RESOLUTION
OF
THE TIMBERS HOMEOWNERS ASSOCIATION I, INC.
REGARDING POLICY AND PROCEDURES FOR COLLECTION OF UNPAID
ASSESSMENTS

SUBJECT: Adoption of a policy and procedure regarding the collection of unpaid assessments.

PURPOSE: To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: __June 1, 2014__

RESOLUTION: The Association hereby adopts the following policy:

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters. The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. **Due Dates.** Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each January. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 30 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.
2. **Receipt Date.** The Association shall post payments on the day that the payment is received in the Association's office.

3. **Late Charges on Delinquent Installments.** The Association shall impose on a monthly basis a $25.00 late charge for each Owner who fails to timely pay his/her installment of the annual assessment within 30 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 6% per annum on the amount owed for each Owner who fails to timely pay their installment of the annual assessment within 30 days of the due date.

4. **Personal Obligation for Late Charges.** The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.

5. **Return Check Charges.** In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a return check fee, not to exceed $20.00, shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified
check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the installment of the annual assessment is not timely made within 30 days of the due date.

6. **Service Fees.** In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.

7. **Payment Plan.** Any Owner who becomes delinquent in payment of assessments after January 1, 2014 and whose account is not currently with the Association's attorney or a collection agency for collection action on January 1, 2014, may enter into a payment plan with the Association, which plan shall be for a minimum term of 6 months or such other term as may be approved by the Board of Directors. Such payment plan shall be offered to each owner prior to the Association referring any account to an attorney or collection agency for collection action. In the event the Owner defaults or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing assessments of the association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

8. **Attorney Fees on Delinquent Accounts.** As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

9. **Application of Payments.** Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to the payment of any and all legal fees and costs (including attorney fees), then to expenses of
enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

10. **Collection Process.**

   (a) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Board of Directors shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. The Association’s notice, at a minimum shall including the following:

   (i) The total amount due to the Association along with an accounting of how the total amount was determined.

   (ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.

   (iii) A name and contact information for an individual the owner may contact to request a copy of the Owner’s ledger in order to verify the amount of the debt.

   (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner’s delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner’s property, or other remedies available under Colorado Law including revoking the owners right to vote if permitted in the Bylaws or Declaration.

   (b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Board of Directors shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment.
(c) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the Board of Directors shall turn the account over to the Association’s attorney for collection. Upon receiving the delinquent account, the Association’s attorneys may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association’s attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney’s fees together with the cost of the action and any applicable interest and late fees.

(d) In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

11. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of installments of the annual assessment and other charges.

<table>
<thead>
<tr>
<th>Due Date (date payment due)</th>
<th>1st day of January</th>
</tr>
</thead>
<tbody>
<tr>
<td>Past Due Date (date payment is late if not received on or before that date)</td>
<td>One day after due date</td>
</tr>
<tr>
<td>First Notice (notice that late charges and interest have accrued, required disclosures of the Association and the availability of a payment plan if applicable)</td>
<td>Any time after 30 days after due date</td>
</tr>
</tbody>
</table>
| **Second Notice**  
| (notice that late charges and interest have accrued, notice of intent to file lien) | Any time after 60 days after due date |
| **Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.** | Any time after 90 days after due date |

The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

12. **Certificate of Status of Assessment.** The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a reasonable fee. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

13. **Bankruptcies and Foreclosures.** Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, the Board of Directors shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

14. **Use of Certified Mail/Regular Mail.** In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

15. **Referral of Delinquent Accounts to Attorneys.** Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney.
until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Board of Directors, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:

(a) Filing of a suit against the delinquent Owner for a money judgment;

(b) Instituting a judicial foreclosure action of the Association’s lien, upon approval by the Association’s Board of Directors;

(c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association’s interests; and

(d) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

16. **Appointment of a Receiver.** The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court’s order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.

17. **Rental Interception.** To the extent permitted by the Declaration, the Association may, without court order, notify the tenant of any unit where the Owner is delinquent in the payment of assessments, pursuant to the Declaration and Colorado law, that rents shall be paid to the Association effective immediately and continue until such time as the Owner’s account is current. Such notice shall be in writing to the tenant and the Owner. All funds received by the Association from the tenant shall be credited to the Owner’s account as set forth herein.

18. **Judicial Foreclosure.** The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a
money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

19. **Waivers.** The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

20. **Communication with Owners.** All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

21. **Communication by Owners.** Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.

22. **Defenses.** Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.

