
RECORD OF PROCEEDINGS

**Minutes of Action Taken
By Consent of the Directors
Without a Meeting
Timber Springs Property Owner's Association
August 6, 2007**

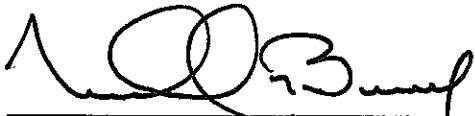
As permitted by law, the undersigned Directors, being all of the Directors of the Timber Springs Property Owner's Association, unanimously agree to waive the notice requirement for a meeting and to adopt the following action(s) without a meeting.

The Policies and Procedures enumerated below and a copy of which are attached hereto and incorporated herein are hereby unanimously adopted:

1. Conduct of Meetings
2. Inspection and Copying of Association Records
3. Conflicts of Interest
4. Collection of Unpaid Assessments
5. Enforcement of Covenants and Rules
6. Investment of Reserve Funds
7. Adoption and Amendment of Policies, Procedures and Rules
8. Disputes between the Association and its members

These minutes may be executed in counterparts.

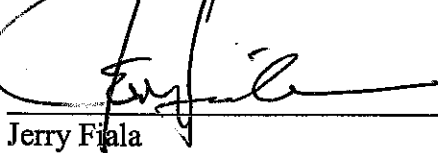
Dated this 6th day of August, 2007.



Michael Barry



Patrick Martin



Jerry Fiala

Wear, Travers & Perkins
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
THE GLEN LYON BUILDING
1000 S. FRONTAGE ROAD WEST, SUITE 200
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JAMES R. WEAR
RICHARD D. TRAVERS
GREGORY W. PERKINS

WENDY R. ST. CHARLES
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MEMORANDUM

TO: Executive Board
Timber Springs Property Owners Association, Inc.

FROM: Timothy N. Devlin
Wear Travers & Perkins, P.C.

DATE: July 27, 2007

RE: Senate Bill 100/89 Compliance

Colorado law relating to property owners' associations was significantly amended during the 2005 and 2006 sessions of the Colorado legislature, by acts commonly known as "Senate Bill 100" and "Senate Bill 89". This memorandum summarizes the significant changes and sets forth action items for the Board's consideration to ensure compliance with the new laws.

1. DESIGN REVIEW MATTERS

Under certain circumstances, the Association may regulate, but may not prohibit, (i) display of the American flags or military service flags, or the installation of flagpoles; or (ii) display of political signs; and (iii) the removal of trees, shrubs or other vegetation for fire mitigation purposes. In addition, the Association can not require the use of cedar shakes or other flammable roofing materials.

Action Item: Staff to review Design Guidelines to determine if revisions are necessary to comply. The Board should then consider whether it desires to adopt regulations regarding display of signs and flags, or vegetation removal.

2. MEETINGS; OWNER AND BOARD EDUCATION

Notice of owners' meetings must now be posted in a conspicuous place, and associations are encouraged to post notices and agendas on a website.

The association is required to adopt written policies regarding the conduct of meetings. A form of such policy is attached to this memorandum for the Board's review and approval.

Contested board elections must now be conducted by secret ballot, and, at the request of 20% of unit owners in attendance at the meeting in person or by proxy, any other vote must be taken by a secret ballot.

In addition, associations are required to offer to their owners, at least annually and free of charge, education as to the general operation of the association and the rights and responsibilities of owners, the association and the board under Colorado law. We recommend that this education be offered in connection with the annual meeting of owners, for a short time either before or after the meeting.

The Association may, but is not required to, reimburse Board members for expenses incurred in attending seminars on responsible governance of owners' associations.

Action Items: Board review and adopt Meeting Policy (attached).
Schedule owner education in connection with annual meetings.

3. DISCLOSURES; ASSOCIATION RECORDS

If the association's address, designated agent, or management company changes, within 90 days after such change the association shall make updated information readily available at no cost to owners at their convenience, either by posting on an internet web page, maintenance of a literature table or binder at the association's principal place of business, or by mail or personal delivery: (i) the name of the association and its physical address and phone number; (ii) the name of the association's manager and its physical address and phone number; and (iii) the date and reception number for recording of the association's declaration.

In addition, within 90 days after the end of each fiscal year, the association must make the following information readily available at no cost to owners at their convenience, either by posting on an internet web page, maintenance of a literature table or binder at the association's principal place of business, or by mail or personal delivery: (i) the commencement date of the association's fiscal year; (ii) the association's operating budget for the current fiscal year; (iii) a list of current regular and special assessments by unit type; (iv) annual financial statements for the immediately preceding fiscal year; (v) the results of the most recent available financial audit or review; (vi) a list of all association insurance policies, including company names, policy limits and deductibles, additional named insureds and expiration dates of the policies; (vii) the association's

articles of incorporation, bylaws, and rules and regulations; (viii) the minutes of board of directors/ executive board and member meetings for the immediately preceding fiscal year; and (ix) the policies of the association adopted pursuant to CRS § 38-33.3-209.5 (see "POLICIES" section below).

Further, the association must keep the following permanent records: (a) minutes of all meetings of unit owners and all actions taken by the owners by written action or ballot in lieu of a meeting; (b) minutes of all meetings of the board of directors/ executive board and all actions taken by the board by written action or ballot in lieu of a meeting; (c) records of all actions of committees of the board in place of the board on behalf of the association; (d) all waivers of notices of meetings of owners and of the board or any committee of the board; (e) a record of unit owners in a form that permits preparation of a list of the names and addresses of all owners, showing the number of votes each unit owner is entitled to vote; (f) the articles of incorporation, bylaws, declaration and/or covenants of the association; (g) resolutions adopted by the board; (h) all written communications within the past three (3) years to unit owners as unit owners; (i) a list of the names and addresses of the current directors and officers of the association; (j) the association's most recent annual report, if any; and (k) all financial audits or reviews during the preceding three (3) years. The records described in this paragraph must be kept in written form or in another form capable of conversion into written form within a reasonable time, and must be reasonably available for examination and copying by an owner or such owner's authorized agent. To be reasonably available, the records must be available during normal business hours upon five (5) business days' notice, to the extent that: (x) the request is made in good faith and for a proper purpose; (y) the request describes with reasonable particularity the records sought and the purpose of the request; and (z) the records are relevant to the purpose of the request.

