

"FOUR MILE VILLAGE RECREATIONAL ASSOCIATION"

RULES & REGULATIONS

**RULES & REGULATIONS
for Four Mile Village Recreational Association
(Keep in a safe place for future reference)**

**Wehner Property Management Company
280 S. Madison Street
Denver, CO 80209
(303) 320-8517**

**RESOLUTION
OF THE
FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR VEHICLE PARKING**

SUBJECT: Adoption of a policy and procedure for the parking of vehicles within the community.

PURPOSE: To adopt a standard policy and procedure to follow regarding the parking of vehicles.

AUTHORITY: The Declaration of Covenants, Conditions and Restrictions for Four Mile Village Recreational Association, Inc. ("Declaration"), Amended and Restated Bylaws of Four Mile Village Recreational Association, Inc. ("Bylaws"), Articles of Incorporation of Four Mile Village Recreational Association, Inc. and Colorado law.

**EFFECTIVE
DATE:**

AUGUST 1, 2017

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

The following policy has been adopted by the Four Mile Village Recreational Association, Inc. (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

1. **Right to Regulate Recreational Area** – Pursuant to Article VII, Section 2 of the Declaration, the Board of Directors has the right to adopt rules and regulations over the Recreational Area, which would include any parking spaces located within such area. Recreational Area parking locations are identified as follows: All streets North, East and South sides of the entire complex, including all parking spaces on the east side of building Three, all parking spaces east of the Tennis Court, all parking spaces east of the clubhouse, and all parking spaces east of building Ten ("Recreational Parking Locations").
2. **Resident Parking Permits and Guest Passes** – After adoption of this parking policy Wehner Property Management (the "Management Company"), will issue a total of TWO (2) Resident Parking Permits and TWO (2) Guest Passes per Condominium or Townhouse Unit. Upon transfer or sale of a Unit, the existing Resident Parking Permits and Guest Passes for that Unit will be voided/no longer valid with the towing company as of the closing date. New valid Resident Parking Permits and Guest Passes will be registered with the towing company and issued to the new Unit Owner by the Management Company. Resident Parking Permits must be displayed at all times from the

rear view mirror clearly visible to all employees of the Towing Company. All Guest Passes must be displayed at all times from the rear view mirror clearly visible to all employees of the Towing Company and all Association representatives.

- a. Guest Passes - A vehicle bearing a Guest Pass may only park within the Recreational Parking Location for up to 24 consecutive hours. Vehicles will be subject to towing if the vehicle remains in the same parking space for more than 24 hours.
- b. Resident Parking Permits – Resident Parking Permits are only to be used by Unit Owners/Registered renters (whoever Resides In the Unit). A vehicle bearing a Resident Parking Permit may park regularly within the Recreational Parking Locations, on a first-come/first-serve basis, subject to and as provided under the existing governing documents of the Association.
- c. Replacement Resident Parking Permits/Guest Passes – In the event of a lost, stolen, or damaged Resident Parking Permit or Guest Pass, it is the Unit Owner's responsibility and obligation to notify the Management Company, in writing, of the loss and to request a replacement. The fee for a replacement Parking Sticker or Guest Pass is \$50.00. Any and all replacement fees are at the Unit Owner's expense. Replacement fees are to be prepaid and received concurrent with or before a replacement will be issued.

3. **Recreational Parking Locations Restrictions –**

- a. The parking spaces within the Recreational Parking Locations are reserved for those vehicles displaying a valid Resident Parking Permit or Guest Pass. Vehicles bearing the appropriate permit or pass may be parked in any spaces within the Recreational Parking Locations. Vehicles that do not have a valid Resident Parking Permit or Guest Pass displayed will be subject to towing and any other remedies available to the Association.
- b. Resident Parking Permits and Guest Passes will not be issued for boats, trailers, motor homes, equipment, wrecked cars, tractors, unlicensed vehicles, abandoned, inoperable, or disabled vehicles. Only 1 single motor vehicle, including but not limited to motor cycles, may be parked in any marked space.
- c. If a resident (whether Owner or Registered renter) has rented the clubhouse for an event, that resident must notify the Management Company, in writing, of the date and time of the event and number of

guests expected to attend. With proper written notice to the management company, no towing will be done on that day.

- d. If a resident (whether Owner or Registered renter) is hosting guests at their Unit for an extended period of time, not to exceed 2 weeks, the resident must contact the Management Company, in writing, in advance for a special guest pass.
4. **Vendor/Contractor Parking** – Owners or registered renters are responsible for notifying the Management Company, in writing, if a vendor or contractor will be parked in the Recreational Parking Locations for longer than 2 consecutive hours in order to obtain a special guest pass. If an Owner or Registered renter has not notified the Management Company, the Association shall be entitled to tow the subject vehicle pursuant to Section 6 below.
5. **Towing** - The Association may cause to be towed any vehicle parked in violation of this Parking Policy. The Association has contracted with Wyatt's Towing to Patrol and Tow daily. The Towing Company will TICKET any vehicle with expired tags, that has no plates, is inoperable, has a flat tire, is abandoned, has not been moved in 15 days, or has no tags on license plate. A written notice of intent to tow shall be conspicuously posted on the vehicle by Towing Company, including the date and time posted. If the vehicle is not removed within 72 hours of the posted notice or as specified otherwise on the notice posted on the vehicle, the Association shall be entitled to tow the subject vehicle. The Unit Owner/Registered renter and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