23. **Credit Report.** In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.
24. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

25. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

26. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

27. **Amendment.** This Policy may be amended from time to time by the Board of Directors.

IN WITNESS, the undersigned certifies that this Resolution was adopted by the Board of Directors of the Association on ______________, 2014.

THE TIMBERS HOMEOWNERS ASSOCIATION I, INC.,
a Colorado nonprofit corporation,

By: __________________________

Its: President
POLICY
OF THE TIMBERS HOMEOWNERS ASSOCIATION I, INC. ADOPTING
PROCEDURES FOR THE CONDUCT OF MEETINGS

SUBJECT: Adoption of a policy and procedures for conducting Owner and Board meetings.

PURPOSE: To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

AUTHORITY: The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: January 12, 2017

RESOLUTION: The Association hereby adopts the following procedures regarding the conduct of meetings:

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

   (a) Notice.

      (1) In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted on the corner of Fairplay Way and Hampden Circle and on the corner of Granby Way and Hampden Circle at least 24 hours prior to each such meeting, or as may otherwise be required by Colorado law.

      (2) The Association shall also post notice on its website of all Owner meetings. Such notice shall be posted 24 hours prior to such meeting.

      (3) If any Owner has requested the Association provide notice via email and has provided the Association with an email address, the Association shall send notice for all Owner meetings to such Owner at the email address provided at least 24 hours prior to any such meeting.

   (b) Conduct.

      (1) All Owner meetings shall be governed by the following rules of conduct and order:
(A) The president of the Association or designee shall chair all Owner meetings.

(B) All Owners and persons who attend a meeting of the Owners will sign in, present any proxies, and receive ballots as appropriate. (See section below regarding voting).

(C) Any person desiring to speak shall sign up on the list provided at check in and indicate if he/she is for or against an agenda item.

(D) Anyone wishing to speak must first be recognized by the chair.

(E) Only one person may speak at a time.

(F) Each person who speaks shall first state his or her name and address.

(G) Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.

(H) Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.

(I) Comments are to be offered in a civilized manner and without profanity, personal attacks, or shouting. Comments are to be relevant to the purpose of the meeting.

(J) Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair, but shall be uniform for all persons addressing the meeting.

(K) All actions and/or decisions will require a first and second motion.

(L) Once a vote has been taken, there will be no further discussion regarding that topic.

(M) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video, or otherwise recorded. Minutes of actions taken shall be kept by the Association.

(N) Anyone disrupting the meeting, as determined by the chair, shall be asked to “come to order.” Anyone who does not come to order will be requested to immediately leave the meeting.

(O) The chair may establish such additional rules of order as may be necessary from time to time.
(c) **Voting.** All votes taken at Owner meetings shall be taken as follows:

1. Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the secretary of the Association or the secretary’s designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

2. Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice, or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

3. Written ballots shall be counted by a neutral third party, excluding the Association’s managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the chair or another person presiding during that portion of the meeting.

4. The individual(s) counting the ballots shall report the results of the vote to the chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

(d) **Proxies.** Proxies may be given by any Owner as allowed by C.R.S. 7-127-203.

1. All proxies shall be reviewed by the Association’s secretary or designee as to the following:

   - **A** Validity of the signature
   - **B** Signatory’s authority to sign for the unit Owner
   - **C** Authority of the unit Owner to vote
   - **D** Conflicting proxies
   - **E** Expiration of the proxy
2. **Board Meetings.** Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Conduct.**

(1) All Board meetings shall be governed by the following rules of conduct and order:

   (A) The president of the Association, or designee, shall chair all Board meetings.
   
   (B) All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address.
   
   (C) All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in.
   
   (D) Anyone desiring to speak shall first be recognized by the chair.
   
   (E) Only one person may speak at a time.
   
   (F) Each person speaking shall first state his or her name and address.
   
   (G) Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for him/her.
   
   (H) Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
   
   (I) Comments are to be offered in a civilized manner and without profanity, personal attacks, or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
   
   (J) Each person shall be given up to a maximum of three minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Owner forum and once on any other issue prior to a vote by the Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair but shall be uniform for all persons addressing the meeting.
   
   (K) No meeting of the Board may be audio, video, or otherwise recorded except by the Board to aid in the preparation of minutes.
   
   (L) Anyone disrupting the meeting, as determined by the chair, shall be asked to “come to order.” Anyone who does not
come to order shall be requested to immediately leave the meeting.

(b) **Owner Input.** After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

   (1) The chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.

