

**WEST VILLAGE TOWNHOMES@LOWRY COMMUNITY
ASSOCIATION, INC.**

WELCOME TO WEST VILLAGE TOWNHOMES @ LOWRY

The Board of Directors has prepared this handbook as a reference guide for the policies and rules of the West Village Townhomes @ Lowry Community Association. West Village Townhomes @ Lowry is a townhome common interest community where each unit and its adjoining back yard is privately owned; and the remainder of the Community (the Common Elements) is owned by the Association for the benefit of all owners. The Association has the responsibility to ensure the property is well maintained and the property values of all are protected.

MANAGEMENT COMPANY

Western States Property Services, Inc.
9145 E. Kenyon Avenue, Suite 100
Denver, Colorado 80237
Ph: (303) 745-2220 Fx: (303) 745-3335
Kaye Welch, Agent
kaye@wsps.net

Association web site: www.westvillagetownhomes.com

PHONE NUMBERS

Fire, Police, Ambulance	Emergency	Call 911
Denver Non-emergency		720-913-2000
Denver Animal Control		Call 311
Unit Electric/Xcel Energy		303-623-1234

Governing documents, meeting minutes, financials and information for the Association may be found on the West Village Townhomes @ Lowry website: www.westvillagetownhomes.com.

**WEST VILLAGE TOWNHOMES @ LOWRY COMMUNITY ASSOCIATION
HANDBOOK OF RULES AND REGULATIONS**

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ABOUT THE ASSOCIATION

When you purchased a townhome at West Village Townhomes @ Lowry, you automatically became a member of the West Village Townhomes @ Lowry Community Association. Being a member carries both benefits and responsibilities. The Association is a nonprofit corporation established to govern the Association business and manage property values.

Annual meetings of the Association members are held each November. All homeowners are notified by mail of the time and place of all member meetings, as well as provided the agenda for that meeting. The budget for the following year is discussed and ratified at the annual member meeting.

Board of Director meetings are held about every other month. Homeowners are invited to monitor the meetings and may address the Board at the beginning of the meeting for a few minutes. It is preferable for the Board to receive concerns in writing prior to the meeting that a homeowner wishes to address so the concerns may be reviewed by the Board in advance.

All homeowners, renters and guests are subject to the rules set forth in the Association Declarations, the By-Laws and the Rules and Regulations. The Rules are derived from the Declarations, By-Laws and current laws and have been developed over the years to protect the interests of all concerned parties.

The Association is charged with the responsibility of maintaining control of the Architectural Elements of the project. This includes colors and any type of structural modification of a unit exterior or any modifications visible from the exterior.

ABOUT THE BOARD OF DIRECTORS

A three-member Board of Directors governs the affairs of the Association. The By-Laws require each member of the Board to be a homeowner in good standing with the Association. Directors are elected by the homeowners at the annual meetings and serve without pay. Each Director is elected for a three-year term. The Board elects officers each year.

The Board of Directors meets about six times per year. Homeowners are encouraged to present matters for the Boards consideration by written communication through the Management Company.

ABOUT THE MANAGEMENT COMPANY

The Board of Directors has named the professional property management firm of Western States Property Services to handle the technical and day-to-day matters of the Association. They can be reached at (303) 745-2220. The management company has appointed a Project Manager, Kaye Welch, to work with the Association. The Project Manager provides all day-to-day management of the business of the Association and works at the direction of the Board of Directors. Any concerns that should be addressed to the Board of Directors may be sent to WSPS for submission to the Board at their next regular meeting. The Managing Agent may be contacted by phone, fax or email. For emergency

services, WSPS has a 24/7 answering service that can be in touch with your Agent at any time.

DECLARATION AND BY-LAWS OF THE ASSOCIATION

The Association Declarations is the document that establishes the property rights and obligations of the Association and the homeowners. The By-Laws is the document that tells how the nonprofit corporation conducts its business. Copies of these important documents are available for review on-line at www.westvillagetownhomes.com, as are the minutes and financials of the Association.

Each homeowner, renter and guest automatically agrees to comply with the provisions of the Declaration, By-Laws, Articles of Incorporation, Rules and the decisions and resolutions of the Association upon purchase of a unit and when a unit is leased.

GENERAL SERVICE INFORMATION

ELECTRICAL/GAS FAILURE: For building or property wide electrical failure, call Xcel Energy at 303-623-1234 to report the failure. The Association is not responsible for any unit electrical or gas failure.

PLUMBING: For plumbing problems affecting more than one unit, call the Project Manager at 303-745-2220. If the problem only impacts one unit, i.e. a leaky faucet or malfunctioning toilet, the homeowner is responsible for repairs. Damage repairs to the Common Elements or to other units from water leaks are the Association's or other owners' responsibility unless negligence can be proven on part of the unit where the leak originated. Drain backups should be cleared by a professional and services paid by the homeowner. If the homeowner believes a blockage was in the mainline instead of the unit lines from the unit to the mainline, the homeowner may submit the paid invoice to the Board of Directors, along with the specifics of the incident and resolution, for consideration of reimbursement.

WATER REIMBURSEMENT BILLS: Unit water charge notices are mailed out every two months to homeowners for reimbursement to the Association. Reimbursement is expected back to the Association immediately upon receipt of the charge notice. The Association pays up front for the use of water by a unit, and needs to have the reimbursement funds back in the operating account as soon as possible. Members of the Board currently read the water meters in the building basements and pass usage on to management to bill out to the homeowner. Please keep areas around the water meters in the basements clear for reading.

WEST VILLAGE TOWNHOMES @ LOWRY COMMUNITY ASSOCIATION

BOOK OF RULES AND REGULATIONS

Whereas, the Board of Directors of the West Village Townhomes @ Lowry Community Association desires to establish, adopt, and enforce the following Rules and Regulations of the Association, to be effective as of the below date and of such date, to supersede all Rules and Regulations previously adopted by the Board. These Rules and Regulations are intended to complement the Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between these Rules and Regulations and provisions of the Declaration, the provisions in the Declaration shall prevail.

These rules are IN ADDITION to ordinances of the County of Denver, which provide for additional obligations.

NOW, THEREFORE, effective as of this 7th day of July, 2011, the Board hereby establishes and adopts the following provisions to the Rules and Regulations of this Association.

