoreline-related improvements
• Neighbor concerns and general compliance questions

The department continues to emphasize engagement, education, and clear communication as the preferred path to voluntary compliance, while applying the governing documents consistently when further action is required.

Community Standards Update

July conditions increased the importance of timely vegetation maintenance and wildfire mitigation. Staff continued observing properties for tall weeds, accumulated combustible vegetation, unmanaged landscaping, and other conditions that may affect neighborhood appearance or fire resilience. Property owners were encouraged to maintain lots regularly, remove dead vegetation and debris, and keep driveways and address markers accessible.

Staff also continued education regarding vehicle and trailer storage, exterior maintenance, construction activity, and the requirement to obtain Architectural Control Committee approval before beginning applicable exterior improvements. Outreach remained focused on helping owners understand requirements and correct concerns promptly.

Ongoing Initiatives

• Consistent administration of covenant requirements throughout the community
• Timely follow-up on open compliance matters
• Homeowner education regarding governing documents and seasonal responsibilities
• Coordination with the Architectural Control Committee and other PLPOA departments
• Documentation of inspections, owner communications, and case progress

Looking Ahead

During August, the Department of Community Standards will:

• Continue routine neighborhood inspections and timely compliance follow-up.
• Monitor landscaping, weed control, wildfire mitigation, and defensible space conditions.
• Continue outreach concerning parking and recreational vehicle or trailer storage.
• Process Architectural Control Committee applications and assist owners with submittal requirements.
• Monitor approved construction projects and follow up on unauthorized improvements.
• Continue working cooperatively with homeowners to achieve voluntary compliance whenever possible.

Summary

The Department of Community Standards remains committed to fair, consistent, and professional administration of the Association's governing documents. Through inspections, education, responsive communication, and coordination with property owners and PLPOA departments, staff continues supporting the safety, appearance, quality, and character of the PLPOA community.

Respectfully submitted,
Department of Community Standards,
PLPOA

Pagosa Lakes Property Owners Association
Aug 12, 2026
Jenifer Pitcher

Department Update

Public Relations

The next project for completion is the revamp of the Association Map and information packet, which will be sent specifically to new owners but will also serve as a useful tool for everyone.

PLPOA Lifestyle Services & Offerings

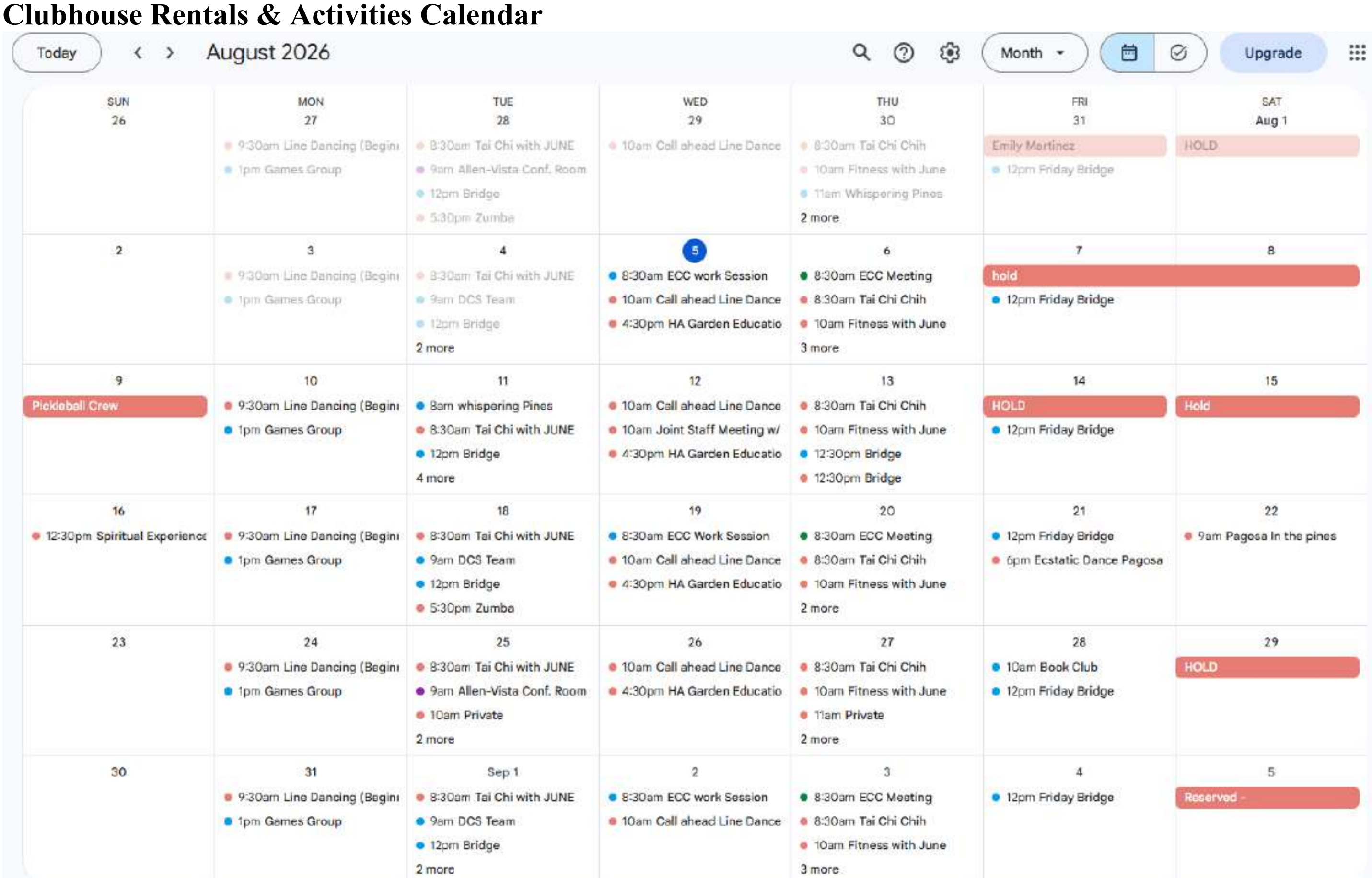
On the horizon: the Fall Flea Market, Thanksgiving, budget planning, and committee recruitment and restructuring.

CMIA Conference 2027

Planning is underway for the CMIA Conference, rescheduled from last year. **The Springs Hotel and Resort** will be the host hotel again with a date still TBD – Spring.

Vantaca Conference: Oct 2nd-6th. I will be attending training for all departments to maximize our use of Vantaca's offerings.

Clubhouse Rentals & Activities Calendar



ECC Liaison Report

DESCRIPTIONS	July		YTD	Previous YTD			
	2-Jul	16-Jul	2026	2025	2024	2023	Revised YTD
New Single-Family Residential (SFR)	0	0	35	56	69	45	
Manufactured New or used placement	0	0	0	0	4	0	
Major Projects	2	6	52	58	55	49	
Minor Projects	17	12	179	271	307	256	
Owner-initiated Variance Request	0	0	1	4	9	9	
Solar	0	0	8	32	24	27	
Boat Dock and Shoreline Permit	2	1	8	18	8	0	
Sign/ Banner permanent and temporary	0	0	0	2	7	2	
Seasonal and Temporary structures	0	0	8	10	12	11	
Tree Removal/Fire Mitigation)	13	7	70	113	129	102	
Extensions/Revisions	6	5	84	210	283	280	
Written Request: Miscellaneous	3	10	65	97	114	85	
New Commercial Structure	0	0	0	1	0	2	
Multi-family structures	0	0	0	1	0	2	
Total Application submissions	44	42	518	875	1029	883	
Total Approved Applications	42	42	511	870	1001	871	
Total Preliminary Reviews	1	1	8	7	15	unk	
As Form Inspection	0	0	27	37	70	54	
Notes							

LOT CONSOLIDATIONS

Lot Consolidations	2026	2027	2028	2029	2030	2031	2032
January	2.00						
February	0.00						
March	1.00						
April	1.00						
May	3.00						
June	2.00						
July	1.00						
August							
September							
October							
November							
December							
Total	10.00	0.00	0.00	0.00	0.00	0.00	0.00
Consolidations - *May had 3 lot consolidations							
Un-Consolidations - One plat amendment							

MINUTES OF THE PARKS, TRAILS AND OUTDOOR RECREATION COMMITTEE MEETING
WEDNESDAY, JULY 8, 2026

The meeting convened at 2 pm. Committee members present were Ken Wilburt, Steve Chaney and new committee member Dave Bouquet. Staff present was Larry Lynch and GM Allen Roth.