   (2) Following Owner input, the chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

(c) **Board Action without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors pursuant to Section 6.8 of the Declaration. Any action so approved shall have the same effect as though taken at a meeting of the directors.

(d) **Executive Sessions.** The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:

   (1) Matters pertaining to employees of the Association or the manager’s contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;

   (2) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

   (3) Investigative proceedings concerning possible or actual criminal misconduct;

   (4) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
(5) Review of or discussion relating to any written or oral communication from legal counsel; and

(6) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.

Prior to holding a closed door session, the president of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above.

No rule or regulation or amendment to the Bylaws or the Articles of Incorporation shall be adopted during a closed session. The foregoing documents may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association’s policy regarding inspection of records.

3. **Definitions.** Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

4. **Supplement to Law.** The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the project.

5. **Deviations.** The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

6. **Amendment.** This Policy may be amended at any time by the Board of Directors.
PRESIDENT'S CERTIFICATION: The undersigned, being the President of The Timbers Homeowners Association I, Inc., a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on January 12, 2017 and in witness thereof, the undersigned has subscribed his/her name.

The Timbers Homeowners Association I, Inc., a Colorado nonprofit corporation

By: [Signature]
Its: President
RESOLUTION
OF THE TIMBERS HOMEOWNERS ASSOCIATION I, INC. REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)

SUBJECT: Adoption of a procedure regarding alternative dispute resolution.

PURPOSE: To adopt a standard procedure to be followed for alternative dispute resolution.

AUTHORITY: The Declaration, Articles, and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: January 12, 2017

RESOLUTION: The Association hereby adopts the following Policy and Procedures:

1. General. It is the general policy of the Association to encourage the use of Alternative Dispute Resolution to resolve disputes involving the Association and an Owner. Alternative Dispute Resolution (“ADR”) is defined as a procedure for settling a dispute by means other than litigation, such as mediation, non-binding arbitration, or binding arbitration.

2. Policy. All dispute resolution shall be governed by Article 10 of the Amended and Restated Declaration. However, any parties or claims exempt pursuant to Section 10.2, if agreed upon by the parties, may be pursued by the Association or an Owner before any lawsuit is filed by one party against the other. Notwithstanding, the Association shall not be required to mediate or arbitrate any dispute related to covenant enforcement, collection or foreclosure of the Association’s lien. Any ADR is subject to the following:

   (a) ADR shall not be required if time constraints prevent accomplishing ADR.

   (b) ADR will not be pursued by the Association if an Owner refuses to participate in the process.

   (c) At the time the parties agree to use ADR, the parties shall also agree on the form of ADR to be used. If the parties cannot agree on the form of ADR to be used, ADR shall be in the form of mediation.

   (d) Any ADR pursued must be done so using a trained mediator, arbitrator, or facilitator having some familiarity with the governance of community associations.
(e) Any ADR must be conducted in compliance with the Uniform Arbitration Act and/or the Dispute Resolution Act, as applicable.

(f) If ADR is to be pursued, the Owner shall execute an agreement with the Association prior to the commencement of the ADR process which tolls any applicable statute of limitations while the parties are attempting to resolve the dispute through ADR.

3. Selection of Mediator/Arbitrator. If the parties to the ADR cannot agree, within 30 days of the request for ADR, on the facilitator, mediator, arbitrator, or other qualified person to conduct the ADR, then, within 10 days,

(a) Each party shall choose a qualified person as defined in this Policy, and those so selected shall then appoint a third qualified person to be determined in their sole discretion.

(b) In the event a party fails to select a qualified person as specified in subsection (a) above, the person selected by the other party shall be deemed acceptable to both parties and shall act as the facilitator, arbitrator, or mediator.

4. Costs. The costs of ADR shall be split equally. In the event an Owner fails to pay the Owner’s share of the cost of the ADR, such amount shall be considered an Assessment against such Owner’s Unit, and may be collected by the Association as an Assessment pursuant to the Declaration and Colorado Law.

5. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

6. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.

7. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

8. Amendment. This policy may be amended from time to time by the Board of Directors.
PRESIDENT'S CERTIFICATION: The undersigned, being the President of The Timbers Homeowners Association I, Inc., a Colorado nonprofit corporation, certifies 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 January 12, 2017 and in witness thereof, the undersigned has subscribed his/her name.

The Timbers Homeowners Association I, Inc.,
a Colorado nonprofit corporation

By: __________________________

Its: President
RESOLUTION
OF THE TIMBERS HOMEOWNERS ASSOCIATION I, INC. REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT

SUBJECT: Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

PURPOSE: To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

EFFECTIVE DATE: November 10, 2016

RESOLUTION: The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. **Reporting Violations.** Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association’s management company, if any, Board member(s) or committee member(s) by submission of a written complaint.

