

THE VILLAGE AT COPPER ASSOCIATION, INC.
POLICY REGARDING AREAS OF RESIDENTIAL SITES
AT LEWIS RANCH

Adopted April 28, 2006

The following policy has been adopted by The Village at Copper Association, Inc. ("VAC") at a regular meeting of the Board of Directors.

Purpose: To adopt a policy clarifying the area of Residential Sites at Lewis Ranch for purposes of allocating votes and Assessments.

WHEREAS, the Residences in Lewis Ranch are Residential Sites under the provisions of the Declaration of Covenants, Conditions and Restrictions for the Village at Copper ("Declaration"); and

WHEREAS, Section 2.01(i) of the Declaration provides that votes and Assessments allocated to Residential Sites is determined by the Area of the Residential Site, which is defined as the number of square feet of residential space contained within the perimeter walls, floors, ceilings, windows and doors of such Residential Site, and in the event that no documents setting forth the square footage of a Residential Site have been recorded or such documents are in conflict, the Executive Board, in its sole and absolute discretion, shall determine the Area; and

WHEREAS, the definition of Area as applied to Residential Sites in Lewis Ranch is vague; and

WHEREAS, the Executive Board desires to establish a uniform and equitable means for determining the Area of the Lewis Ranch Residential Sites; and

WHEREAS, pursuant to C.R.S. 38-33.3-302 and 303, the Executive Board has the authority to exercise all power necessary and proper for the governance and operation of the Association.

NOW, THEREFORE, IT IS RESOLVED that the VAC does hereby adopt the following policy regarding the determination of Area of Residential Sites in Lewis Ranch:

1. In determining the Area of the Residential Site, closets, locker storage space, basements (whether walkout or not) and enclosed balconies, patios, porches and decks shall be included. Garages, and unenclosed balconies, patios, porches and decks will not be included in the determination of the Area of the Residential Site.

2. In the absence of an Owner of a Residential Site permitting the VAC staff and VAC agents access to the interior of a Residential Site in Lewis Ranch for purposes of measurement, any reasonable means will be used by VAC staff to determine the Area of a Residential Site. Such means may include, but will not be limited to, contractor's or architects plans or statements, or records of the Assessor in Summit County, Colorado. Upon making such a determination, VAC staff shall notify the Owner of the Residential Site in writing of the Area determination, by first class mail, postage prepaid.


3. Any Owner may object to the Area determination by mailing written objection to VAC staff within thirty (30) days after the date of the notification from VAC staff. In the event an Owner fails to object to the VAC's Area determination within such thirty (30) day period, such determination shall be deemed conclusive.

4. If the Owner does object to the VAC's Area determination within such thirty (30) day period, the Owner will have two options to challenge the Area determination made by the VAC and provide an alternative Area determination, as follows: the Owner, within thirty (30) days after his or her notification to the VAC, shall (a) permit the VAC staff and an architect or surveyor licensed in the state of Colorado access to the interior of the Residential Site to determine the Area; or (b) provide his or her own Area calculation certified by an architect or surveyor licensed in the State of Colorado. In the event that the Area determined under either (a) or (b) above is ninety-seven percent (97%) or more of the Area determined by the VAC staff, then the Owner shall bear the cost of the architect or surveyor used by either the VAC or the Owner in making the determination. In the event that the Area determined under either (a) or (b) above is less than ninety-seven percent (97%) of the Area determined by the VAC staff, then the VAC shall bear the cost of the architect or surveyor used by either the VAC or the Owner in making the determination.


5. Any adjustments to the votes or share of Assessments allocated to a Residential Site following a determination of the Area of the Residential Site under paragraph 4 above shall have prospective application only. No adjustment shall have retroactive effect, and neither the Owner nor the VAC shall have any claim against the other for a refund or recovery of excess amounts paid or additional amounts owed.

6. Capitalized terms herein shall have the same meaning as in the Declaration.

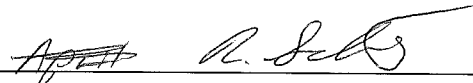
The Village at Copper Association, Inc.

By:  Title

Attest


Secretary

This Policy Regarding Areas of Residential Sites at Lewis Ranch was adopted by the Board of Directors on the 28 day of Apr, 2006, effective the 28 day of April, 2006, and is attested to by the Secretary of The Village at Copper Association, Inc.


Secretary