

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WOODBRIIDGE TOWNHOME OWNERS ASSOCIATION, INC.**

At a regular meeting of the Board of Directors held on June 7, 2007, by motion and vote, the Board of Directors adopted the following resolution concerning consolidation of resolutions, policies and rules:

WHEREAS, Article II of the Declaration of Covenants, Conditions and Restrictions of Woodbridge Townhomes (the "Declaration") authorizes the Woodbridge Townhome Owners Association, Inc. ("Association") to govern the affairs of the properties subject to the Declaration and to adopt rules and regulations and;

WHEREAS, the Association's Board of Directors has periodically adopted resolutions and rules concerning matters affecting the Association; and

WHEREAS, Senate Bills 05-100 and 06-089 have required associations to adopt certain policies as well as to disclose certain documents; and

WHEREAS, the Board of Directors desires to consolidate all previously adopted policies, resolutions into one document to simplify record keeping and disclosure.

THEREFORE, it is hereby resolved:

A document titled "Woodbridge Townhome Rules and Regulations" will be created which will incorporate all previously adopted resolutions policies and rules. The document may be provided to members upon request without the necessity of providing copies of prior resolutions, policies and rules and may be relied upon by members as being the current set of all such resolutions, policies and rules. The document may be modified from time to time by the Board of Directors and such modifications will have the same effect.

BY THE BOARD OF DIRECTORS OF
WOODBRIIDGE TOWNHOME OWNERS
ASSOCIATION, INC.

Signed by: C.J. Murphy as President
C J MURPHY, PRESIDENT

The undersigned hereby attests that the above resolution was properly adopted at the referenced meeting as reflected in the minutes of said meeting.

Signed by: Sam Giamarvo as Vice President
SAM GIAMARVO, VICE PRESIDENT

Effective Date: June 7, 2007

WOODBRIIDGE TOWNHOME OWNERS ASSOCIATION, INC.

Rules and Regulations

(As Adopted by the Board of Directors, June 7, 2007)

These Rules and Regulations are adopted by the Board of Directors of the Woodbridge Townhome Owners Association, Inc., pursuant to Article II, Section 4, subdivision (a), of the Declarations of Covenants, Conditions and Restrictions of Woodbridge Townhomes Owners Association (the“Declarations”). Where there is a conflict between the Declarations and these Rules and Regulations, or where the Declarations are more specific than these Rules and Regulations, the Declaration shall control.

Please Note: All owners should familiarize themselves with provisions of the Association Declarations, Articles of Incorporation and Bylaws, and Rules and Regulations. Copies of these documents should have been provided to you by the Association at the time you purchased your property. You are responsible for assuring that your guests, visitors and tenants comply with these Rules and Regulations and the Declarations. Woodbridge is currently managed by Courtney and Courtney (“Management Company” or “Property Manager”). If you need a copy of the Rules and Regulations for any purpose (i.e., to provide to your tenants), you may view a copy of the current revision on the World Wide Web at www.woodbridgetownhomes.com. If you have any questions about any of these governing documents, please contact the Management Company, currently Courtney & Courtney at (719) 260-8216.

PURPOSE

To ensure that Woodbridge Townhomes continues its reputation as a high-standard community, reflecting an excellent quality of life for residents and guests.

To establish standards which will apply to all residents and owners.

To work inclusively to inform and enforce standards in a spirit of cooperation and sensitivity to all neighbors.

To aid in maintaining the value of the owner’s investment in the Woodbridge community.

To clarify and further the intent of the Declarations of Covenants, Conditions, and Restrictions of Woodbridge Townhomes.

MEETINGS OF THE BOARD OF DIRECTORS: Article VI, Section I, of the Association Bylaws states that the Board of Directors shall meet at least quarterly. As required by Colorado Revised Statute Section 38-33.308.