2. **Complaints.**

   (a) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant (“Complainant”), the alleged violator (“Violator”), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.
(b) Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.

3. **Investigation.** Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

4. **Initial Warning Letter.** If a violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 10 days from the date of the letter to come into compliance. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 13 of this policy. In such event, the procedure outlined in paragraph 13 shall be followed.

5. **Continued Violation After Initial Warning Letter.** If the alleged Violator does not come into compliance within 10 days of the initial warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second and subsequent letter(s) shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter(s) shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 10 days of the date on the violation letter. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 13 of this policy. In such event, the procedure outlined in paragraph 13 shall be followed.

6. **Notice of Hearing.** If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.

7. **Impartial Decision Maker.** Pursuant to Colorado law, the alleged Violator has the right to be heard before an “Impartial
Decision Maker”. An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association 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." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

8. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 10 days, render its written findings and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

9. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 10 days of any letter, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.
10. **Notification of Decision.** The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 10 days of the hearing, or if no hearing is requested, within 10 days of the final decision.

11. **Appeals.** The Violator may file a written appeal to the Board of Directors of any adverse decision of the hearing committee or individual within 10 days of the decision.

12. **Fine Schedule.** The following fine schedule has been adopted for all recurring covenant violations:

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Fine Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First violation</td>
<td>Warning letter</td>
</tr>
<tr>
<td>Second violation (of same covenant or rule)</td>
<td>$50.00</td>
</tr>
<tr>
<td>Third and subsequent violations</td>
<td>(of same covenant or rule) $100.00</td>
</tr>
</tbody>
</table>

Third and subsequent covenant violations may be turned over to the Association’s attorney to take appropriate legal action. Any Owner committing 6 or more violations in a 6 month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association’s attorney for appropriate legal action.

13. **Repetitious Violations.** Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than 1 day, nor more than 90 days, the result of which is a pattern of violations of the same covenant restriction. In the event of such Repetitious Violation, in the discretion of the Board, each instance of noncompliance may constitute a separate violation, and the Board shall not be required to provide a period of 10 days from each violation for the alleged Violator to come into compliance. A warning letter shall be sent for the first violation in the series. After the warning letter, the Board may cause violation notices to be sent for each violation in the series stating the amount of the fine to be imposed (pursuant to the Fine Schedule in paragraph 12), and giving notice and an opportunity for a hearing. The Board shall individually consider each violation for which a hearing is requested, but is permitted to
combine any and all hearings requested for Repetitious Violations on one date.

Examples of Repetitious Violations include, but are not limited to repeatedly or continually parking a restricted recreational vehicle in the community, repeated failure to remove and store a portable basketball hoop, or failure to remove excessive weeds growing on a lot. In each one of these examples, the Owner will receive a warning letter on the first instance of the violation. On the second instance of the violation, the owner will receive a $50.00 fine letter, and notice and opportunity for a hearing. On the third instance of the violation, the owner will receive a $100.00 fine letter and notice and opportunity for a hearing. On the fourth and any subsequent instance of the violation, the owner will receive a $100.00 fine letter and notice and opportunity for a hearing. If hearings are requested, the Board may set them all on the same date.

14. **Waiver of Fines.** The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

15. **Other Enforcement Means.** This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.

16. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

17. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

18. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

19. **Amendment.** This policy may be amended from time to time by the Board of Directors.
PRESIDENT'S CERTIFICATION: The undersigned, being the President of The Timbers Homeowners Association I, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on November 10, 2016 and in witness thereof, the undersigned has subscribed his/her name.

The Timbers Homeowners Association I, Inc.,
a Colorado nonprofit corporation

By: ______________________________
Its: President

November 10, 2016
POLICY
OF THE TIMBERS HOMEOWNERS ASSOCIATION I, INC. REGARDING
POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF ASSOCIATION
RECORDS

SUBJECT: Adoption of a procedure for the inspection and copying of
Association records by Owners and retention of Association
permanent records.

PURPOSE: To adopt a policy regarding an Owner’s right to inspect and copy
Association records. To adopt a standard procedure to be followed
when an Owner chooses to inspect or copy Association records.

AUTHORITY: The Declaration, Articles of Incorporation, and Bylaws of the
Association and Colorado law.