Notwithstanding the above, the Towing Company will IMMEDIATELY TOW, WITHOUT NOTICE, any vehicle that is parked in a fire lane, is blocking emergency access, has no visible FMV parking permit or FMV guest pass, is not allowed on property, is parked on grass or landscaping, is parked in a marked no parking area, is double parked, any RV's, trailers, boats, construction and commercial vehicles and trailers, unless engaged in transport to or from a building, any vehicle not in a designated parking area, any vehicle considered a safety or hazard violation, any vehicle blocking emergency access or egress to the Community. The vehicle will be towed immediately and the Unit Owner/Registered renter of the Unit and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

6. **Emergency Vehicle Parking** - Notwithstanding any covenant, rule or regulation to the contrary, including this policy, any Emergency Vehicle as defined by CRS 38.33.3-106.5 and Section 12 below, may be parked by the Owner or registered renter within the Recreational Parking Locations. While

parked, the Emergency Vehicle shall not obstruct emergency access or interfere with the reasonable needs of other unit owners to use the streets and driveways within the community, as determined by the Board of Directors.

7. **Recreational, Oversized and Trailer Parking** - No Recreational Vehicles, Oversized Vehicles, or Trailers (including but not limited to camping trailers, boat trailers, and hauling trailers), as defined in Section 12 below, shall be parked anywhere within the Recreational Parking Locations.
8. **Violations** - In addition to the towing authority specified above, any violation of this Parking Policy may result in a fine, after notice and an opportunity for a hearing pursuant to the Association's Enforcement Policy.
9. **Definitions** - Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. **Supplement to Law** - The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
11. **Deviations** - The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. **Definitions** -
 - A. **Emergency Vehicle** - A motor vehicle that meets all of the following criteria:
 - a. The vehicle is required by an Owner or Resident's employer to be parked at the Owner or Resident's residence as a condition of the Owner or Resident's employment; and
 - b. The vehicle has a gross weight of ten thousand pounds or less; and
 - c. The vehicle is used by an Owner or Resident who is a member of a volunteer fire department or employed as an Emergency Service Provider; and
 - d. The vehicle bears an official emblem or other visible designation of the Emergency Service Provider.If requested by the Association, an Owner or Resident shall provide proof, in a means acceptable to the Board of Directors, of qualification of a vehicle under the above definition.
 - B. **Emergency Service Provider** - A primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services. Providers of water, electricity, gas, phone and communication services are specifically excluded from the definition of Emergency Service Provider.

boats, water bikes, all-terrain vehicles, dirt bikes, motor bikes, campers, motor coaches, trailers, vehicles containing cooling and/or bathroom facilities, golf carts and equipment/accessories thereto.

- D. Abandoned or Inoperable Vehicles – Any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer, or which does not have an operable propulsion system installed therein, or which is not then currently licensed and registered.

13. Amendment - This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

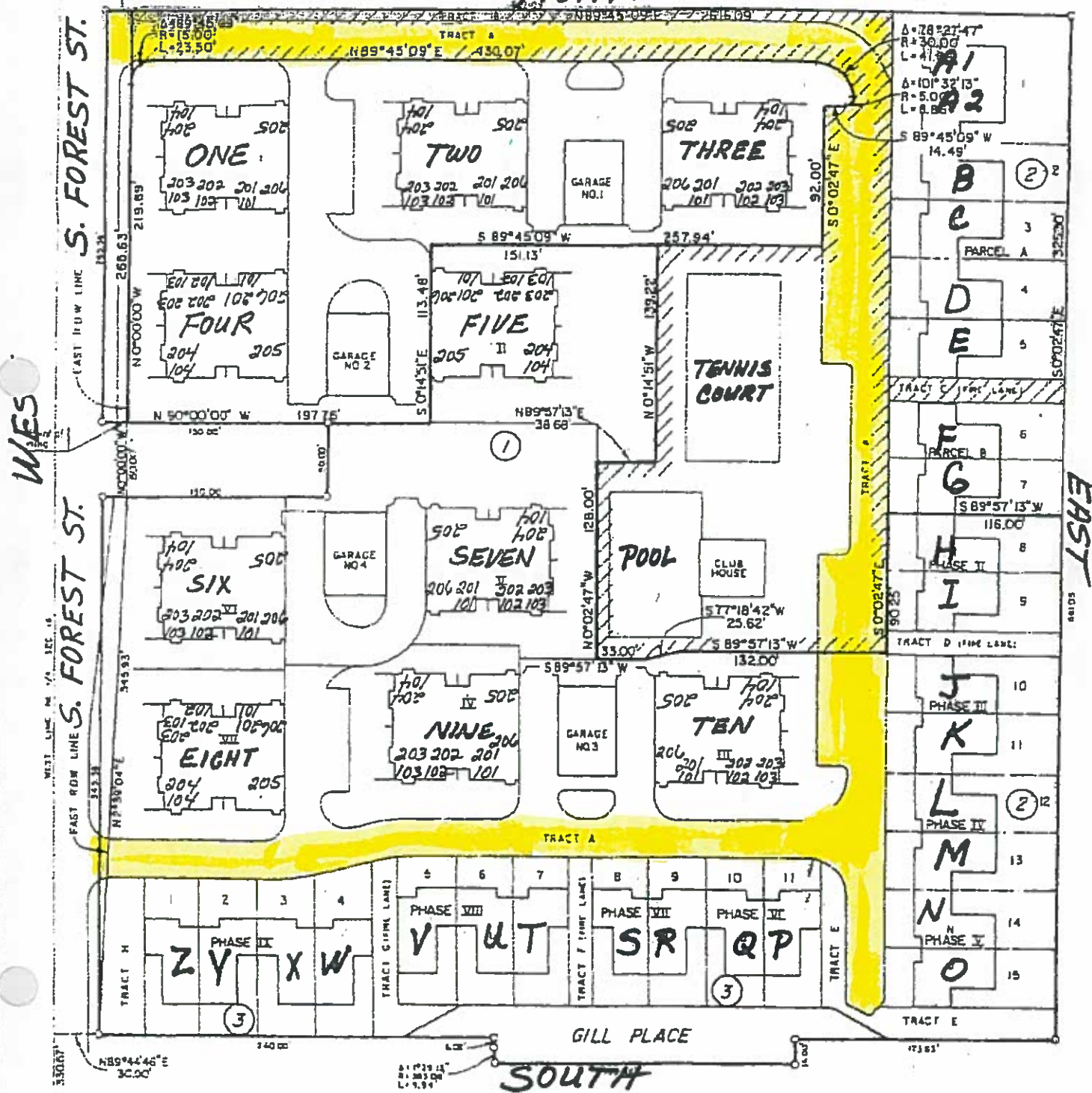
CERTIFICATION: The undersigned, being the President of the Four Mile Village Recreational Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on May 11, 2017, and in witness thereof, the undersigned has subscribed his/her names.