- I. The Board of Directors, AKA the Executive Board, will meet monthly at owner's homes. For specific information on date, time and location of meetings, contact the Management Company. Date and time of meetings is available on the World Wide Web at www.woodbridgetownhomes.com.
- II. Non-Board-member owner's planning to attend a Board meeting are required to notify the Management Company in writing, by e-mail, or by telephone ten (10) days in advance of the meeting.
- III. The Board will be in executive session while reviewing delinquent dues and rule violations, fines, or other sensitive matters, as further defined in Subsection 4 (a) through (e) of the Act.

AIR CONDITIONING CONDENSER: Architectural Control Committee approval must be received to install an air conditioning condenser in the common area. Complete the "Application for Exterior Alteration or Landscape Modification" form, available from the Management Company. Forward the completed form and all required information to the Management Company.

ANTENNA, SATELLITE DISH AND MAST INSTALLATION: Installation of all antennas, satellite dishes and masts must comply with manufacturer's installation instructions and any applicable building or safety codes. If the Association determines that an antenna, satellite dish or mast was improperly installed or was not installed in a suitable location, the owner will be required to move, remove it, or re-install it, all at the owner's expense. Once the device is no longer being used, it must be immediately removed by the owner. To avoid problems after installation, the owner may desire to complete the "Application for Exterior Alteration or Landscape Modification" form, available from the Management Company, and meet with the Architectural Control Committee, prior to installation. The Association's intent is to make these devices as unobtrusive as possible while providing access to the desired signals.

CENTRAL COMMON AREA: The common area in the center of the property is designed for the pleasure and enjoyment of residents and guests. The common area may be used between the hours of 9:00 a.m. and 9:00 p.m. No excessive noise is allowed. Residents and guests who use the area are responsible for cleanup.

The water feature was not intended nor is it suitable for a playground. Parents are responsible for educating their children and guests on this issue. No jumping on the rocks, no throwing of rocks, no wading or swimming in the pond is permitted. No glass is allowed the common area.

No bicycles, skateboards, or roller blades are allowed on the deck or bridges surrounding the water feature.

DAMAGES: Damages caused by an owner, family member, tenant, guest or pets, to any of the common area must be repaired by the owner involved with prior authorization from the Board and at the owner's expense. Repair means that the damaged common area must be returned to the same or better condition than it was in prior to the damage. Unless the owner obtains authorization from the Board to repair the damage within a reasonable time, the Association will

have the damage repaired at the owner's expense. The owner will then be provided an itemized invoice of the nature and cost of the damage, and shall be responsible for paying the invoice within thirty (30) days. The cost of any such repairs will become an assessment to which the owner and owner's lot are subject.

DECKS: The Association is responsible for repair and replacement of decks, but only the area of the deck as it was prior to any modification of the design or structure. This includes painting or staining of the repaired area or if the deck is replaced, painting or staining the deck, but only the area of the deck as it was prior to any modification of the design or structure.

The owner is responsible for ordinary maintenance and cleaning of decks, including painting and staining for normal maintenance or if the deck is replaced, painting or staining the area of any modification of the design or structure. A homeowner who will be painting or staining their deck should contact the Management Company for information concerning the proper paint or stain and the color to be used.

Any modification of the design or structure of an existing deck (i.e., enlargement, addition of stairs, hot tubs, awnings, etc.) must be approved by the Architectural Control Committee. Complete the "Application for Exterior Alteration or Landscape Modification" form, available from the Management Company. Forward the completed form and all required information to the Management Company.

Deck furniture, BBQ's and planters may be kept on decks. Neither decks, nor the area under decks, shall be used as a storage area, except as permitted for firewood (see firewood section). Deck railings are not to be used for drying of clothing, rugs, etc.

Owners and residents shall take care not to place anything on their deck that unreasonably obstructs their neighbor's view. When using the decks, residents shall use due care, at all times, to eliminate noise and other activities which may be offensive to their neighbors.

Awnings must be removed and re-installed, at the owner's expense, for painting, staining or siding and other required building maintenance.

