

**RESOLUTION
OF THE
TRAILHEAD OWNERS ASSOCIATION, INC.**

POLICIES AND PROCEDURES

SUBJECT: Adoption of Policies and procedures for the Association regarding the following:

1. Investment of Reserves;
2. Inspection and Copying of Association Records;
3. Covenant and Rule Enforcement;
4. Board Member Conflicts of Interest;
5. Conduct of Meetings;
6. Collection of Unpaid Assessments;
7. Dispute Resolution;
8. Document Retention Policy; and
9. Adoption of Policies, Procedures, Rules, Regulations and Guidelines.

PURPOSES: To comply with Colorado law.

AUTHORITY: The Association's Articles of Incorporation and Bylaws, the Declaration of Covenants, Conditions and Restrictions for the Trailhead Community, and Colorado law.

EFFECTIVE DATE: February 11, 2014

RESOLUTION: The Association hereby adopts the following Policies and procedures subject to:

(a) Definitions. Capitalized terms, unless otherwise defined herein, will have the same meanings ascribed to such terms in the Declaration of Covenants, Conditions and Restrictions for the Trailhead Community recorded in the records of Boulder County, Colorado, as the same may be amended from time to time ("***Declaration***").

(b) Supplement to Law. The provisions of this Resolution of the Trailhead Owners Association, Inc. Policies and Procedures ("***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.

(c) Deviations. The Board of Directors may deviate from the procedures set forth if in its sole discretion such deviation is reasonable under the circumstances.

(d) Amendment. The following Policies may be amended from time to time by the Board of Directors pursuant to the provisions of the Declaration and the Bylaws.

To the extent that any provision of this Resolution conflicts with any provision of the Declaration, the Articles of Incorporation, or the Bylaws of the Association, the terms and provisions of the Declaration, Articles of Incorporation or Bylaws, as applicable, will control.

INVESTMENT OF RESERVE POLICY

A. SCOPE. In order to maintain areas in the Community that are the responsibility of the Association, to comply with state statutes and to manage Reserve Funds, the Board of Directors determines that it is necessary to have policies and procedures for the investment of Reserve Funds.

B. PURPOSE OF THE RESERVE FUND. The purpose of the reserve fund established under the Budget (the “**Reserve Fund**”) shall be to 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, in its reasonable discretion.

C. 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 laddered investment approach, at the discretion of the Board of Directors. The Board of Directors acknowledges that the Association, the Board of Directors and its officers are bound by the standards of conduct in the Colorado Revised Nonprofit Corporation Act (C.R.S. §7-121-401) with respect to investment of reserves.

D. INVESTMENT OF RESERVES. The Board of Directors shall invest funds held in the Reserve Fund accounts to generate revenue that will accrue to the Reserve Fund account balances pursuant to the foregoing investment strategy and the following goals, criteria and Policies:

(i) Safety of Principal. Promote and ensure the preservation of the Reserve Fund’s principal.

(ii) Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.

(iii) Minimal Costs. Minimize investment costs (redemption fees, commissions, and other transactional costs).

(iv) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.

(v) Return. Invest funds to seek the highest level of return.

E. LIMITATION ON INVESTMENTS. Unless otherwise approved by the Board of Directors, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.

F. INDEPENDENT PROFESSIONAL INVESTMENT ASSISTANCE. The Board of Directors, in its sole discretion, may hire a qualified investment counselor to assist in formulating a specific investment strategy.

G. REVIEW AND CONTROL. At least annually, the Board of Directors shall review Reserve Fund investments to ensure that the funds are receiving competitive yields and shall make adjustments as may be necessary, in the Board's discretion.

H. RESERVE STUDY. In order to determine funding of the Reserve Fund, the Board of Directors may determine, in its sole discretion, with the assistance and advice of professionals, the life expectancy of those portions of the Community to be maintained by the Association and the anticipated costs of maintaining, replacing and improving those identified areas (hereinafter referred to as a "***Reserve Study***"). The Board of Directors may cause the Reserve Study, if any, to be reviewed and updated periodically in such periods of time deemed reasonable by the Board, to adjust and make changes in costs, inflation, interest yield on invested funds plus modification, addition or deletion of components.

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2. INSPECTION AND COPYING OF ASSOCIATION RECORDS

A. MAINTAIN RECORDS. The Association shall retain the following records as required by Colorado law and in accordance with the Document Retention Policy.