**FOUR MILE VILLAGE
RECREATIONAL ASSOCIATION, INC.**
a Colorado non-profit corporation,

By: Robert George
Robert George, President

C-565

NORTH



**RESOLUTION
OF THE
FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.
REGARDING PROCEDURES FOR ADOPTION OF POLICIES, PROCEDURES,
RULES, REGULATIONS, OR GUIDELINES**

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

PURPOSE: To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association and to afford Owners an opportunity to provide input and comments on such Policies prior to adoption.

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

**EFFECTIVE
DATE:** January 1, 2014

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

1. Scope. The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to 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 10 days to provide comment and/or feedback on the proposed Policy. In addition, the adoption of every Policy shall 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 at the meeting 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. Policy Book. The Board of Directors shall keep copies of any and all adopted Policies in a book designated as a Policy Book. The Board of Directors may further categorize Policies, Procedures, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.
- 7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- 8. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of

the Declaration and the law of the State of Colorado governing the Project.

9. 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.
10. Amendment. This Procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Association certifies that the foregoing resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors held on 11/14/13 and in witness thereof, the undersigned has subscribed his/her name.

**FOUR MILE VILLAGE RECREATIONAL
ASSOCIATION, INC.**

By:

Beverly Chalmer
President

**RESOLUTION
OF
FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURES FOR COLLECTION OF UNPAID
ASSESSMENTS**

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

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

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

**EFFECTIVE
DATE:**

January 1, 2014

RESOLUTION: The Association hereby adopts the following policy:

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

1. Due Dates. Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the first day of each month. Assessments or other charges not paid in full to the Association when due shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 30 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged

any costs incurred by the Association in giving notice of such acceleration.

2. Receipt Date. The Association shall post payments on the day that the payment is received in the Association's office.

3. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a \$5.00 late charge for each Owner who fails to timely pay his/her monthly installment of the annual assessment within 30 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 18% per annum on the amount owed for each Owner who fails to timely pay their monthly installment of the annual assessment within 30 days of the due date.

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

5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a return check fee, not to exceed \$20.00, shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the

Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment is not timely made within 30 days of the due date.

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

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

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

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

10. Collection Process.

(a) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Management Company shall send a written notice ("First 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 including the following:

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

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

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

(iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection

agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law including revoking the owners right to vote if permitted in the Bylaws or Declaration.

(b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Management Company shall turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorneys may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association's attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.

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

11. 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)	First day of the month due
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First 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 30 days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	Any time after 60 days after due date

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

13. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a \$100.00 fee. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

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, the Management Company shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

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

16. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the 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.

17. 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.

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

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

20. 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.

21. Communication with Owners. All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it

has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

22. 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.

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

24. Credit Report. In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.

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

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

27. 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.

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

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

November 14, 2013.

**FOUR MILE VILLAGE RECREATIONAL ASSOCIATION,
INC.,**
a Colorado nonprofit corporation,

By: Beverly Chalmers, President
Its: President

**RESOLUTION
OF THE
FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.
ADOPTING POLICIES AND PROCEDURES
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

- SUBJECT:** Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.
- PURPOSE:** To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** January 1, 2014
- RESOLUTION:** The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:
1. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.
 2. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.
 3. Definition.
 - (a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and

a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

(b) "Director" means a member of the Association's Board of Directors.

(c) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

4. Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

5. Disclosure of Conflict. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. The interested Director may be present during, but shall not participate in, the discussion and vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

6. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

(a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

(b) The facts about the conflicting interest transaction are disclosed or the Owners entitled to vote on the matter, and

the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

(c) The conflicting interest transaction is fair to the Association.

