

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.

POLICIES AND PROCEDURES

1. Procedures for Adoption of Policies, Procedures, Rules, Regulation, or Guidelines
2. Covenant and Rule Enforcement
3. Collection of Unpaid Assessments
4. Conduct of Meetings
5. Board Member Conflicts of Interest
6. Inspection and Copying of Association Records
7. Investment of Reserve Policy
8. Cooperating with Sellers and the Disclosure of Certain Information
9. Alternative Dispute Resolution (ADR)

**RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
REGARDING PROCEDURES FOR ADOPTION OF POLICIES, PROCEDURES,
RULES, REGULATIONS, OR GUIDELINES**

SUBJECT: Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter "Policy" or "Policies") regarding the operation of the Association.

PURPOSE: To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association.

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

EFFECTIVE DATE: June 1, 2011

RESOLUTION: The Association hereby adopts the following procedures to be followed in adopting Policies of the Association:

1. Scope. The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to insure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy.
2. Drafting Procedure. The Board shall consider the following in drafting the Policy:
 - A. whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;
 - B. the need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and
 - C. the immediate and long-term impact and implications of the Policy.
3. Adoption Procedure. Upon adoption of a Policy, the Policy or notice of such Policy, including the effective date, shall be provided to all Owners by any reasonable method as determined in the sole discretion of the Board, including but not limited to posting on the Association's website.
4. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
5. Supplement to Law. The provisions of this Resolution shall not contradict and 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.
6. 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.
7. Amendment. This Procedure may be amended from time to time by the Board of Directors.

(SEE REVISED FEE SCHEDULE)

RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, 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: June 1, 2011

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 within the community, a group of Owners, the Association's President, 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 via the Board President and/or any management company. The complaining Owner or resident shall have observed the alleged violation and shall identify himself/herself by name, address and telephone number ("Complainant"). The Complainant must make a brief description of his/her relationship to the community. The complaint must identify the name and address of the alleged violator ("Violator"), if known, the address with whom the Violator is associated if not an owner and a description of the nature of the relationship with the owner. The complaint must set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed, including date, time and place, 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, a warning letter shall be sent to the Violator explaining the nature of the violation and the action required to remedy the violation. The Violator will have 10 days from the date of the letter to come into compliance.

5. Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within 10 days of the first 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 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.

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, the Board shall serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.

7. 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 Board 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 Board shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the Board members present at the hearing. 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.

8. 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 Board 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.

9. Notification of Decision. The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within 30 days of the hearing, or if no hearing is requested, within 30 days of the final decision.

10. Fine Schedule. Unless a different policy or resolution has been adopted by the Association for a particular type of violation, the following fine schedule has been adopted for all recurring covenant violations:

First Violation	Warning letter
Second Violation (of same covenant or rule)	\$25.00
Third and subsequent Violations (of same covenant or rule)	\$50.00

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing six or more violations in a twelve 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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 Westbrook Village Community Association, 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 May 11, 2011 and in witness thereof, the undersigned has subscribed his/her name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
a Colorado nonprofit corporation

By: J. L. Marlin
President

(REVISED FEE SCHEDULE)

RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC. BOARD OF DIRECTORS
REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT
VIOLATION FEE SCHEDULE

SUBJECT: Adoption Of a policy for uniform assessment of fines-fees and penalties for Violation of Covenant and Rules.

PURPOSE: To adopt a uniform fine-fee schedule for enforcement of Covenants and Rules.

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

EFFECTIVE DATE: September 18, 2018.

RESOLUTION: The Association hereby adopts the following fine-fee schedule for violation of Covenants and Rules of the Association:

1. Fine-Fee Schedule. Unless a different policy or resolution has been adopted by the Association for a particular type of violation, the following schedule of fines-fees for all Covenant and Rule violations shall apply:

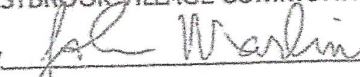
First Violation	Warning Letter
Second Violation	\$250.00
Third and subsequent Violation (of the same covenant or rule)	\$500.00
2. All provisions of the Resolution of the Westbrook Village Community Association, Inc. Regarding Policies and Procedures for Covenant and Rule Enforcement, dated May 26, 2011, shall continue in full force and effect.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Westbrook Village Community Association, 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 September, 18, 2018, and witness thereof, the undersigned has subscribed his name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC, a Colorado Nonprofit Corporation

By



John Marlin, President

John Marlin, President

**RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, 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, Bylaws and Articles of Incorporation of the Association and Colorado Law.

