

RESOLUTION NO. 2024-

LYONS RIDGE METROPOLITAN DISTRICT

JEFFERSON COUNTY, COLORADO

A RESOLUTION ADOPTING A WRITTEN POLICY REGARDING DISPUTE RESOLUTION AND A WRITTEN POLICY ON THE IMPOSITION OF FINES.

WHEREAS, the Lyons Ridge – West Valley (“Lyons Ridge”) and Lyons Ridge – East Valley (“Montane”) Subdivisions are subject to those Declarations of Covenants, Conditions, and Restrictions, recorded on June 6, 2014 and July 23, 2015, with the Jefferson County Clerk and Recorder at Reception Nos. 2014044715 and 2015077076, respectively, and the Lyons Ridge Official Development Plan, recorded on July 8, 2008, with the Jefferson County Clerk and Recorder at Reception No. 2008066088 (“Covenants”); and

WHEREAS, Section 4.3 of the Lyons Ridge and Montane Covenants provides that the Board of Directors of the Lyons Ridge Metropolitan District (“Board”) shall appoint a Design Review Committees for Lyons Ridge and Montane; and

WHEREAS, Section 6.3 of the Lyons Ridge and Montane Covenants provides that the Board may enforce the covenants, conditions, restrictions, easements, reservations, and other provisions contained in the Covenants; and

WHEREAS, §32-1004.5(2)(a) C.R.S requires that on or before January 1, 2025 a metropolitan district that provides covenant enforcement and design review services shall adopt a written policy governing the imposition of fines; and

WHEREAS, §32-1004.5(5)(a) C.R.S requires that on or before January 1, 2025, a metropolitan district that provides covenant enforcement and design review services shall adopt a written policy setting forth the metropolitan district’s procedure for addressing disputes arising between the metropolitan district and one or more unit owners related to the enforcement of an instrument.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Lyons Ridge Metropolitan that:

1. Adoption of Policy Regarding Dispute Resolution. The Board hereby adopts that certain LYONS RIDGE DISPUTE RESOLUTION POLICY attached hereto as **Exhibit A**.

2. Adoption of Policy Regarding Imposition of Fines. The Board hereby adopts that certain LYONS RIDGE POLICY FOR IMPOSITION OF FINES attached hereto as **Exhibit B.**

3. Effective Adoption. The policies adopted by this Resolution shall be effective immediately upon adoption and shall remain in effect until further action of the District's Board of Directors.

4. Public Health and Safety. The Board hereby determines and finds that the adoption of this Resolution is necessary for and promotes the public health, welfare, and safety of the District and inhabitants.

ADOPTED on the __ day of December, 2024, by the Board of Directors of the Lyons Ridge Metropolitan District.

LYONS RIDGE METROPOLITAN DISTRICT

By: ^{Signed by:}
Coleman Tuggle
4843F6DD987046B...
Coleman Tuggle, Chair

Attest:

^{Signed by:}
Denise Denlow
77517AF6E925439...
Secretary

EXHIBIT A

LYONS RIDGE DISPUTE RESOLUTION POLICY

[ATTACHED]

EXHIBIT B

LYONS RIDGE POLICY FOR IMPOSITION OF FINES

[ATTACHED]

LYONS RIDGE POLICY FOR IMPOSITION OF FINES

1. Power. Lyons Ridge Metropolitan District (the “District”) has the power to furnish covenant enforcement and design review services in Lyons Ridge Metropolitan District pursuant to § 32-1-1004(8) C.R.S. and the Declarations of Covenants, Conditions, and Restrictions for Lyons Ridge – West Valley (“Lyons Ridge”) and Lyons Ridge – East Valley (“Montane”) Subdivisions, recorded on June 6, 2014 and July 23, 2015, with the Jefferson County Clerk and Recorder at Reception Nos. 2014044715 and 2015077076, respectively, the Lyons Ridge Official Development Plan, recorded on July 8, 2008, with the Jefferson County Clerk and Recorder at Reception No. 2008066088, and the design guidelines and rules and regulations promulgated thereunder (together, the Covenants”). The Schedule of Fines, attached to this policy as Attachment A, may be updated by resolution of the Board of Directors (“Governing Board”) adopted from time to time. Prior to the imposition of any fee, rate, toll, fine, penalty, or charge for a violation of the Covenants (collectively “Fine”), the District shall conduct a fair and impartial fact-finding process as further provided in this policy. Terms not defined in this Policy shall have the same meaning as in the Covenants.