DEFINITIONS:

- **“Act”** shall mean the Colorado Common Interest Ownership Act.
 - **“Architectural Review Committee”** shall mean the committee appointed by the Board for the purpose of exercising and implementing design and architectural review over proposed exterior changes to Townhomes.
 - **“Assessment”** shall include all common expense assessments, insurance assessments, utility assessments, and any other expense levied to a Unit pursuant to this Declaration or the Act.
 - **“Association”** shall mean West Village Townhomes at Lowry Community Association, Inc., a Colorado nonprofit corporation, and its successors.
 - **“Building”** shall mean any covered structure intended for the shelter, housing or enclosure of any person.
 - **“Improvements”** shall mean structures installed within or upon a townhome or building or the property the townhome or building is located upon or within.
 - **“Board of Directors,” or “Board” or “Executive Board”** shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.
 - **“Common Elements”** shall mean all real property or easement rights owned by the Association, if any, for the common use and enjoyment of the Owners and such property as Declarant may convey to the Association and shall also include any basement easement rights allocated as Limited Common Elements under this Declaration and/or the Map.
- “Governing Documents”** shall mean the Declaration, the Plat, the PBG, the Map, the Articles of Incorporation, the Bylaws, and any Rules and

Regulations of the Association, as all of the foregoing may be amended from time to time.

- **“Limited Common Elements”** shall mean those portions of the Common Elements or of a Unit designated for the use of one (1) or more but fewer than all of the units.
- **“Lowry Design Review Committee” or “LDRC” or “Committee”** means the committee initially established by the Declarant for the purpose of implementing the design review provisions of the Master Declaration and design guidelines for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and Improvements within the Community.
- **“Map”** shall mean and refer to a recorded map(s) of the Property and Improvements that are subject to this Declaration. More than one map or supplement thereto may be recorded, and, if so, then the term “Map” shall collectively mean and refer to all maps and supplements thereto.
- **“Master Association”** shall mean Lowry Community Master Association, Inc., a Colorado nonprofit corporation, and its successors.
- **“Master Declaration”** shall mean the Master Declaration of Covenants, Conditions and Restrictions for the Lowry Community recorded June 23, 1997 at Reception No. 9700080387, as amended and supplemented.
- **Member”** shall mean and refer to those persons entitled to membership as provided in the Bylaws and as set forth herein.
- **“Rules and Regulations”** shall mean any instruments, however denominated, which are adopted by the Association for the regulation and management of the Community, including design guidelines, and including any amendment to those instruments.
- **“Townhome” or “Townhouse”** shall mean the residential dwelling improvement constructed on a Unit which is designed and intended for use and occupancy as a residence by a single family.
- **“Unit” or “Lot” or “Parcel”** shall be defined to enable these terms to be used interchangeably, as appropriate, and shall mean and refer to any plot of land shown upon the recorded Map of the Property, or as described in an initial deed from the Declarant, with the exception of Common Elements.
- Further definitions may be found in the Declarations in Article 1, Section 1.4, and page 2.

Architectural Changes: Improvements by an Owner to the yard or exterior of a Unit must first be approved by the Architectural Review Committee and are subject to approval by the LDRC (as set forth in the Master Declarations. Specifically, no structure, temporary Building, trailer attachment, attachment, Improvements, landscaping change shall be commenced, constructed, erected, placed or installed unless first submitted to and approved in writing by the Architectural Review Committee and the LDRC. To process a request for approval for exterior changes to your unit, please contact the management

company for a form, or check the Association web site for a copy of the form. All requests must be responded to within 30 days of submission of complete information.

Drain Lines: Homeowners own and are responsible completely for maintenance of the lateral drain lines from their unit and attaching to the main drain line that runs between buildings. The Association owns and is responsible completely for maintenance of the main drain line serving a set of units on the property and draining into the city drains. The Association has one third of the main lines jetted each year on a three-year rotation.

Insurance:

- a. The Association carries a blanket insurance policy covering Common Elements and the Townhomes. A certificate of insurance is available upon request to Peliton Insurance Agency at 303-771-1800. This policy does not cover improvements and betterments installed by owners, contents, furnishings or casualty and public liability exposure within each unit.
- b. Each homeowner is advised to maintain insurance coverage for personal property, added improvements or upgrades to the unit, and personal liability for property damage and injury to others.
- c. Tenants should obtain renter's insurance coverage for their personal property and personal liability protection.
- d. If an HOA insurance claim is opened for a homeowner and the homeowner is found to have caused the damages involved in the claim, the homeowner may be charged back for the deductible, which is currently \$5000. You may want to include this personal coverage in your personal insurance policy.

Leasing Units: In order to preserve the character of the Community as predominantly Owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the following restrictions:

- a. Owners may lease their Unit only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit."
- b. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty percent (20%) of the total Units in the Community (7 units).
- c. Leasing Permits may be revoked by the Board of Directors.
- d. Units may be leased only in their entirety and for an initial term of not less than one (1) year without prior written Board approval.
- e. Within ten (10) days after executing a lease agreement, the Owner shall provide the Board with a copy of the lease and the name and phone number of the lessee and all other people occupying the Unit.
- f. Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations.

- g. Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements.
- h. Owners are responsibility for compliance by their tenants with the Association governing documents.

Mail boxes:

- a. Tampering with mailboxes is a Federal offense and will be reported to the Federal officials if witnessed.
- b. Mailbox locks and keys are the responsibility of the homeowner. The Association and management do not handle replacement or change of locks and keys. Owners need to contact the Post Office for such services.
- c. Mailbox locks must be kept in good working condition.
- d. Any replacement or modification to the lock must match the current hardware installed.

Maintenance Fees: Association dues may be paid monthly and are due on the first of each month and must be in the management office no later than the 10th of the month. If dues are received after the 10th of the month, a late fee may be assessed to the account. To set up electronic funds transfer from your checking account, contact the management company for instructions.

Maintenance:

Association Responsibility: The Association shall provide exterior maintenance upon the Townhome on each Unit as follows:

- a. Paint, repair, replace, maintain and care for roofs, gutters, downspouts, designated fences, backyard fences and exterior Building surfaces, including front porches and front patios and related areas (excluding glass surfaces, doors, screens, windows, window frames and window wells, which shall be the Owner's responsibility). The Association shall paint or re-stain portions of the exterior of all Townhomes as often as necessary to keep such exteriors in good condition.
- b. Repair and replacement of all Common Elements such as landscape, concrete walks, and other improvements that are defined as Common Elements.
- c. May undertake, but shall have no obligation to undertake, such emergency repairs as the Executive Board believes necessary to prevent imminent danger to life or property.
- d. The Association shall not be required to maintain areas assigned as Limited Common Element access to basements in Buildings, or areas within a basement of a Building.
- e. Association may require that an Owner maintain, repair, replace and improve any equipment serving only that Unit.