Action Items: Adopt policy for inspection and copying of records
 Review records and retention policy with manager to confirm compliance

4. AUDIT OR REVIEW

The books and records of the association must be audited (using generally accepted auditing standards) or reviewed (using statements on standards for accounting and review services) at the discretion of the board of directors/ executive board or as described below. An audit is required only if (i) the association has annual revenues or expenditures of at least \$250,000.00, AND (ii) an audit is requested by owners of at least one-third of all units within the association. A review is required only upon request by owners of at least one-third of all units within the association. A person conducting a review need not be a CPA, but shall have at least a basic understanding of the principles

of accounting as a result of prior business experience, education above the high school level, or bona fide home study. Copies of any audit or review must be made available upon request to owners no later than thirty (30) days after its completion.

5. CONFLICTS OF INTEREST; STANDARD OF CARE

CCIOA now makes clear that the provisions of the Colorado Revised Nonprofit Corporation Act apply to directors' conflicting interest transactions. A "conflicting interest transaction" is defined as "[a] contract, transaction or other financial relationship between a[n] [association] and a director of the [association], 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 officer or has a financial interest". In the event of a conflicting interest transaction, the director should clearly disclose the material facts of the conflicting interest transaction at the first board meeting at which the matter is to be discussed. Thereafter, however, the director may participate in discussion of the matter and may vote on the matter. In addition, even if the provisions of the conflicting interest transaction statute are not followed, the transaction is not void or voidable by the association if: (i) the conflicting interest transaction is disclosed to or known by the board, and the transaction is approved or ratified by the affirmative vote of a majority of the disinterested directors; or (ii) the conflicting interest transaction is disclosed to or known by the members of the association entitled to vote thereon, and the transaction is approved or ratified by the affirmative vote of such members; or (iii) the conflicting interest transaction is fair as to the association.

In all events, the directors should exercise due care in their actions taken as a director, but CCIOA makes clear that if a director is not appointed by the declarant, but rather elected by the owners (as all Timber Springs Executive Board members are, they are not liable for actions taken or omissions made in the performance of such director's duties except for wanton and willful acts or omissions. Notwithstanding the foregoing, with regard to investment of reserve funds of the association, officers and directors are to discharge such duties (a) in good faith; (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) in a manner the director or officer reasonably believes to be in the best interest of the association.

The Board must adopt a written policy relating to Board members' conflicts of interest. A form is attached for the Board's consideration.

Action Item: Adopt conflict of interest policy.

6. RESPONSIBLE GOVERNANCE POLICIES

The association is required to adopt certain written policies, procedures and rules and regulations relating to certain matters. Several of these have been discussed in previous sections, but are repeated here for completeness. A copy of a proposed policy, for consideration by the Board, is attached to this memorandum:

- Conduct of Meetings
- Inspection and copying of association records
- Handling of conflicts of interest relating to Board members
- Enforcement of covenants and rules, including notice and hearing procedures and a schedule of fines
- Investment of reserve funds
- Procedures for the adoption and amendment of policies, procedures and rules
- Procedures for addressing disputes between the association and unit owners

Action Item: Review drafts of the various policies, provide input to revise same for this association, and adopt all.

TIMBER SPRINGS PROPERTY OWNERS ASSOCIATION

EXECUTIVE BOARD

RESOLUTION

ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES

_____, 2007

The Executive Board of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Adoption and Amendment of Policies, Procedures and Rules is hereby adopted and ratified:

1. Scope The Executive Board 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 encourage Owner participation in the development of such Policies and 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. Notice and Comment. A copy of the proposed Policy shall be provided to all Owners or posted on the Association's website and Owners shall be allowed a minimum of thirty (30) days to provide comment and/or feedback on the proposed Policy. The adoption of every Policy shall also be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy shall be afforded such opportunity in compliance with Colorado law.

4. Emergency. The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical given the emergency nature of such Policy.

5. Adoption Procedure. After the period for Owner comment expires, the Board may adopt any Policy. 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 by the sole discretion of the Board, including but not limited to posting on the Association's website.

6. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration and Bylaws 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, Bylaws, and the law of the State of Colorado governing Timber Springs.

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.

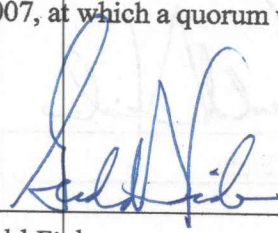
CERTIFICATION

I, the undersigned, do hereby certify:

That I am a duly elected and acting Secretary of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation; and

That the foregoing Resolution was duly adopted by action of the Executive Board of the Association at its meeting held on _____, 2007, at which a quorum was present.

Dated: August 6, 2007.



Gerald Fiala, Secretary

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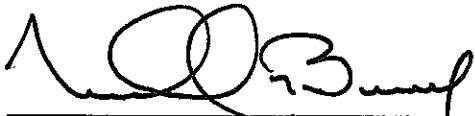
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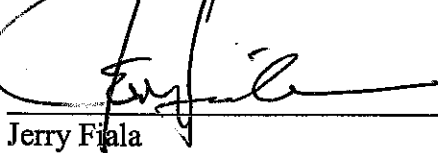
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Action Items: Board review and adopt Meeting Policy (attached).
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In addition, within 90 days after the end of each fiscal year, the association must make the following information readily available at no cost to owners at their convenience, either by posting on an internet web page, maintenance of a literature table or binder at the association's principal place of business, or by mail or personal delivery: (i) the commencement date of the association's fiscal year; (ii) the association's operating budget for the current fiscal year; (iii) a list of current regular and special assessments by unit type; (iv) annual financial statements for the immediately preceding fiscal year; (v) the results of the most recent available financial audit or review; (vi) a list of all association insurance policies, including company names, policy limits and deductibles, additional named insureds and expiration dates of the policies; (vii) the association's

articles of incorporation, bylaws, and rules and regulations; (viii) the minutes of board of directors/ executive board and member meetings for the immediately preceding fiscal year; and (ix) the policies of the association adopted pursuant to CRS § 38-33.3-209.5 (see "POLICIES" section below).