DOORS AND WINDOWS: The maintenance, repair and replacement of all windows, exterior doors and garage doors on Townhomes are the responsibility of the Owners of that Townhome. Windows shall include all components of the window, including glass and framing. Exterior doors shall include all components of the door, including the door itself and frame. Garage doors shall include the door itself and all opening mechanisms. By clarifying the responsibility for maintenance, repair and replacement herein, the Board of Directors does not waive the approval requirements set forth in Article VI, Architectural Control Committee, of the Declaration.

If an owner wants to replace exterior doors or windows (including frames), Architectural Control Committee approval must be received prior to replacing the exterior doors or windows. Complete the "Application for Exterior Alteration or Landscape Modification" form, available from the Management Company. Forward the completed form and all required information to the Management Company.

DUES POLICY: Dues are payable in advance of or on the first of each month and are delinquent if payment is not received by the tenth (10th) of the month. Dues not received by the tenth (10th) of the month shall incur a late charge of \$10.00. A late charge will be assessed each month the dues are unpaid or if a balance remains unpaid on that unit's account. An interest charge of 12% per annum will be charged on all balances which are not paid within 30 days of

their due date. If the dues and the late charges are not paid by the tenth (10th) of the following month, the Association may file a lien against the townhome. In order to discharge the lien, the owner must pay the Association the delinquent dues, late charges, and attorney's fees for the filing and releasing of the lien.

The Association has the right to foreclose on the property, have a receiver appointed to manage the property, or it may file a lawsuit to recover the delinquent dues, late charges, attorney's fees, and interest as provided in the Declarations.

ENFORCEMENT: Violations of the Rules and Regulations, Declarations, Articles of Incorporation, and Bylaws of the Association will be addressed pursuant to the provisions as shown in the POLICY AND PROCEDURE FOR VIOLATIONS, section of this Resolution.

The Association has the right to foreclose on the property, have a receiver appointed to manage the property, or it may file a lawsuit to recover delinquent fines, interest, and attorney's fees, as provided in the Declarations.

When the Management Company receives notification from a reporting party that a violation has occurred, said Management Company will conduct a site visit to verify that the violation has occurred. The name of the reporting party shall be kept confidential. If it is determined that no violation has occurred, or that no action is needed, the Management Company shall advise the reporting party of the nature of the determination.

Notice of violations should be made to our Property Manager, currently Robert Smith, at Courtney & Courtney, 6285 Lehman Drive, #100D, Colorado Springs, CO 80918, telephone (719) 260-8216, fax (719) 494-1219, email robert.smith@courtneyandcourtney.com.

EXTERIOR LIGHTING: Post lights will be installed and maintained by the Association. Owners will replace exterior light bulbs with similar wattage as bulbs burn out. At any time exterior light fixtures (entryway and deck) are replaced, all such light fixtures must be replaced with approved fixtures. Contact the Management Company for currently approved fixtures.

FIREWOOD: Stacked firewood attracts undesirable ants, spiders and brown recluse. Firewood should be placed as far away from the structure as possible (i.e., toward the outer edge of the deck, whether on or under the deck), on a pallet, metal grate, or plastic sheeting. Stacked firewood must be configured in a neat manner, in no more than two (2) stacks no larger than 1.5 feet X 2.5 feet X 2.5 feet.

GARAGE DOORS: Woodbridge homeowners wishing to replace their garage doors must use the approved door (Raised Panel garage door). The Architectural Control Committee must approve replacement of the door with the approved door and the door must be painted the same color as the siding within thirty (30) days after installation, weather permitting. Complete the "Application for Exterior Alteration or Landscape Modification" form, available from the Management Company. Forward the completed form and all required information to the Management Company.

Garage doors are to be kept closed when not in immediate use.

GARAGE SALES: Garage sales are limited to one per year per residence. Any sign(s) temporarily posted for a garage sale shall be posted not more than two (2) days prior to the sale and shall be removed immediately after the sale.