The committee reviewed the minutes of the previous meeting and learned that Russ Durrer, a long-time committee member, will be stepping away from the committee due to other commitments.

Lynch informed the committee that the 15 MPH cyclist speed limit signs that the committee recommended earlier in the spring have been installed along the hard surface trails, 12 signs installed to improve safety. David Bouquet expressed his concerns about the trail access parking on North Pagosa Blvd and Aspenglow Blvd, a safety concern. Lynch stated that there are plans in the 2025 Master Plan to construct a new trailhead further north to address this concern.

Allen gave the committee an overview of the Capital improvement long range planning that the board has recently approved including the proposed schedule of several parks and trails projects including the Piedra Road natural surface trail; the North Pagosa Blvd trail extension in 2027; the Hatcher gravel trail extension in 2027; and the Dutton Trailhead project in 2028. The committee was very pleased about the proposed projects and schedule which would be a great start to implementing the 2025 Parks and Trails Master Plan.

The committee also heard an update on the recent re-surfacing project of portions of the Lake Forest Cir trail where nearly a mile of older trail sections was resurfaced with new asphalt. Allen explained that those types of maintenance projects were paid for by a special parks and trails reserve fund of the Association and was planned in the 2026 budget.

Lynch gave the committee on the PARC (Pagosa Area Recreation Coalition) regional master plan and that it is now complete and available to review on the PARC website. The plan includes short- and long-term planning for new recreational projects in the regional planning area that take into account maintenance of existing infrastructure, conservation action plans; new restroom and trash facilities; new trails and improved trails; town and county recreation facilities; and specifically, improvements, upgraded parking and new trails in the Turkey Springs area of the National Forest.

Kurt Raymond has appointed two new committee members to the group; David Bouquet who was present at the meeting and Paul Kreisher who wasn't able to make this meeting but is excited to come on board. Six committee members are now serving on the committee.

Ken Wilbert agreed to do the committee presentation at the Annual Meeting because Kurt was unavailable due to a family memorial service that weekend.

The meeting was adjourned.

Beazley | Safeguard

Contents

Beazley Claims Service

Delivering great claims service is one of Beazley's top priorities. Our Claims Service Standards highlight what our stakeholders can expect when working with our Claims Team – expertise, responsiveness, partnership, fairness, and accountability. Please visit www.beazley.com to read more about our Claims Service Standards under Our Approach to Claims.

Insurance Company, Claims and Circumstance Notification and Complaints Information

Thank you for choosing to insure with us. Please read your policy documentation carefully to ensure that the cover meets your requirements. If anything is not correct please contact your broker as soon as possible.

A. Insurance Company

Syndicate 2623/623 at Lloyd's

B. Claims and Circumstances Notification – Where to notify a claim or circumstance

Beazley Group
Attn: Claims Group
30 Batterson Park Road
Farmington, CT 06032
claims@beazley.com

To report a **circumstance** under the Safeguard Additional Coverage, call +1 844 285 4700 where a service representative will be available 24 hours a day, seven days a week

C. Complaints Information – How to make a complaint

Every effort is made to ensure that a high standard of service is provided. However, if the **insured** is not satisfied with the service it has received or it has any questions or concerns about this Policy the **insured** should contact:

Beazley USA Services, Inc. (on behalf of one or more Beazley Group insurers)
To get information or file a complaint with your **insurance company**:

Online:	www.beazley.com
Email:	us.complaints@beazley.com
Mail:	30 Batterson Park Road Farmington, CT 06032

All correspondence should be addressed to Beazley Complaints.

Declarations

NOTICE: THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURANCE COMPANY IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS DEFENSE COSTS WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE COVERAGE PROVIDED UNDER THIS POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

These Declarations along with the **application**, and the Policy with endorsements shall constitute the contract between the **insured** and the **insurance company**.

Policy Number:		
Named Insured:	Name:	
	Address:	
Policy Period:	From:	
	To:	
	Both days 12.01 a.m. Local Time at the Address specified above	
Limit of Liability:	(a) USD	in the aggregate during the **policy period** for all **claims** brought by or on behalf of each **victim**, and
	(b) USD	in the aggregate during the **policy period** for all **claims** brought by or on behalf of all **victims**
	Other than where Sub-Limited below:	
	(c) USD	in the aggregate during the **policy period** for all **safeguard costs** resulting from all **circumstances**
Retention:	USD	each **victim**

Optional Extension Period:	12 months	Additional premium of 100% of the annual premium plus applicable taxes, provided no **claims** and/or **circumstances** have been reported to the **insurance company**. In the event any **claims** and/or **circumstances** have been reported to the **insurance company**, the terms of the **optional extension period** will be determined by the **insurance company** at the time this Policy is not renewed or replaced by the **insurance company**
Premium:	USD	(annual) plus applicable taxes

Retroactive Date:

Prior and Pending Date:

Notification of Claim or Circumstance:

Beazley Group
Attn: Claims Group
30 Batterson Park Road
Farmington, CT 06032
claims@beazley.com

or

To report a **circumstance** under the Safeguard Additional Coverage, call +1 844 285 4700 where a service representative will be available 24 hours a day, seven days a week

Other Notices:

Beazley Group
30 Batterson Park Road
Farmington, CT 06032

Service of Suit: Service of process in any suit shall be made upon:

Governing Law:

NOTICE: THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURANCE COMPANY IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS DEFENSE COSTS WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE COVERAGE PROVIDED UNDER THIS POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

The **insurance company** agrees with the **named insured** in consideration of the payment of, or agreement to pay, the premium and subject to all the provisions of this Policy:

Coverage

Sexual Abuse and Molestation Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** for a **wrongful act** and reported in accordance with the Claim Requirements and Information section.

Additional Coverage

Safeguard Coverage

To pay, at the **insurance company's** sole discretion, any **safeguard costs** resulting from any **circumstance** which the **insureds** first become aware of during the **policy period**, provided that, as a condition to coverage:

(a) such **circumstance** is reported to the **insurance company** in accordance with the Claim Requirements and Information section, but in no event later than 72 hours after a **responsible person** becomes aware of such **circumstance**; and

(b) the **insured organization** enters into a formal written agreement with the **safeguard service provider** within 24 hours of the **insurance company** appointing such **safeguard service provider**.

Exclusions from Cover

The **insurance company** will not be liable for any **loss** in connection with or resulting from:

Assumed Liability

any **claim** or **circumstance** arising out of, based upon, attributable to or in any way involving any liability of others assumed by the **insured** under any contract or agreement, either oral or written, including any hold harmless or indemnity agreements.

This Exclusion will not apply to the extent the **insured** would have been liable in the absence of such contract or agreement.

Employment-Related Practices

that part of any **claim** or **circumstance** arising out of, based upon, attributable to or in any way involving any employment-related practice, policy, act or omission which does not otherwise constitute a **wrongful act**.

Indemnity to Perpetrator

any **claim** against any **insured person** who personally committed, participated in or assisted in any act of **sexual abuse and molestation**.

This Exclusion will not apply to any **defense costs** incurred by such **insured person** until such time as:

(a) such **insured person** is judicially determined to have committed, participated in or assisted in any act of **sexual abuse and molestation**; or

(b) such **insured person** admits in any context to having committed, participated in or assisted in any act of **sexual abuse and molestation**.

Insured against Insured

any **claim** brought by or on behalf of any **insured**.

Prior and Pending

any **claim** arising out of, based upon, attributable to or in any way involving any **circumstance**, written demand for monetary damages, litigation, arbitration, administrative or other proceeding which was alleged or brought against an **insured** prior to the **prior and pending date**, or any **wrongful act** or fact or circumstance underlying or alleged therein.

Prior Knowledge of Acts of Sexual Abuse and Molestation

any **claim** or **circumstance** if, prior to the date of the **wrongful act** giving rise to such **claim** or **circumstance**, any **insured** was aware of any allegation or complaint of any act of **sexual abuse and molestation** being made against the same **insured person** as accused in such **claim** or **circumstance**.