Further, the association must keep the following permanent records: (a) minutes of all meetings of unit owners and all actions taken by the owners by written action or ballot in lieu of a meeting; (b) minutes of all meetings of the board of directors/ executive board and all actions taken by the board by written action or ballot in lieu of a meeting; (c) records of all actions of committees of the board in place of the board on behalf of the association; (d) all waivers of notices of meetings of owners and of the board or any committee of the board; (e) a record of unit owners in a form that permits preparation of a list of the names and addresses of all owners, showing the number of votes each unit owner is entitled to vote; (f) the articles of incorporation, bylaws, declaration and/or covenants of the association; (g) resolutions adopted by the board; (h) all written communications within the past three (3) years to unit owners as unit owners; (i) a list of the names and addresses of the current directors and officers of the association; (j) the association's most recent annual report, if any; and (k) all financial audits or reviews during the preceding three (3) years. The records described in this paragraph must be kept in written form or in another form capable of conversion into written form within a reasonable time, and must be reasonably available for examination and copying by an owner or such owner's authorized agent. To be reasonably available, the records must be available during normal business hours upon five (5) business days' notice, to the extent that: (x) the request is made in good faith and for a proper purpose; (y) the request describes with reasonable particularity the records sought and the purpose of the request; and (z) the records are relevant to the purpose of the request.

Action Items: Adopt policy for inspection and copying of records
 Review records and retention policy with manager to confirm compliance

4. AUDIT OR REVIEW

The books and records of the association must be audited (using generally accepted auditing standards) or reviewed (using statements on standards for accounting and review services) at the discretion of the board of directors/ executive board or as described below. An audit is required only if (i) the association has annual revenues or expenditures of at least \$250,000.00, AND (ii) an audit is requested by owners of at least one-third of all units within the association. A review is required only upon request by owners of at least one-third of all units within the association. A person conducting a review need not be a CPA, but shall have at least a basic understanding of the principles

of accounting as a result of prior business experience, education above the high school level, or bona fide home study. Copies of any audit or review must be made available upon request to owners no later than thirty (30) days after its completion.

5. CONFLICTS OF INTEREST; STANDARD OF CARE

CCIOA now makes clear that the provisions of the Colorado Revised Nonprofit Corporation Act apply to directors' conflicting interest transactions. A "conflicting interest transaction" is defined as "[a] contract, transaction or other financial relationship between a[n] [association] and a director of the [association], 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 officer or has a financial interest". In the event of a conflicting interest transaction, the director should clearly disclose the material facts of the conflicting interest transaction at the first board meeting at which the matter is to be discussed. Thereafter, however, the director may participate in discussion of the matter and may vote on the matter. In addition, even if the provisions of the conflicting interest transaction statute are not followed, the transaction is not void or voidable by the association if: (i) the conflicting interest transaction is disclosed to or known by the board, and the transaction is approved or ratified by the affirmative vote of a majority of the disinterested directors; or (ii) the conflicting interest transaction is disclosed to or known by the members of the association entitled to vote thereon, and the transaction is approved or ratified by the affirmative vote of such members; or (iii) the conflicting interest transaction is fair as to the association.

In all events, the directors should exercise due care in their actions taken as a director, but CCIOA makes clear that if a director is not appointed by the declarant, but rather elected by the owners (as all Timber Springs Executive Board members are, they are not liable for actions taken or omissions made in the performance of such director's duties except for wanton and willful acts or omissions. Notwithstanding the foregoing, with regard to investment of reserve funds of the association, officers and directors are to discharge such duties (a) in good faith; (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) in a manner the director or officer reasonably believes to be in the best interest of the association.

The Board must adopt a written policy relating to Board members' conflicts of interest. A form is attached for the Board's consideration.

Action Item: Adopt conflict of interest policy.

6. RESPONSIBLE GOVERNANCE POLICIES

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- Investment of reserve funds
- Procedures for the adoption and amendment of policies, procedures and rules
- Procedures for addressing disputes between the association and unit owners

Action Item: Review drafts of the various policies, provide input to revise same for this association, and adopt all.

TIMBER SPRINGS PROPERTY OWNERS ASSOCIATION
EXECUTIVE BOARD
RESOLUTION

DIRECTOR CONFLICTS OF INTEREST

_____, 2007

The Executive Board of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Director Conflicts of Interest is hereby adopted and ratified:

1. **General Duty.** The Executive Board 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 the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations. As of the date of adoption of this Policy, conflicting interest transactions of directors and officers of the Association are governed by C.R.S. §7-128-501, pursuant to C.R.S. §38-33.3-310.5, and the provisions of this Policy are intended to comply with such statutes.

2. **Definition.** A "conflicting interest transaction" is defined as a contract, transaction or other financial relationship between the Association and a director of the Association, 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 officer or has a financial interest.

3. **Disclosure of Conflicting Interest Transaction.** Any conflicting interest transaction on the part of any Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Executive Board at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the interested Director may participate in the discussion of the matter, and may vote on the matter, in compliance with the Director's duties to the Association. The minutes of the meeting shall reflect the disclosure made, the composition of the quorum and record who voted for and against.

4. **Failure to Disclose Conflicting Interest Transaction.** No conflicting interest transaction entered into in violation of this policy shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the Association, solely because the conflicting interest transaction involves a Director or a party related to a Director or an entity in which a Director is a director or officer or has a financial interest or solely because the Director is present at or participates in the meeting of the Association's Executive Board that authorizes, approves or ratifies the conflicting interest transaction or solely because the Director's vote is counted for such purpose if:

a. The material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Executive Board and the Executive Board in good faith authorized, approves, or ratifies the conflicting interest transaction

by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or

b. The material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members of the Association entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereon; or

c. The conflicting interest transaction is fair as to the Association.

5. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration and Bylaws 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, Bylaws, and the law of the State of Colorado governing Timber Springs.

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.

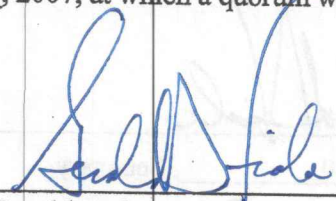
CERTIFICATION

I, the undersigned, do hereby certify:

That I am a duly elected and acting Secretary of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation; and

That the foregoing Resolution was duly adopted by action of the Executive Board of the Association at its meeting held on _____, 2007, at which a quorum was present.

Dated: August 6, 2007.



Gerald Fiala, Secretary

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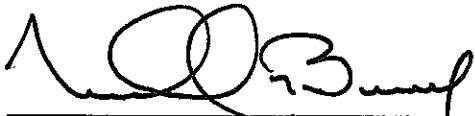
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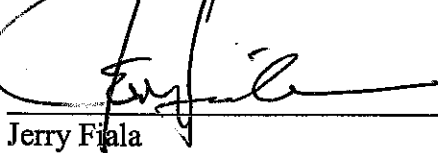
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DATE: July 27, 2007

RE: Senate Bill 100/89 Compliance

Colorado law relating to property owners' associations was significantly amended during the 2005 and 2006 sessions of the Colorado legislature, by acts commonly known as "Senate Bill 100" and "Senate Bill 89". This memorandum summarizes the significant changes and sets forth action items for the Board's consideration to ensure compliance with the new laws.