Owner Responsibility:

- a. All maintenance and repairs, including without limitations, maintenance of his Unit and Townhome (doors, windows and other glass surfaces), which are not specifically and expressly the obligation of the Association to maintain, replace and keep in good repair, any fixtures, furnishings, equipment and appliances located on or within the Unit, and any patio or deck.
- b. All utilities, fixtures and equipment servicing a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems serving such Unit connects with a main line.
- c. Water utilities shall be separately allocated to each Owner, based on use, for interior usage and for backyard landscaping usage.
- d. Each Unit, at all times, shall be kept well maintained, in good repair, and replacement, and in a clean, sightly, and wholesome condition.
- e. Owners shall be responsible for all backyard landscape maintenance, including any area subject to an access easement to the basement.
- f. Owners in a Building shall jointly maintain, repair, replace and improve that portion of the basement of a Building that provides access to the storage areas in a Building.
- g. Owner shall maintain air conditioning equipment, swamp cooler or other equipment exclusively serving the Owner or the Improvements on a Unit.
- h. Owners are responsible to keep front porches, windows and flower boxes neat, clear of stored items and debris, and cleaned of dead plant materials.

Parking and Vehicles:

- Vehicles shall be parked only on the public streets.
- Tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked in the Community or on the public streets serving the community.
- Abandoned vehicles of any kind shall be prohibited on the Property. A vehicle shall be considered "abandoned" if it remains non-operative for a period of one (1) month or fails to have current registration and license plates.
- Maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat is prohibited on the Property.

Party Walls: Each wall which is built as a part of the original construction of a Townhome upon the Property and placed on the dividing line between the Units shall constitute a party wall and to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Pets: Pets may be kept, maintained or harbored by Owner on Units within the Community based on the following parameters:

- a. Not more than two (2) of each kind of pet per Unit.
- b. Pets must be on leash when on the Common Elements.
- c. Owner must clean up after their pets on the Common Elements.
- d. Owners of pets shall be deemed to hold the Association harmless from any claim resulting from any action of the pet and any costs incurred by the Association.
- e. Exterior pet facilities, such as dog runs and electronic perimeter or electric fences, are expressly prohibited without the written approval of the Architectural Review Committee.
- f. Pets that may be considered vicious or become a nuisance in any way to residents may be required to be removed from the Community.
- g. Pets may not be kept on a Unit for any commercial purpose.
- h. Local government ordinances and restrictions on pet control shall also be enforceable as restrictions and covenants in the Community.

Renters, Guests and Visitors: Renters, guests and visitors are expected to comply with the same rules and regulations as the homeowners. Each homeowner is responsible to ensure their renters and guests are aware of the policies and rules that govern the Association. Homeowners are fully responsible for the actions of renters, guests and visitors. Leases should state that renters must observe the rules and policies of the Association. Copies of the Handbook may be obtained from the Managing Agent or on the website at www.westvillagetownhomes.com.

Trash: Trash cans shall be removed from curbside no later than 10:00 pm the same day the trash is removed. All trash shall be bagged and secured in trash cans with lids. Exceptions are permitted for articles larger than a common trash can. Trash cans shall be screened so they are not noticeable from the street.

Use Restrictions: All Property within the Community shall be held, used and enjoyed subject to the following limitations and restrictions.

- a. All portions of a Unit not improved with a residence, driveway, walkways, patios or decks shall be irrigated, improved, and landscaped by the Owner.
- b. Backyard landscaping shall be maintained in a neat, attractive, sightly and well-kept condition by the Owner. Design approval is required for changes to the landscape.
- c. Air condition equipment and swamp coolers, if allowed for under the Master Declaration, may be installed by an Owner subject to Architectural Review Committee approval.
- d. Occupancy of a Unit shall be primarily for residential use.
- e. Cutting or clearing of trees and shrubs is prohibited without prior written approval of the Architectural Review Committee.
- f. Painting or changing the appearance of the exterior of a Unit is prohibited without prior written consent of the Association.

- g. Fences, and/or privacy walls must have prior written approval of the Architectural Review Committee.
- h. No clotheslines, equipment or storage areas shall be located on any Unit so as to be visible from a street and/or public view.
- i. No nuisance shall be permitted within the community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of a Unit or Common Elements, or any portion of the Community by Owners.
- j. There shall be no obstruction of the Common Elements, or shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association.
- k. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Community except such sign or signs as may be approved in writing by the Executive Board, and the American flag and political signs as required by Colorado statutes.
- l. No structures from a homeowner's yard shall encroach upon a neighbor's yard or West Village common space.
- m. Satellite receiver installation is generally approved but subject to installation and maintenance rules as defined by the Association with regard to safety and aesthetic concerns and are governed by Article 8 of the Declaration.
- n. All windows of a home shall be equipped with curtains or blinds or a similar covering to afford privacy and maintain the visual appeal of the neighborhood. Screens shall be well maintained on all windows.
- o. Seasonal decorations should be temporary installations and displayed no more than two (2) weeks before a holiday and removed no later than two (2) weeks after the holiday.
- p. Winter holiday decorations, including exterior lights, can be displayed the weekend after Thanksgiving and should be removed no later than February 1st of the following year. All exterior lights shall bear the "Underwriter's Laboratory" seal for outdoor fixtures and be maintained and installed in a safe manner.
- q. Garage or yard sales held by individuals at West Village Townhomes are permitted only with Board Approval. No single individual may hold a garage or yard sale from or within their Unit more than two (2) times per calendar year.

ADDENDUMS

- A. Architectural Request Form
- B. Homeowner Information Sheet for Submittal
- C. Governance Policies
 - i. Collection Policies and Procedures
 - ii. Conflict Policy
 - iii. Enforcement Procedure
 - iv. Meeting Policy
 - v. Procedures for Adoption & Amendment of Policies, Procedures, and Rules
 - vi. Records Inspection Policy
 - vii. Reserve Policy
 - viii. Alternative Dispute Resolution
 - ix. Owner Initiated Insurance Claim Procedures
- D. Lateral Drain Lines and Main Sewer Line Policy
- E. Map

**West Village Townhomes @ Lowry Community Association
ARCHITECTURAL and DESIGN
CHANGE APPLICATION**

Applicant's Name: _____

Property Address: _____

Home Phone: _____ Work Phone: _____

My request involves the following type of change:

- | | | |
|--|--|---|
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Deck/Patio Change | <input type="checkbox"/> Deck/Patio Cover |
| <input type="checkbox"/> Trash Enclosure | <input type="checkbox"/> Shed | <input type="checkbox"/> Fence/Gate |
| <input type="checkbox"/> Exterior Modification | <input type="checkbox"/> Hot Tub/Spa | <input type="checkbox"/> Other |

Describe Change: * _____

Planned Start Date: _____ Planned Completion Date: _____

I understand that I must receive approval of the Architectural Control Committee (ACC), and in some cases, West Village Townhomes @ Lowry Community Association Board, in order to proceed. I also understand that approval by the ACC shall not be deemed to constitute compliance with the requirements of any local building or zoning codes or development or land use regulations, and it is my responsibility to comply with such codes and regulations, including obtaining a building permit, if required. I have read the Covenants and the Architectural and Landscape Design Guidelines and agree to comply with these documents. Further, I agree to complete these changes within the time started below as determined by the ACC.