PETS: Pet owners must immediately remove any waste left by their pet(s). Pet owners shall maintain strict control over their pets at all times. Pets may not be left unattended on decks or in any common area at any time. Pets must be carried or walked on a leash at all times.

No pet(s) shall be tied or chained to any tree, deck or other structure. No pet(s) may be staked into the ground on a leash.

Pet owners shall prevent pets from barking, and/or making loud, disturbing noises or behavior annoying to residents at all times.

Owners will be charged for all damages, including cleanup of waste, caused by their pet(s) or by pets belonging to their tenants or guests. This includes, but is not limited to, the cost of reseeded or replacing sod if a pet damages the grass by repeated urination in one area. Dog owners are encouraged to add supplements to their dog's diet to minimize the damage to lawns caused by urine.

PROHIBITED ACTS: Owners, renters and guests shall not use the premises for any act prohibited by these Rules and Regulations, Declarations of Covenants, Conditions and Restrictions, Articles of Incorporation or Bylaws of the Association, or City, State and Federal Statutes.

No owner or resident shall make or permit any guest or invitee to make excessive noise or create any other obnoxious or offensive activity at any time.

No owner shall set off fireworks on the property at any time, nor shall any owner or resident permit any guest or invitee to set off fireworks on the property at any time.

SIGNS: Except as otherwise provided in these Rules and Regulations, no signs or advertising devices of any kind shall be erected or maintained on any part of Woodbridge, or in any vehicle parked on the property.

SPAS AND HOT TUBS: Architectural Control Committee approval must be received before installing a spa or hot tub on the exterior of the residence. Complete the "Application for Exterior Alteration or Landscape Modification" form, available from the Management Company. Forward the completed form and all required information to the Management Company.

TENANTS: Owners who elect to rent their townhomes shall (a) attach a copy of the current Rules and Regulations to each rental/lease agreement, (b) include a provision in the lease requiring the tenants to abide by the Rules and Regulations and the provisions of the Declarations, (c) secure the tenant's written acknowledgement that the tenant has received and read the Rules and Regulations, and has had an opportunity to review the Declarations, and (d) provide in the lease that the tenant will be liable to the Association for any violation of the Rules and Regulations or Declarations and that the Association has the right to evict under the lease or otherwise enforce the Rules and Regulations, and Declarations in regard to the tenant. Owners shall provide the Association with a copy of the rental agreement/lease and a copy of the tenants written acknowledgement that he or she has received and read the Rules and Regulations and the Declarations within ten (10) days of the tenant's taking possession of the townhome, and within ten (10) days of notification by the Association of amendments to these Rules and Regulations, and/or the Declarations.

TRASH AND RECYCLING: Trash and recyclables shall be stored in garages. Trash and recyclables may be placed outside the evening before pickup, and empty cans/recycling containers must be put away before the end of the day of pickup.

Trash must be kept in either sealed plastic bags or covered cans. Recyclables should be kept in the plastic containers provided by the recycling company. To protect against scattering on windy days, papers and other recycling materials must be either weighted down or sealed in plastic bags.

VEHICLES - SPEED LIMIT - PARKING: The maximum speed limit on Woodbridge Drive is 15 MPH.

No parking is permitted along Woodbridge Drive because it is a fire lane. Illegally parked vehicles will be subject to towing and storage at the owner's expense.

No stopping is permitted in the entry area of Woodbridge Drive.

Resident's vehicles are to be parked in the garage or driveway, except for trucks (i.e., vehicles with open beds). Trucks must be parked in garages at all times.

Guest parking areas are to be used for short-term parking of guests (no more than one week). Residents may not utilize the guest parking areas without advance approval by the Board for special circumstances (i.e., those circumstances which render use of driveway and garages impossible or impracticable).

No commercial vehicle belonging to any resident may be parked in a driveway or guest parking area overnight or on the weekends.

All vehicles must have current license plates. Minor repairs/maintenance of vehicles is allowed only within garages. Disassembling or other major maintenance of vehicles is prohibited anywhere within Woodbridge. Excessive noise by any type of vehicle, including car stereos, is prohibited.