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

(a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.

(b) No contributions will be made to any political parties or political candidates by the Association.

(c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

(d) No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

(e) No Director shall receive any compensation from the Association for acting as a volunteer.

(f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

(g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

(i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

(j) Any Director convicted of a felony shall voluntarily resign from his/her position.

(k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

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

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

10. 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.

11. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Four Mile Village Recreational Association, Inc. a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 11/14/13 and in witness thereof, the undersigned has subscribed his/her name.

**FOUR MILE VILLAGE RECREATIONAL
ASSOCIATION, INC.**

a Colorado nonprofit corporation,

By:

Beverly Chalman, President
President

**RESOLUTION
OF THE
FOUR MILE VILLAGE RECREATIONAL 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:** January 1, 2014

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

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

2. Complaints.

(a) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated,

when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

(b) Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.

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

4. Initial Warning Letter. If a violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 14 days from the date of the letter to come into compliance. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 12 of this policy. In such event, the procedure outlined in paragraph 12 shall be followed.

5. Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within 14 days of the initial warning letter or any other letter, this will be considered a second or subsequent violation for which a fine may be imposed following notice and opportunity for a hearing. Second and subsequent letters shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter(s) shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 14 days of the date on the violation letter. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a

Repetitious Violation as defined in paragraph 12 of this policy. In such event, the procedure outlined in paragraph 12 shall be followed.

6. Notice of Hearing. If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 14 days prior to the hearing date.

7. Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

8. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners.

After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 10 days, render its written findings and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

9. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 14 days of any letter, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

10. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 10 days of the hearing, or if no hearing is requested, within 10 days of the final decision.

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

First violation Warning letter

Second violation
(of same covenant or rule) \$25.00

Third violation
(of same covenant or rule) \$50.00

Fourth and subsequent
violations
(of same covenant or rule) \$100.00

Fourth and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

12. Repetitious Violations. Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than 1 day, nor more than 90 days, the result of which is a pattern of violations of the same covenant restriction. In the event of such Repetitious Violation, in the discretion of the Board, each instance of noncompliance may constitute a separate violation, and the Board shall not be required to provide a period of 14 days from each violation for the alleged Violator to come into compliance. A warning letter shall be sent for the first violation in the series. After the warning letter, the Board may cause violation notices to be sent for each violation in the series stating the amount of the fine to be imposed (pursuant to the Fine Schedule in paragraph 11), and giving notice and an opportunity for a hearing. The Board shall individually consider each violation for which a hearing is requested, but is permitted to combine any and all hearings requested for Repetitious Violations on one date.

Examples of Repetitious Violations include, but are not limited to repeatedly or continually parking a restricted recreational vehicle in the community or repeated failure to pick up after one's pet. In each one of these examples, the Owner will receive a warning letter on the first instance of the violation. On the second instance of the violation, the owner will receive a \$25 fine letter, and notice and opportunity for a hearing. On the third instance of the violation, the owner will receive a \$50 fine letter and notice and opportunity for a hearing. On the fourth instance of the violation, the owner will receive a \$100 fine letter and notice and opportunity for a hearing. If hearings are requested, the Board may set them all on the same date.

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

14. 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.

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

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

17. 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.

18. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of the Four Mile Village Recreational Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on

11/14/13 and in witness thereof, the undersigned has subscribed his/her name.

**FOUR MILE VILLAGE RECREATIONAL
ASSOCIATION, INC.,**
a Colorado nonprofit corporation,

By:

Beverly Chalmer, President
President

**RESOLUTION
OF THE
FOUR MILE VILLAGE RECREATIONAL 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:** January 1, 2014

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

1. Records for Inspection. The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:
 - (a) Records of receipts and expenditures affecting the operation and administration of the Association;
 - (b) Records of claims for construction defects and amounts received pursuant to settlement of any such claims;
 - (c) Minutes of all meetings of Owners;
 - (d) Minutes of all meetings of Board members (except records of executive sessions of the Board);

- (e) Records of actions taken by the Owners without a meeting;
- (f) Records of actions taken by the Board without a meeting, including written communications and e-mails among Board members that are directly related to the action so taken;
- (g) Records of actions taken by any committee of the Board without a meeting;
- (h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;
- (i) The Association's governing documents which are comprised of:
 - (1) The declaration;
 - (2) The bylaws;
 - (3) The articles of incorporation;
 - (4) Any rules and regulations and/or design guidelines; and
 - (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;
- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by unit type, of the Association's current assessments, including both regular and special assessments;

- (n) The result of the Association's most recent available financial audit or review, if any;
- (o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;
- (p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;
- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;
- (u) Applications from Owners to the Association for architectural or design requests and records of Board or committee actions to approve or deny any such 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) Resolutions adopted by the Board;
- (x) All written communications sent to all Owners generally within the past three years; and
- (y) A record showing the date on which the Association's fiscal year begins.

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

- (a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;
- (b) Contracts, leases, bids or records related to transactions currently under negotiation;
- (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- (d) Records of executive sessions of the Board;
- (e) Individual unit files other than those of the requesting Owners.