Date: _____ Signature: _____

ACC Action

Approved as submitted (Valid for 6 months).

Approved, subject to: _____

Denied, for the following reason(s): _____

Approved improvements shall be completed within _____ days following ACC approval.

Date: _____

ACC Chairman Signature

*Where appropriate, please provide plot and construction plans; architectural drawings; brochures, pictures, samples, and/or specifications of product(s) to be utilized; plant/shrub/tree species name, water requirements, and mature height and width dimensions.

OWNER/RESIDENT INFORMATION FORM
WEST VILLAGE TOWNHOMES @ LOWRY COMMUNITY ASSOCIATION
Denver, CO. 80220

In order to cope with emergency and everyday situations, as well as comply with requirements of the Declarations, we need the following information for confidential Association records. Please fill out and return this form to Western States Property Services at the address at the bottom of the page.

Date: _____

Unit address: _____

Owners Name(s): _____

Home Phone: _____ Work Phone: _____

Owners E-mail Address (optional): _____

Occupants Name (if rented): _____ Phone: _____

If unit is rented, please enclose a copy of the current lease for association files.

Pets in Residence: _____ Number of Residents in Unit: _____

Rental: _____ Family Home: _____ For Sale/Rent: _____

IN CASE OF EMERGENCY, PLEASE NOTIFY:

Name: _____ Phone: _____

Your mailing address, if different from West Village Townhomes @ Lowry:

Name: _____

Street: _____

City : _____, State : _____ Zip: _____

If there is further information that you feel might be helpful, please add it to this form.
(e.g., children, handicapped needs, rental agent, vacation home address)

Please return this form to: Western States Property Services, 9145 E. Kenyon Avenue, Suite 100, Denver, CO 80237 or fax to 303-745-3335. Email: kave@wsps.net.

March 2011

WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.
COLLECTION POLICY AND PROCEDURE

Adopted June 22, 2009

The following policy and procedure has been adopted by the West Village Townhomes At Lowry Community Association, Inc. ("Association") pursuant to Colorado statutes, for collection of unpaid assessments

- 1 Due Date. The annual assessment as determined by the Board and as allowed for in the Declaration and Colorado statutes shall be due and payable in monthly installments due on the first day of each month. Assessments or other charges not paid to the Association by the 10th day of each month shall be considered past due and delinquent.
- 2 Late Charge and Interest Imposed. If a monthly assessment is not paid by the 10th day of each month, the Board shall assess a Late Charge of ten dollars (\$10.00) for that month's assessment and interest at 18% per annum on the outstanding or past due balance then due the Association.
- 3 Returned Check Charges. In addition to any and all charges imposed under the Declaration, Colorado statutes, or this policy, a fifty dollar (\$50.00) fee or other amount deemed appropriate by the Board 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. Such returned check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the property 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, Colorado statutes, Rules and Regulations or this policy.
- 4 Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and Colorado statutes, 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, and shall be charged as an assessment against the owner's account.
- 5 Application for Payments made to the Association. All payments received on the account of any owner shall be applied in the following order: 1) any and all attorney fees, legal fees and costs incurred for collection of assessments or for owner's failure to comply with

provisions of the Association's Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, including lien fees; 2) fines, late charges and interest; 3) returned check charges, and other costs owing or incurred with respect to such owner pursuant to the Declaration, Colorado statutes, Rules and Regulations, or this policy; and 4) assessments due or to become due with respect to each owner.

6. Collection Letters.

- (a) After an assessment, or other charge due the Association, becomes 10 days past due, the Board may cause, but shall not be required to send, a "late notice" to the owner who is delinquent in payment.
- (b) If payment in full is not received within 60 days of the date due, the Board may, but shall not be required to send the account to the Association's attorney for collection.

7. Referral of Delinquent Accounts to Attorneys. The Board may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred, including recording of a Notice of Assessment Lien against the property. 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. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

8. Appointment of a Receiver. The Board may seek the appointment of a receiver if an owner becomes delinquent in the payment of assessments. 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.

9. Judicial Foreclosure. The Board may choose to foreclose on the Association's lien in lieu of or in addition to suing an owner in county court 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 in obtaining payment, or other circumstances favor such action.

10. Waivers. The Board may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.

11. Ongoing Evaluation. Nothing in this policy shall require the Board to take specific

actions at a specific time but the Board shall not take any action in less than the time stated herein for a particular action. The Board has the option and right to continue to evaluate each delinquency on a case by case basis.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the West Village Townhomes At Lowry Community Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Executive Board on June 22, 2009, and in witness thereof, the undersigned has subscribed his/her name.

WEST VILLAGE TOWNHOMES AT LOWRY
COMMUNITY ASSOCIATION, INC.,
a Colorado non-profit corporation

By: Stephano Eran
President

WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.
BOARD POLICY AND PROCEDURE
REGARDING CONFLICTS OF INTEREST

Adopted June 22, 2009

The following resolution has been adopted by the West Village Townhomes At Lowry Community Association, Inc. ("Association") pursuant to Colorado statutes, at a meeting of the Executive Board ("Board") to establish a policy and procedure for handling conflicts of interest by Board members

RECITALS

- (a) The Board wishes to avoid self-dealing, actual or apparent, in its administration of the Association.
- (b) The Board wishes to adopt requirements for Directors in order to assure sound management of the Association

NOW, THEREFORE, BE IT RESOLVED that the following shall apply:

Requirements Upon All Directors.

- A. All Directors shall exercise their power and duties in good faith and in the interest of, and with utmost loyalty to the Association and owners. All Directors shall comply with all lawful provisions of the Association's Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations.
- B. Any duality of interest or possible conflict of interest on the part of any Director shall be disclosed to the other Directors at the first meeting of the Board at which the interested Director is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Board meeting at which the disclosure of the conflict or possible conflict of interest is made.
- C. The interested Director shall leave the meeting during any time when discussion of any topic related to the conflict or possible conflict of interest is conducted. The minutes of the meeting shall reflect that the interested Director did not participate in the discussion and left the meeting during the discussion.
- D. Any Director having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter. The

minutes of the meeting shall reflect the abstention from voting and the reason for the abstention

- E. The foregoing requirements shall not be construed as preventing the interested Director from briefly stating his or her position in the matter nor from answering pertinent questions of other Board members since his or her knowledge may be of great assistance.
- F. Any breach or suspected breach of this resolution by a Director shall be brought to the attention of the remaining Board members for appropriate action.
- G. If the remaining Board members by a majority vote determine that a breach of this resolution has occurred, it may impose sanctions upon the interested Director as appropriate and reasonable. If the breach is determined by a majority vote of the remaining Directors to be knowingly and willfully committed, the Board may accept the breach as the interested Director's resignation from the Board of Directors.
- H. From the date of adoption of this resolution set forth above, all Directors shall serve subject to the requirements of this resolution

IN WITNESS WHEREOF, the undersigned have executed this Resolution the 22nd day of June, 2009.