Prior Notice

any **claim** or **circumstance** arising out of, based upon, attributable to or in any way involving:

(a) any act of **sexual abuse and molestation**, fact, circumstance, transaction or situation which has been the subject of any **claim** or **circumstance**, whenever made, of which notice has been provided prior to the **policy period** under any other policy, or

(b) any act of **sexual abuse and molestation** which is considered **related acts of sexual abuse and molestation** of which notice of the earlier such act of **sexual abuse and molestation** has been provided prior to the **policy period** under any other policy.

Limit of Liability

The Limit of Liability specified in Declarations under part (a) is the maximum amount payable by the **insurance company** for all **loss** under this Policy in respect of all **claims** against the **insureds** brought by or on behalf of each **victim**.

The Limit of Liability specified in Declarations under part (b) is the maximum amount payable by the **insurance company** for all **loss** under this Policy in respect of all **claims** against the **insureds** brought by all **victims**.

The Sub-Limit of Liability specified in Declarations under part (c) is the maximum amount payable by the **insurance company** for all **safeguard costs** under this Policy in respect of all **circumstances**.

Any **loss** paid by the **insurance company** under this Policy will reduce all applicable Limits of Liability.

Where any Sub-Limit of Liability is specified in this Policy or the Declarations, the **insurance company** will have no liability in excess of such Sub-Limit of Liability. Any Sub-Limit of Liability will be part of, and not in addition to, the Limit of Liability.

The **insurance company** will not be obligated to pay any **loss**, or defend any **claim**, after the applicable Limits of Liability have been exhausted, or after deposit of the Limit of Liability in a court of competent jurisdiction.

Retention

The Retention specified in the Declarations will apply separately for **claims** brought by or on behalf of each **victim**, and the **insurance company** will be liable only for **loss** in excess of that amount.

The Retention for each **victim** will be satisfied by monetary payments of **loss** by the **insured**.

No Retention will apply to **safeguard costs**.

Claim Requirements and Information

Notification of Claims

As a condition to coverage under this Policy, the **insured** must give notice to the **insurance company** of any **claim** as soon as practicable but in no event later than 30 days after any **responsible person** first becomes aware of such **claim** or 30 days after the end of the **policy period** (whichever date is earlier).

Notification of Circumstances

The **insured** may during the **policy period** notify the **insurance company** of any **circumstance**.

Any notice must include:

(a) the reasons why the **insured** reasonably anticipates that such **circumstance** could give rise to a **claim**, and

(b) full particulars of the dates, acts and persons involved (where available).

If a **claim** is made after the end of the **policy period** and arises from a **circumstance** reported in accordance with this provision, then such **claim** will be deemed to have been made at the same time as the **circumstance** was reported to the **insurance company**.

Related Claims

All **related claims**:

(a) are deemed a single **claim** for the purposes of this Policy, irrespective of the number of **insured's** involved in the **claim**, and

(b) are deemed to have been made at the time of the first such **claim**, and

(c) will be treated by the **insurance company** as having been reported when the first of such **claims** was reported or is deemed to have been reported to the **insurance company**, and

(d) will be subject to a single Retention.

Related Acts of Sexual Abuse and Molestation

All **related acts of sexual abuse and molestation**:

(a) are deemed a single act of **sexual abuse and molestation** for the purposes of this Policy, irrespective of the number of **insured's** involved, and

(b) are deemed to have been first committed at the time of the first such act of **sexual abuse and molestation**.

Notice to the Insurance Company

All notices to the **insurance company** must be sent either by e-mail to or by mail to the address specified in the Declarations.

Defense, Safeguard Costs and Settlement

(a) Duties

The **insurance company** has the right and duty to defend any **claim** against the **insured** seeking **loss** which is payable under the terms of this Policy, even if any part of such **claim** is groundless, false or fraudulent.

(b) Selection of defense counsel and consent to **defense costs** and **safeguard costs**

The **insurance company** has the right to select defense counsel and will not be obligated to pay **defense costs** or **safeguard costs** unless it has given prior written consent to such **defense costs** or **safeguard costs** being incurred.

(c) Repayment of **defense costs**

To the extent it is established that any **defense costs** paid by the **insurance company** are not covered in whole or in part under this Policy, the **named insured** shall repay such **defense costs** to the **insurance company**.

(d) Settlement of **claims**

The **insured** will not admit liability, make any payment, assume any obligation, incur any expense, make an offer to settle or agree to any settlement, stipulate to any judgment or dispose of any **claim** without the prior written consent of the **insurance company**.

If the **insured** refuses to consent to any settlement recommended by the **insurance company** and acceptable to the claimant, the **insurance company's** liability for **loss** will not exceed:

i. the amount for which the **claim** could have been settled, less the remaining Retention, plus

ii. the **defense costs** incurred up to the time of such refusal.

Assistance and Cooperation

If any **claim** or **circumstance** is reported by the **insured** under this Policy, the **insured** will give all information and assistance to the **insurance company** as it may need to investigate such **claim** or **circumstance**. The **insured** will cooperate with the **insurance company** in responding to such **claim** or **circumstance**. The **insured** agrees not to take any action which in any way increases the **insurance company's** exposure under this Policy.

Any costs to provide such information or assistance to the **insurance company** will be at the **insured's** own cost.

Allocation

If a judgment, award and/or settlement constitutes both **loss** covered by this Policy and loss uncovered by this Policy either because the **claim** includes both covered and uncovered allegations or because it includes both insured and uninsured parties, then the **insured** and the **insurance company** will use their best efforts to determine a fair and appropriate allocation between that portion of **loss** that is covered under this Policy and that portion of loss that is not covered under this Policy. The **insurance company** and the **insured** agree that in determining a fair and appropriate allocation of **loss** and non-covered loss, such parties will take into account the relative legal and financial exposures of the settlement of the **claim** by the **insured** and others.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **insured**, including any self-insured retention or deductible of such insurance. This provision will not apply where such other insurance is written only as specific excess insurance over this Policy.

Subrogation and Recoveries

If any payment is made under this Policy, the **insured** will transfer its rights of recovery against any third party to the **insurance company**. The **insured** will do whatever is reasonably necessary to secure and preserve such rights after a **claim** is first made against them or the date they become aware of a **circumstance**.

Any amounts recovered will be applied in the following order:

(a) to reimburse costs incurred by or on behalf of the **insurance company** in bringing proceedings against such other party;

(b) then to the **insured** for the amount of any **loss** which exceeds the Limit of Liability;

(c) then to the **insurance company** up to the amount of the **loss** paid by the **insurance company** and the Limit of Liability will be reinstated for such amounts;

(d) then to the **insured** to reimburse the Retention.

Action against the Insurance Company

No action will lie against the **insurance company** unless and until the **insured** has fully complied with all the terms of this Policy.

No person or organization will have the right under this Policy to join the **insurance company** as a party to an action against the **insured** to determine the **insured's** liability or implead the **insurance company** in any such action.

General Conditions

Change of Control or Subsidiary Acquired by Another Entity

In the event during the **policy period**:

(a) there is a **change of control**, or

(b) a **subsidiary** is acquired by another entity,

this Policy will not apply to that part of any **claim** or **circumstance** which arises from a **wrongful act** that was committed after such **change of control** or acquisition.

The **named insured** will, as soon as practicable, give the **insurance company** written notice of a **change of control**.

Mergers and Acquisitions

(a) In the event the **named insured** acquires another entity whose number of employees do not exceed 10% of the total number of **employees** of the **insured organization** as the time of acquisition, then such acquired entity will be considered part of the **insured organization**, and this Policy will apply, from the date of such acquisition, for any **claim** or **circumstance** in any way involving such entity; or

(b) In the event the **named insured**:

i. merges with another entity such that the **named insured** is the surviving entity; or

ii. acquires another entity whose number of employees exceeds the percentage threshold in (a) above,

then this Policy will only apply for a period of 60 days, from the date of such merger or acquisition, for any **claim** or **circumstance** in any way involving such merged or acquired entity.

After 60 days, coverage will only be available under this Policy if:

1. the **named insured** provides the **insurance company** with information in connection with such merger or acquisition as the **insurance company** requires; and
2. the **named insured** accepts any special terms, conditions, exclusions or additional premium charge as may be required by the **insurance company**.

(c) Coverage for such entity specified in (a) or (b) above:

i. will only apply if all employees of such entity specified in (a) or (b) above have successfully completed both a criminal background and abuse registry check prior to the time of such merger or acquisition; and

ii. will only apply to that part of any **claim** or **circumstance** for any **wrongful act** committed after the date of such merger or acquisition.