2. Remedies Not Exclusive. These enforcement provisions may be in addition to other specific provisions outlined in the Covenants, and the District is not required to follow these enforcement provisions before seeking such other remedies. The District may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

3. Investigation of Violation. In the event the District becomes aware of a potential violation of the Covenants, whether by receipt of a complaint or otherwise, the District shall create a written record stating, at a minimum, (1) the nature of the potential violation, (2) whether an alleged violation actually occurred and, if so, (3) whether an Owner is responsible for the violation, and (4) any supporting documentation or photographs of the violation.

4. First Notice. If after the investigation above it is determined that a violation exists, the first notice to the responsible Owner(s) shall be via regular USPS mail and email, if available, to the Owner of the property (and/or designee) at the address provided in our records. This notice will be a courtesy notice, with no fine.

5. Notice of Violation. In the event the District determines a violation of the Covenants has occurred, the District shall provide notice (“Notice of Violation”) to the responsible Owner(s) via regular USPS mail and email, if available, to the Owner of the property (and/or designee) at the address provided in our records. The notice shall state, at a minimum, (1) the nature of the alleged violation and the specific rule, regulation, or covenant violated, (2) the action or actions required to cure the alleged violation, (3) either a request to cure the violation within a fair and reasonable time, not less than

fourteen (14) days from the date of the notice, except in the case of an emergency, or a request that the violating activity cease; (4) that the District may impose a Fine according the Schedule of Fines if the violation is not cured in fourteen days (14) days, and (5) the Owner’s right to be heard (a “Hearing”) before an impartial decision-maker (a “Hearing Officer”).

6. Uncured Violation. Upon expiration of the cure period stated in the Notice of Violation, as may have been extended, if the violation still exists the District shall deliver a second notice. The Second Notice of Violation shall advise the Owner of the following: (1) the alleged violation of the Covenants; (2) the enforcement action that the District may take or fine the District may impose; (3) the Owner’s right to a hearing, either in person or in writing, by a Hearing Officer which is at least fifteen (15) days after the date of the notice; (4) that failure to remedy within the timeframes will result in an additional Fine according the Schedule of Fines if the violation is not cured in fourteen (14) days, together with further Fines and/or actions by the District; and (5) the Board’s right to proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances, if the Respondent fails to appear at the specified date and time or otherwise respond to the Complaint. The District shall also enclose the Schedule of Fines. The Second Notice of Violation shall be sent via Certified Mail Return Receipt Requested and regular USPS mail. This notice shall provide notification that failure to remedy within the timeframes will result in an additional Fine according to the Schedule of Fines if the violation is not cured in fourteen (14) days, together with further Fines and/or actions by the District.

7. Hearings. In the event that a Hearing is requested in writing by an Owner, the Hearing shall be heard by Hearing Officer, which may be the District Manager, the Governing Board, or one or more designees appointed by resolution of the Governing Board, within thirty (30) days following such request. If a postponement of the hearing is requested by the Owner, the Owner must file a written request for continuance at the same time the appeal is filed. The Hearing Officer shall have the discretion to grant or deny the request for continuance. The Hearing Officer may: (a) exercise its discretion as to the specific manner in which a Hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit it to reach a just decision. The Owner is not required to attend or present evidence at the Hearing. An “impartial decision maker” means a person or group of persons who have the authority to make a decision regarding the enforcement of the Covenants, and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association.

8. Decision. At the Hearing, the Hearing Officer shall determine whether there is competent evidence to support the allegation of a violation of the Covenants, or the

reasonableness of the cure period, or both. If the Owner does not appear but a written response is filed, the Hearing Officer shall render its decision based on the information contained in the written response, considering all of the relevant facts and circumstances. If neither an appearance nor a written response is made, the Hearing Officer need not conduct a hearing or make any further findings except that it may determine that the Owner's failure to appear or respond constitutes a waiver of the right to a hearing, and a no-contest plea to the Notice of Violation, and impose the sanctions provided for herein. If an appearance is made, after all testimony and other evidence has been presented to the Hearing Officer at a hearing, the Hearing Officer shall render its decision(s), taking into consideration all of the relevant facts and circumstances. Except as provided herein, the Hearing Officer's decision shall take effect no sooner than five (5) days after the Hearing. If the Hearing Officer does not inform the Owner of its decision at the time of the hearing, or if no hearing is held, the Hearing Officer will provide a written notice of the decision to the Owner's address of record via first class United States mail within five (5) days after the decision is made. Failure to appeal in accordance with the provisions of this section shall be deemed a waiver of the right to appeal pursuant to Colorado Rules of Civil Procedure 106 by virtue of a failure to exhaust administrative remedies.