WEST VILLAGE TOWNHOMES AT LOWRY
COMMUNITY ASSOCIATION, INC.,
a Colorado non profit corporation

By: Stephanne Evans
President

By: [Signature]
Secretary

WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.
POLICY AND PROCEDURE
ENFORCEMENT OF THE DECLARATION, BYLAWS, RULES AND
REGULATIONS, OR ARCHITECTURAL GUIDELINES

Adopted June 22, 2009

The following policy and procedure has been adopted by the West Village Townhomes At Lowry Community Association, Inc. ("Association") pursuant to Colorado statutes, for enforcement of the Association's governing documents

1. **Notice of Alleged Violation.** Notice of Alleged Violation of any provision of the Declaration, Bylaws, Rules and Regulations, or Architectural Guidelines shall be provided to the applicable Owner as soon as reasonably practicable following receipt of a complaint by the Association's Executive Board ("Board") of such violation. The Board may also, at its option, provide a copy of such Notice to any non-owner violator. The Notice shall describe the nature of the violation and shall further state that the Board may seek to protect its rights as they are specified in the governing legal documents.

2. **Service of Notices.** Service of all notices required or permitted to be given hereunder shall be made as follows:

If to a Owner and/or Lessee: By personal delivery to the Owner and/or Lessee; or by U.S. Mail, postage prepaid, addressed to the last registered address of the Owner and/or Lessee as contained in the Association's records

If to the Association: By personal delivery or U.S. Mail, postage prepaid, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State, or such other address as the parties may be advised of in writing.

Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

3. **Request for Hearing.** If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, the Owner must request such hearing, in writing, within thirty (30) days from receipt of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation. If a hearing is not requested within the 30 day period, the Board shall determine if there was a violation, and if so, may assess a reasonable fine within the guidelines contained in this Policy and Procedure within sixty (60) days of the expiration of the 30 day period.

The Association's managing agent shall give notice of said assessment to the applicable Owner as provided in the Association's governing documents or this Policy and Procedure. Unless otherwise provided in the Association's governing documents, the fine assessment is due and payable immediately upon receipt of notice of the fine assessment

4. **Board to Conduct Hearing.** The Board shall hear and decide cases set for hearing pursuant to this Policy and Procedure. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings.
5. **Conflicts.** Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Board prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.
6. **Hearing.** The Board shall inform the Owner of the scheduled time, place and date of the hearing, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by reading the Notice of Alleged Violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. Neither the complaining parties nor the Owner must be in attendance at the hearing. However, the decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all members of the Association.
7. **Decision.** After all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within ten (10) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the members of the hearing board present at the hearing. The Board may also issue and present for recording with the County Clerk and Recorder, a Notice of Finding of Violation. Upon satisfactory compliance with the Association's governing documents, the Notice of Finding of Violation may be released by the Association issuing and recording a Release of Notice of Finding of Violation.
8. **Fine Schedule.** Unless otherwise provided in the Rules and Regulations or the Architectural Guidelines, any violation of the Declaration, Bylaws, Rules and Regulations, or Architectural Guidelines may subject the Owner to a reasonable fine assessment imposed by the Association as follows:

- (i) Notice of Violation: Written warning letter or posting of notice.
- (ii) Fines shall be determined by the hearing board for each finding of a violation based on the type, severity, repetition and circumstances of each violation based on the following guidelines:

First time or minor violations	between \$25 and \$75
Repeated minor violations	between \$50 and \$100
Repeated or flagrant violations	between \$100 and \$500
- (iii) Fines may not exceed \$500.00 for any one finding of a violation.
- (iv) In the event of a continuing violation, a daily fine may be levied if, and only if, the Board performs a daily inspection to verify the violation is continuing.

Notwithstanding any provision of this fine schedule or Policies and Procedures, the Association may use any legal means available at any time to enforce the terms of the Declaration, Bylaws, Rules and Regulations, Architectural Guidelines, or any other governing document of the Association.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the West Village Townhomes At Lowry Community Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Executive Board on June 22, 2009, and in witness thereof, the undersigned has subscribed his/her name.

**WEST VILLAGE TOWNHOMES AT LOWRY
COMMUNITY ASSOCIATION, INC.,**
a Colorado non-profit corporation

By: Stephanus Evans
President

WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.
POLICY AND PROCEDURE
CONDUCT OF MEETINGS

Adopted June 22, 2009

The following policy and procedure has been adopted by the West Village Townhomes At Lowry Community Association, Inc ("Association") pursuant to Colorado statutes, for conduct of meetings.

MEMBERS MEETINGS

1. Meetings of the Members shall be held at such times and locations as may be provided in the Association's governing documents or by applicable Colorado statutes, but at least once annually
2. Notice of Members meetings shall be distributed as may be provided in the Association's governing documents or by applicable Colorado statutes
3. The Association's Executive Board shall determine the agendas for Members meetings, subject to any requirements in the Association's governing documents, and distribute such agendas with notices of the meetings
4. The President of the Association's Executive Board or such other person as may be designated by the President, shall preside over Members meetings
5. Items of business and/or discussion must be presented by Motion and such Motion seconded, prior to discussion.
6. Any person not in compliance with the following rules of conduct, may be ejected from the meeting:
 - a. No one may speak until called upon by the chairperson to do so;
 - b. Only one person may speak at a time;
 - c. Personal attacks or abusive language will not be tolerated; and
 - d. Only the chairperson may interrupt a speaker and then only for purposes of limiting the time of the discussion or due to personal attacks or abusive language
7. Voting by Members for contested positions on the Executive Board shall be by secret ballot. Any other matter properly put before the assembly for a vote may be by any means acceptable to the assembly or by secret ballot at the discretion of the Board or if requested by twenty (20) percent of the members present in person or by proxy.
8. Unless otherwise provided by the Association's governing documents or by applicable Colorado statutes, the affirmative vote required for the election of Directors shall be the candidates receiving the largest number of votes. Unless otherwise provided by the

Association's governing documents or by applicable Colorado statutes, the affirmative vote required for the passage of any other matter put before the assembly for a vote shall be fifty-one percent (51%) of those voting.