Optional Extension Period

If this Policy is not renewed or replaced by the **insurance company**, the **named insured** will be entitled to purchase an **optional extension period**.

The **optional extension period** will only be available if:

(a) the **named insured** gives written notice to the **insurance company** of its intent to purchase the **optional extension period** within 30 days after the end of the **policy period**; and

(b) the **named insured** pays the additional premium specified in the Declarations to the **insurance company** within 45 days after the end of the **policy period**.

The **optional extension period** will only apply to that part of any **claim** or **circumstance** for any **wrongful act** committed before the end of the **policy period**. In no event will the **optional extension period** apply to any **safeguard costs**.

The **optional extension period** cannot be cancelled, and the premium is deemed fully earned at the inception date of such **optional extension period**.

The **optional extension period** will not increase the Limit of Liability. Any payments with respect to **claims** made during the **optional extension period** will be part of the Limit of Liability.

The offer of renewal terms, conditions or premiums different from those in effect prior to renewal will not constitute non-renewal or replacement.

Cancellation

(a) By the **named insured**

If an **insured** has not reported any **claims** or **circumstances**, the **named insured** may cancel this Policy by giving the **insurance company** written notice stating when thereafter the cancellation will be effective. In such event the **insurance company** will give the **named insured** the customary short rate refund of the premium for the remaining portion of the **policy period**, subject always to a 25% minimum earned premium. In the event an **insured** has reported any **claims** or **circumstances** under this Policy, the premium will be deemed fully earned.

(b) By the **insurance company**

The **insurance company** will have the right to cancel this Policy only for nonpayment of premium by providing in writing 10 days notice of cancellation to the **named insured**. If the premium is paid in full to the **insurance company** before the 10 day notice period expires, notice of cancellation will automatically be revoked. In the event of cancellation, the **insurance company** will be entitled to the pro-rata portion of the premium. If the foregoing notice provision is in conflict with any governing law or regulation, then such provision will be amended to afford the minimum requirements permitted thereunder.

Non-Renewal

The **insurance company** may non-renew this Policy by giving the **named insured** 60 days written notice before the end of the **policy period**. The mailing of such notice shall be sufficient notice. Delivery of such written notice by the **insurance company** will be equivalent to mailing. If the foregoing notice provision is in conflict with any governing law or regulation, then such provision will be amended to afford the minimum requirements permitted thereunder.

Authorization

The **named insured** will be considered the agent of all the **insureds**. This means that the **named insured**:

(a) will act on behalf of all the **insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and

(b) will accept any endorsements to this Policy, and

(c) will be responsible for the payment of all premiums and Retentions and for receiving any refunds of premium.

Assignment

The **insured** cannot assign this Policy or any right under it without the prior written consent of the **insurance company**.

Headings

The titles of provisions or endorsements in this Policy are intended solely for convenience and reference. They are not deemed in any way to limit, expand or otherwise affect the provisions to which they relate.

Single form of a Word

Whenever the singular form of a word is used in this Policy, the same word will include the plural when required by context.

Governing Law

This Policy will be governed by and construed in accordance with the laws of the state designated in the Declarations.

Service of Suit

It is agreed that in the event of the failure of the **insurance company** to pay any amount claimed to be due under this Policy, the **insurance company**, at the request of the **insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this General Condition constitutes or should be understood to constitute a waiver of the **insurance company's** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the **insurance company's** representative, specified in the Declarations, and that in any suit instituted against any one of them upon this contract, the **insurance company** will abide by the final decision of such court or of any appellate court in the event of an appeal.

The **insurance company's** representative specified in the Declarations is authorized and directed to accept service of process on behalf of the **insurance company** in any such suit and/or upon the request of the **insured** to give a written undertaking to the **insured** that they will enter a general appearance upon the **insurance company's** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the **insurance company** hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **insured** or any beneficiary hereunder arising out of this Policy, and hereby designates the **insurance company's** representative, specified in the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Entire Agreement

By acceptance of the Policy, the **insured** agrees that this Policy embodies all agreements between the **insurance company** and the **insured** relating to this Policy. No change or modification to this Policy will be effective unless made by endorsement issued by the **insurance company**.

Representation by the Insured

The **insured** represents that the statements contained in the **application** are true, accurate and are not misleading. The **insured** also agrees that the **insurance company** issued this Policy, and assume the risks hereunder, in reliance upon the truth of such statements.

In the event that the **application** contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **insurance company** under this Policy, this Policy will not afford any coverage with respect to:

(a) those **insureds** who made or had knowledge of such misrepresentations; and

(b) all **insureds** if the individuals who executed the **application** made or had knowledge of such misrepresentations.

Except as provided for in paragraph (b) above, no knowledge possessed by any **insured** will be imputed to any other **insured**.

None of the foregoing provisions in this General Condition will in any other way limit or void the **insurance company**'**s** rights to rescind this Policy.

The Insurance Company's Consent

Where the **insured** is required under this Policy to seek the consent of the **insurance company**, the **insurance company** will not unreasonably withhold, delay or deny such consent.

Sanction Limitation

The **insurance company** will not be liable to provide any cover, benefit or pay any **loss** under this Policy to the extent that the provision of such cover, benefit or payment of such **loss** would expose the **insurance company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America, Canada, European Union or United Kingdom.

Bankruptcy

Bankruptcy or insolvency of the **insureds** will not relieve the **insurance company** of its obligations, or deprive the **insurance company** of its rights or defenses under this Policy.

Territory

This Policy will apply to **claims** made against the **insureds** anywhere in the world.

Valuation and Currency

All premiums, limits, retentions, **loss** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **loss** under this Policy is stated in a currency other than United States dollars, payment under this Policy will be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **loss** is due.

Complaints

Every effort is made to ensure that a high standard of service is provided. However, if the **insured** is not satisfied with the service it has received or it has any questions or concerns about this Policy the **insured** should contact Beazley Complaints as indicated on the Insurance Company, Claim and Circumstance Notification and Complaints Information form.

Definitions

The following definitions are applicable to this Policy:

application means the completed and signed application for this Policy including any written materials submitted with the application, all of which will be deemed part of this Policy, as if physically attached.

change of control means:

(a) the acquisition by any person or entity of more than 50% of the outstanding securities or equity interest of the **named insured** representing the present right to vote for the election of directors; or

(b) the merger or consolidation of the **named insured** into another entity such that the **named insured** is not the surviving entity.

change of control will not be considered to have occurred in the event of **financial impairment**.

circumstance means a **wrongful act** or a reasonable suspicion thereof that has not yet given rise to a **claim**.

claim means:

(a) a written demand for monetary damages;

(b) a written document filed with a governmental authority as a prerequisite to filing a civil proceeding; or

(c) a civil or administrative proceeding.

claim will not include any criminal, investigative or regulatory proceeding.

defense costs means:

(a) reasonable fees, costs and expenses, including legal fees, costs and expenses, necessarily incurred by or on behalf of the **insured** in connection with the investigation, defense, settlement or appeal of a **claim**;

(b) all other fees, costs and expenses incurred by or on behalf of the **insured** with the **insurance company's** prior written consent; and

(c) premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for a **claim** against any **insured** for a **wrongful act**. However, the **insurance company** will have no obligation to appeal or to obtain such bonds.

defense costs will not include the salary and/or cost of time of any **insured person**, overheads expenses of the **insured organization** or any **safeguard costs**.

employee means any natural person employed by the **insured organization** for wages or salary, which includes part time, seasonal, leased and temporary workers.

employee will include volunteers, substitute teachers, student teachers, coaches, counselors and clergy while performing activities on the **insured organization's** behalf that the **insured organization** has authorized and/or sponsored.

employee does not include individuals who are leased to another employer.

financial impairment means the appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **insured organization**.

independent contractor means any natural person who is self-employed and performs labor or service for the **insured organization** pursuant to a written contract or agreement, where only the result of such labor or service is under the exclusive direction of the **insured organization**. The status of an individual as an **independent contractor** shall be determined as of the date of an alleged **wrongful act**.

insured means the **insured organization** and the **insured persons**.

insured organization means:

(a) the **named insured**;

(b) any **subsidiary**; and

(c) the **named insured** or any **subsidiary** as a debtor in possession under the United States bankruptcy law or similar legal status under foreign law.

insured persons means any natural person who was, is or during the **policy period** becomes:

(a) a director or officer of the **insured organization**;

(b) a manager, managing member, member of the board of managers, managing partner, general partner of a limited partnership (including the board of directors of any such general partner that is a corporation) or equivalent executive of the **insured organization**;

(c) an **employee**; or

(d) an **independent contractor**

but only when and to the extent acting for and on behalf of the **insured organization** in such capacity.

insured persons will include:

i. the lawful spouse, civil or domestic partner of any natural person specified above:
   1. solely in their capacity as such, and
   2. only for the purposes of any **claim** seeking damages recoverable from:
      a. marital community property,
      b. property jointly held by any such person and the spouse, civil or domestic partner, or
      c. property transferred from any such person to the spouse, civil or domestic partner, and

ii. the estate, heirs, legal representatives, trusts, estate planning vehicles or assigns of any natural person specified above in the event of their death, incapacity or bankruptcy.

insurance company means Syndicate 2623/623 at Lloyd's.

loss means:

(a) judgments (including pre and post-judgment interest), awards, settlements and statutory attorney fees incurred by the **insured**;

(b) **defense costs**; and

(c) with respect to the Safeguard Additional Coverage, **safeguard costs**.

loss will not include:

i. fines, sanctions or penalties;

ii. punitive or exemplary damages or any damages which are a multiple of compensatory damages; and

iii. any amounts deemed uninsurable by law.

management control means:

(a) owning interest representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors of a corporation, the members of the management board of a limited liability corporation, the management committee members of a joint venture or with respect to entities operating or organized outside the United States of America, persons serving in a functionally equivalent role; or

(b) having the right, pursuant to written contract or the bylaws, charter, operating agreement or similar documents of the **insured organization** to elect, appoint or designate a majority of the board of directors of a corporation, the management board of a limited liability corporation, the management committee members of a joint venture or with respect to entities operating or organized outside of the United States of America, persons serving in a functionally equivalent role.

named insured means the entity specified in the Declarations.

optional extension period means the period specified in the Declarations after the end of the **policy period** in respect of **claims** first made against the **insured** and reported to the **insurance company** during such period specified in the Declarations.

policy period means the period specified in the Declarations.

prior and pending date means the date specified in the Declarations.

related claims means all **claims** made by or on behalf of each **victim** involving the same **wrongful act** or **related acts of sexual abuse and molestation**.

related acts of sexual abuse and molestation means any and all acts of **sexual abuse and molestation** against any one **victim** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally or logically connected facts, circumstances, situations, events, transactions or causes.

responsible person means any member of the management committee, chairperson, chief executive officer, chief operating officer, president, chief financial officer, risk manager, human resources staff or an individual acting in a similar capacity with the **insured organization**.

retroactive date means the date specified in the Declarations.

safeguard costs means reasonable costs necessarily charged by a **safeguard service provider** on behalf of the **insured organization** in connection with providing **safeguard services**.

safeguard service provider means any service provider who is appointed at the sole decision of the **insurance company**.

safeguard services means any one or more of the following services that a **safeguard service provider** provides to the **insured organization** which at the sole decision of the **insurance company** are necessary to mitigate harm to the **insured organization's** reputation or potential covered damages, judgments or settlements by the Policy resulting from a **circumstance**:

(a) crisis communications services;

(b) crisis management services;

(c) forensic and investigatory services;

(d) legal services;

(e) government relations services;

(f) victim support service;

(g) hotline services; or

(h) any other services approved in advance by the **insurance company**.

sexual abuse and molestation means any actual or alleged abuse, molestation, mistreatment or maltreatment of a sexual nature, including, but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent.

subsidiary means any entity, including any limited liability corporation and joint venture, in which the **named insured** either directly or indirectly has or had **management control** on or before the inception date of this Policy. Coverage for such entity will only apply for any **wrongful act** committed while the **named insured** had **management control** of such entity.

victim means any individual who alleges that he or she is the subject of an act of **sexual abuse and molestation**.

wrongful act means:

(a) any act of **sexual abuse and molestation** first committed by an **insured person** on or after the **retroactive date** against any one **victim** whilst performing duties in relation to the **insured organization's** business; or

(b) any negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities any person, including any minor, who first committed any act of **sexual abuse and molestation** on or after the **retroactive date** against any one **victim** by any **insured** whilst performing duties in relation to the **insured organization**'**s** business.

wrongful act will not include **related acts of sexual abuse and molestation** where the first such act of **sexual abuse and molestation** was committed prior to the **retroactive date**.

Courtney King Studios
Courtney King, Architect, LEED AP
280 Pagosa Street, PO Box 5823
Pagosa Springs, CO 81147
ck@courtneykingstudios.com
970.946.9410

Proposal for Architectural Services – PLPOA Weight Room Addition

Allen Roth, *General Manager*
Pagosa Lakes Property Owners Association, Inc.
230 Port Ave.
Pagosa Springs, CO 81147
970-731-5635 ext. #209
allen@plpoa.com

Dear Allen,

Courtney King Studios is pleased to submit a proposal to provide professional services for the PLPOA Weight Room Addition Project. Together with Myers Engineering Inc, we welcome the opportunity for this new project. Professional services for the above-referenced project are proposed as follows:

PROJECT SCOPE

Services include providing Engineered Architectural plans for a proposed Weight Room Addition with approximately 2,500 sf, adjacent to the existing PLPOA Recreation Center, located at 45 Eagle's Loft Circle, in Archuleta County, Colorado. The addition is anticipated to be located on the south side of the existing racquetball courts, with potentially two new restrooms to serve the increased occupant load.

The stamped set of Architectural Plans will include the following drawings:

1. Cover sheet including general information notes, building code summary, accessibility details, sheet index, etc.
2. Site plan / landscape plan (with Structure Ignition Zones, **now required by the 2025 Colorado Wildfire Resiliency Code)**
3. Dimensioned floor plans, drawn at 1/4" = 1'-0" scale.
4. Enlarged restroom plans, drawn at 1/2" = 1'-0" scale.
5. Building sections, drawn at 1/4" = 1'-0" scale.

6. Wall sections, drawn at 3/4" = 1'-0" scale.
7. Door and window schedules.
8. Restroom Interior Elevations, drawn at 3/4" = 1'-0" scale.
9. Engineered Foundation plan, drawn at 1/4" = 1'-0" scale.
10. Engineered Foundation details, drawn at 3/4" = 1'-0" scale.
11. Engineered Framing plans, drawn at 1/4" = 1'-0" scale.
12. Engineered Framing details, drawn at 3/4" = 1'-0" scale.

Architectural and Structural Engineering services will be provided as follows:

PRE-DESIGN- As-Built measurements and as-built plans along with any associated **remodel** scope for connection of the addition to existing spaces (hourly)

PHASE ONE- SCHEMATIC DESIGN (20% of fee)

A schematic design will be produced based upon the Owner provided plans and ideas. Conceptual floor plans will be submitted for the Owner's review and approval.

PHASE TWO- DESIGN DEVELOPMENT (30% of fee)

Upon the written approval of the schematic design by the Owner, we will proceed with further refining the design. Building sections will be provided to look at interior spaces more closely, as well as framing and foundation systems.

PHASE THREE- CONSTRUCTION DOCUMENTS / PERMITTING (50% of fee)

Upon the written approval of the design development by the Owner, construction drawings will be prepared that will allow the design to be constructed. This Architectural proposal assumes that the Owner will be selecting the interior material and finishes such as flooring, wall finishes, plumbing and lighting fixtures, etc. **Interior Design services can be provided by CK Studios as needed,** billed on a time and materials basis, based on the hourly rates as specified below. The Owner will be provided with the appropriate plans for the County Building Department. All agency fees involved and building permit fees will be the responsibility of the Owner/General Contractor.

PHASES FOUR & FIVE- BIDDING & CONSTRUCTION ADMINISTRATION (hourly)

Bidding/Negotiating & Construction Administrative services are proposed on a time and material basis, as outlined in the Compensation section below.

COMPENSATION

Schematic Design, Design Development, Construction Documents, and Permitting Phases are proposed on Fixed Fee Lump Sum of **$21,500.**

Pre-design, Interior Design, and Bidding/Construction Administration phases are **proposed on a Time and Materials Basis,** based on the hourly rates specified below.