EFFECTIVE DATE: June 1, 2011

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 association 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. The monthly 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 month. Assessments or other charges not paid in full to the Association within 10 days of the due date shall incur late fees as provided below. Assessments or other fines or charges not paid in full to the Association within 30 days of the due date shall incur interest as provided below. In the event notice of acceleration is given to delinquent Owner(s) of the dwelling unit, they shall also be charged any cost 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 by the Association.
3. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a \$10.00 late charge for each Owner who fails to timely pay his/her monthly installment of the annual assessment within 10 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 18% per annum (1.5% per month) on the amount owed for each Owner who fails to timely pay his/her monthly 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 Lot 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, Rules and Regulations of the Association or this Resolution, a reasonable fee not to exceed \$35.00 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 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 Lot 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 the home Owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the home Owner's future payments, for a period of one 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 monthly installment of the annual assessment is not made when due.

6. 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 cost 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.
7. Application of Payments. After a delinquent account has been given over to the Association's attorney, all sums collected on that account shall be remitted to that attorney until the account is current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall, in the following sequence, be applied first to the oldest charge in each category:
 - A. Any and all legal fees and cost (including attorney fees).
 - B. Repairs for specific work performed for the owner not covered by assessments.
 - C. Expenses of enforcement and collection, late charges, returned check charges, lien fees.
 - D. Other cost owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution such as fines, working capital, status letters, etc.
 - E. Special Assessments.
 - F. Regular Assessments.
8. Collection Process.
 - A. After an installment of an annual assessment or other charges due to the Association becomes more than 60 day delinquent or the outstanding balance on the account is \$200.00 or more, the Association or authorized agent of the Association, shall send a written notice ("Intent to Lien") 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.
 - B. After an installment of an annual assessment or other charges due to the Association becomes more than 70 days delinquent, the Association, or authorized agent of the Association, shall file a lien against the property of the delinquent assessment, past due assessment Owner.
 - C. After an installment of an annual assessment, or past due assessment, or other charges due to the Association becomes more than 90 days delinquent, the Association, or authorized agent of the Association shall turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorneys shall send a letter to the delinquent Owner demanding immediate payment for pas 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.
9. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account. Such acceleration shall result in the entire unpaid annual assessment being due immediately. The Board also reserves the right to decelerate any accelerated assessment.
10. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges:

DUE DATE: (date payment is due)	1 ST DAY OF EACH MONTH
INTENT TO LIEN (notice that late charges and Interest have accrued, notice of intent to file lien)	60 DAYS AFTER DUE DATE
LIEN FILED	70 DAYS AFTER DUE DATE
DELINQUENT ACCOUNT TURNED OVER TO ASSOCIATION'S ATTORNEY; DEMAND LETTER SENT TO OWNER	90 DAYS AFTER DUE DATE

Failure to employ these time frames shall not waive the Association's right to collect.

11. 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 \$100.00 fee. The statement shall be furnished within fourteen (14) calendar days after receipt of the request. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.
12. 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 Home within the Association, the manager shall notify the Association's attorney of the same and turn the account to the Association's attorney, if appropriate.
13. Use of Certified Mail/Regular Mail. All collection or demand letters or notices shall be sent to a delinquent Owner by registered or certified mail, postage prepaid.
14. 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 Association's President, is authorized to take whatever action is necessary and determined to be in the best interest 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;
 - C. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interest;
 - D. File 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. Upon referral of any matter to the Association's attorney, the Association shall pay the attorney's usual and customary charges as well as any cost incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.
15. 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 that 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.
16. 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.

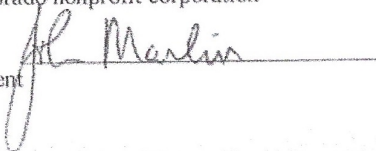
17. Waivers. The Association is hereby authorized to extend the time frames or otherwise modify the procedures contained here as the Association shall determine appropriate under the circumstances.
18. Communication with Owners. All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Manager nor any 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.
19. 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 cost as described and imposed by this Policy.
20. Definitions. Unless otherwise defined in the Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
21. 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.
22. Deviations. The Board may deviate from the procedures set forth in the Resolution if in its sole discretion such deviation is reasonable under the circumstances.
23. 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 Westbrook Village Community Association, 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 May 16, 2011 and in witness thereof, the undersigned has subscribed his/her name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
A Colorado nonprofit corporation

By: _____
President



**RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, 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: June 1, 2011

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 physically and conspicuously posted at the main entrances of the community as soon as possible after notice is provided pursuant to the Bylaws, but in no case less than 24 hours prior to any such meeting.
2. The Association shall also post notice on its website of all Owner meetings. Such notice shall be posted as soon as possible after notice is provided pursuant to the Bylaws, but in no case less than 24 hours prior to any such meeting.
3. If an Owner has requested that the Association provide notice via email and has provided the Association with an email address, the Association shall send notice of all Owner meetings to such Owner at the email address provided as soon as possible after notice is provided pursuant to the Bylaws, but in no case less than 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 home 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 one minute 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. No meeting of the Owners may be audio, video or otherwise recorded except by the Board to aid in the preparation of minutes. 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 the Association Secretary.
4. The Secretary 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 home 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 Unit 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 them.
- 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 one minute 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. Minutes of actions taken shall be kept by the Association.
- 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.
3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. 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.
5. 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.
6. Amendment. This Policy may be amended at any time by the Board of Directors.
7. Owners are not allowed to attend executive sessions of the Board of Directors.