1. DESIGN REVIEW MATTERS

Under certain circumstances, the Association may regulate, but may not prohibit, (i) display of the American flags or military service flags, or the installation of flagpoles; or (ii) display of political signs; and (iii) the removal of trees, shrubs or other vegetation for fire mitigation purposes. In addition, the Association can not require the use of cedar shakes or other flammable roofing materials.

Action Item: Staff to review Design Guidelines to determine if revisions are necessary to comply. The Board should then consider whether it desires to adopt regulations regarding display of signs and flags, or vegetation removal.

2. MEETINGS; OWNER AND BOARD EDUCATION

Notice of owners' meetings must now be posted in a conspicuous place, and associations are encouraged to post notices and agendas on a website.

The association is required to adopt written policies regarding the conduct of meetings. A form of such policy is attached to this memorandum for the Board's review and approval.

Contested board elections must now be conducted by secret ballot, and, at the request of 20% of unit owners in attendance at the meeting in person or by proxy, any other vote must be taken by a secret ballot.

In addition, associations are required to offer to their owners, at least annually and free of charge, education as to the general operation of the association and the rights and responsibilities of owners, the association and the board under Colorado law. We recommend that this education be offered in connection with the annual meeting of owners, for a short time either before or after the meeting.

The Association may, but is not required to, reimburse Board members for expenses incurred in attending seminars on responsible governance of owners' associations.

Action Items: Board review and adopt Meeting Policy (attached).
Schedule owner education in connection with annual meetings.

3. DISCLOSURES; ASSOCIATION RECORDS

If the association's address, designated agent, or management company changes, within 90 days after such change the association shall make updated information readily available at no cost to owners at their convenience, either by posting on an internet web page, maintenance of a literature table or binder at the association's principal place of business, or by mail or personal delivery: (i) the name of the association and its physical address and phone number; (ii) the name of the association's manager and its physical address and phone number; and (iii) the date and reception number for recording of the association's declaration.

In addition, within 90 days after the end of each fiscal year, the association must make the following information readily available at no cost to owners at their convenience, either by posting on an internet web page, maintenance of a literature table or binder at the association's principal place of business, or by mail or personal delivery: (i) the commencement date of the association's fiscal year; (ii) the association's operating budget for the current fiscal year; (iii) a list of current regular and special assessments by unit type; (iv) annual financial statements for the immediately preceding fiscal year; (v) the results of the most recent available financial audit or review; (vi) a list of all association insurance policies, including company names, policy limits and deductibles, additional named insureds and expiration dates of the policies; (vii) the association's

articles of incorporation, bylaws, and rules and regulations; (viii) the minutes of board of directors/ executive board and member meetings for the immediately preceding fiscal year; and (ix) the policies of the association adopted pursuant to CRS § 38-33.3-209.5 (see "POLICIES" section below).

Further, the association must keep the following permanent records: (a) minutes of all meetings of unit owners and all actions taken by the owners by written action or ballot in lieu of a meeting; (b) minutes of all meetings of the board of directors/ executive board and all actions taken by the board by written action or ballot in lieu of a meeting; (c) records of all actions of committees of the board in place of the board on behalf of the association; (d) all waivers of notices of meetings of owners and of the board or any committee of the board; (e) a record of unit owners in a form that permits preparation of a list of the names and addresses of all owners, showing the number of votes each unit owner is entitled to vote; (f) the articles of incorporation, bylaws, declaration and/or covenants of the association; (g) resolutions adopted by the board; (h) all written communications within the past three (3) years to unit owners as unit owners; (i) a list of the names and addresses of the current directors and officers of the association; (j) the association's most recent annual report, if any; and (k) all financial audits or reviews during the preceding three (3) years. The records described in this paragraph must be kept in written form or in another form capable of conversion into written form within a reasonable time, and must be reasonably available for examination and copying by an owner or such owner's authorized agent. To be reasonably available, the records must be available during normal business hours upon five (5) business days' notice, to the extent that: (x) the request is made in good faith and for a proper purpose; (y) the request describes with reasonable particularity the records sought and the purpose of the request; and (z) the records are relevant to the purpose of the request.

Action Items: Adopt policy for inspection and copying of records
 Review records and retention policy with manager to confirm compliance

4. AUDIT OR REVIEW

The books and records of the association must be audited (using generally accepted auditing standards) or reviewed (using statements on standards for accounting and review services) at the discretion of the board of directors/ executive board or as described below. An audit is required only if (i) the association has annual revenues or expenditures of at least \$250,000.00, AND (ii) an audit is requested by owners of at least one-third of all units within the association. A review is required only upon request by owners of at least one-third of all units within the association. A person conducting a review need not be a CPA, but shall have at least a basic understanding of the principles

of accounting as a result of prior business experience, education above the high school level, or bona fide home study. Copies of any audit or review must be made available upon request to owners no later than thirty (30) days after its completion.

5. CONFLICTS OF INTEREST; STANDARD OF CARE

CCIOA now makes clear that the provisions of the Colorado Revised Nonprofit Corporation Act apply to directors' conflicting interest transactions. A "conflicting interest transaction" is defined as "[a] contract, transaction or other financial relationship between a[n] [association] and a director of the [association], 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 officer or has a financial interest". In the event of a conflicting interest transaction, the director should clearly disclose the material facts of the conflicting interest transaction at the first board meeting at which the matter is to be discussed. Thereafter, however, the director may participate in discussion of the matter and may vote on the matter. In addition, even if the provisions of the conflicting interest transaction statute are not followed, the transaction is not void or voidable by the association if: (i) the conflicting interest transaction is disclosed to or known by the board, and the transaction is approved or ratified by the affirmative vote of a majority of the disinterested directors; or (ii) the conflicting interest transaction is disclosed to or known by the members of the association entitled to vote thereon, and the transaction is approved or ratified by the affirmative vote of such members; or (iii) the conflicting interest transaction is fair as to the association.