- (i) Minutes of all Board of Directors and Owner meetings.
- (ii) All actions taken by the Board of Directors or Owners by written ballot or email in lieu of a meeting.
- (iii) All actions taken by a committee on the behalf of the Board of Directors instead of the Board of Directors acting on behalf of the Association.
- (iv) All waivers of the notice requirements for Owner meetings, Board of Directors, member meetings, or committee meetings.

B. INSPECTION/COPYING ASSOCIATION RECORDS. An Owner or its authorized agent is entitled to inspect and copy any of the books and records of the Association, subject to the exclusions, conditions and requirements set forth below:

- (i) The inspection and/or copying of the records of the Association shall be at the Owner's expense;
- (ii) The inspection and/or copying of the records of the Association shall be conducted during the managing agent's regular business hours at the managing agent's office.
- (iii) The Owner shall provide managing agent with a written request, stating the purpose for which the inspection and/or copying is sought, at least five (5) business days before the date on which the Owner wishes to inspect and/or copy such records; and
- (iv) The Owner shall complete and sign the Agreement Regarding Inspection of Association Records prior to the inspection and copying of any Association record. A copy of such Agreement is attached to this Resolution. Failure to properly complete or sign such Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.

C. PROPER PURPOSE/LIMITATION. Association records shall not be used by any Owner for:

- (i) Any purpose unrelated to an Owner's interest as an Owner;
- (ii) The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
- (iii) Any commercial purpose;

(iv) For the purpose of giving, selling, or distributing such Association records to any person; or

(v) Any improper purpose as determined in the sole discretion of the Board of Directors.

D. EXCLUSIONS. The following records shall NOT be available for inspection and/or copying as they are deemed confidential:

(i) Attorney-client privileged documents and records, unless the Board of Directors decides to disclose such communications at an open meeting;

(ii) Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and

(iii) Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to, social security numbers, dates of birth, personal bank account information, and driver's license numbers.

E. FEES/COSTS. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, which have been determined to be Fifteen Cents (\$.15) per page, including the cost to search, retrieve, and copy the record(s) requested. In addition, the Association may charge Fifteen Dollars (\$15.00) per box to transport records from off-site storage to the managing agent's office and Fifteen Dollars (\$15) per box to return to off-site storage. 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.

F. INSPECTION. The Association reserves the right to have a third person present to observe during any inspection of record by an Owner or the Owner's representative.

G. 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.

H. CREATION OF RECORDS. Nothing contained in this Resolution shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS OF THE
TRAILHEAD OWNERS ASSOCIATION, INC.**

I have requested to inspect and/or obtain copies of the following records for the TRAILHEAD OWNERS ASSOCIATION, INC. (be as specific as possible):

The records shall be used for the following purpose(s) only:

I understand that under the terms of the Colorado Revised Nonprofit Corporation Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that, without limiting the generality of the foregoing, Association records may not be:

(A) used 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) used for any commercial purpose;

(C) sold to, otherwise distributed to, or purchased by any person;

(D) any other purpose prohibited by law; or

(E) any purpose not related to the reason(s) specified in this Agreement.

In the event any document requested is used for an improper purpose or purpose other than that stated above, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use, and I will indemnify and hold the Association harmless from and against the same. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law.

Understood and agreed to by:

Owner

Date: _____

Address

3. COVENANT AND RULE ENFORCEMENT

A. REPORTING VIOLATIONS. Complaints regarding alleged violations of the Rules, the Articles, Bylaws, and/or the Declaration of the Association (“**Complaint**”) may be reported by an Owner within the Community, a group of Owners within the Community, the managing agent, if any, any Director or any committee member(s) by submission of a written Complaint to the Board.

B. COMPLAINTS.

(a) Complaints by Owners within the Community shall be in writing and submitted to the Board of Directors. The complaining Owner 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 that 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 Director, a committee member, or the managing agent, if any, may be made in writing to the Board of Directors or by any other means deemed appropriate by the Board of Directors if such violation was observed by a Director, committee member or managing agent.

C. TYPE I AND TYPE II VIOLATIONS. Upon receipt of a Complaint, the Board of Directors, in its sole discretion, shall determine whether the alleged violation is a Type I Violation or a Type II Violation. “**Type I Violations**” are those that can be corrected immediately, and include such violations as parking and trash violations. “**Type II Violations**” are those that require time to correct, such as exterior surface refinishing (e.g., painting) and structural issues.