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

- (a) Personnel, salary or medical records relating to Individuals;
- (b) Personal identification and account information of Owners, including bank account information, telephone numbers, e-mail addresses, driver's license numbers, and social security numbers.

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

- (a) Making the requested records available for inspection and copying by the Owner within 10 days of the Association's receipt of such written request, which inspection shall be during the regular business hours of 8:00 a.m. to 5:00 p.m. at the office of the current management company; or
 - (b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request; or
 - (c) E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.
- 4. Use of Records. Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:
 - (a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
 - (b) For any commercial purpose; or
 - (c) Sold to or purchased by any person.
- 5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual

cost was less than the deposit, the difference shall be returned to the Owner with the copies.

6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.
7. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
8. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of the Four Mile Village Recreational Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 11/14/13 and in witness thereof, the undersigned has subscribed his/her name.

**FOUR MILE VILLAGE RECREATIONAL
ASSOCIATION, INC.**

a Colorado non-profit corporation,

By: Beverly Chalmers
President President

**RESOLUTION
OF THE
FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.
REGARDING INVESTMENT OF RESERVE POLICY**

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

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

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

**EFFECTIVE
DATE:** January 1, 2014

RESOLUTION: The Association hereby adopts a Policy as follows:

1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.
2. Purpose of the Reserve Fund. The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.
3. Investment of Reserves. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies:
 - (a) Safety of Principal. Promote 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 the highest level 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 Board of Directors 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. Standard of Care. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 11/14/13 and in witness thereof, the undersigned has subscribed his/her name.

**FOUR MILE VILLAGE RECREATIONAL
ASSOCIATION, INC.,**
a Colorado nonprofit corporation,

By: Beverly Chalmer, President
President

**RESOLUTION
OF THE
FOUR MILE VILLAGE RECREATIONAL 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: January 1, 2014

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

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.
 - (a) **Notice.**
 - (1) In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted on the clubhouse bulletin board at least two 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 two days prior to such meeting.
 - (3) If any Owner has requested that the Association provide notice via email and has provided the Association with an email address, the Association shall send notice of all Owner meetings to such Owner at the email address provided as soon as possible after notice is provided pursuant to the Bylaws but in no case less than 24 hours prior to any such meeting.

(b) **Conduct.**

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

- (A) The President of the Association or designee shall chair all Owner meetings.
- (B) All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).
- (C) Any person desiring to speak shall sign up on the list provided at check in and indicate if he/she is for or against an agenda item.
- (D) Anyone wishing to speak must first be recognized by the Chair.
- (E) Only one person may speak at a time.
- (F) Each person who speaks shall first state his or her name and Unit address.
- (G) Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
- (H) Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
- (I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
- (J) Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair, but shall be uniform for all persons addressing the meeting.
- (K) All actions and/or decisions will require a first and second motion.
- (L) Once a vote has been taken, there will be no further discussion regarding that topic.

- (M) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video or otherwise recorded. Minutes of actions taken shall be kept by the association.
 - (N) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.
 - (O) The Chair may establish such additional rules of order as may be necessary from time to time.
- (c) **Voting.** All votes taken at Owner meetings shall be taken as follows:
- (1) Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.
 - (2) Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.
 - (3) Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting.

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

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

(1) All proxies shall be reviewed by the Association's Secretary or designee as to the following:

- (A) Validity of the signature
- (B) Signatory's authority to sign for the unit Owner
- (C) Authority of the unit Owner to vote
- (D) Conflicting proxies
- (E) Expiration of the proxy

2. **Board Meetings.** Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Conduct.**

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

- (A) The President of the Association, or designee, shall chair all Board meetings.
- (B) All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address.
- (C) All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in.
- (D) Anyone desiring to speak shall first be recognized by the Chair.
- (E) Only one person may speak at a time.
- (F) Each person speaking shall first state his or her name and Unit address.
- (G) Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for them.

- (H) Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
- (I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
- (J) Each person shall be given up to a maximum of 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. Minutes of actions taken shall be kept by the Association.
- (L) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the meeting.

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

- (1) The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The Chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The Chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.
- (2) Following Owner input, the Chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand

unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

(c) **Board Action Without a Meeting.**

(1) **Notice of Action Without a Meeting.** Notice of the proposed action must be transmitted in writing to each Director. The notice must contain the following information:

- (A) The action to be taken;
- (B) The deadline (date and time) by which a Director must respond to the written notice;

(C) That failure by a Director to respond by the deadline stated in the notice will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.

(2) **Voting.** By the deadline stated in the written notice, each director may:

- (A) Vote in writing for such action;
- (B) Vote in writing against such action;
- (C) Fail to respond or vote; or
- (D) Demand in writing that the action be taken at a meeting. If any Director demands, by the deadline date, that action be taken at a meeting, action without a meeting is no longer available. The Board must then hold a Board meeting to take action on such matter.

(3) **Effective Date of Action.** Once the deadline stated on the notice has expired, and assuming no Director demands that action be taken at a meeting, the action is deemed effective if at least a quorum of votes are received and at least a majority of such votes are in favor of the action.

(4) **Electronic Communications/Authenticity of Signatures.** All written communications of Directors pursuant to this section may be transmitted or received by facsimile, e-mail, or other form of wireless communication.

The Association may accept any electronic vote received as valid unless it has a reasonable, good faith basis to doubt its validity.