In all events, the directors should exercise due care in their actions taken as a director, but CCIOA makes clear that if a director is not appointed by the declarant, but rather elected by the owners (as all Timber Springs Executive Board members are, they are not liable for actions taken or omissions made in the performance of such director's duties except for wanton and willful acts or omissions. Notwithstanding the foregoing, with regard to investment of reserve funds of the association, officers and directors are to discharge such duties (a) in good faith; (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) in a manner the director or officer reasonably believes to be in the best interest of the association.

The Board must adopt a written policy relating to Board members' conflicts of interest. A form is attached for the Board's consideration.

Action Item: Adopt conflict of interest policy.

6. RESPONSIBLE GOVERNANCE POLICIES

The association is required to adopt certain written policies, procedures and rules and regulations relating to certain matters. Several of these have been discussed in previous sections, but are repeated here for completeness. A copy of a proposed policy, for consideration by the Board, is attached to this memorandum:

- Conduct of Meetings
- Inspection and copying of association records
- Handling of conflicts of interest relating to Board members
- Enforcement of covenants and rules, including notice and hearing procedures and a schedule of fines
- Investment of reserve funds
- Procedures for the adoption and amendment of policies, procedures and rules
- Procedures for addressing disputes between the association and unit owners

Action Item: Review drafts of the various policies, provide input to revise same for this association, and adopt all.

TIMBER SPRINGS PROPERTY OWNERS ASSOCIATION
EXECUTIVE BOARD
RESOLUTION
DISPUTE RESOLUTION

_____, 2007

The Executive Board of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association related to Dispute Resolution is hereby adopted and ratified:

1. Intent to Avoid Litigation. The Association, its officers, directors and committee members, all persons subject to the Declaration including Owners, and any person not otherwise subject to the Declaration who agrees to submit to this Policy (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving Timber Springs Property Owners Association, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described herein ("Claims") shall be resolved using the procedures set forth below in lieu of filing suit in any court.

2. Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Association Documents, or the rights, obligations and duties of any Bound Party under the Association Documents shall be subject to the provisions of this Section. Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Section:

a. Any suit by the Association against any Bound Party to enforce the provisions of the Declaration relating to Assessments and the collection of Assessments.

b. Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the architectural standards and use restrictions and rules;

c. Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;

d. Any suit in which any indispensable party is not a Bound Party; and

e. Any suit as to which any applicable statute of limitations would expire within 180 days of giving the notice required below.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth below.

3. Mandatory Procedures.

a. Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

i. The nature of the Claim, including the Persons involved and Respondent's role in the Claim;

ii. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

iii. Claimant's proposed remedy; and

iv. That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

b. Negotiation and Mediation.

i. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Executive Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

ii. If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of a reputable and knowledgeable mediation group providing such services in Eagle County, or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the Eagle County, Colorado, area.

iii. If Claimant does not submit a claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

iv. Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that the mediation was to be mediated.

v. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement

Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

c. Final and Binding Arbitration.

i. If the Parties do not agree in writing to a settlement of the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with the rules of arbitration as may be required by the agency providing the arbitrator. The arbitrator shall be a single arbitrator to be appointed by the Parties. If the Parties are unable to agree upon an arbitrator within thirty (30) days of the Claim being submitted to arbitration, the presiding judge of Eagle County, Colorado shall appoint a qualified arbitrator upon application of a Party. No person shall serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Arbitrator Disclosure"). If any Party objects to the service of any arbitrator within fourteen (14) days after receipt of that Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner in which that arbitrator was selected. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons other than Claimant.

ii. This subsection is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

d. Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award including, without limitation, attorneys' fees and court costs.

3. Claim for Damages. Damages alleged or awarded in connection with a Claim shall be limited to actual damages. No punitive, incidental, consequential or other damages shall be claimed or awarded.

4. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration and Bylaws 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, Bylaws, and the law of the State of Colorado governing Timber Springs Property Owners Association.

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.

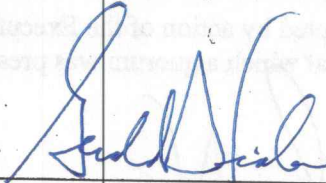
CERTIFICATION

I, the undersigned, do hereby certify:

That I am a duly elected and acting Secretary of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation; and

That the foregoing Resolution was duly adopted by action of the Executive Board of the Association at its meeting held on _____, 2007, at which a quorum was present.

Dated: August 6, 2007.



Gerald Fiala, Secretary

**POLICY OF TIMBER SPRINGS PROPERTY OWNERS ASSOCIATION, INC.
REGARDING 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:** October 1, 2025

RESOLUTION: 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 and any other balances due 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 thirty days 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 or its managing agent shall post payments on the day that the payment is received in the Association's office.
3. Late Charges and Interest on Delinquent Installments. The Association or its managing agent shall impose on a monthly basis a \$25.00 late charge for each Owner who fails to timely pay any assessment within 30 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association or its managing agent shall impose interest from the date due at the rate of 8% per annum on the amount owed for each Owner who fails to timely pay their monthly installment of any assessment within 30 days of the due date.
4. Personal Obligation for Late Charges and Interest. The late charge and interest shall be the personal obligation of the Owner(s) of the Unit for which such assessment or installment is unpaid. All late charges and interest 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 Policy, 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 Policy 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 any assessment is not timely made within 15 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. However, the cost charged to the Owner for any notice or other documentation sent to an Owner via certified mail is limited to the actual cost of the certified mail.
7. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which plan shall be for a minimum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00).

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within thirty (30) days after the Association or its managing agent has provided the Owner with a written offer to enter into a repayment plan, the Owner either declined the repayment plan; or after accepting the repayment plan, failed to pay at least

three (3) of the monthly installments within fifteen (15) days after the monthly installments were due.

If the Owner does not confirm written acceptance of the repayment plan within thirty (30) days after the Association or its managing agent has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment 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.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

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, within any limitations pursuant to Colorado law. 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. The Association may prohibit the Owner from accessing any online payment portal 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 assessments owed, then to 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 Policy.
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 Management Company 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. This First Notice shall be sent by regular first class mail.

- (b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Management Company 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. The Association's notice, at a minimum shall include 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, which copy of the ledger must be provided to the Owner no later than seven business days after receipt of the Owner's request.
 - (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, the sale of the Owner's unit at auction to pay delinquent assessments, which could result in the Owner losing some or all of the Owner's equity in the unit or other remedies available under Colorado Law including revoking the Owner's right to vote if permitted in the Bylaws or Declaration.
 - (v) The availability of, and instructions on how to access, free online information through the HOA Information and Resource Center relating to the collection of assessments by an association, including the Association's ability to foreclose an association lien for unpaid assessments and force the sale of the Owner's home, and the availability of online information from the Federal Department of Housing and Urban Development concerning credit counseling before foreclosure that may be accessed through a link on the Department of Local Affairs' website.
 - (vi) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure.