D. INVESTIGATION. Upon receipt of a Complaint by the Board, if additional information is needed, the Complaint may be returned to the Complainant with a request for additional information or may be investigated further by a Board-designated individual or committee. The Board of Directors shall have sole discretion in appointing an individual or committee to investigate the matter.

E. WARNING LETTER. If a violation is found to exist, a warning letter shall be sent by registered or certified mail from the Board of Directors or the managing agent to the Violator explaining the nature of the violation. Violators who receive a Type I Violation warning letter must correct the violation within five (5) days after the date of the warning letter. Violators who receive a Type II Violation warning letter must notify the Board of Directors, in writing, through the managing agent within five (5) days after the date of the warning letter advising the Board of Directors of the Violator’s plan to correct the violation and the date by which the violation will be corrected. The cure period applicable to a Type II Violation is subject to Board approval, in its reasonable discretion.

F. CONTINUED VIOLATION AFTER WARNING LETTER. If the alleged Violator does not correct a Type I Violation within the applicable time period, submit a plan for the correction of a Type II Violation within the applicable time period, or diligently pursue the cure of the Type II Violation to completion or otherwise complete the cure of the Type II Violation within the time period specified by the Violator's plan (after the Board has accepted such time period as being reasonable, in its sole discretion), the Board may impose fines of up to Two Hundred Fifty Dollars (\$250.00) per month until the violation is cured, file a lien (if permissible under applicable law) and/or pursue any other cause of action the Association may have against such Violator, in the Board's sole discretion, following notice and opportunity for a hearing, as set forth below. If the Board elects to impose fines, file a lien and/or pursue any other cause of action against the Violator, the Board or the managing agent shall send a letter to the Violator by certified or registered mail notifying such alleged Violator of the Association's intent and stating that the Violator is entitled to a hearing on the merits of the matters provided that such hearing is requested by the Violator in writing within ten (10) days of the date of the letter.

G. NOTICE OF HEARING. If a hearing is requested by the alleged Violator, the Board of Directors, managing agent, committee or other person conducting such hearing, as may be determined in the sole discretion of the Board of Directors, will serve a written notice of the hearing to all parties involved at least fifteen (15) days prior to the hearing date.

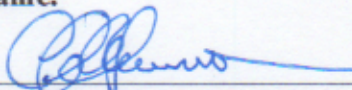
H. HEARING. At the beginning of each hearing, the presiding officer shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing, as determined by the Board of Directors. Each party or designated representative, may, but is not required to, make an 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 is required to be in attendance at the hearing. The Board of Directors 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 of Directors, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Board of Directors shall, within a reasonable time, not to exceed ten (10) business days, render its written findings and decision, and impose fines, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the Board members present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

I. FAILURE TO TIMELY REQUEST HEARING. If the alleged Violator fails to request a hearing within ten (10) days after the date of any notice letter, or fails to appear at a scheduled hearing, the Board of Directors 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 fined, the Board may file a lien and/or pursue any other cause of action the Association may have against such Violator.

J. NOTIFICATION OF DECISION. The decision of the Board of Directors, committee or other person, shall be in writing and provided to the Violator and Complainant within ten (10)

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Trailhead Owners Association, Inc., certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on May 15, 2014 and in witness thereof, the undersigned has subscribed his name.



[CHRISTOPHER FOREMAN, President]

business days of the hearing, or if no hearing is requested, within ten (10) business days of the final decision.

K. WAIVER OF FINES. The Board of Directors may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board of Directors may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Declaration or the Association's Articles, Bylaws or Rules; provided, however, that the Board seeks to uniformly enforce its right to waive such fines with respect to all Owners.

L. OTHER ENFORCEMENT MEANS. This enforcement process is adopted in addition to all other enforcement means that 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, including, without limitation, the Association's right to cure any such violation.

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4. CONFLICTS OF INTEREST

A. DISCLOSURE OF CONFLICT. Any conflicting interest transaction (as defined in C.R.S. §7-128-501) on the part of any Director shall be disclosed to the other Directors at the first meeting of the Board of Directors at which there is scheduled any discussion or vote on the matter. The interested Director may participate in the discussion or vote on the matter only in accordance with C.R.S. §7-128-501. 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.