PARKING VIOLATIONS: Homeowners should report parking violations to the Management Company when they first notice them, by telephone, followed by written notification (i.e., letter, e-mail or fax). When the Management Company notices a violation, or receives notice from a reporting homeowner, or is advised of a violation at a duly noticed Board meeting, the Management Company, upon inspection visit to verify, shall tag the vehicle, or cause the vehicle to be tagged, with notice of violation. The Management Company shall also begin notifying the violator, by telephone or letter. Reporting homeowners should notify the Management Company (by telephone, followed by letter, e-mail or fax), if the violation is not corrected.

When vehicles are moved temporarily, then returned to violation status, the original violation notice is deemed still in force. The Management Company shall enforce notification and fines as shown in the "POLICY AND PROCEDURE FOR VIOLATIONS" section of this Resolution.

Vehicles in violation are also subject to be towed, at the owner's expense.

If the identity of the owner is not known: The vehicle will be towed seventy-two (72) hours after the vehicle is tagged, at the owner's expense.

GENERAL DUTIES AND OBLIGATIONS OF THE BOARD REGARDING

ENFORCEMENT: At any time during this notice/fine/tow procedure, for violation of these Rules and Regulations or for violation of the Declarations, even if the violator has not requested a hearing, and even if the violator is paying the fines, the Board may elect to hold a hearing to determine whether alternate remedies, available to the Association under the Declarations, Articles of Incorporation and Bylaws, should be pursued. These remedies include, but are not limited to, the filing of a lawsuit for recovery of damages and/or fines, or for injunctive relief.

VIOLATIONS OTHER THAN PARKING: Owner's should report violations to the Management Company when they first observe them, by telephone, followed by written notification (i.e., letter, e-mail or fax). When the Management Company receives a notice from a reporting owner, or when the Management Company observes a violation during a visit to the property, or when the Board advises the Management Company of a violation at a duly noticed Board meeting, the Management Company shall, as soon as practicable, visit the site to verify the violation, and begin notifying the violator by telephone. Reporting owners should notify the Management Company (by telephone, followed by letter, e-mail or fax), if the violation is not corrected and, if not corrected, the Management Company shall enforce notification and fines as shown in the "POLICY AND PROCEDURE FOR VIOLATIONS" section of this Resolution.

WINDOW WELLS: Woodbridge homeowners wishing to replace their window wells must use the approved window well design. The Architectural Control Committee must approve replacement of the window wells with the approved window well. Complete the "Application for Exterior Alteration or Landscape Modification" form, available from the Management Company. Forward the completed form and all required information to the Management Company.

These revised Rules and Regulations supersede all prior Rules and Regulations promulgated by the Board of Directors and will remain in full force until further notice from the Board of Directors.

WOODBIDGE TOWNHOME OWNERS ASSOCIATION, INC POLICY AND PROCEDURE FOR VIOLATIONS

Article II, Section 4, subdivision (a), of the Declarations of Covenants, Conditions and Restrictions of Woodbridge Townhome Owners Association (the "Declarations") empowers the "Association" to adopt and publish rules and regulations with which each owner and all other occupants shall strictly comply, and

The Colorado Common Interest Ownership Act in Section 38-33.3-302(1)(k) authorizes the Association to impose fines for violations of the Declarations, Bylaws, and Rules and Regulations after notice and an opportunity to be heard, and

The Board of Directors (the "Board") of the Association has adopted the procedures herein contained in order to enforce the Association's Rules and Regulations,

APPLICABILITY: This policy shall apply to any alleged violation ("violation") of the Association's Declarations, Bylaws, and Rules and Regulations ("Governing Documents"), except and excluding non-payment of assessments or other sums and except for any violations

involving unusual or emergency circumstances that the Board in its sole discretion believes to require immediate corrective action.