(5) **Minutes/Ratification.** If action is taken pursuant to the above procedures, such action(s) shall be noted in the minutes of the next meeting of the Board and ratified at that time.

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

- (1) Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;
- (2) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (3) Investigative proceedings concerning possible or actual criminal misconduct;
- (4) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (5) Review of or discussion relating to any written or oral communication from legal counsel; and
- (6) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.

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

No rule or regulation shall be adopted during a closed session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session.

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

3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
5. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
6. Amendment. This Policy may be amended at any time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Four Mile Village Recreational Association, Inc. a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 11/14/13 and in witness thereof, the undersigned has subscribed his/her name.

**FOUR MILE VILLAGE RECREATIONAL
ASSOCIATION, INC.,**
a Colorado nonprofit corporation,

By: Beverly Chalman
President

**RESOLUTION
OF THE
FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.
REGARDING RESERVE STUDY POLICY**

SUBJECT: Adoption of a policy related to when the Association will have a reserve study prepared, whether there is a funding plan for the work recommended by the reserve study, and whether the reserve study will be based on a physical analysis and a financial analysis.

PURPOSES: To provide for the creation and review of a reserve study and for the funding of the work recommended by the reserve study.

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

**EFFECTIVE
DATE:** January 1, 2014

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Baseline Reserve Study. The Association has conducted a baseline reserve study with both a physical analysis and a financial analysis as follows:

A. The physical analysis:

- (1) A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component.
- (2) A condition assessment of each component on the component inventory by on-site inspection.
- (3) Estimates of the remaining useful life and replacement costs of each component.

B. The financial analysis:

(1) An analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association per the reserve study.

(2) A future funding plan to meet the requirements of the reserve study.

2. Update of the Reserve Study.

A. The Association shall cause the reserve study, including both the physical and financial analysis, to be evaluated by Board of Directors or an outside specialist periodically to determine increases in replacement costs and decreases in remaining useful lives of the components of the reserve study to adequately address changes to be made to the reserve study. In determining whether an update to the reserve study is needed in any specific year, the Association shall consider the following:

(1) Whether the Association added or replaced any significant common elements.

(2) Whether the common elements sustained extreme wear and tear from harsh weather or lack of maintenance.

(3) Whether local inflation for materials and labor has substantially increased.

(4) Whether the Association has deferred any replacements or moved up replacements from the scheduled dates of replacement.

(5) Whether reserve income and expenses have occurred as planned.

(6) Whether there have been any new technological changes or improved product development that might result in a component change.

B. In determining whether a site visit is required in any given year in order to update the reserve study, the Association shall take into consideration the following:

(1) Any special or extraordinary issues facing the community (such as an increase in roof leaks or other maintenance issues).

- (2) Increased deterioration in any components beyond normal wear and tear.
- (3) Economic changes that affect the replacement cost of any component.
- (4) Whether routine maintenance of the components has been kept up with.

3. Funding of the Reserve Study. The reserve study will be funded through by regular assessments. The reserve fund shall be funded at a level such that the reserve fund shall at all times maintain a positive balance

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 11/14/13, 2013 and in witness thereof, the undersigned has subscribed his/her name.

FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.

By: Beverly Chalmers, President
President

**RESOLUTION
OF
FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)**

SUBJECT: Adoption of a procedure regarding alternative dispute resolution.

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

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

EFFECTIVE DATE: January 1, 2014

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

In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in this Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 1/14/13 and in witness thereof, the undersigned has subscribed his/her name.

**FOUR MILE VILLAGE RECREATIONAL
ASSOCIATION, INC.,**
a Colorado nonprofit corporation



President

October 9th, 2008
Snow Removal

Dear Neighbor,

At the September HOA meetings of the recreation and condo associations snow removal was discussed. The Board is sending this letter to both state and clarify the snow removal policies and procedures.

- Emerald Isle will be called to shovel snow from sidewalks only when the snowfall accumulation reaches 2 inches. *(This has been the policy for several years)*
- Snow will be ploughed from roadways when accumulation reaches 4 inches. *(This has been the policy for several years.)*
- It was further defined that 2 inches or more would be the only time that Emerald Isle would be out to shovel.

We are aware that there are folks that feel that any trace of snow should warrant contract removal, but the cost to our budget is just too great to pay for less than 2 inches to be removed. We discussed the possibility with Emerald Isle that they might individually allow their employees to be contracted to come out to remove less than 2 inches of snow from individual entryway or garage areas of any residents that chose to pay. Should you choose not to use Emerald Isle you are obviously welcome to negotiate with any outside vendor to come do your individual location at your expense, provided that the vendor has adequate General Liability and Workers Comp Insurance. Proof of said coverage must be provided to the Association, through Wehner Property Management.

Second issue is the use of the snowmelt products. Many owners are concerned about the possible damage to wood and stair covers; there is a potential for damage from the snowmelt product, but slipping being more of a concern for many residents we wanted to make it available for those choosing to use it. The decision was made that snow melt would not be used on second story steps and not immediately spread next to the 1st level door entryways due to the problem of tracking the product into homes. Emerald Isle will place the buckets, as in the past, so residents could use the product, if they are concerned about slipping; but Emerald Isle has been directed not to use it on steps and entryways. If you choose not to use the snowmelt, you assume responsibility for slipping and/or falling.