B. FAILURE TO DISCLOSE CONFLICT. A conflicting interest transaction will not be void or voidable and may not be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member of the Association or by or in the right of the Association, solely because the conflicting interest transaction involves a Director or a party related to a Director or an entity in which a Director is a director or officer or has a financial interest or solely because the Director is present at or participates in the meeting of the Board or of the committee of the Board that authorizes, approves, or ratifies the conflicting interest transaction or solely because the Director's vote is counted for such purpose if: (i) the material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested directors are less than a quorum; (ii) the material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereon; or (iii) the conflicting interest transaction is fair as to the Association. For purposes of the foregoing, common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Directors or of a committee which authorizes, approves, or ratifies the conflicting interest transaction. If a contract or decision made in violation of this Resolution is deemed void and unenforceable, the Board, at the next meeting of the Board, shall vote again on such contract, decision or other action taken in violation of this Resolution.

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5. CONDUCT OF MEETINGS

A. OWNER MEETINGS. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

(i) Notice.

(a) The Association shall post notice on its website (if any) or other conspicuous place within the Community (if feasible), of all meetings. Such notice shall be posted 10-50 days prior to such meeting.

(b) 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.

(ii) Conduct. 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 President.

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

(f) Each person who speaks shall first state his or her name and Lot 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 of Directors 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 President, 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 President, shall be asked to “come to order.” Anyone who does not come to order will be requested to immediately leave the meeting.

(o) The President may establish such additional rules of order as may be necessary from time to time.

(iii) Voting. All votes at Owner meetings shall be taken as follows:

(a) Election of members of the Board of Directors 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.

(b) 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, unless otherwise required by law; provided, however, that upon the request of 20% or more of the Owners present at the meeting or represented by proxies, other votes may also be determined by secret ballot in accordance with sub-clause (a) above.

(c) Written ballots shall be counted by a neutral third party or by a committee of Owner(s) who are not directors or candidates selected randomly from a pool of two or more Owners or otherwise in compliance with applicable law. The Chair shall specify the procedure for randomly selecting the Owner(s). Such procedure shall ensure that the Owner(s) selected is done so without being chosen by the Chair, Board of Directors or any candidates.

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

(iv) Proxies. Proxies may be given by any Owner as allowed by C.R.S. § 7-127-203. 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 Owner
- (c) Authority of the Owner to vote
- (d) Conflicting proxies
- (e) Expiration of the proxy

B. BOARD OF DIRECTORS MEETINGS. Meetings of the Board of Directors shall be called pursuant to the Bylaws of the Association.

(i) Conduct. All Board of Directors meetings shall be governed by the following rules of conduct and order:

(a) The President, or designee, shall chair all Board of Directors meetings.

(b) All persons who attend a meeting of the Board of Directors shall be required to sign in, listing their names and addresses.

(c) Anyone desiring to speak shall first be recognized by the President and shall be given the opportunity to speak before the Board of Directors votes on the issue being addressed.

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

(e) Each person speaking shall first state his or her name and Lot address.

(f) 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.

(g) Those addressing the Board of Directors shall be permitted to speak without interruption from anyone as long as these rules are followed.

(h) 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.

(i) 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 on any issue prior to a vote by the Board of Directors 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 President but shall be uniform for all persons addressing the meeting.

(j) No meeting of the Board of Directors may be audio, video or otherwise recorded except by the Board of Directors to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association.

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

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6. COLLECTION OF UNPAID ASSESSMENTS

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 may retain an attorney with experience in representing owners' 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:

A. DUE DATES. The installments of the annual Assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on a monthly basis (January 1, February 1, March 1, etc.) each year. 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 fifteen (15) days of the due date shall incur late fees and interest as provided below.

B. RECEIPT DATE. The Association shall post payments on the day that the payment is received in the Association's office.

C. LATE CHARGES ON DELINQUENT INSTALLMENTS. The Association shall impose on a monthly basis a late charge equal to the lesser of (i) Fifty Dollars (\$50.00) or (ii) five percent (5%) of the delinquent amount) for each Owner who fails to timely pay such Owner's monthly installment of the annual Assessment within fifteen (15) days of the due date. This late charge shall be a Common Expense for each delinquent Owner. The Association may impose interest from the date due at the rate of eighteen percent (18%) per annum on the amount owed for each Owner who fails to timely pay such Owner's monthly installment of the annual Assessment within thirty (30) days of the due date. All late charges and interest shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of Assessments.