Hourly compensation for services will be at the rates specified:
Principal Architect: $130/hour
Designer/CAD Production: $95/hour
Myers Engineering: $150/hour

REIMBURSABLE ARCHITECTURAL COST

In addition to the fees quoted above, normal and customary reimbursable expenses will be billed to the Owner at the actual cost x 1.15 (+15%). Reimbursable expenses include, but are not limited to, all printing, blueprinting and reproduction.

SCHEDULE OF PAYMENT

The Owner will be invoiced monthly, and invoices will reflect work completed and reimbursable expenses incurred to date. **Amounts unpaid after 30 days from the date of the invoice shall bear interest at the rate of one-percent per month.**

ADDITIONAL SERVICES OUTSIDE OF BASIC ARCHITECTURAL SERVICES:

- Civil Engineering, including utilities, grading and drainage engineering.
- MEP engineering services are not included. A separate proposal can be obtained after the Schematic Design is established.
- While we always attempt to design within your budget, services relating to detailed budgeting and cost estimating are not included.
- The scope of this service does not include identifying or remediating environmental hazards.

OTHER CONDITIONS

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice, effective immediately. In such event, the Owner shall pay compensation for professional services and reimbursable expenses to termination date. If termination occurs, the Owner will be provided with copies of all design and research materials to date.

IDEMNIFICATION

The Owner shall indemnify and hold harmless the Architect from any and all liability, loss, or damage which the Architect may incur in connection with any claims made against the Architect regarding the project and/or any contract entered into between the Owner and the Architect, unless such claims arise solely from the negligence, malfeasance, breach or default of the Architect in performing under this agreement. Should the Architect incur any such liability, loss or damage as a result of such a claim, or in defense against any such claim, the amount thereof, including costs, expenses, and reasonable fees of the Architect's attorney, together with interest thereon as provided by law, shall be paid by the Owner or shall be reimbursed by the Owner to the Architect. The Architect shall hold harmless and indemnify the Owner against injury, loss or damage arising as the direct result of the sole negligence, malfeasance or breach of the Architect in performing under this agreement.

IN CONCLUSION

We look forward to working with you. If you have any questions, please feel free to reach out.

Best,

Courtney King, LEED AP, NCARB
Principal Architect

Accepted By Client:________________________ Allen Roth, PLPOA General Manager

RESOLUTION 2026-01
OF THE BOARD OF DIRECTORS
OF
PAGOSA LAKES PROPERTY OWNERS' ASSOCIATION

Replacing Resolution 2025-01

(Confirming Depository Relationships)

RESOLVED, That the Pagosa Lakes Property Owners Association, Inc., Pagosa Springs, Colorado, a Colorado non-profit corporation, does hereby designate TBK Bank, Edward Jones, and First Citizens Bank (hereinafter "Financial Institutions"), as depositories for the funds of this corporation in its various enumerated accounts. The Financial Institutions be and are hereby authorized to accept for credit to this corporation and/or for collection any and all bills and notes payable to the corporation or in which it may have an interest when endorsed in the name of this corporation in writing, by rubber stamp or otherwise, with or without a designation of the party making such endorsement. All transactions in connection therewith shall be governed by the conditions, rules, regulations , customs and practices now or hereafter adopted or practiced by the Financial Institutions or Clearing House Association, including but not limited to those that, as hereinafter specified, the following are officers of this corporation who have been duly and regularly elected and/or appointed on the accounts, certificates of deposit, or safe deposit boxes, so indicated:

1. ____
   William Nobles, President

2. ____
   Al Pfister, Vice President

3. ____
   Jonathan Turk, Treasurer

4. ____
   Evan Siebenmorgen, Secretary

5. ____
   Allen Roth, General Manager

AND THAT any two of the above-named persons are hereby authorized to withdraw said funds from said PLPOA depository on the check of the corporation or by endorsement on Certificates of Deposit , signed as aforesaid and that the said persons are authorized to withdraw funds and/or contents of safe deposit boxes and they are hereby authorized to endorse and receive payment of bills and notes payable to the corporation, and the said Financial Institutions are hereby authorized to pay any such instrument s so signed by endorsed and presented to it for payment ; and

BE IT FURTHER RESOLVED, that the said authority hereby conferred shall be in full force until written notice of the revocation or replacement thereof by the Board of Directors of this corporation shall have been received by said depository and that the Secretary be and is hereby authorized and directed to deliver to the Financial Institutions a ce1tified copy of this resolution and to certify to the Financial Institutions the true and correct signatures of the above-named officers.

LIMITATIONS ON SIGNATURES: Any two (2) signatures are required.

SECRETARY'S CERTIFICATE: I, Evan Siebenmorgen do hereby certify that I am the duly appointed, qualified and Secretary of the Pagosa Lakes Property Owners Association of Pagosa Springs, Archuleta County, Colorado, a non-profit corporation organized and existing under and by virtue of the law of the State of Colorado, and I further certify that the foregoing is a full, true and correct copy of a Resolution adopted at a regular meeting of the Board of Directors of the corporation held on the 12th of August 2026, at which a quorum of the said Board were present and acting. I further certify that said Resolution is in full force and effect and has not been vacated or set aside and that the signatures of the respective officers of said corporation appearing on this document are the true signatures of the respective officers whose signatures they purport to be:

TAX IDENTIFICATION NUMBER: 84-07115

ATTEST:

____
Evan Siebenmorgen, Secretary

____
William Nobles, President

Orten Cavanagh Holmes & Hunt, LLC
ATTORNEYS AT LAW

TERMS OF ENGAGEMENT

Thank you for selecting Orten Cavanagh Holmes & Hunt, LLC (the "Law Firm") to provide legal services as requested by the Association. Requests for services may be made by the Association's manager or staff, the President, or a designated board member liaison. The following includes the Association's terms of engagement of the Law Firm. Please note that this agreement becomes effective when the Law Firm receives a duly signed copy of the agreement, and that the Law Firm is not required to provide professional services until such receipt.

As required to be set forth by Colorado House Bill 2025-1090, we hereby advise you that the total price of services under this agreement may vary based on the hourly rates and the time required by the persons performing the services as set forth within this agreement, and any costs or other expenses that may be incurred.

TERMS

Representation of the Association - The Law Firm represents the Association. The Law Firm's professional responsibilities, and those of its attorneys and paralegals, run to the Association. The Law Firm does not represent the board of directors, any individual board members or officers, the manager, the management company, or owners in the community unless expressly authorized by the Association and agreed to by the Law Firm.

Law Firm Responsibilities - The Law Firm will provide legal counsel and assistance on matters referred to us. We will rely upon information and guidance the Association provides. We will keep the Association reasonably informed of progress and developments and respond to its inquiries.

Association Responsibilities - In order to enable the Law Firm to provide legal services, the Association is to disclose fully and accurately all facts and keep our Law Firm apprised of all developments relating to matters referred. The Law Firm has the right to rely on ledgers, information, and documents provided by the Association or its agents. The Association is responsible for any damages incurred that result from providing inaccurate information or documents.

The Association is to cooperate fully and be available to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to matters referred.

Fees of the Law Firm

Hourly Rates - For services not covered by a specific flat fee, hourly rates apply. The hourly rates for the Law Firm's professionals range from $390 - $480 for principals, $310 - $390 for associates, and $225 for paralegals.

Retainer Program - The monthly fee for the retainer program is set forth on the Retainer Services sheet. Hourly rates are discounted by $20 for attorneys and $20 for paralegals. There is a 10% reduction on many flat fees for retainer clients. Please see the Retainer Services information for a full description of this program.

Assessment Collections - We offer most collections services on either a fixed fee or shared risk basis. Please see the Fixed Fee Assessment Collections sheet and the Shared Risk Assessment Collections sheet for the detailed description of collections services and fees.

Covenant and Rule Enforcement - Legal services to assist the Association in enforcing the covenants and rules are performed on an hourly basis. Typical services involve reviewing existing correspondence between the Association and the owner, sending a demand letter, discussing the matter with the owner, and pursuing legal action through the courts, if necessary.

Litigation - We represent the Association when it initiates a lawsuit to protect its rights, or when the Association is sued. Fees are billed on an hourly basis.

Document Amendments - We will provide an initial flat fee proposal for amending and restating a community's declaration, articles of incorporation, and/or bylaws upon request. Limited amendments to any of these documents, or the review of draft amendments prepared by others, are performed on an hourly basis unless a flat fee is negotiated.