BOARD MEETINGS

- 1 Meetings of the Executive Board shall be held at such times and locations as may be provided in the Association's governing documents or by applicable Colorado statutes
- 2 Notice of Executive Board Meetings shall be distributed as may be provided in the Association's governing documents or by applicable Colorado statutes.
- 3 The Board members or Managing Agent may create agendas for Board meetings, but are not required to do so. To the extent that an agenda is created for a Board meeting, it shall be provided to owners requesting a copy of same.
- 4 Notwithstanding paragraph 3 above, the first item of business for Board Meetings shall be "Homeowners Forum" conducted as follows:
 - a There will be a list at a sign in table for persons to enter their names if they wish to speak at this meeting;
 - b Only those persons who have entered their names on the list of speakers shall speak;
 - c Speakers will be called upon to speak in the same order in which they entered their names;
 - d No one may speak until called upon by the chairperson to do so;
 - e Only one person may speak at a time;
 - f Each person shall have three (3) minutes to speak;
 - g Personal attacks or abusive language will not be tolerated; and
 - h Only the chairperson may interrupt a speaker and then only for purposes of limiting the time of the discussion or due to personal attacks or abusive language.
- 5 The President of the Association's Executive Board or such other person as may be designated by the President, shall preside over Board meetings
- 6 For each matter upon which the Board anticipates taking action, a motion must be made stating the proposed action, followed by discussion. Owners who are not Board members may not participate in such discussion unless requested by a majority vote of the Board to do so.
- 7 At the conclusion of discussion, but prior to vote on the Motion by the Board members, any owner may request to be heard on the matter discussed. Notwithstanding the previous statement, no more than one person in favor of the Motion and one person opposed to the Motion shall be heard.

- 8 Board meetings shall be open to attendance by all members of the association or their representatives
- 9 The members of the Board may hold a closed door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:
 - a Matters pertaining to employees of the Association or the Managing Agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
 - b Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 - c Investigative proceedings concerning possible or actual criminal misconduct;
 - d Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and
 - e Review of or discussion relating to any written or oral communication from legal counsel
- 10 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
- 11 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
- 12 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.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the West Village Townhomes At Lowry Community Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Executive Board on June 22, 2009, and in witness thereof, the undersigned has subscribed his/her name

WEST VILLAGE TOWNHOMES AT LOWRY
COMMUNITY ASSOCIATION, INC.,
a Colorado non-profit corporation

By: Stephanie Evans
President

WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.
POLICY AND PROCEDURE
ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES

Adopted June 22, 2009

The following policy and procedure has been adopted by the West Village Townhomes At Lowry Community Association, Inc. ("Association") pursuant to Colorado statutes, for adoption and amendment of policies, procedures and rules.

1. Adoption or amendment of any policy, procedure or rule shall be performed only at a meeting of the Executive Board open to all Members or their representatives.
2. The Board members shall consider the following criteria when adopting or amending a policy, procedure or rule:
 - a. Reasonableness and necessity;
 - b. Impact does not create separate groups of Members;
 - c. Clear and unambiguous;
 - d. Reasonably relates to the preservation, protection and enhancement of property values; and
 - e. Consistent with the Association's governing documents and applicable federal, state, and local statutes or regulations.
3. Adoption or amendment of any policy, procedure, or rule and regulation requires an affirmative vote of a majority of Board members in attendance at the meeting.
4. Any policy, procedure, or rules and regulations shall be effective fifteen days after delivery of notice of the adoption or amendment of any policy, procedure, or rule and regulation, in writing to each Member.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the West Village Townhomes At Lowry Community Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Executive Board on June 22, 2009, and in witness thereof, the undersigned has subscribed his/her name.

WEST VILLAGE TOWNHOMES AT LOWRY
COMMUNITY ASSOCIATION, INC.,
a Colorado non-profit corporation

By: Stephanie Evans
President

WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.
POLICY AND PROCEDURE
INSPECTION AND COPYING OF ASSOCIATION RECORDS

Adopted June 22, 2009

The following policy and procedure has been adopted by the West Village Townhomes At Lowry Community Association, Inc ("Association") pursuant to Colorado statutes, at a meeting of the Executive Board ("Board").

1 Inspection of Association Books and Records by members

- a A member or his/her authorized agent is entitled to inspect and copy, at the member's expense and during regular business hours at a reasonable location specified by the Association, any of the records or papers of the Association (except as specifically limited or excluded by Section 3 below) if the member gives the Association written demand at least five (5) business days before the date on which the member wishes to inspect and copy such records and:
 - i The demand is made in good faith and for a proper purpose;
 - ii The member describes with reasonable particularity the purpose and the records or papers the member desires to inspect; and
 - iii The records or papers are directly connected with the described purpose
 - iv "Proper purpose" means a purpose reasonably related to the demanding member's interest as a member of the Association.
 - v It is within the reasonable discretion of the Board to determine whether a member's demand to inspect and copy is made in good faith and for a proper purpose.

2 Proper Purpose/Limitation Without the consent of the Executive Board, a membership list or any part thereof may not be obtained or used by any person for:

- a Any purpose unrelated to a member's interest as a member;
- b To solicit money or property unless such money or property will be used solely for the purpose of generating materials or holding meetings to solicit the votes of the members in an election to be held by the Association;
- c Any commercial purpose; or
- d To be sold to or purchased by any person

3 Exclusions The following records and documents may be kept confidential by the Association:

- a Attorney-Client Confidential Documents In order to protect the attorney/client privilege existent between the Association and its attorneys, all communications between the Association and its attorney, including, but without limitation,

memos, opinion letters, and draft documents prepared at the behest of the Executive Board, are not available for the inspection or copying by any member or his/her authorized agent, without the consent or authority of the Executive Board

- b. Personnel Confidential Documents. Documents pertaining to employees of the Association or involving employment, promotion, discipline, or dismissal of an officer, agent or employee
 - c. Applicable Law. Any documents that are confidential under constitutional, statutory or judicially imposed requirements.
 - d. Individual Privacy. Any documents the disclosure of which would constitute an unwarranted invasion of individual privacy are confidential
4. Copy and other Document Fees. The Association may impose a reasonable charge, covering the costs for copies of any documents the Association provides to a member. The charge may not exceed the actual cost for copies as incurred by the Association

If a member requests copies of Association documents which are not in the possession of the Association, the member is responsible for whatever fees and costs are imposed by the entity (CPA, attorney, etc) holding such records for copy and related costs, including but not limited to labor, materials and postage

If a member requests a copy of an Association document which must be retrieved from archives, compiled, generated, certified or authenticated in any way, the member is responsible for all fees and costs incurred in the retrieval, compilation, generation, certification or authentication and reproduction (copying) of the requested document(s), including but not limited to labor, materials and postage.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the West Village Townhomes At Lowry Community Association, Inc , a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Executive Board on June 27, 2009, and in witness thereof, the undersigned has subscribed his/her name

WEST VILLAGE TOWNHOMES AT LOWRY
COMMUNITY ASSOCIATION, INC.,
a Colorado non-profit corporation

By: Stephen Evans
President

WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.
POLICY AND PROCEDURE
INVESTMENT OF RESERVE FUNDS

Adopted June 22, 2009

The following policy and procedure has been adopted by the West Village Townhomes At Lowry Community Association, Inc ("Association") pursuant to Colorado statutes, for investment of the Association's reserve funds.

PURPOSE

The purpose of this policy is to institute proper guidelines for the ongoing management of the Association's investment of its reserve funds.