D. RETURN CHECK CHARGES. In addition to any and all charges imposed under the Declaration, the Articles, the Bylaws, the Rules and this Resolution, a One Hundred Dollar (\$100.00) fee or other amount deemed appropriate by the Board of Directors 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 that 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 Lot for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules or this Resolution after the date adopted as shown above. If two (2) or more of an Owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of such

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 ten (10) days of the due date.

E. 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 and costs incurred by the Association shall be due and payable immediately when incurred, upon demand.

F. PERSONAL OBLIGATION FOR CHARGES AND FEES. All late charges, return check charges and attorneys fees and costs charged under this Resolution, the Declaration or pursuant to Colorado law shall be the personal obligation of the Owner(s) of the Lot for which such Assessment or installment is unpaid.

G. APPLICATION OF PAYMENTS. All payments received on account of any Owner or the Owner's Lot (hereinafter collectively "**Owner**"), shall be applied to payment of any and all legal fees and costs (including attorney fees), 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, or this Resolution, prior to application of the payment to any Assessments due or to become due with respect to such Owner.

H. COLLECTION PROCESS.

(i) After an installment of the annual Assessment or other charges due to the Association becomes more than fifteen (15) days delinquent, the managing agent shall send a written notice ("**First Notice**") of non-payment, amount past due, notice that late fees have accrued, notice that interest may accrue and request for immediate payment.

(ii) After an installment of the annual Assessment or other charges due to the Association becomes more than thirty (30) days delinquent, the managing agent shall send a second written notice ("**Second Notice**") of non-payment, amount past due, notice that late fees have accrued, notice that interest may accrue and notice of intent to file a lien and request for immediate payment.

(iii) After an installment of the annual Assessment or other charges due to the Association becomes more than sixty (60) days delinquent, the managing agent may turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorney shall send a letter to the delinquent Owner demanding immediate payment for past due Assessments or other charges due and file a lien. At the direction of the Association, the 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.

(iv) In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner who is not in Good Standing at the time of such voting.

I. COLLECTION PROCEDURES/TIME FRAMES. The following time frames shall be followed for use in the collection of installments of the annual Assessment and other charges, commencing as of February 15, 2014.

Due Date (date payment due)	Monthly (January 1, February 1, March 1, April 1, etc.)
Past Due Date (date payment is late if not received on or before that date)	Due Date
First Notice (notice that late charges have accrued and interest may accrue)	15 days after due date
Second Notice (notice that late charges have accrued and interest may accrue, notice of intent to file lien)	30 days after due date
Delinquent account may be turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	60 days after due date

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

J. 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 Fifty Dollar (\$50.00) fee. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

K. 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 Lot within the Association, the managing agent shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

L. 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, such letter or notices shall be sent via registered or certified mail.

M. 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. The attorney, in consultation with the managing agent, is authorized to take whatever

action is necessary and determined to be in the best interests of the Association, including, but not limited to:

- (i) Filing of a suit against the delinquent Owner for a monetary judgment;
- (ii) Instituting a judicial foreclosure action of the Association's lien;
- (iii) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
- (iv) 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.

Upon referral of any matter to the Association's attorney, the Association shall pay the attorney's usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the invoice from the attorney.

N. 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 Project.

O. JUDICIAL FORECLOSURE. If otherwise permitted under the Declaration, 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.

P. 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.

Q. 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 managing agent nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner or any other person after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

R. DEFENSES. Failure of the Association to comply with any provision in this Resolution 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

Resolution or otherwise allowed or provided for under the Declaration or pursuant to Colorado law.

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7. **DISPUTE RESOLUTION.** In the event of any dispute, except for and specifically excluding collection matters and foreclosure matters, involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board 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. Disputes arising from the enforcement or lack of enforcement of the Declaration shall be resolved in accordance with Section 12.1 of the Declaration and as specified in the Association's Policy Regarding Covenant Enforcement.

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8. DOCUMENT RETENTION AND DESTRUCTION POLICY

A. Introduction

(i) **Scope.** This Document Retention and Destruction Policy applies to the Association, its manager, and the Board of Directors. Documents maintained by the Association's legal counsel are not subject to this Document Retention and Destruction Policy.