9. Continuous or Repetitive Violations. An Owner who accumulates more than three (3) violations within a twelve (12) month period will be deemed to be a "repetitive offender." A violation that continues following a discrete event that will not end until a further action is taken to cure the violation will be deemed to be "continuous violations." For repetitive offenders, continuing violations, or violations which have an indefinite commencement or termination date, the Hearing Officer may impose such additional fines as are deemed reasonable by the Hearing Officer without regard to the schedule set forth above.

10. Liens.

(a) Until paid, any Fines constitutes a perpetual lien on and against the Lot for which covenant enforcement and design review services were provided.

(b) The District shall not foreclose on any lien described in this subsection (9)(a) that arises from amounts that an Owner owes as a result of a covenant violation or enforcement of a failure to comply with the Declaration or any governing document.

(c) In addition to any other means provided by law, the Governing Board, by resolution and at a public meeting held after notice has been provided to an affected Owner, may elect to have delinquent Fines, or assessments made or levied for covenant enforcement and design review services certified to the treasurer of Jefferson County, and for the Fines to be collected and paid over by the Jefferson County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to § 39-10-107 C.R.S.

11. Fees and Costs.

(a) The District, without needing to commence a legal proceeding, may seek reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of the failure to comply with the Covenants.

(b) Except as provided below, in a civil action to enforce or defend the Covenants, the court shall award reasonable attorney fees, costs, and, if relevant, costs of collection to the prevailing party.

(c) In connection with a civil action claim in which an Owner is alleged to have violated the Covenants, but prevails on the matter because the court finds that the Owner did not commit the alleged violation:

(i) The court shall award the Owner reasonable attorney fees and costs incurred in defending the claim;

(ii) The court shall not award costs or attorney fees to the District; and

(iii) The District shall not allocate to the Owner's account with the District any of the District's costs or attorney fees incurred in asserting or defending the claim from revenue that the District collects other than ad valorem property taxes imposed on all taxpayers in the District.

(d) Notwithstanding any law or provision of this policy to the contrary, an action shall not be commenced or maintained to enforce the terms of any building restriction contained in the Covenants or to compel the removal of any building or improvement because of a violation of the terms of any such building restriction unless the action is commenced within one year after the date that the District first knew or, in the exercise of reasonable diligence, should have known of the violation forming the basis of the action.

12. Prohibitions Against Public Policy. Notwithstanding any provision in the Covenants to the contrary, the District shall not prohibit any of items listed in §32-1-1004.2(6), C.R.S.

13. Violations or Offenses that Constitute a Present Danger. If, in its sole discretion, the Board deems that any alleged violation is or may be an immediate or substantial threat to the health, safety or welfare of the community or an individual, the Board may take the appropriate action necessary to abate the threat to health, safety or welfare of the community or individual.

14. Miscellaneous.

(a) Failure by the District to enforce any provision of this policy shall in no event be deemed to be a waiver of the right to do so thereafter.

The provisions of this policy shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the remaining provisions hereof.

ATTACHMENT A

Schedule of Fines

Fines for Violations:

First Notice of Violation - \$0

Second Notice of Violation - \$100

Third Notice of Violation - \$200

Fourth Notice of Violation - \$500, and the District may record a Notice of Violation on the Jefferson County land records. Recording is not required because under law unpaid fines are a perpetual lien on the real property.

Continuing Violations:

At the discretion of the Board, fines may accrue at \$100 per day for the duration of the violation, up to a maximum of \$10,000.

Health and Safety Violations: Properties that have a health and safety concern will have a 72 hour cure period from the receipt of letter (via email and/or physical posting at the property). Failure to immediately comply with the rules of said violations will result in fines assessed.

First violation: \$500

Second violation: \$750

Third violation: \$1,000

LYONS RIDGE DISPUTE RESOLUTION POLICY

1. Claims and Disputes. Except as provided herein, the following procedures will apply to disputes or claims involving covenant enforcement and design and/or architectural review by the District pursuant to the Declarations of Covenants, Conditions, and Restrictions for Lyons Ridge – West Valley (“Lyons Ridge”) and Lyons Ridge – East Valley (“Montane”) Subdivisions, recorded on June 6, 2014 and July 23, 2015, with the Jefferson County Clerk and Recorder at Reception Nos. 2014044715 and 2015077076, respectively, the Lyons Ridge Official Development Plan, recorded on July 8, 2008, with the Jefferson County Clerk and Recorder at Reception No. 2008066088, and the design guidelines and rules and regulations promulgated thereunder (collectively, the Covenants”). Terms not defined in this Policy shall have the same meaning as in the Covenants.