We hope this will help clarify what is happening this coming year so there is less confusion about when you will see removal of snow.

Finally, I would like to add that many able bodied residents have in the past assisted those less mobile, and I personally try to help my neighbors every time I am home and able to assist. I feel that our community has a history of helping one another and possibly we can eliminate some worries for those who are not able to remove snow by offering to help. If you know a neighbor in need and you are not able to help, please let us know so we may be of assistance. I feel that by allowing all residents to know exactly when

Emerald Isle is scheduled to be out to clean our community we can more readily help remove those traces of snow from our less than mobile neighbors.

If you have any questions, please contact Rick Ingraham at Wehner Property Management Company (303) 320-8517 x105.

Sincerely,

Beverly Chalmers

Board President Condo/Rec Boards

FOUR MILE VILLAGE
CONDOMINIUM, RECREATION AND
TOWNHOME ASSOCIATION

RULES AND REGULATIONS HANDBOOK

Revised January 2004

EMERGENCY PROCEDURES

Fire, Police, Ambulance Call 911

Association Emergencies

Gas or electric Call Xcel Energy
303-623-1234

Sewer,
Plumbing, or Call Property Manager
Roof leak 24-hours/day
303-745-2220

PROPERTY MANAGER



**wehner property
management co.**

280 S. MADISON ST.
DENVER, CO 80209
320-8517

TABLE OF CONTENTS

Emergency phone numbers	Inside Front Cover
I. Use.....	1
II. Prohibitions.....	1
III. Signs.....	1
IV. Pets.....	2
V. Trash and Unsightly Uses.....	2
VI. Trees and Shrubs.....	3
VII. Common Areas, Balconies & Patios.....	3
VIII. Satellite Dish, Antennas and Lights.....	5
IX. Recreational Facilities.....	5
X. Vehicles and Parking.....	7
XI. General Conduct of Occupants.....	8
XII. Architectural Control.....	9
Fining Procedures	12

FOUR MILE VILLAGE
CONDOMINIUM, RECREATION AND
TOWNHOME ASSOCIATION

RULES AND REGULATIONS HANDBOOK

I. Use.

No temporary structures such as trailers, tents, shacks, garages, barns or other out-building are allowed on any portion of the General Common Elements.

II. Prohibitions.

No Owner shall alter any of the General Common Elements without the prior written consent of the appropriate Board. All requests must be submitted in writing to the appropriate Board.

III. Signs.

- A. No signs, billboards or advertising devices are allowed.
- B. "For Sale" signs may be placed on the inside surfaces of the windows of a unit, or may be attached to decks. Townhome Owners may place "For Sale" signs on their lots.

IV. Pets.

- A. Household pets (dogs and cats) may be kept, provided they are not kept, bred or maintained for any commercial purpose. No other animals, livestock or poultry of any kind shall be kept, bred or maintained on any of the general common areas.
- B. No more than two (2) household pets shall be kept, raised or boarded in any one condominium unit.
- C. Dogs must be leashed at all times when outside. Owners shall be responsible for cleaning up after their pets.
- D. Cats must have collars and may not run loose in the common areas at any time.
- E. Pets constituting a nuisance may be ordered by the appropriate Board to be kept within the Owner's unit or ordered expelled.

V. Trash and Unsightly Uses.

Unsightly objects and materials shall not be placed upon the General Common Elements, and no part of the General Common Elements may be used as a dumping ground for garbage, trash or other waste. No trash or large articles

are to be left outside the dumpsters. Large articles may be removed by calling the management company (at the Owner's expense).

VI. Trees and Shrubs.

- A. The removal of trees, shrubs and other improvements from the general common element is prohibited without the expressed written approval of the appropriate Board.
- B. Any landscaping, fencing or screening of a patio or porch must have written approval from the Association before the work is commenced.
- C. All townhome Owners are responsible for maintaining an attractive front yard, with any grass kept at a reasonable length. Bushes and trees are to be kept neatly.

VII. Common Areas, Balconies and Patios.

- A. There shall be no obstruction of the General Common Elements, nor shall anything be kept or stored on any part thereof without prior written approval of the appropriate Board.

- B. Fireworks anywhere within the area are prohibited.
- C. Damage to common elements shall be surveyed by the appropriate Board, and the cost of repair or replacement may be assessed by the appropriate Board against the person(s) responsible.
- D. Only those modifications approved in advance by the appropriate Board may be made to the exterior of the units.
- E. Any item placed on or around a unit that has not been approved by the appropriate Board shall be removed within one month's time.
- F. No window-type air conditioners, structural modifications or radio antennas will be allowed.
- G. Personal items, including children's toys and lawn furniture, shall be removed from the general common areas when not in use.
- H. All requests concerning exterior maintenance shall be made in writing to the appropriate Board.
- I. Each condominium Owner shall be responsible for keeping the "Limited Common Elements," including, but not limited to, porches, patios, entryways, yards, trees, shrubs, driveways, decks and

fences, in a good, clean, sanitary and attractive condition.

Townhome Owners are required to maintain their lots in like condition.

- J. Condominium garage doors which are common walls to other units are to be kept closed unless in use.
- K. Condominium patios and decks may contain only appropriate patio furniture and neatly stacked fireplace wood extending no more than four feet high. Grills are not allowed.