(ii) **Purpose.** This Document Retention and Destruction Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's Documents (the “**Documents**”). This Document Retention and Destruction Policy is necessary to ensure that the Association conducts itself in a cost-effective manner while also adhering to legal and business requirements.

(iii) **Policy.** It is the Association's policy to maintain complete and accurate Documents. Documents are to be retained for the period of their immediate use unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Document Retention and Destruction Policy. Documents that are no longer required or have satisfied their recommended period of retention are to be destroyed in an appropriate manner. The Association’s manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention and Destruction Policy.

(iv) **Compliance.** This Document Retention and Destruction Policy is not intended to be all inclusive, and accordingly must be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state, and local statutes and regulations (none of which explicitly address the Association), and industry custom and practice.

(v) **Board Members.** The Association does not require Board members to maintain any Documents. Board members in their discretion may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board members receive Documents relating to the Association that were not generated by the Association or not received through the Association, Board members shall send the originals of such Documents to the Association Manager to be maintained in the Official Files. Documents created by a Board member for his or her own use as a member of the Board of Directors, including but not limited to notes, drafts, emails, summaries, etc. are not Documents of the Association and should be destroyed by the Board member once an Association Document is produced or within six months of creation, whichever is sooner, unless otherwise provided herein. E-mail discussions among Board members shall be copied to and saved by the Association’s manager pursuant to this policy. No Board member shall

disclose or provide any Document to any owner outside of the Board of Directors. Directors shall direct Owners to make a formal request to the Association pursuant to its inspection of records policy.

(vi) **Annual Purge of Files.** The Association Manager shall conduct an annual purge of files. The annual purge of files shall be completed within the first quarter of each calendar year.

(vii) **Destruction Procedure.** All Documents to be purged or destroyed pursuant to this Document Retention and Destruction Policy shall be shredded, or permanently deleted electronically, if stored in an electronic format.

(viii) **Certification.** Following the annual purge of files, the Association Manager shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines. Each Board member shall complete a Certification Letter annually stating that all documents created by him/her have been destroyed pursuant to Section (v) above.

(ix) **Miscellaneous.** There may be an immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.

(x) **Onset of Litigation.** At such time as the Board or the Association has been served with a lawsuit, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved notwithstanding anything in this policy to the contrary.

Therefore, at the direction of legal counsel, the Association Manager will advise the Board members and any other person who may maintain Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation the "hold" period will cease and the time periods provided in the Document Retention and Destruction Guidelines will recommence.

B. **Definitions.**

(i) **Current.** "Current" means the calendar year in which the Document was created, obtained or received.

(ii) **Document.** "Document" means any documentary material that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Documents" include writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM. The Documents, as defined in this policy, may encompass more records than those that are available for inspection by Owners pursuant to the Association's

Inspection of Records Policy. Not all Documents may be records of the Association as that term is defined in the Inspection of Records Policy and Colorado law, and therefore may not be subject to inspection by Owners.

(iii) **Association Manager.** "Association Manager" means the manager of the Association.

(iv) **Official Files.** "Official Files" means the files maintained by the Association Manager of the Association. Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.

(v) **Permanent.** "Permanent" means that the retention period for that Document is permanent.

(vi) **Termination.** "Term + 4 years" means four years beyond the termination of the relationship, contract or coverage.

C. **Document Retention and Destruction Guidelines.** The Association's Documents are grouped into five functional categories as set forth below. Although every conceivable Document is not listed, the following list should indicate to which subcategory a particular Document relates.

1

<u>Accounting Records</u>	<u>Retention Period</u>
Accounts Payable	7 years
Account Receivable	7 years
Audit Reports	Permanent
Chart of Accounts	Permanent
Depreciation Schedules	Permanent
Expense Records	7 years
Financial Statements (Annual)	Permanent
Fixed Asset Purchases	Permanent
General Ledger	Permanent
Inventory Records	7 years
Loan Payment Schedule	7 years