2. Notice of Claim. Prior to proceeding with any claim, the party asserting the claim (“Claimant”) shall give written notice of such claim to all opposing parties (“Respondent”), which notice shall state plainly and concisely:

(a) the nature of the claim, including all persons involved and Respondent’s role in the claim;

(b) the legal or contractual basis of the claim (i.e. the specific authority out of which the claim arises); and

(c) the specific relief and/or proposed remedy sought.

3. Duty to Confer. After the Respondent receives the notice of claim, the parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation. Such efforts may include inspections of the Claimant’s or the Respondent’s Lot for purposes of evaluating any alleged violation. Any party may be represented by attorneys and independent consultants to assist in the negotiations and to attend meetings.

4. Submission of Claim to Mediation. If the parties do not resolve the claim through negotiations within sixty (60) days after submission of the claim to the Respondent, the claim may be submitted to mediation by agreement of the parties prior to the commencement of any legal proceeding. Following submission, either party to the mediation may terminate the mediation process without prejudice.

5. Waiver of Claim. If the Claimant fails to submit the claim to mediation within sixty (60) days after submission of the claim to Respondent, or fails to appear at the mediation, the Claimant shall be deemed to have waived the claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than Claimant.

6. Results of Mediation. If a mediation agreement is reached, the mediation agreement may be presented to a court as a stipulation. The stipulation must not include a requirement that the owner pay additional interest or unreasonable attorney fees. If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief. If the parties execute a stipulation that the court deems unfair or that does not comply with the requirements §32-1-1004.5(5)(b) C.R.S, the stipulation is invalid and the court may award the unit owner reasonable attorney fees and costs.

7. Costs of Mediation. Unless otherwise agreed, each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all charges of the mediator.

8. Right to Proceed with Court Action. Upon termination of mediation, if no resolution is reached and Claimant desires to pursue the claim, Claimant shall thereafter be entitled to file an action in any court having jurisdiction for final resolution of the claim.

9. Attorneys' Fees. In any action, the court shall award the substantially prevailing party its reasonable costs and attorneys' fees.

10. Excluded Claims. Unless all parties thereto otherwise agree, the following disputes or claims shall not be subject to the provisions of this policy:

(a) An action by the District relating to the collection or enforcement of the obligation to pay a fee, rate, toll, fine, penalty, or charge set forth in the District's governing documents or otherwise adopted by the Board;

(b) An action by the District to obtain a temporary restraining order or preliminary or permanent injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enjoin any immediate threat to persons or property;

(c) Any action between or among owners, which does not include the District as a party, if such action asserts a claim which would constitute a claim for relief independent of the District's governing documents;

(d) Any action in which any indispensable party is not the District, its officers, directors, or committee members, or a person subject to the District's governing documents, or their officers, directors, partners, members, employees and agents; and

(e) Any action to enforce a settlement agreement made under the provisions of this policy.

11. Judicial Enforcement. If the parties agree to a resolution of any claim through negotiation or mediation in accordance with this policy, and any party thereafter

fails to abide by the terms of such agreement, then any other party may file its action in court to enforce such agreement without the need to again comply with the procedures set forth in this policy. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties as the court may determine) all costs incurred in enforcing such agreement, including without limitation, reasonable attorneys' fees and court costs.

12. Statute of Limitations. No claim may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.

13. Interaction with Covenant Enforcement Policy. It is not the intent of this policy to supersede any of the provisions of the District's Covenant Enforcement Policy. Nor is the intent of this policy to require the District to follow the procedures set forth herein before having the ability to bring enforcement action or impose fines or other sanctions under the Covenant Enforcement Policy.

Certificate Of Completion

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Coleman Tuggle

coleman@lyonsridgemetro.org

President

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(None)

Signature

Signed by:

1843F6DD387046B...

Signature Adoption: Pre-selected Style

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Signed: 12/9/2024 5:19:31 PM

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Denise Denslow

denise.denslow@claconnect.com

Secretary

Security Level: Email, Account Authentication
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Signed by:

77517AF6E925439...

Signature Adoption: Pre-selected Style

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Certified Delivered	Security Checked	12/10/2024 10:49:20 AM
Signing Complete	Security Checked	12/10/2024 10:49:36 AM
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.