Governance Policies - Most associations are required to adopt nine governance policies and one policy on protecting personal identifying information of owners. We can prepare the required policies or review and update existing policies. Please contact the office for flat fees for preparing new policies or reviewing and updating existing policies. Other policies may be prepared on a flat or hourly fee basis, as requested, and as determined by the Law Firm.

Other Services - We are a full-service law firm for the legal needs of the Association. This includes many other services, including contract reviews and drafting, land use issues, and issues with neighbors. Fees for these services are on an hourly basis or a flat fee or other agreed to fee basis.

Costs - The Association authorizes the Law Firm to advance costs and expenses on its behalf, as the Law Firm deems advisable. These advanced costs will be billed to the Association monthly for reimbursement. Example expenses may include court costs, fees, service of process costs, title company costs, recording fees, or other expenses. Photocopy costs for litigation services or extraordinary projects will be billed at $.15 per copy. Mailing costs for extraordinary projects will be billed per item.

Travel - Travel time is billed at ½ the hourly rate from the Law Firm's Denver or Colorado Springs office. In the event travel extends beyond the Denver metropolitan area and Colorado Springs, mileage is charged at IRS rates.

Credit Card or Other Payment Charges - If assessment collections are referred, the Association's general file is billed the merchant charges for the cost and convenience of accepting payments from owners by credit card, ACH, or otherwise. These fees are not chargeable to the accounts of owners.

File Transfers - The Association will be charged $50 for case intake and transfers from other counsel.

Billing and Payment - Our fees are not contingent unless the Law Firm is engaged under an agreement providing for contingent payment. If the Law Firm has not received any comment about a statement within 30 days of its receipt, it assumes the Association found it acceptable.

Payment is due 30 days from the date of the statement. Services are billed based on hourly rates or specific fee agreements. Invoices for hourly services will show the time spent performing services billed in tenth-of-an-hour increments, with a minimum charge of one-tenth.

Interest, at the rate of 18% per annum, begins accruing after 60 days.

In the event the Law Firm files suit to recover unpaid legal fees, the prevailing party is entitled to its attorney's fees.

Attorney-Client Communication - Our communications and statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the Association, board members, officers, and any manager or management company sees the privileged material, we recommend that you keep all such communications and statements in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Estimates of Fees for Services - From time to time, the Association may ask the Law Firm to make an estimate of the fees for completing all or part of a matter. Because it is often difficult to estimate how much time the matter will take to complete it, any estimate is not an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise the Association when nearing the estimated price and will also advise if we become aware that the estimate may be exceeded. At that time, the Association may decide whether to terminate work on the matter, modify the referral, or proceed to completion with a different cost estimate.

Usage of Artificial Intelligence (AI) - The Law Firm is not currently utilizing artificial intelligence (AI) for legal drafting, research, or administrative tasks. The Firm reserves the right to employ any AI tools it deems necessary to assist in its work and any client work produced by AI will be reviewed by one of the Firm's attorneys.

Files at the Law Firm - The Law Firm maintains the Association's files in electronic format. The Association authorizes the Law Firm to digitize documentation received and destroy paper versions of any document if, at the discretion of the firm, they are no longer necessary to retain. The Law Firm will retain and will not destroy original documents specifically entrusted to us for continued retention as a part of our services.

The Association further agrees that the Law Firm may retain, destroy, or otherwise dispose of all or any portion of the files 10 years after services were provided on that matter without further notice, provided there are no pending or threatened legal proceedings known to the Law Firm's attorneys that relate to the matter, and its attorneys have not agreed to the contrary. If the Association desires to have the electronic file returned to it, please notify the Law Firm of this request within 90 days of execution of this agreement.

Upon request, once all Law Firm's fees and costs are paid, the Law Firm will transfer files to another law firm or return files to the Association.

No Guarantee - The Law Firm will perform professional services on the Association's behalf to the best of its ability but cannot make and have not made any guarantees regarding the outcome of the work. Any expressions by the Law Firm or its employees about the outcome are our best professional views only and are limited by our factual knowledge at the time they are expressed. For litigation matters, although the Law Firm may offer an opinion about a possible or probable amount, the Law Firm does not and cannot represent or guarantee any particular result, as litigation is inherently unpredictable.

Completion of Matter - After a particular matter is completed, the Law Firm does not (unless the Association specifically requests in writing that we do so) undertake to continue to review that matter and update the Association concerning legal developments, such as changes in applicable laws or regulations. If the Association does ask us to review a specific matter on which we have previously worked, we consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant, we are not undertaking to do so as a part of our representation.

Termination of the Law Firm - The Association's engagement of the Law Firm may be terminated at any time, by either party. Upon termination, all amounts due and owing and incurred in withdrawing from representation of the Association are to be paid upon receipt.

RETAINER SERVICES

Retainer services are discounted and bundled services that help prevent and solve problems by encouraging a proactive approach to legal issues. Retainer services enhance communication between the Association, its management team, and the Law Firm. The monthly fee for retainer services is $275.

Custom retainers are available. Please contact our office for customized retainer services.

Retainer Services Include:

Reduced Hourly Rates

Hourly rates are reduced by $20 per hour for attorneys and $20 per hour for paralegals.

Reduced Flat Fees

10% discount on flat fees, excluding assessment collection services.

Telephone Calls/Emails

Routine calls with the Association's manager and/or president, a designated board member, or liaison are at no cost. Routine calls are generally brief calls to explain the Association's concerns and exchange information regarding potential legal issues or governance matters to receive professional guidance, ask questions, and understand potential options and any fees or costs if further research or legal work is recommended.

Examples may include guidance on Board governance, initial covenant enforcement intake, and information gathering for proposal requests, legal opinions, or other projects.

Routine calls generally exclude lawsuits, covenant enforcement disputes, and document amendment projects.

Emails, document review, and research are billed at the reduced hourly rates.

Audit Response Letter

If requested, the Law Firm will prepare the annual audit response letter.

Annual Review and Report of the Following (scheduled by the Law Firm)

- Corporate status as reflected in the Secretary of State's records
- Name and address of the registered agent and offices

The Association will be provided with a report from the Law Firm.

Board Meeting Attendance or Member Education

The Association may select <u>one</u> of the following options as a part of retainer services:

- **Board of Directors Meeting or Workshop Attendance**

  Annually, we will attend a Board of Directors' meeting or workshop for up to two hours, as requested. Meetings or workshops in excess of two hours, including preparation, are billed at the reduced hourly rates.

- **Member Education**

  We will attend an annual or special meeting of the members to present, at the beginning of the meeting, a 15 to 20-minute educational presentation. This presentation is one way for the Association to meet owner education requirement of CCIOA.

  For communities outside of the Denver and Colorado Springs metropolitan areas, a conference call is provided in place of attendance. If the Board desires attendance in person at a meeting or workshop, travel time will be billed at ½ the hourly rate and includes mileage billed at the current IRS rate.

Annual Program and General Terms

The retainer program is billed monthly, in arrears.

The Association may terminate the retainer agreement at any time.

If the retainer is terminated before the expiration of the first 12 months, the Firm reserves the right to recalculate the billing on a non-retainer basis.

Revisions

Retainer services may be updated upon written notice.