- (vii) Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.
 - (viii) Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, Bylaws, Covenants, or other governing documents of the Association.
- (c) This Second Notice will be provided to the Owner or the Owner's designated contact in the following manners:
 - (i) Certified mail, return receipt requested; and
 - (ii) By two of the following manners:
 - i. Telephone call to a telephone number that the Association has on file because the Owner or the Owner's designated contact has provided the number to the Association. If the Association attempts to contact the Owner or designated contact by telephone but is unable to contact the Owner or the Owner's designated contact, the Association shall, if possible, leave a voice message for the Owner or the Owner's designated contact; or
 - ii. Text message to a cellular number that the Association has on file because the Owner or the Owner's designated contact has provided the cellular number to the Association; or
 - iii. Email to an email address that the Association has on file because the Owner or the Owner's designated contact has provided the email address to the Association.
 - iv. However, if the Owner or the Owner's designated contact has not provided a telephone number, cellular number, or email address to the Association, then this requirement of Section 10(c)(ii) shall be satisfied by sending this Second Notice via regular mail.
- (d) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the Management

Company shall turn the account over to the Association's attorney for collection.

Any collection account referred to an attorney for collections shall first 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, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel 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, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

In addition to the steps outlined above, even after the Owner has been sent to the attorney for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized list of all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly notice shall be sent by first-class mail. The monthly notice shall also be sent by email if the Association has an email address for the Owner.

This monthly notice shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language.

If the Owner has identified a designated contact, this notice shall be sent to both the Owner and a copy sent to the designated contact.

This notice may not contain additional legal fees and legal costs that have been incurred by the Association but have not yet been posted to the ledger. As such, the Owner is required to communicate with the collection attorney to obtain the most up to date balance.

11. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.
12. 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 due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	Thirty days after due date
First Notice (notice that late charges and interest have accrued)	Any time after 30 days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association and the availability of a payment plan if applicable)	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 may consult with the Association or its managing agent as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association or its managing agent shall furnish to an Owner or such Owner's designee upon the Owner's or designee's written request to the Association, made via first class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner's property at no charge and delivered personally or by certified mail, first class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

14. 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, Management Company shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.
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 Management Company, 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. Judicial Foreclosure. The Association may choose to foreclose on its lien in addition to attempting to sue an Owner for a money judgment, subject to the provisions of Colorado law. 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. 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.

The Association 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.

The Association may not foreclose on an Owner's Unit if the debt securing the lien consists only of one or both of the following:

- (a) Fines that the Association has assessed against the Owner as a result of covenant violations; or
- (b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a Unit has been foreclosed on by the Association, the Unit shall not be purchased by any of the following categories of persons or companies, who are currently or have been at any time during the 5 years prior to the foreclosure sale:

- (i) a member of the Board of Directors;
- (ii) an employee of the Association's management company representing the Association;
- (iii) an employee of the law firm representing the Association;
- (iv) an immediate family member of any of the foregoing individuals;
- or
- (v) the Association's management company.

- 18. 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.
- 19. Communication with Owners. As to any communication sent by the Association or the Management company on behalf of the Association pursuant to Paragraph 10 of this Policy, the Association or management company on its behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. If the Owner identifies a designated contact, the Association or its managing agent shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney for collections, all communication will be directly with the Owner until or unless the Owner provides permission directly to the Association's attorney giving permission for the attorney to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association or its managing agent shall send the correspondence and notices in English. If the Owner has notified the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association or its managing agent shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.

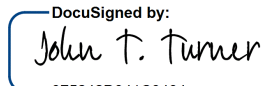
All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney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

20. 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.
21. Defenses. Failure of the Association or its managing agent 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.
22. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
23. 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 Association.
24. 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.
25. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation, certifies 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 October 15, 2025 and in witness thereof, the undersigned has subscribed their name.

**Timber Springs Property Owners Association,
Inc.,** a Colorado nonprofit corporation

By: 
Its: President

**POLICY OF TIMBER SPRINGS PROPERTY OWNERS 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:** October 1, 2025

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 in the community at least three (3) days 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 three (3) days 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 they are 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 their 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 them;
 - (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; and
- (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; and

(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 their 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 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 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; and
- (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. Any action so approved shall have the same effect as though taken at a meeting of the directors.

(d) Executive Sessions.

- (1) 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:

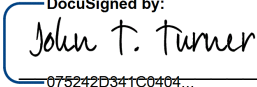
- (A) Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;
 - (B) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 - (C) Investigative proceedings concerning possible or actual criminal misconduct;
 - (D) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a Unit Owner and any referral of delinquency;
 - (E) Review of or discussion relating to any written or oral communication from legal counsel;
 - (F) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.
- (2) 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;
 - (3) 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; and
 - (4) 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 community.
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 Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation, certifies 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 October 15, 2025 and in witness thereof, the undersigned has subscribed their name.

**Timber Springs Property Owners
Association, Inc.,** a Colorado nonprofit
corporation

By: 
Its: President

**POLICY OF TIMBER SPRINGS PROPERTY OWNERS 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:** October 1, 2025

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. Complaints by Owners or residents, member of the Board of Directors, a committee member, or the manager 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.

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. Violation Which Threatens Public Safety or Health. With respect to any violation of the Declaration, Bylaws, Covenants, or other Governing Documents of an Association that the Board of Directors reasonably determines threatens the public safety or health, the Association shall provide the Unit Owner an initial letter (see Paragraph 7 below) of the violation informing the Unit Owner that the Unit Owner has seventy-two (72) hours to cure the violation or the Association may fine the Unit Owner.
 - a. If, after an inspection of the Unit, the Association determines that the Unit Owner has not cured the violation within seventy-two (72) hours after receiving the notice, the Association may impose fines on the Unit Owner every other day, not to exceed five hundred dollars (\$500.00), and may take legal action against the Unit Owner for the violation.
 - b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(I).
 - i. That the Unit Owner will not be further fined with regard to the violation; and
 - ii. Of any outstanding fine balance that the Unit Owner still owes the Association.
5. Violation Which Does Not Threaten Public Safety or Health. If an Association reasonably determines that there is a violation of the Declaration, Bylaws, Covenants, or other Governing Documents of the Association, other than a violation that threatens the public safety or health, the Association shall, provide a warning letter (see Paragraph 6) regarding the violation to the Owner and providing

up to ten (10) days to cure the violation. Upon expiration of the initial cure period, if the violation continues to exist, the Association shall provide an initial letter (see Paragraph 7 below) regarding the violation and informing the Unit Owner that the Unit Owner has thirty (30) days to cure the violation. Upon expiration of the initial thirty (30) days, the Association, after conducting an inspection and determining that the Unit Owner has not cured the violation, may fine the Unit Owner.