INITIAL COMPLAINTS AND WARNING: Initial complaints of any violation (a) may be submitted in writing to the Property Manager by any Woodbridge owner or resident, (b) may be filed by the Property Manager if observed by an employee, agent or contractor of the Management Company, or the Association, or (c) may be reported to the Property Manager at a duly noticed Board meeting. When the Management Company receives notification from a reporting party that a violation has occurred, said Management Company will conduct a site visit to verify that the violation has occurred. The name of the reporting party shall be kept confidential. If the Board determines that no violation has occurred, or that no action is needed, the Management Company shall advise the reporting party of the nature of the determination.

The owner(s) of a Lot within the Association is responsible for compliance with the Association's Governing Documents by him/herself and by any other person in the Association community with the permission of the owner(s). For purposes of communication regarding violations and enforcement action concerning violations, the owner shall be considered the "violation" regardless of whether the owner was the actual violator.

For initial violations, the Property Manager shall verify that a violation has occurred, then shall contact the alleged violator (owner) by telephone, stating (a) that the violation has been observed, and (b) requesting correction within five (5) days. In the event the violator (owner) cannot be contacted by telephone, the violator (owner) shall be contacted by letter and given five (5) days from the date of the letter to correct the violation. Reporting parties should notify the Property Manager (by telephone, followed by a letter, e-mail or fax), if an initial violation is not corrected. After receipt of the notice, the Property Manager will verify that the violation remains uncorrected. If the violation has not been corrected within said five (5) day period, a second and final warning will be given to the violator (owner) in writing in which the Property Manager will advise the violator (owner) that (a) the owner is subject to fines for failure to correct the violation, (b) a date as to when the initial fine will be assessed and the amount thereof, (c) that successively greater fines will be levied if the violation is not corrected and the amounts thereof, (d) that he or she has a right to request a hearing within ten (10) days from the date of that notice of violation and (e) that unless he or she requests such hearing(s), the right to a hearing will be considered waived. The owner shall also be advised that unpaid fines accrue interest at the rate of 12% per annum, and that the Association has the right to foreclose on the property, have a receiver appointed to manage the property, or file a lawsuit to recover delinquent fines, interest, and attorney's fees, as provided in the Declarations.

NOTICE: If an owner requests a hearing, or if the Board determines in any event that a hearing is necessary and proper, the Board, or its officers or agent, shall send a written notice (the "Notice") by certified mail, return receipt requested, to the owner, and the owner's agent, if one has been designated. The Notice shall indicate the time and place of the hearing, and any other information regarding the violation which the Board deems appropriate in its discretion. The Notice shall be deemed received by the alleged violator three (3) days after mailing. The Owner's copy of the Notice may be sent to the unit if the owner has failed to register a current address. A blind copy of the Notice shall be sent to the reporting party.

HEARING: The hearing will be conducted by the Board, either at a duly noticed Board meeting, or at such other time as the Board may determine. At the hearing, the Board may consider any written or oral information produced by the alleged violator or other interested

party. No legal or statutory rule of evidence or procedure shall apply, and the Board may restrict testimony or proceed in any manner or order, which it deems appropriate in its discretion. Generally, any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objections in civil actions. Hearsay evidence shall be sufficient in itself to support a finding. The Board, in its discretion, may close the hearing to the public, press or any third parties that are not witnesses. The Board may tape record or otherwise transcribe the hearing. The Board may proceed with the hearing even if the alleged violator fails to appear or refuses to participate or to submit information. The alleged violator may be represented by legal counsel and may examine any witnesses or documents presented. If the violator (owner) fails to request a hearing or if a hearing is held and the Board determines to impose fines, the violator (owner) shall be informed of the Board's decision in writing by regular mail as to the amount of the initial fine, the time for corrective action prior to additional fines and the amount of any additional fines thereafter with any applicable periods for corrective action.

EACH DAY A SEPARATE VIOLATION: If a violation has continued to the point where the maximum fine has been imposed, the Board may elect, in its discretion, to treat each incident or day of the continuing violation thereafter as a separate violation for which a fine may be imposed daily. Where fines are imposed daily, the maximum fine shall be \$50.00 per day.