INVESTMENT OBJECTIVES

The principal represents the reserve funds for maintenance, repair, and replacement of those items for which the Association is responsible and that must be periodically maintained, repaired, or replaced. Reserve funds are to be invested in a manner that assures maximum safety and appropriate liquidity and, secondarily, maximizes yield within such constraints. The investment objectives are, in order of priority, as follows:

1. Preservation and safety of principal;
2. Liquidity to meet expected and unexpected expenditures; and
3. Maximization of yield.

INVESTMENT RESPONSIBILITIES

The Executive Board has sole authority to approve and amend, alter or otherwise make changes to the investment policy. Any modifications to this policy shall be in writing and approved by the Board.

The Board shall have direct control with regard to opening appropriate bank accounts and establishing safekeeping accounts or other arrangements for the custody of securities and execute such documents as may be necessary. The Board may employ the service of a qualified investment advisor to direct a portion or all of the investment activities of the Association consistent with guidelines set forth in this investment policy.

The Board will monitor ongoing investment activities to ensure proper liquidity is being provided and that the investment strategy is consistent with the Association's objectives. The Executive Board shall review investment performance no less than quarterly.

INVESTMENT GUIDELINES

A. Eligible Investments

The portfolio will be limited to the following investments:

1. Certificates of deposit (CDs);
2. Money market deposit accounts;
3. Money market funds; and
4. U.S. treasuries and U.S. treasury zero coupons.

B. Credit Quality Restrictions

AAA-rated or U.S. Treasury securities

C. Maturity Limits

1. No individual investment may exceed 2 years in maturity; and
2. The weighted average maturity of the portfolio will not exceed 1 year. The Association must structure its investment portfolio in order to meet anticipated cash requirements

D. Strategy

Investments shall be structured so they mature in successive years allowing the Association to minimize the interest rate risk

E. Custodian

Investments will be held in custodial accounts with approved banks or financial institutions federally insured either through FDIC or the US Government, with no more than \$100,000.00 held in any one bank.

PROCEDURES

1. Transfers of budgeted additions to reserves shall be made on a monthly basis;
2. A quarterly report of earnings shall be prepared by management, financial advisor, or the treasurer and presented at a Board meeting;
3. Two Board member signatures must be required to withdraw funds from investment accounts. An exception may be made for transfers between accounts of the Association so long as both accounts require two Board member signatures for withdrawals of funds; and
4. In addition to any requirements provided by the Association's governing documents, the Association shall obtain coverage by fidelity insurance to protect the Association from

loss due to theft for any person with access to its investments

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the West Village Townhomes At Lowry Community Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Executive Board on June 22, 2009, and in witness thereof, the undersigned has subscribed his/her name.

WEST VILLAGE TOWNHOMES AT LOWRY
COMMUNITY ASSOCIATION, INC.,
a Colorado non-profit corporation

By: Stephanie Evans
President

WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.
POLICY AND PROCEDURE
ALTERNATIVE DISPUTE RESOLUTION

Adopted June 22, 2009

The following policy and procedure has been adopted by the West Village Townhomes At Lowry Community Association, Inc. ("Association") pursuant to Colorado statutes, for addressing disputes arising between the Association and Owners. This Policy and Procedure for Alternative Dispute Resolution specifically does not apply to enforcement of the Association's governing documents, including but not limited to, collection of assessments and violations of rules, regulations, policies, or covenants.

1. Any dispute arising between an Owner and the Association should be submitted in writing by the Owner to the Executive Board through the Association's managing agent for consideration at the next scheduled Board meeting at which the Owner shall attend.
2. If resolution of the dispute is not achieved through a dialogue between the Owner and the Board, the dispute shall be submitted to Denver Mediation, a service of the City and County of Denver, by telephone, 303 697 8515, or email at denver@findsolutions.org.
3. If the Owner refuses to participate in mediation or if mediation is unsuccessful, neither the Association nor the Owner has waived any right to pursue any available legal actions.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the West Village Townhomes At Lowry Community Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Executive Board on June 22, 2009, and in witness thereof, the undersigned has subscribed his/her name.

WEST VILLAGE TOWNHOMES AT LOWRY
COMMUNITY ASSOCIATION, INC.,
a Colorado non-profit corporation

By: Stephanie Evans
President

**INSURANCE GUIDELINES
FOR UNIT OWNERS
WEST VILLAGE TOWNHOMES AT LOWRY COMMUNITY ASSOCIATION, INC.**

A. ASSOCIATION'S DUTY TO INSURE

The Board has the duty to maintain, at all times, insurance policies which satisfy the requirements set forth in Article 10 entitled "Insurance/Condemnation," of the Declaration of West Village Townhomes at Lowry (the "Declaration").

In performance of its duty, the Board has obtained insurance policies which provide the following coverage:

1. Replacement value of the Units, including original specification grade fixtures, but **not including furniture, furnishings or other personal property supplied or installed by Owners**. Original specifications include hardwood floors in the Units.

Therefore, **upgrades and additions are not covered** under the Association's insurance policies. As used in these Guidelines, original specification grade fixtures and original construction mean as offered by the Developer, not necessarily as actually originally constructed.

2. General public liability and property damage insurance against claims for bodily injury or death or property damage **occurring upon or in the general common elements**

This liability coverage **does not extend to claims within the boundaries of Units**. Owners are encouraged to obtain sufficient liability insurance coverage for occurrences within their Units.

PLEASE NOTE: IN THE ABSENCE OF NEGLIGENCE ON THE PART OF THE ASSOCIATION, THERE IS NEVER COVERAGE UNDER THE ASSOCIATION'S POLICIES FOR OWNERS' PERSONAL PROPERTY, FURNISHINGS, UPGRADES, APPLIANCES, EQUIPMENT OR FIXTURES.

B. OWNER'S RESPONSIBILITY TO INSURE

Each Owner is encouraged to maintain, at all times, contents insurance coverage which satisfies the requirements set forth in Section 10.15 of the Declaration. Such insurance should provide complete comprehensive contents coverage, including furniture, furnishings, appliances, equipment, upgrades, fixtures, wall, floor and ceiling materials other than original construction, floor, wall and window coverings, including carpet, and liability coverage for the Owner. Additionally, the Owner's coverage should provide for payment of the Owner's responsibility to pay any or all of the deductible amount under the Association's insurance policy and these Guidelines. Each Owner is encouraged to name the Association as an additional insured in his policy and provide the Association with a 30-day Notice of Cancellation.

Any insurance policy an Owner obtains must:

1. Contain waivers of subrogation against the Association and the other Owners; and
2. Provisions such that the liability of the carriers issuing insurance obtained by the Association cannot be affected or diminished by the individual's insurance.