EFFECTIVE DATE: January 12, 2017

RESOLUTION: The Association hereby adopts the following Policy and
Procedures:

1. Records for Inspection. The following are the records of the
Association which shall be deemed to be the sole records of
the Association for purposes of inspection by Owners:

(a) Records of receipts and expenditures affecting the
operation and administration of the Association;

(b) Records of claims for construction defects and
amounts received pursuant to settlement of any such
claims;

(c) Minutes of all meetings of Owners;

(d) Minutes of all meetings of Board members (except
records of executive sessions of the Board);

(e) Records of actions taken by the Owners without a
meeting;

(f) Records of actions taken by the Board without a
meeting, including written communications and e-
mails among Board members that are directly related
to the action so taken;
(g) Records of actions taken by any committee of the Board without a meeting;

(h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;

(i) The Association’s governing documents which are comprised of:

1. The declaration;
2. The bylaws;
3. The articles of incorporation;
4. Any rules and regulations and/or design guidelines; and
5. Any policies adopted by the Board, including the Association’s responsible governance policies.

(j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;

(k) Tax returns for the last seven years, to the extent available;

(l) The operating budget for the current fiscal year;

(m) A list, by unit type, of the Association’s current assessments, including both regular and special assessments;

(n) The result of the Association’s most recent available financial audit or review, if any;

(o) A list of the Association’s insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;

(p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;
(q) The most recent annual report delivered to the Secretary of State;

(r) A ledger of each Owner’s assessment account;

(s) The most recent reserve study, if any;

(t) Current written contracts and contracts for work performed for the Association within the prior two years;

(u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;

(v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;

(w) Policies adopted by the Board;

(x) All written communications sent to all Owners generally within the past three years;

(y) A record showing the date on which the Association’s fiscal year begins.

2 Exclusions. The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

(a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;

(b) Contracts, leases, bids or records related to transactions currently under negotiation;

(c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

(d) Records of executive sessions of the Board;
(e) Individual unit files other than those of the requesting Owners.

The Association shall withhold from inspection and copying the following records as provided by Colorado law:

(a) Personnel, salary or medical records relating to Individuals;

(b) Personal identification and account information of Owners, including bank account information, driver’s license numbers, social security numbers, email addresses and telephone numbers. Notwithstanding the above, if an Owner or resident has provided the Association with his or her express written consent to disclose his or her email address or phone number, the Association may publish that information to other Owners or residents. If the Owner or resident revokes his or her consent in writing, the Association shall cease making available for inspection the Owner’s or residents’ email address or phone number after the receipt of such revocation, but the Association need not change, retrieve or destroy any document or record published by the Association prior to the Association’s receipt of such revocation.

3. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:

(a) Making the requested records available for inspection and copying by the Owner within 10 days of the Association’s receipt of such written request, which inspection shall be during the regular business hours of 8:00 a.m. to 5:00 p.m. at Management Company; or

(b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner’s request; or
(c) E-mailing the requested records to the Owner within 10 days of the Association’s receipt of such written request, if so requested by the Owner.

4. **Use of Records.** Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:

(a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;

(b) For any commercial purpose; or

(c) Sold to or purchased by any person.

5. **Fees/Costs.** Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

6. **Inspection.** The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner’s representative.

7. **Original.** No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.

8. **Creation of Records.** Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.
9. **Definitions.** Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

10. **Supplement to Law.** The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.

11. **Deviations.** The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

12. **Amendment.** This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S CERTIFICATION:** The undersigned, being the President of The Timbers Homeowners Association I, Inc., a Colorado nonprofit corporation, certifies that the foregoing Policy 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 January 12, 2017 and in witness thereof, the undersigned has subscribed his/her name.

The Timbers Homeowners Association I, Inc.,
a Colorado nonprofit corporation

By: ______________________________
Its: President
TIMBERS HOMEOWNERS ASSOCIATION I, INC.
PARKING AND PERMIT POLICY
Effective March 15, 2018

The purpose of this policy is to ensure parking availability for all Residents and to control the parking of non-resident vehicles.

I. Permits

Parking in motor courts is for resident vehicles only and by permit only. No exceptions. On-street parking is available to non-residents and any excess vehicles owned by a resident. Permits are to be clearly displayed at all times in the bottom left corner of the rear windshield. Vehicles of guests must be parked on the street. Permits can be obtained from the management company after returning the completed Parking Permit Registration Form. Permits will not be mailed and can only be placed on the vehicle by the Timbers Management or security staff once the application has been approved.

