

**RESOLUTION OF
SUNDIAL HOMEOWNERS ASSOCIATION, INC.
REGARDING PERIMETER FENCE MAINTENANCE**

SUBJECT: Maintenance of certain perimeter fencing within the community.

PURPOSE: To provide notice of the Association's adoption of a Resolution concerning the maintenance of certain perimeter fencing within the Sundial Homeowners Association community ("Community").

AUTHORITY: Declaration of Covenants, Conditions and Restrictions of Sundial, recorded on February 13, 2001, at Reception No. 2118202 in the Office of the Clerk and Recorder, Boulder County, Colorado ("Declaration"), Bylaws of Sundial Homeowners Association, Inc., signed/dated February 9, 2001, the Articles of Incorporation of Sundial Homeowners Association, Inc., filed on January 25, 2001, as Document No. 20011018127, in the Colorado Secretary of State's office, and Colorado law.

PROPERTIES AFFECTED: All real property subject to the Declaration.

EFFECTIVE DATE: 25 SEPT 06

RESOLUTION: The Association hereby gives notice of its adoption of a Resolution addressing the maintenance of certain perimeter fencing within the community. The Resolution adopted is as follows:

WHEREAS, Article VIII, Section 1 of the Declaration provides that the Association is to maintain all Common Elements and Improvements thereon, and the Owners are to maintain all Lots and Improvements thereon;

WHEREAS, Article VIII, Section 1(a) of the Declaration provides that the Association may provide such other maintenance, repair and replacement as the Board of Directors deems appropriate;

WHEREAS, it is unclear whether certain Perimeter Fencing, as defined below, is located on the Common Elements or within the boundaries of the Lots; however, the Association wishes to maintain, repair and replace this perimeter fencing irregardless of its location pursuant to its authority under Article VIII, Section 1(a) of the Declaration.

WHEREAS, Article VIII, Section 3 of the Declaration allows the Association an access easement over Lots in order to fulfill its maintenance, repair and replacement duties.

NOW THEREFORE, the Perimeter Fencing will be maintained, repaired and replaced by the Association as follows:

I. Definitions. "Perimeter Fencing", for purposes of this Resolution, is defined as: (1) the 6-foot fencing located along 17th Avenue, Alpine Street, and Pace Street, and (2) the 3-rail fencing located adjacent to Outlot E.

II. Maintenance, Repair and Replacement of Perimeter Fencing. Pursuant to Article VIII, Section 1(a) of the Declaration, the Association has decided to assume the obligation of maintaining, repairing and replacing the Perimeter Fencing. Accordingly, as of 25 SEPT 06, the maintenance, repair, and replacement of the Perimeter Fencing shall be the sole obligation of the Association. This responsibility shall include painting both the interior and exterior of the fencing, on a schedule determined by the Board of Directors.

III. Notice. Prior to taking any action to maintain, repair or replace the Perimeter Fencing, the Board of Directors shall provide reasonable notice to the Owner of any Lot affected. The notice shall state the type of action that will be taken (i.e., painting, repair or replacement of fencing), as well as the date and approximate time of such action. Performance of the maintenance, repair and replacement shall take place during reasonable hours. Notwithstanding the foregoing, pursuant to Article VIII, Section 3 of the Declaration, the Association shall not be required to provide notice for any exterior "non-intrusive" maintenance, repair or replacement of the Perimeter Fencing. The Board of Director has determined that painting the exterior side of the Perimeter Fencing (i.e., portion not facing the residence) shall be deemed non-intrusive and, therefore, shall require no notice.

IV. Easement. Owners shall afford to the Association, pursuant to Article VIII, Section 3 of the Declaration, entry and access to the Owner's Lot to allow the Association to maintain, repair and replace the Perimeter Fencing as needed. Such access shall include access into the interior yard to paint the interior portion of the Perimeter Fencing (i.e., portion facing the residence). Such access shall not be deemed a trespass. Failure to allow the Association access to the Lot shall be deemed a violation of the Declaration and this Resolution. The Association may then enforce the violation through any and all available legal remedies allowed by law or under the Association's governing documents.

**PRESIDENT'S
AND
SECRETARY'S**

CERTIFICATION: The undersigned, respectively being the President and Secretary of the Sundial Homeowners Association, Inc., a Colorado nonprofit corporation, certify that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 25 SEPT 06 and in witness thereof, the undersigned have subscribed their names.

SUNDIAL HOMEOWNERS ASSOCIATION, INC.
a Colorado nonprofit corporation,

By: _____
President

ATTEST:

By: Albert Limiero
Secretary