FIXED FEE ASSESSMENT COLLECTION SERVICES

Demand Letters and Notice of Assessment Lien
- Intake on Referrals – No Charge
- Review Title Report – $50
- Notice of Assessment Lien – $215
- Demand Letter – $175
- Combined Demand Letter, Notice of Assessment Lien, and Ownership & Encumbrance Report – $405
- Payment Plan – $150 (Limited to term of 3 months)

County Court Lawsuits
- Lawsuit – $490
- Settlement Stipulation:
  - Term 12 Months or Less – $250
  - Term Over 12 Months – $350
- Combination Settlement Stipulation & Lawsuit – $600
- Interrogatories or Contempt Citation – $190
- Wage Garnishment – $300
- Bank Garnishment – $300
- Issuance of Bench Warrant – $190
- Notice of Bench Warrant – $100
- Obtaining Transcript of Judgment – $90
- Default Notice – $85
- Appoint Military Counsel – $210
- Entry of Default Judgment – $180
- Contested Matters – Billed Hourly

Foreclosure of Association Lien
- Intent to Foreclose Letter – $250
- Judicial Foreclosure Lawsuit & Lis Pendens – $1,200
- Clerk's Default/Dismissal – $95 per Defendant
- Settlement Stipulation to Suspend Foreclosure – $350
- Stipulated Motion Regarding Lien Priority – $270
- Final Judgment and Decree – $850
- Sheriff's Sale Package – $750
- Bid Letter – $300
- Eviction Notice – $150
- Eviction Lawsuit – $460
- Deed Preparation – $250
- Service by Publication – $210
- Other Motions – Hourly
- Appearances – Hourly
- Cure Statement – $250
- Court Ordered Case Status Report – $150

Receiverships
- Receivership – $500
- Court Ordered Case Status Report – $150
- Monitor Receiver Compliance – Hourly

Public Trustee Foreclosures by First Lien Lenders
- Monitor Lender Foreclosure – Hourly
- Bank as New Owner Notice Letter – $95
- Intent to Redeem – $300
- Superlien Demand Letter - $95

Owner Bankruptcies
- Transfer of Claim – $200
- Review of Bankruptcy and Ongoing Monitoring – $350
- Proof of Claim – $290
- Objection – $330
- Relief from Automatic Stay – $520
- Dismissal – $390
- Entry of Appearance – $150
- Appearances – Hourly

Miscellaneous Collection Services
- Lien Payoff – $175
- Pending Sale Payoff – $260
- Revised Payoff Letter – $150
- Debt Verification Letter – No Charge
- Credit Reports or Skip Trace – $85
- Response to a Fair Debt Collection Practices Act Dispute or DORA Dispute – Hourly
- Ledger Rebuilding – Hourly
- Release of Notices of Liens Filed by Others – $110
- Monthly Status Reports – No Charge for Online Access
- Lien Assignments – $500

Authorized Waivers
The Association authorizes waiver of fines, interest, late fees, and other collection fees.

Collection Costs
Costs are borne by the Association.

Exclusions
Declarant and builder past due accounts are excluded and are handled on an hourly basis or as separately agreed.

Limited Power of Attorney
The Association grants a limited power of attorney to our Law Firm so that we may endorse and deposit checks received. A separate document may be required.

Prior Owner Collection Services
The Association may forward new accounts to the Law Firm for collection under our Prior Owner Collection Services. These accounts are handled on contingency. There are no fees to the Association for these services unless the Law Firm collects from the prior owner. The Law Firm fee is 50% of payments received after reimbursement of all costs.

SHARED RISK ASSESSMENT COLLECTION SERVICES

The Law Firm offers collection services on contingency. Fees are billed to the Association when monies are collected. Accounts are handled on contingency, and the Law Firm shares the risk of collection with the Association. The shared risk fees are 30% of payments, excluding attorney's fees and costs. Costs are borne by the Association and are billed and payable monthly.

Monthly status reports are provided without charge. Customized status reports or additional reports are provided based on hourly rates.

Shared Risk Terms and Conditions

- The Law Firm determines how to collect accounts referred, including payment terms.
- All current owner accounts referred to the Law Firm must be under this option.
- The Association agrees to notify the Law Firm immediately if any fines are posted or payments are received on a referred collection account.
- The Association authorizes waiver of fines, interest, late fees, and other collection fees.
- All offers and inquiries from the account debtor are to be forwarded to the Law Firm.
- Attorney's fees, based on the Law Firm's Fixed Fee Assessment Collections schedule, are sought. These fees are due if collected from the owner (after all assessments and other sums due have been collected).
- Costs, shared risk fees, and attorney's fees are due whether the owner makes payment to the Law Firm, the Association, or the management company.
- The Law Firm forwards payments received to the Association and then bills for the Shared Risk Collection Services.
- Judicial foreclosure of Association liens, receiverships, owners with multiple properties, builder, and declarant accounts are excluded.

Termination

In the event fees due the Law Firm are not paid, the Law Firm may cease all further work and will be entitled to the compensation based on the Law Firm's fixed fee assessment collection services upon termination.

If terminated by the Association, the Law Firm will retain any accounts where payments may continue or where legal action has been filed until all sums due have been collected and received. Or, at the Association's request, the Law Firm will transfer the files upon payment of fees based on the Law Firm's Fixed Fee Assessment Collection services. The Law Firm will transfer accounts when all sums due it have been paid in full.

Limited Power of Attorney

The Association grants a limited power of attorney to the Law Firm so that it may endorse and deposit checks received. A separate document may be required.

Prior Owner Collection Services

The Association may forward new accounts to the Law Firm for collection under our Prior Owner Collection Services. These accounts are handled on contingency. There are no fees to the Association for these services unless the Law Firm collects from the prior owner. The Law Firm fee is 50% of payments received after reimbursement of all costs.

Shared Risk Billing

Attorney's fees are billed to the Association after the debt is completely collected, settled, or written off. Incurred costs (e.g., filing fees, service of process) are billed monthly; these charges are assessed to the owner.

If periodic owner payments are received, they are forwarded to the Association, and the 30% shared risk fee is billed to the Association. The shared risk fee cannot be assessed to the owner's account.

Orten Cavanagh Holmes & Hunt, LLC
ATTORNEYS AT LAW

ENGAGEMENT AGREEMENT

The Association's engagement is based on the enclosed Terms of Engagement. Terms and fees of the Law Firm may be updated upon written notice from the Law Firm.

The Association selects the following services: (check the appropriate boxes):

Retainer Options*	**Assessment Collection Options***
☐ Monthly Retainer	☐ Fixed Fee
☐ No Monthly Retainer	☐ Shared Risk

*If no option is selected, the Association will be placed on No Monthly Retainer and Fixed Fee collections.

Electronic Delivery of Statements: Monthly statements are delivered to the Association electronically.

Billing email address: ____

☐ Check here to opt out of electronic delivery. If opted out, statements will be mailed to the billing address.

Billing Address	Mailing Address (if different)
Address, City, State and Zip Code	Address, City, State and Zip Code
Management Company (if applicable)	Association Manager (if applicable)
______________________________	______________________________

This Agreement is effective upon receipt by the Law Firm.

Agreed to and accepted on ______________________.
Date

____
ASSOCIATION NAME

By: ______________________________ ______________________________
Authorized Agent Title

How did the Association hear about us (select all that apply):

☐ Search Engine (Google, Yahoo, etc.) ☐ Social Media ☐ Referred by ____________ ☐ Other: ____________

Outlook

Request to Alter Proposed Walking Path

From Powderhorn HOA <pspowderhornhoa@gmail.com>

Date Fri 7/31/2026 8:24 AM

To veronica.medina@archuletacounty.gov <veronica.medina@archuletacounty.gov>; warren.brown@archuletacounty.gov <warren.brown@archuletacounty.gov>; john.ranson@archuletacounty.gov <john.ranson@archuletacounty.gov>

Cc PLPOA Board <plpoaboard@plpoa.com>

Dear Commissioners,

We are writing on behalf of the residents of the Powderhorn HOA regarding the proposed walking path scheduled for construction near North Pagosa Blvd and Aspenglow Blvd. While our community generally supports public recreational spaces, the current blueprint places the path directly adjacent to our properties. This design severely compromises the privacy, security, and safety of our homes and backyards.

The plans to extend the Pedestrian Trail along N Pagosa Blvd will place it next to six (6) lots in our HOA. It will be placed either on Archuleta County property or on a tract of our HOA property dedicated to the public for the use of the trail.

What is not so obvious is that the trail will run behind the houses on those lots, not in front of them. The owners of those lots feel strongly that there will be a sense of the loss of privacy and an exposure to an increased risk of crime directed against their property.

As currently designed, the path allows trail users a direct line of sight into private yards, living rooms, and bedrooms. This constant exposure eliminates privacy and creates significant security vulnerabilities for families and property.

To resolve these pressing safety and privacy concerns, we respectfully request that the Board implement one of the following two solutions:

1. **Reroute the Path:** Adjust the trajectory of the walking path to the opposite side of North Pagosa Blvd to increase the buffer zone between the public trail and our private property lines.
2. **Install a Privacy Fence:** If rerouting is structurally or financially unfeasible, we request that the county fund and construct a tall, durable privacy fence along the boundary line to shield our properties from the path.

We value the development of our county's infrastructure and believe a minor adjustment can create a win-win scenario for both trail users and tax-paying homeowners. Thank you for your time, consideration, and swift attention to this matter. We look forward to your response and are eager to discuss these solutions in an upcoming public forum or meeting.

Sincerely,

Executive Board of Directors