II. Carports & Garages

Each townhouse is allowed one (1) assigned space in a carport or garage, and one (1) open-lot space in the motor court subject to availability. Residents are strongly encouraged to park in their assigned space before using an open-lot space. The second permit can only be used for open-lot parking and can be withheld if the property owner is delinquent. If a second permit is withheld for delinquency, the first permit can only be used in the assigned space and is not valid for open-lot parking. If garages are used for storage, the resident is not allowed to park two (2) cars in the open-lot spaces. Vehicles parked in the open-lot spaces must be moved every fourteen (14) days to ensure availability for all residents. Motorcycles need to have a permit to park in the lots unless stored inside of the owner’s garage or enclosed yard. The same rules apply for all vehicles.

III. Handicap Spaces

Any resident parked in a handicap space must have a valid placard visible at all times. Residents issued handicap license plates must also ensure that they are clearly displayed at all times when parked in a handicap space. Certain spaces within the community may also be designated as “Compact Only” at the discretion of the Board of Directors. The definition of a compact vehicle, as defined by the Board of Directors, is any vehicle with a length not to exceed 14’5”. Specially designated parking areas such as, but not limited to: handicap spaces, compact spaces, etc. will be strictly enforced.
IV. Restricted Vehicles

The following may not be parked or stored within the Community, unless such parking or storage is within a garage on a lot, or unless authorized in writing by the Association or is otherwise exempted by Colorado law: oversized vehicles, commercial vehicles over one ton, vehicles with commercial writing on their exteriors, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked as a temporary expedience, not to exceed 24 hours, for loading or delivery of goods or services. Overnight parking is prohibited. This restriction shall not apply to commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of any common area, lots, or any improvement located thereon.

V. Abandoned, Unlicensed or Inoperable Vehicles

No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked on a lot or within the Community. An “abandoned or inoperable vehicle” shall be defined by Colorado statutes governing inoperable, unlicensed or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.

VI. Safety

No motor vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community or interfere with the reasonable needs of other residents to use their driveway, streets, or guest parking within the Community.

VII. Repairs & Maintenance

No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing, provided washing is done with a hose with a shut off valve to prevent waste of water. Minor repairs may be performed, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.

In the event your permitted vehicle needs repairs that require the use of a replacement vehicle, arrangements can be made with Timber’s Management to temporarily permit parking
in the motor court for such replacement vehicle. It is the owner’s responsibility to notify
Management regarding any changes or circumstances that may require a new permit.
Previously registered vehicles will be removed from the parking database prior to the release
of any replacement permits. Previously registered vehicles are strictly prohibited from parking
inside the motor courts.

VIII. Enforcement

If any vehicles parked in the motor courts are in violation of these rules, the Board may place a
notice on the vehicle specifying the nature of the violation and stating that after 72 hours the
vehicle may be towed or booted. The notice shall include the name and telephone number of
a person to contact regarding the alleged violation. A notice also shall be conspicuously
placed at the Community stating the name and telephone number of the person or entity
which will do the towing and/or booting hereunder. If 72 hours after such notice is placed on
the vehicle the violation continues or thereafter occurs again within six months of such notice,
the vehicle may be towed or booted in accordance with the notice, without further notice to
the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another owner's or
occupant's lot or townhome, is obstructing the flow of traffic, is parked on any grassy area, is
parked in a space which has been assigned as exclusively serving another Lot, or otherwise
creates a hazardous condition, no notice shall be required and the vehicle may be towed or
booted immediately. Additionally, local police may ticket vehicles and may have them towed
immediately with potential municipal fines applied at the owner’s expense.

If a vehicle is towed or booted in accordance with this Section, neither the Association nor any
officer or agent of the Association shall be liable to any person for towing and storage costs or
for any claim of damage as a result of the towing or booting activity. The Association's right to
tow or boot is in addition to, and not in limitation of all other rights of the Association,
including the right to assess fines. Notwithstanding anything to the contrary in this Section,
the Board may elect to impose fines or use other available sanctions, rather than exercise its
authority to tow or boot.
CERTIFICATION:
The undersigned, being President of the Board of Directors of The Timbers Homeowners Association I, Inc., a Colorado nonprofit corporation, certifies that this Parking and Permit Policy was adopted by Resolution approved by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on March 8, 2018 and in witness thereof, the undersigned has subscribed his/her name.

THE TIMBERS HOMEOWNERS ASSOCIATION I, INC.,

a Colorado nonprofit corporation

By:  

__________________________

Peter Lund, President