PARTIES TO VIOLATIONS: Owners shall be responsible for violations committed by their contractors, guests, family members, and tenants, such as pets kept by tenants or signs placed by real estate agents. In the case of a continuing violation committed by a tenant, the Board shall give consideration to the cooperation shown by the owner in attempting to correct the violation before extending fines to the owner. An owner electing all legal recourse available to him or her against the tenant to correct the violation shall not be liable for fines, if the violation is corrected or the tenant is evicted. The Board may proceed against both the owner and the agent or tenant, simultaneously or separately, and actions against one shall not bar action against the other. The Board may contact the police, any regulatory or licensing authorities or other parties regarding the alleged violation but any action or decision by those parties shall not bar the Board from proceeding.

FINES AND SANCTIONS: Any fine shall be both a personal obligation of the owner or the violator, or both, and shall also be a lien which may be recorded against the unit and may be foreclosed as provided in the Declarations and Colorado law. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine. Any violation shall entitle the Board to recover from the owner or violator, or both, its reasonable attorney's fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or successfully concluded.

When a violation has occurred, the Management Company shall impose the following procedure and fines:

- 1st Contact - Telephone Call or Letter - Warning - 5 days to correct
- 2nd Contact - Telephone Call or Letter - Final Warning - Correct immediately
- 3rd Contact - Letter - Present fine schedule and action plan - Correct immediately

4th Contact - Letter - \$25.00 Fine - Correct immediately

5th Contact - Letter - \$50.00 Fine - Correct immediately

6th Contact - Letter - \$100.00 Fine - Correct immediately

Once a \$100.00 fine has been imposed, the Board may elect to treat each successive day that the violation continues as a separate violation and the owner (and tenant, if applicable) may be liable for a fine of \$50.00 per day.

SUBSTANTIAL COMPLIANCE: Technical irregularities or defects in the report or complaint, Notice or other compliance with the Policy shall not invalidate the proceedings or any fine or sanction imposed. This Policy shall be liberally construed to accomplish prompt, effective enforcement of the Association's Declarations, Articles of Incorporation, Bylaws and Rules and Regulations.

EFFECTIVE DATE: This policy shall apply to violations occurring after the date of its adoption. The Board shall mail or hand deliver, at its choice, a copy of this policy to each owner or formally designated agent, and to each alleged violator with the Notice.

Adopted this 7th day of June, 2007, by the Board of Directors, Woodbridge Townhome Owners Association, Inc.

SAM GIAMARVO
Vice President

C.J. MURPHY
President

**RESOLUTION
OF THE
WOODBRIIDGE TOWNHOME OWNERS ASSOCIATION, INC.
REGARDING DISPUTE RESOLUTION POLICY AND PROCEDURES**

SUBJECT: Adoption of dispute resolution policy and procedures.

PURPOSE: Adopt a policy that establishes procedures for addressing disputes arising between the Association and unit owners (and between unit owners).

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

EFFECTIVE DATE: February 15, 2007

RESOLUTION: The Woodbridge Townhome Owners Association, Inc. (“Association”) hereby adopts the following Policy and Procedures:

1. Background. The Association believes that the cost, complexity, and delay inherent in court proceedings make litigation a particularly inefficient means of resolving community disagreements. Further, relationships in our community may be damaged through use of adversarial means of resolving disputes. Accordingly, the Association encourages the use of alternative methods for resolving disputes.
2. General Policy. In the event of any dispute between the Association and Member (and disputes between individual Members or Residents) in situations that do not involve an imminent threat to the peace, health, or safety of the community, the Association and Member(s) involved in the dispute shall work to resolve the dispute using the procedures set forth below prior to filing a complaint in court or otherwise initiating a legal proceeding. For each of the resolution processes, Colorado law governs the process and the parties do not waive their right to employ legal counsel at their own expense to assist them.
3. Procedures for Resolving Disputes.
 - a. The Association or any Member wishing to resolve a dispute (“Initiating Party”) will provide each other Party to the dispute with a written request (“Request for Resolution”) describing:
 - i. the nature of the dispute, including the date, time, location, persons involved, and the other party’s or parties’ role in the dispute; [and]
 - ii. a request for what the Initiating party would like the other party or parties to do or not do to resolve the dispute; and
 - iii. times and dates that the Initiating Party may be available to communicate directly with the other party or parties to discuss in good faith ways to resolve the dispute.