2

Federal and State Tax Returns	Permanent
<u>Bank/Financial Records</u>	<u>Retention Period</u>
Bank Reconciliation	2 years
Bank Statements	7 years
Deposit Tickets	6 years
Cancelled Checks	7 years
Cash Receipts and Cash Disbursement Journals	7 years
Owner Ledgers	While Owner owns a home in the Community + 7 years
Electronic Payment Records	7 years
Audit Reports	Permanent
Personal Property Tax Returns	Permanent
Budgets	1 year
Reserve Study	Retain current plan at all times
<u>Corporate Records</u>	<u>Retention Program</u>
Board Minutes	Permanent
Committee Minutes	Permanent
Member Meeting Minutes	Permanent
Bylaws, Articles and CC&Rs	Permanent
Rules and Regulations	Permanent
Policies and Guidelines	Permanent
Record of actions of the Board of Directors or Members without a Meeting (for example, records of decisions made by the Board via e-mail)	Permanent

3

E-mail communications among Board members directly related to and resulting in a decision made by the Board outside of a meeting	1 year
General E-mail discussions among the Board which do not result in any decision being made outside of a meeting	6 months
Record of Waivers of Notices of Meetings of Members, Board of Directors or Committees	Permanent
Board Resolutions	Permanent
Business Licenses	Permanent
Contracts	Life + 7 years or warranty period if longer
Correspondence from Legal Counsel	Permanent
Insurance Policies	Life + 4 years
Leases/Mortgages	Permanent
Patents/Trademarks	Permanent
Bids, Proposals	Permanent
Homeowner Records	Permanent
Vendor Invoices	7 years
Written Correspondence between Association and Vendors	7 years
Photographs	7 years
Periodic Reports Filed with the Secretary of State	1 year
Videotapes and Audiotapes of Board Meetings	Until minutes approved
Proxies and Ballots (generally, unless otherwise provided herein)	One year after the election, action, or vote to which they relate

4	Proxies and Ballots for Document Amendments	Permanent
	Deeds, Easements and Other Real Property Records	Permanent
	<u>Employee Records, if any</u>	<u>Retention Period</u>
	Benefits Plans	Permanent
	Personnel Files	7 years
	Employment Applications	3 years
	Employment Taxes	7 years
	Payroll Records	7 years
	Pension/Profit Sharing Plans	Permanent
	<u>Real Estate Records</u>	<u>Retention Period</u>
5	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Lease Payment Records	Life + 4 years
	Real Estate Purchases	Permanent
	<u>Owner Communications</u>	<u>Retention Period</u>
7	Written Communications to all Owners generally (including meeting or other notices sent via e-mail, facsimile and regular mail)	6 years
	<u>Individual Member Files</u>	<u>Retention Period</u>
	Correspondence to Members individually (not including enforcement letters)	As long as Member owns + 4 years
	Enforcement Letters (including covenant violation letters and violation letters and delinquency letters)	As long as Member owns + 4 years

3

Owner Complaints (written)	As long as Member owns + 4 years
Architectural requests and any responses from the Association regarding Requests	Permanent
Any Correspondence between Association and Members not otherwise listed	As long as Member owns + 4 years
<u>Miscellaneous</u>	<u>Retention Period</u>
Miscellaneous Documents (not otherwise listed herein)	At Board's discretion

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9. ADOPTION OF POLICIES, PROCEDURES, RULES, REGULATIONS, AND GUIDELINES.

A. SCOPE. The Board of Directors may, from time to time, adopt and amend 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 of Directors shall follow the following procedures when adopting any Policy.

B. DRAFTING PROCEDURE. The Board of Directors shall consider the following in drafting any Policy:

- (i) whether the governing documents or Colorado law grants the Board of Directors the authority to adopt such a Policy;
- (ii) the need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and
- (iii) the immediate and long-term impact and implications of the Policy.

C. NOTICE AND COMMENT. The adoption of every Policy shall be listed on the agenda for the Board of Directors meeting prior to adoption by the Board of Directors and any Owner who wishes to comment on the proposed Policy shall be afforded such opportunity in compliance with Colorado law.

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

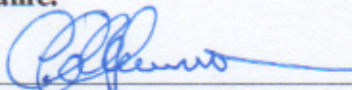
E. ADOPTION PROCEDURE. After the period for Owner comment expires, the Board of Directors may adopt any Policy. Upon adoption of a Policy, the Policy or notice of such Policy, including the effective date, shall be provided to all Owners by any reasonable method as determined in the sole discretion of the Board of Directors, including, but not limited to, posting on the Association's website (if any) or mailing.

F. 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.

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PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Trailhead Owners Association, Inc., certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on May 15, 2014 and in witness thereof, the undersigned has subscribed his name.



[CHRISTOPHER FOREMAN, President]