PRESIDENT'S CERTIFICATION

The undersigned, being the President of the Westbrook Village Community Association, 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 May 16, 2011 and in witness thereof, the undersigned has subscribed his/her name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
a Colorado nonprofit corporation

By: John Marlin
President

**RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

SUBJECT: Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.

PURPOSE: To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.

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

EFFECTIVE DATE: June 1, 2011

RESOLUTION: The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:

1. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.

2. Definition. (i) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a director, or between the Association and an entity in which a Director of the Association is a director or officers or has a financial interest; (ii) "Director" means a member of the Association's Board of Directors; (iii) "Party related to a Director" means a person relate by blood or marriage or an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

3. Disclosure of Conflict. Any conflict of interest on the part of any Director shall be verbally disclosed to the other Directors and the Members entitled to vote in open session at the first open Member meeting or meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director shall not participate in nor be present for any discussion and shall not vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

4. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

- A. No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.
- B. No contributions will be made to any political parties or political candidates by the Association.
- C. No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- D. No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
- E. No Director shall receive any compensation from the Association for acting as a volunteer.
- F. No loans shall be made by the Association to its Directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.
- G. No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.
- H. No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.
- I. No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.
- J. Any Director convicted of a felony shall voluntarily resign from his/her position.
- K. No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.
- L. Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

5. Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if: (i) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction; (ii) The conflicting interest transaction is fair to the Association.

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

7. 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.

8. 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.

9. 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 Westbrook Village Community Association, 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 May 21, 2011 and in witness thereof, the undersigned has subscribed his/her name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
a Colorado nonprofit corporation

By: _____
President

J. L. Martin

**RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, 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 and identification of records to be permanently retained by the Association. 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: June 1, 2011

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

1. The Association shall retain the following records as required by Colorado law.
 - A. Minutes of all Board and Owner meetings
 - B. All actions taken by the Board or Owners by written ballot in lieu of a meeting
 - C. All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association
 - D. All waivers of the notice requirements for Owner meetings, Board member meetings, or committee meetings.
2. 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, subject to the exclusions, conditions and requirements set forth below:
 - A. The inspection and/or copying of the records of the Association shall be at the Owner's expense, and may be collected by the Association in advance.
 - B. The inspection and/or copying of the records of the Association shall be conducted during regular business hours of 9:00 a.m. to 3:30 p.m., Monday through Friday, by appointment, by contacting the President of the Association, or as otherwise determined by the Board of Directors.

C. The Owner shall give the Association's managing agent a written demand, stating the purpose for which the inspection and/or copying is sought which describes with reasonable particularity the records sought and purpose of the request, at least five business days before the date on which the Owner wishes to inspect and/or copy such records.

D. The Board shall advise the Owner of the time and place of such inspection in writing within five business days of receipt of the Owner's request. The Board of Directors at its sole discretion through its President may provide such records at the next regularly scheduled Owner or Board meeting if the next regularly scheduled Owner or Board meeting is scheduled within thirty days of the Owner's request.

3. Proper Purpose/Limitation. Association records, including membership lists, shall not be used by any Owner for:
 - A. Any purpose unrelated to an Owner's interest as an Owner;
 - B. The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
 - C. Any commercial purpose;
 - D. For the purpose of giving, selling, or distributing such Association records to any person; or
 - E. Any improper purpose as determined in the sole discretion of the Board.
4. Exclusions. The following records shall NOT be available for inspection and/or copying as they are deemed confidential:
 - A. Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting;
 - B. Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and
 - C. Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, and driver's license numbers.
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, including \$1.00 per page for copies and \$50.00 per hour for the cost to search, retrieve, and copy the record(s) requested. The Association may require a deposit in an amount 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 different shall be returned to the Owner with the copies.
6. Inspection. The Association reserves the right to have a third person present to observe during any inspection of records 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 nor require the Association to create records that do not exist or compile records in a particular format or order.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. 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.
11. 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.
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 Westbrook Village Community Association, 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 May 26, 2011 and in witness thereof, the undersigned has subscribed his/her name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
a Colorado nonprofit corporation

By: JL Martin
President

**RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
REGARDING INVESTMENT OF RESERVE POLICY**

SUBJECT: Adoption of an Investment Policy for reserves of the Association.

PURPOSES: To adopt a policy for the investment of reserve funds.