- b. Negotiation. The parties are encouraged to make reasonable efforts to communicate directly with each other in an attempt to reach an agreement that serves the interests of all parties prior to initiating any other dispute resolution procedures.
- c. Mediation.
 - i. Beginning the process. Unless otherwise agreed, if the parties do not resolve the dispute within 20 business days of the date of receipt of the “Request for Resolution”, the parties will begin efforts to schedule a mediation session with a trained, neutral mediator to assist them in reaching their own solution. The mediator will facilitate the process but will not make decisions for the parties. The parties shall meet with the mediator within 60 days of the date of receipt of the Request for Resolution.
 - ii. Selecting a mediator. Unless otherwise agreed, the parties shall select a mutually acceptable mediator within thirty (30) business days of the date of receipt of the Request for Resolution. Each party will provide the other(s) with the name of at least one acceptable mediator. If the parties cannot reach agreement on whom to select as a mediator, a mediator shall be appointed by a third party or parties. The parties will work with the mediator to establish the date for the mediation meeting. The cost of mediation will be shared equally among the parties unless they agree otherwise.
 - iii. Documentation of mediation. The mediator shall provide the parties [and the Association if the Association is not a party] with documentation noting who attended and that the mediation occurred.
- d. Arbitration.
 - i. Beginning the process. If the parties do not resolve the dispute through mediation, and at the acceptance of all parties, binding arbitration with a trained, neutral arbitrator who will decide the outcome of the dispute based on evidence and testimony provided by the parties may be utilized. If both parties agree to accept binding arbitration, the decision of the arbitrator will be final and binding on them to the fullest extent permitted under the laws of Colorado. Judgment may be enforced in any court having jurisdiction.
 - ii. Selecting an arbitrator. The parties shall mutually agree on an arbitrator. The cost of arbitration will be shared equally among the parties unless they agree otherwise. Unless otherwise agreed, the parties shall select a mutually acceptable arbitrator within thirty (30) business days of the completion of mediation. Each party will provide the other(s) with the name of at least acceptable arbitrator. If the parties cannot reach agreement on who to select as an arbitrator, an

arbitrator shall be appointed by a third party or parties. The parties will work with the arbitrator to establish the date(s) for the arbitration. The cost of arbitration will be shared equally among the parties unless they agree otherwise. The arbitrator shall have authority to require one party to pay all or a portion of the other party's legal fees to the extent such an award is permissible under law.

iii. Arbitration Award. The Arbitrator shall provide the parties [and the Association if the Association is not a party] with an award including findings of fact and conclusions.

4. Failure to comply with Agreement or Award. If the parties resolve any dispute through mediation, or arbitration, and a party or parties fails to abide by the terms of the agreement or award, the other party may initiate legal proceedings to enforce the agreement or award without need to comply with the provisions of this Policy. Additionally, the party taking action to enforce the agreement or award shall, if that party prevails, be entitled to recover from the non-complying party all costs incurred in enforcing the agreement or Award, including without limitation, attorney fees and costs.

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

PRESIDENTS CERTIFICATION:

The undersigned, the President of the Woodbridge Townhome Owners Association, Inc., certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors of the Association on February 15, 2007 and in witness thereof, the undersigned has subscribed his/her name.

Woodbridge Townhome Owners Association, Inc.
a Colorado non-profit corporation

By: C. J. Murphy
President