- a. Process to Cure Violation. If a Unit Owner cures the violation within the cure period afforded the Unit Owner, the Unit Owner may notify the Association of the cure and, the Unit Owner sends notice to the Association with visual evidence that the violation has been cured, the violation is deemed cured on the date that the Unit Owner sends the notice. If the Unit Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.
- b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for:
 - i. That the Unit Owner will not be further fined with regard to the violation; and
 - ii. Of any outstanding fine balance that the Unit Owner still owes the Association.
- c. Failure to Cure Violation by Unit Owner. If the Association does not receive notice from the Unit Owner that the violation has been cured, the Association shall inspect the unit within seven (7) days after the expiration of the initial thirty (30) day cure period to determine if the violation has been cured. If, after the inspection, the Association determines that the violation has not been cured, the Association may impose a fine, not to exceed five hundred dollars (\$500.00) per violation, pursuant to Paragraph 9

below. A second letter pursuant to Paragraph 8 shall provide an additional thirty (30) day period to cure.

- d. The Association may take legal action pursuant to this section if the two (2) thirty (30) day periods described above have elapsed and the violation remains uncured.
6. Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Unit Owner. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence.
7. Initial Letter. If the violation has not been cured following the warning letter, an initial letter shall be sent to the Unit Owner. The letter must be sent via certified mail, return receipt requested if not a public safety or health threat. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence. The letter shall provide a Fine Notice as set forth in Paragraph 9.
8. Second Letter. If the alleged violation is not resolved within thirty (30) days of the initial letter, this will be considered a second violation for which a fine or legal action may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the Unit Owner, and shall include a Fine Notice as set forth in Paragraph 9.
9. Fine Notice. The letter(s) shall further state that the Unit Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on the initial or second letter pursuant to Paragraph 7 and Paragraph 8. On a violation that is a safety/health violation since the letter only provides seventy-two (72) hours to cure, any request for a hearing will be after that period runs but the hearing has to be prior to any fines being applied.

10. Notice of Hearing. If a hearing is requested by the Unit Owner, 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 fifteen (15) days prior to the hearing date.
11. 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.
12. 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. Neither the Complainant nor the Unit Owner or alleged Violator are required to attend 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. Hearings will be held in executive session pursuant to C.R.S. 38-33.3-308(4)(e). The Impartial Decision Maker shall, within a reasonable time, not to exceed fifteen (15) days, render its written findings and decision, and impose a fine, if applicable.
13. Failure to Timely Request Hearing. If the Unit Owner fails to request a hearing pursuant to Paragraph 9, 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 Unit Owner may be assessed a fine pursuant to these policies and procedures.

14. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Unit Owner within fifteen (15) days of the hearing, or if no hearing is requested, within fifteen (15) days of the final decision.
15. Fine Schedule for Violations that do Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do threaten public safety or health:

First Notice

Initial Letter (§7)

After a Unit Owner has failed to cure a violation which threatens public safety or health within seventy-two (72) hours of being provided written notice of such violation, the Association may fine the Unit Owner fifty dollars (\$50.00) every other day until the violation is cured and may turn over to an attorney to file suit. Any fine notice shall notify the Unit Owner that failure to cure may result in a fine every other day and only one hearing shall be held.

16. Fine Schedule for Violations that do not Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do not threaten public safety or health. The total amount of fines imposed per violation may not exceed five hundred dollars (\$500.00):

First notice of violation

Warning letter

Up to ten (10) days to comply

No fine

Second notice of violation

Initial Letter (§7)

(of same covenant or rule)

\$100.00

Thirty (30) days to comply

Third notice of violation

Second Letter (§8)

(of same covenant or rule)

\$400.00

Additional thirty (30) days to comply

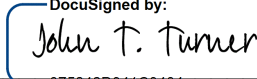
The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two (2) thirty (30) day periods described above have expired.

17. 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 violation being resolved and staying in compliance with the Articles, Declaration, Bylaws or Rules.
18. 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.
19. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
20. 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.
21. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation, certifies 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 October 15, 2025 and in witness thereof, the undersigned has subscribed their name.

**Timber Springs Property Owners
Association, Inc.,** a Colorado nonprofit
corporation

By: 
Its: President

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**POLICY
OF
TIMBER SPRINGS PROPERTY OWNERS 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. 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:** October 1, 2025
- 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 lot 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 the requesting Owner's assessment account for their lot;
- (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;
- (z) A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the Association in connection with the purchase or sale of a Lot and are not paid for through assessments, including transfer fees, record change

fees, and the charge for status letter or statement of assessments due; and

- (aa) All documents included in the Association's annual disclosures made pursuant to Section §38-33.3-209.4.

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 lot 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 their express written consent to disclose their email address or phone number, the Association may publish that information to other Owners or residents. If the Owner or resident

revokes their 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 their 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 regular business hours at the principal office of the Association; 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.

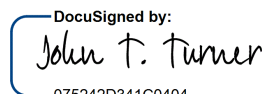
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit 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 Timber Springs Property Owners Association, 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 October 15, 2025 and in witness thereof, the undersigned has subscribed their name.

**Timber Springs Property Owners
Association, Inc.,** a Colorado nonprofit
corporation

By: 
Its: President

TIMBER SPRINGS PROPERTY OWNERS ASSOCIATION
EXECUTIVE BOARD
RESOLUTION

**AMENDED AND RESTATED POLICY FOR INVESTMENT OF RESERVE FUNDS AND
PERFORMANCE OF RESERVE STUDY**

October 1, 2025

The Executive Board of Timber Springs Property Owners, Association, Inc., a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Amended and Restated Policy of the Association ("Policy") related to Investment of Reserve Funds and Performance of Reserve Study is hereby adopted and ratified and replaces in its entirety any policy governing investment of reserve funds previously adopted by the Association:

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

2. Purpose of the Reserve Fund. The purpose of the reserve fund ("Reserve Fund") shall be to responsibly fund and finance the projected repair and replacement of those portions of Timber Springs that the Association is responsible for and for such other funding as the Executive Board may determine. Certain of the portions of Timber Springs that the Association is responsible for typically have limited but reasonably predictable useful lives.