C. CLAIMS ON BEHALF OF OWNERS

In the event an occurrence is made known to an Owner which results in damages or injury to an Owner which may come within the Association's coverage as required in Article 10 of the Declaration, the following procedures should be followed by the Owner:

1. The Owner(s) shall promptly notify his/her/their carrier(s) of the damage and follow the procedures set out in the Owner's policy describing the insured's duties in the event of an occurrence, claim, or suit
2. In the event that the damage the Owner has sustained may come within the coverage required of the Association under Article 10 of the Declaration, the Owner shall promptly notify the Association of the damage by providing written notice to the managing agent setting forth the following:
 - a) Owner's home address and phone number; and
 - b) The time, place and circumstances of the event; and
 - c) The names and addresses of the injured and of available witnesses.
3. The Board shall then make a determination as to whether the occurrence or claim consists of damages for which the Owner is responsible for insuring under Section 10.15 of the Declaration. In such event, the Association shall so notify the Owner.
4. In the event that the Board determines that the occurrence or claim consists of damages for which the Owner is not responsible for insuring under Section 10.15 of the Declaration, the Board shall determine whether the occurrence or claim consists of damages for which the Association is responsible for insuring under Article 10 of the Declaration.
5. If so, the Board, as the insured, shall determine whether the Board should act to submit a claim under its policies by balancing the benefits conferred to the Association under the policy with the costs associated with the claim to the Association.

WEST VILLAGE TOWNHOMES @ LOWRY

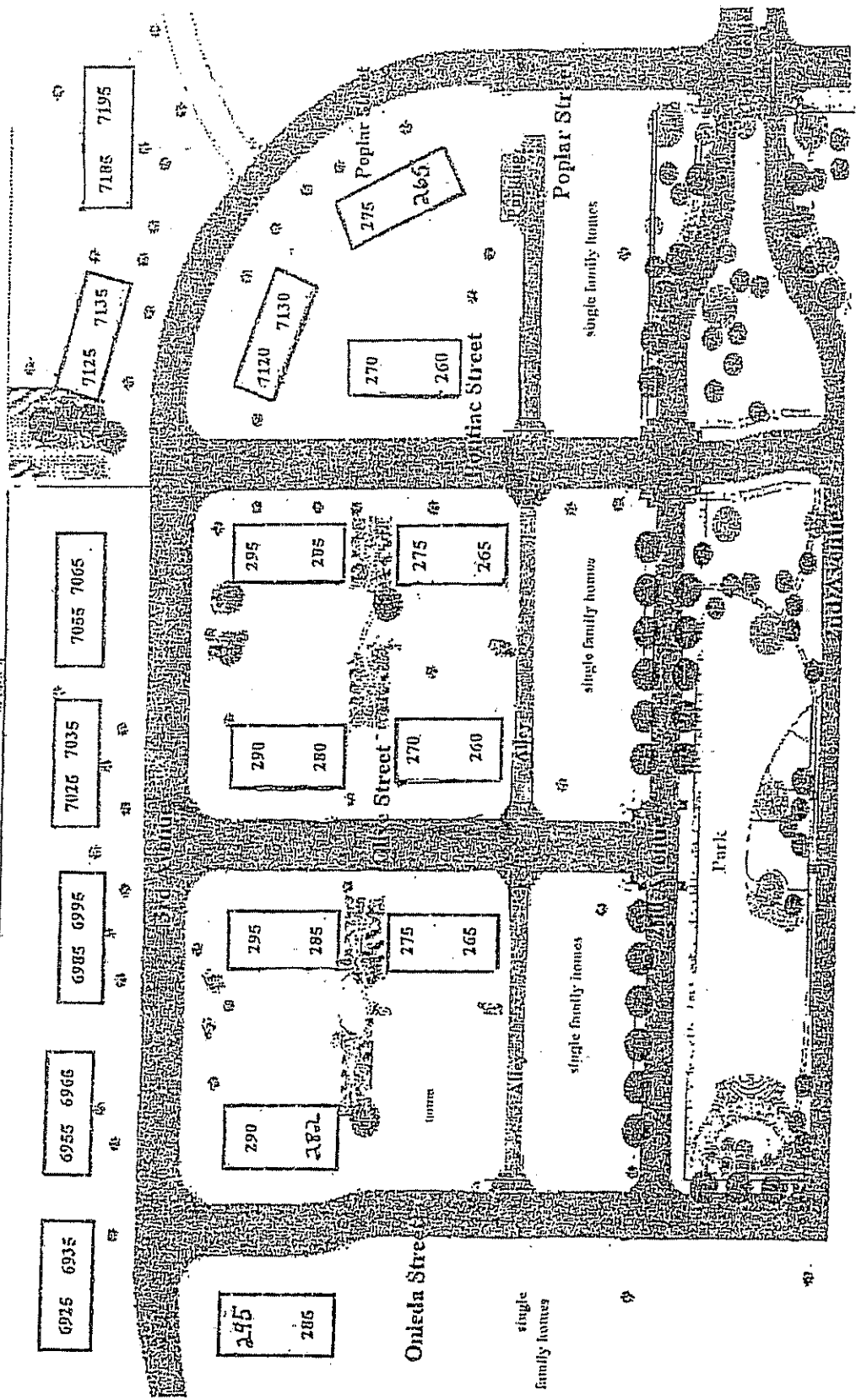
LATERAL DRAIN LINES AND MAIN SEWER LINE POLICY

With the intent to clarify the responsibility for maintenance and management of the Townhome lateral drains and main sewer lines, the Board of Directors for West Village Townhomes @ Lowry approved the following policy on **February 14, 2007**.

- Owner should call a plumber of choice to resolve their problem and then pay the contractor.
- If owner determines through professional resolution the problem was in the main sewer line and thus an HOA responsibility, the owner should send a written request for reimbursement consideration to the Board of Directors for review. The request should include a copy of the paid service invoice, appropriate documentation as to what the clog consisted of, where located in the main sewer line, how many feet out the contractor had to go to actually unplug the clog, and finish the cleanout. Any other information that may assist in making a decision should be included.
- The Board will review the request and documentation at the next regularly scheduled meeting and will notify the owner in writing of their decision in a timely manner.
- For any problem that can be confirmed prior to commencement of work and costs expended, and for any expenses being charged for a clog that is located in the main sewer line and is an HOA responsibility, a proposal of costs and verification of location of obstruction to make the repairs must be submitted to and approved by the Board of Directors prior to the start of work that the Association may be responsible to pay for.
- Any junction from a lateral drain line into the main sewer line is the responsibility of the homeowner, as this is the location where their lateral drain line taps into the main sewer line.
- Homeowner is responsible for all maintenance and repairs to their interior drains, the lateral drain lines and junction into the main sewer line.
- The Association is responsible for all maintenance and repairs only to the main sewer lines.



West Village Townhomes at Lowly



WEST VILLAGE TOWNHOMES at Lowly

**All Measurements approximate
All Information subject to change