VIII. Satellite Dish, Antennas and Lights.

- A. All requests for satellite dish/antennas must be in writing to the appropriate Board, giving specific location(s) for installation prior to approval.
- B. No exterior lights that disturb the residents of any adjacent unit are allowed.

IX. Recreational Facilities.

- A. The clubhouse may be reserved by Owners and renters of Four Mile Village only.
 - 1. The usage fee is \$25.00, and the security deposit is

\$150 for Owners and \$300 for renters. The security deposit will be deposited to cover any costs incurred for damages to the clubhouse if the security deposit is not adequate to cover damages.

2. The clubhouse closes at 12:00 a.m. when reserved.

- B. Damage to any portion of the recreational area and improvements located thereon caused by an Owner or his family or guests shall be paid for by the Owner.
- C. The pool will open at 9:00 a.m. and close at 10:00 p.m. Children under the age of 16 must be accompanied by an adult while using the pool. Glass containers are not permitted. No "cut-off" shorts are allowed in the pool. Lifeguards are not provided, so use of the pool is at your own risk. Excessive noise, running, horseplay and ball playing on the deck around the pool are not permitted. The pool may not be reserved for private parties.
- D. No person shall play a radio, cassette, tape or CD player or any instrument or device at the swimming pool or other outside

areas (including balconies, decks and patios) within Four Mile Village if same is audible to any other person. When played at the swimming pool or other outside areas, all such devices shall be played only with the use of headphones.

- E. Tennis courts are open from 8:00 a.m. until dark. Tennis shoes must be worn on the court at all times. A sign-up sheet and all tennis rules are located on the north side of the clubhouse. The court may be reserved up to three days in advance, and may be reserved for one hour for singles, and one and one-half hours for doubles. No glass containers are allowed on the courts. No activities other than tennis are allowed on the tennis courts.

X. Vehicles and Parking.

- A. Parking is not allowed in designated fire lanes or on sidewalks.
- B. No vehicles of any kind may be parked or stored on any portion of General Common Elements or Limited Common Elements.

- C. Parking is only permitted in garages and other designated parking areas.
- D. Parking spaces shall be used only for parking automobiles and motorcycles, and not for storage.
- E. No flammable or volatile substances are to be stored in garages.
- F. Commercial type vehicles, boats, trailers and recreational vehicles shall not be parked on any residential street except while engaged in transport to or from a building.
- G. Motorcycles and bicycles shall not be stored on patios, porches or balconies.
- H. Abandoned or unused vehicles will be posted and towed at the Owner's expense.
- I. No automotive maintenance, mechanical, body or engine work, overhauling or similar automotive repair work for commercial or business purposes shall be performed on any portion of the property. Only minor upkeep on personal vehicles is permitted.

XI. General Conduct of Occupants.

- A. Owners and occupants shall exercise reasonable care to avoid

making loud, disturbing or objectionable noises inside residences or in common areas. Particulate care should be taken between the hours of 10:00 p.m. and 8:00 a.m.

- B. Any damage to the common elements caused by the Owner, their children, tenants, or children of tenants, or guests of the Owner or tenant, shall be repaired and replaced at the expense of the Owner.

XII. Architectural Control.

- A. Architectural control shall be maintained by the appropriate Board. At all times, the Board shall exercise its best judgment to see that all improvements, construction, landscaping and alterations within the property are in conformity with existing surrounding structures. All requests for architectural changes to the exterior of any common walls must be submitted in writing to the appropriate Board prior to receiving approval.
- B. No structure, whether a residence, accessory building, fence, wall, mailbox, driveway, or any other

improvement shall be constructed or maintained upon the General Common Elements, and no exterior addition, change or alteration to existing improvements shall be made, or landscaping performed, until complete plans showing the exterior design, heights, building material, landscaping and color scheme thereof shall have been submitted to and approved by the appropriate Board or management company for approval.

- C. At the request of any Owner or at its own discretion, the Board shall review the landscaping of any Owner. The Board may require the removal, transplanting or restriction of any landscaping determined to be or become a nuisance to other Owners or a threat to the structural integrity of any General Common Elements.
- D. The appropriate Board shall approve or disprove plans and specifications within thirty (30) days after submission. In the event the Board fails to take any action within such thirty (30) day period, approval shall not be required, and this Article shall be deemed to have been fully complied with.

- E. No Board or individual Board member shall be liable for damages to any person by reason of any action, failure to act, or the approval, disapproval, or failure to approve or disapprove any plans and specifications submitted to them.
- F. The appropriate Board shall maintain written records of all actions taken by it and shall require that a duplicate original of any plan approved by them be deposited with it for future reference.

Fining Procedures.

- 1st Occurrence: Written notice or warning letter will be sent to the Owner and tenant of the Unit, if applicable.
- 2nd Occurrence: \$25.00 fine
- 3rd Occurrence: \$50.00 fine
- 4th Occurrence: The matter will be turned over to an attorney.

Article VII, Section 3B of the Association Declaration reads:

"Fines. The Board shall have the right to assess a fine against an Owner not exceeding \$100.00 for each violation of this Declaration, the Bylaws, the Rules, or the Articles of Incorporation of the Association. Such fines may be assessed additionally for each day the violation continues after written notice thereof is given the Owner."

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