3. Investment of Reserves. The Executive Board 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 and ensure the preservation of the Reserve Fund's principal.

(b) *Liquidity and Accessibility*. Structure maturities to ensure 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. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.

5. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a ladder investment approach.

6. Independent Professional Investment Assistance. The Executive Board of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.

7. 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.

8. Reserve Study. In order to determine funding of the Reserve Fund, the Executive Board may determine, with the assistance and advice of professionals if so requested by the Executive Board, the life expectancy of those portions of Timber Springs 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"). Although it shall have no obligation to cause a Reserve Study to be prepared at all, the Executive Board may cause a Reserve Study to be prepared at such time as is determined in the sole discretion of the Executive Board. The Reserve Study shall be based on a physical analysis and financial analysis. Any Reserve Study may be conducted internally by the Association.

9. Funding Plan. In the event a Reserve Study recommends any work, the funding plan for such work shall be as determined by the Board in the exercise of its business judgment and with regard to the recommendations of the Reserve Study. The Reserve Fund is the projected source of funding for any work recommended by the Reserve Study. The Reserve Fund shall be funded through regular assessments and, when necessary, special assessments levied by the Association.

10. Review of Reserve Study. The Executive Board shall cause the Reserve Study, if any, and reserve funding to be reviewed and updated periodically, to adjust and make changes in costs, inflation and interest yield on invested funds, plus modification, addition or deletion of components.

11. Standard of Conduct. With regard to the investment of the Reserve Fund, the officers and Directors of the Association shall discharge such persons' duties as a Director or officer:

- a. In good faith;
- b. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- c. In a manner the Director or officer reasonably believes to be in the best interests of the Association.

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

13. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration, Bylaws, and the law of the State of Colorado governing the Association.

14. 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.

CERTIFICATION

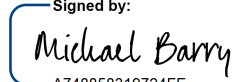
I, the undersigned, do hereby certify:

That I am a duly elected and acting Secretary of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation; and

That the foregoing Resolution was duly adopted by action of the Executive Board of the Association at its meeting held on October 15, 2025, at which a quorum was present.

Dated: October 15, 2025.

Signed by:

A748858319724FE...

Michael Barry, Secretary

**POLICY OF TIMBER SPRINGS PROPERTY OWNERS ASSOCIATION, INC.
REGARDING REGISTRATION OF PHONE NUMBER AND EMAIL ADDRESS**

SUBJECT: Registration of phone number and email address pursuant to Colorado law.

PURPOSE: To provide a policy and procedure by which owners and their designated contacts, if applicable, are requested to register their phone number and email addresses for notification purposes pursuant to C.R.S. §38-33.3-209.5 of the Colorado Common Interest Ownership Act (the "Act").

AUTHORITY: The Declaration, Bylaws, Articles, and the Act.

**EFFECTIVE
DATE:** October 1, 2025

RESOLUTION: The Association gives notice of its adoption of the following Policy and Procedure ("Policy") pursuant to which Owners and their designated contacts, if applicable, are requested to register their phone number and email address with the Association for notification purposes pursuant to the Act. The Policy is as follows:

1. Definitions. Unless otherwise defined below, capitalized terms shall have the meanings set forth in the Act and/or Declaration as applicable.
 - (a) "Owner" shall have the same meaning as in the Declaration.
 - (b) "Designated Contact" means a person that an Owner identifies to the Association to serve as a designated contact for the Owner to be contacted on the Owner's behalf for purposes of compliance with C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act.
 - (c) "E-Mail Address" means an electronic mail address.
 - (d) "Cellular Number" means a mobile number or cell phone number assigned to a mobile device that enables communication through cellular networks, including the ability to send and receive Text Messages.

- (e) “Text Message” means a written message sent from one cellular phone to another.
- 2. Compliance with the Act. As part of its procedures for collecting unpaid assessments, the Act requires the Association to contact the delinquent Owner or their Designated Contact, by two of the following means:
 - (a) Telephone call to a telephone number that the Association has on file because the Owner or Designated Contact provided that number to the Association;
 - (b) Text Message to a Cellular Number that the Association has on file because the Owner or Designated Contact has provided the cellular number to the Association;
 - (c) E-Mail to an E-Mail Address that the Association has on file because the Owner or Designated Contact has provided the e-mail address to the Association.

The Act further provides that if the Owner or Designated Contact has not provided a telephone number, cellular number, or email address, the Association may satisfy this contact requirement via regular mail.

- 3. Registration of Phone and Email Address. Each Owner and their Designated Contact, if applicable, are requested to register their Cellular Number, telephone number (if different from Cellular Number), and E-Mail Address with the Association using any reasonable registration method adopted by the Association. The Association shall periodically request this information from each Owner and their Designated Contact, if applicable, and shall maintain it in the Association’s records.

All contacts intended to be made by the Association to comply with C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act, will be made using the registered Cellular Number, telephone number, and E-Mail Address provided by the Owner or their Designated Contact.

If the Association attempts to contact the Owner or their Designated Contact by telephone but is unable to do so, the Association shall, if possible, leave a voice message for the Owner or Designated Contact.

4. Update of Contact Information. It is the responsibility of the Owner and their Designated Contact, if applicable, to keep their Cellular Number, telephone number, and E-Mail Address current with the Association using the registration method adopted by the Association.

Further, should the Association receive a response indicating an invalid number, blocked recipient, disconnected phone, etc., the Association shall not be required to seek any new valid information from the Owner or their Designated Contact. In such case, the Owner acknowledges that the Association is unable to provide the notice required pursuant to C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act.

5. Request for Contact Information Before Initiating Foreclosure. If required by Colorado law and if the Association does not already have the information, prior to sending a notice of intent to foreclose on a property, the Association shall request from the Owner or the Owner's Designated Contact, a telephone number for phone calls, a cellular number for texts, and an email address for emails.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation, certifies 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 October 15, 2025 and in witness thereof, the undersigned has subscribed their name.

**Timber Springs Property Owners
Association, Inc.,** a Colorado nonprofit
corporation

By: _____
Its: President