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

**EFFECTIVE
DATE:** June 1, 2011

RESOLUTION: The Association hereby adopts a Policy as follows:

1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.

2. Purpose of the Reserve Fund. The purpose of the Reserve Fund shall be to responsibly fund repairs to the Association Maintenance Areas (AMA) within the Project and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for is as provided for by the Declaration and Colorado law.

3. Investment of Reserves. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies:

- A. Safety of Principal. Promote the preservation of the Reserve Fund's principal.
- B. Liquidity and Accessibility. Structure maturities to promote availability of assets for projected or unexpected expenditures.
- C. Minimal Costs. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.
- D. Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
- E. Return. Funds should be invested to seek a reasonable rate of return.

4. Investment Strategy. It shall be the policy of the Association to invest funds only in a Certificate of Deposit not to exceed 12 months in length, and/or in a Money Market Account. All accounts shall be F.D.I.C. insured by the Federal Government.

5. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.

7. Reserve Study. In order to determine funding of the Reserve Fund, the Board of Directors may determine the life expectancy of those portions of the Community to be maintained by the Association and the anticipated costs of maintaining, replacing and improving those identified areas (hereinafter referred to as a "Reserve Study"). The Reserve Study shall be based on a physical and financial analysis.

8. Review of Reserve Study. The Board of Directors shall cause the Reserve Study, if any, and reserve funding to be reviewed and updated periodically, at least once every three years, to adjust and make changes in costs, inflation and interest yield on invested funds, plus modification, addition or deletion of components. The Board shall advise its members, upon request, of whether there is a funding plan for any work recommended by any reserve studies conducted either internally or externally.

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

10. Supplement to Law. The provisions of this Resolution shall not contradict and 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 Resolution 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 Westbrook Village Community Association, 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 May 26, 2011 and in witness thereof, the undersigned has subscribed his/her name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
a Colorado nonprofit corporation

By: J.P. Martin
President

**RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
REGARDING PROCEDURES FOR COOPERATING WITH SELLERS IN THE
DISCLOSURE OF CERTAIN INFORMATION**

SUBJECT: Adoption of a procedure for cooperating with sellers in the disclosure of certain information.

PURPOSE: To adopt a standard procedure to use for cooperating with sellers in the disclosure of certain information.

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

EFFECTIVE DATE: June 1, 2011

RESOLUTION: The Association hereby adopts the following procedures to be followed in cooperating with sellers in the disclosure of certain information. The following resolution has been adopted by the Westbrook Village Community Association, Inc. (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

RECITALS:

1. Colorado law requires the Association, when requested by a seller of a property in the Community, to use its best efforts to help collect any documents that are within its control.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors does hereby adopt the following policies and procedures to facilitate the access of documents within its control by sellers.

2. Colorado law requires the seller of a home in our community to mail or deliver personally to the buyer copies of the most current version of the following documents before the title deadline (as provided in the underlying real estate contract):

A. The Declaration, Covenants and Restrictions, Bylaws, Governance Policies and Procedures, and Rules of the Association;

B. Any party wall agreements;

C. Minutes of the most recent annual unit owners' meeting and of any board meetings held within the six months preceding the request;

E. D. The Association's current operating budget;
The Association's current annual income and expenditures statement; and

F. The Association's current annual balance sheet.

Colorado law requires the Association, when requested by a seller, to use its best efforts to help collect the above documents that are within its control.

3. Sellers may obtain the documents listed above available as follows:

A. Visiting the Association's website at www.wbvco.com

B. Providing a written request to the Association's President and/or any Association Manager, at least five days before the documents are needed. Any owner requesting copies of Associations documents at the Association's management company will be responsible for all actual costs incurred by the Association, including \$1.00 per single-sided page for copies and \$50.00 per hour (1 hour minimum) for the cost to search, retrieve, and copy the document(s) requested. In the event five days notice is not given, the Association shall attempt to satisfy the request, but in the event it fails to do so, it will be deemed to have used its best efforts.

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

5. 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.

6. 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.

7. 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 Westbrook Village Community Association, Inc., 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 held on May 16, 2011 and in witness thereof, the undersigned has subscribed his/her name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.

By: J. L. Martin
President

**RESOLUTION OF THE
WESTBROOK VILLAGE COMMUNITY ASSOCIATION
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: June 1, 2011

RESOLUTION: The Association hereby adopts the following Policy:

In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to first meet with the Board of Directors to resolve the dispute informally and without the need for arbitration. If the Owner request to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request. Arbitration pursuant to the Declaration can then be pursued.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of Westbrook Village Community Association, 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 May 26, 2011 and in witness thereof, the undersigned, has subscribed his/her name.

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, Inc.,
a Colorado non-profit corporation.

By: John Marlow
President