



Policies, Procedures and Regulations of the Timberlakes Property Owners Association

1. Purpose. The purpose of this document is to set forth the procedures, policies, rules, and regulations governing the operation of the Timberlakes Property Owners Association ("TLPOA" or "Association").

2. Governing Documents. The following documents govern operation of the Association.

2.1. Primary Documents

2.1.1. Articles of Incorporation of Timberlakes Property Owners Association ("AOI")

2.1.2. Declaration of Protective Covenants, Conditions, Restrictions and Management Policies for Timberlakes Estates ("CC&Rs")

2.1.3. Maintenance Agreement for Timberlakes Property Owners Association ("MA")

2.1.4. By-Laws of Timberlakes Property Owners Association ("BL")

2.2. Secondary Documents

2.2.1. Policies, Procedures and Regulations of the Timberlakes Property Owners Association ("PP&Rs")

2.2.2. Architectural Control Regulations ("ACRs")

2.2.3. Election Guidelines ("EG")

2.2.4. Employee Handbook ("EH")

2.3. Conflict between Governing Documents. In the case of any conflict between any of these documents, the primary documents shall control. In the case of any conflict between any of the secondary documents, the Policies, Procedures and Regulations of TLPOA shall control. (See: By-Laws Article XIII, Section 2.)

2.4. Amending the Governing Documents

2.4.1. Amending the Articles of Incorporation. Article VIII of the AOI describes the process to modify the AOI. The board must pass a resolution and bring it before a meeting of the members. "A two-thirds (2/3) majority of the votes cast at any such meeting shall be required for the adoption of any motion to approve a course of action proposed by the Board to the Members under the provisions of this article...."

(See AOI Art VIII.)

2.4.2. Amending the By-Laws. The "By-Laws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy." (See BL Art XIII, Section 1.)

2.4.3. Amending the Declaration of Protective Covenants. The CC&Rs "may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must also be approved by the Board of County Commissioners and must be recorded in the Office of the County Recorder before such amendment shall become effective." (See CC&Rs Art IX, Section 3.)

2.4.4. Amending the Secondary Documents. Approval of this document will require approval by six (6) of the nine (9) directors to become binding on the Association and the Board. Any subsequent amendments will also require the approval by six of directors. Upon approval of this document, (the PP&Rs), the other secondary documents identified in section 2.2 above, will require approval of five members of the board of directors to be amended.

3. Definitions

3.1. "Association" shall mean the Timberlakes Property Owners Association. (See BL Article II, Section 1 and CC&Rs Article I, Section 1)

3.2. "Property" shall mean the real property described in the Declaration of Covenants, and such additions as may hereafter be brought within the jurisdiction of the Association. (See BL Article II, Section 2) and CC&Rs Article I, Section 3)

3.3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members. (BL Article I, Section 3) and CC&Rs Article I, Section 4)

3.4. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of the Properties with the exception of the Common Area. (BL Article I, Section 4 and CC&Rs Article I, Section 5)

3.5. "Owner" shall mean and refer to any person or entity who is the holder of record of a fee or undivided fee interest in any lot which is subject by covenants

of record to assessment by the Association, including contract sellers, but excluding those holding an interest merely as security for the performance of an obligation. (See BL Article I, Section 5)

3.6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Management Policies applicable to the properties recorded in the Office of the Everton County Recorder. (See BL Article I, Section 6.) The Declaration is synonymous with the CC&Rs.

3.7. "Member" shall mean and refer to those persons entitled to membership as provided in the CC&Rs. (See BL Article I, Section 7.)

3.8. "Board" shall mean and refer to those persons elected or appointed to the Board of Directors of the Timberlakes Property Owners Association.

3.9. "Subdivision" shall mean and refer to Timberlakes Estates.

4. The Timberlakes Property Owners Association

4.1. Purpose of the Association. The specific purposes for which the Association was formed are to provide for "maintenance, preservation and architectural control of the residence lots and common area ... and to promote the health, safety and welfare of the residents...." within the Subdivision. (See AOI Article IV.)

4.2. Powers of the Association. The Association shall have the right "To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions and Management Policies." (See AOI Article IV (a).)

4.2.1. Assessments. The Association shall have the power "To fix, levy, collect and enforce by any lawful means payment of all charges or assessments pursuant to the terms of the Declaration...." (See AOI Article IV (b).)

4.2.2. Expenses. The Association shall have the power "To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;" (See AOI Article IV (b).)

4.2.3. Real or Personal Property. The Association shall have the power "To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of

the Association;” (See AOI Article IV (c).)

4.2.4. Incur Debts. The Association shall have the power “To borrow money and, with the assent of two-thirds (2/3) of the Members, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;”(See AOI Article IV (d).)

4.2.5. Transfer Common Property. The Association shall have the power “To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two thirds (2/3) of the Members present or represented by proxy at a meeting called for such purpose shall agree to such dedication, sale or transfer;” (See AOI Article IV (e).)

4.2.6. Mergers and Annexations. The Association shall have the power “To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or to annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two thirds (2/3) of the Members present or represented by proxy at a meeting called for such purpose;” (See AOI Article IV (f),)

4.2.7. Powers of a Corporation. The Association shall have the power “To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Laws of the State of Missouri by law may now or hereafter have or exercise.” (See AOI Article IV (g).)

4.2.8. Legally Binding Documents. Any document intended to be legally binding on the Association, must be signed by at least five (5) members of the Board or by the President, Vice President or Treasurer if they are authorized to do so by a resolution of the Board passed by at least five (5) members of the Board.

4.3.Membership in the Association. “Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment by the Association.” (See AOI Article V.)

4.4.Membership Voting Rights. “The Association shall have one class of voting membership. Members shall be all Lot owners and they shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any

Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A joint owner of a Lot casting a vote shall be presumed to have the concurrence of all other joint owners of the same Lot." (See AOI Article VI.)

5. The Organization of the Association

5.1. Board of Directors. "The affairs of this Association shall be managed by a board of nine (9) directors who must be Members of the Association." (See AOI, Article VII and BL Article IV, Section 1.) The number of directors may be changed by amendment of the By-Laws of the Association." (See AOI Article VII.)

5.1.1. Term of Office. "...at each annual meeting...the Members shall elect three directors for a term of three years." (See BL Article IV, Section 2.)

5.1.2. Removal from Office. "Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor." (See BL Article IV, Section 3.)

5.1.3. Compensation. "Directors shall receive compensation for actual expenses incurred in the performance of their duties as determined by the Members of the Association." (See BL Article IV, Section 4.)

5.1.4. Action taken without a meeting. "The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors." -BL ART IV Section 5

5.1.5. Powers of the Board of Directors

5.1.5.1. "To adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon and to establish penalties for any infraction thereof, which rules and regulations shall not be inconsistent with any provision of the Declaration;" (See BL Article VII, Section 1(a).)

5.1.5.2. "To suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may

also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;" (See BL Article VII, Section 1(b).)

5.1.5.3. "To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation or the Declaration;" (See BL Article VII, Section 1(c).)

5.1.5.4. "...no Director in his individual capacity shall attempt to represent the Board of Directors to others in behalf of the Association unless authorized to do so by the Board of Directors." (See BL Article VII, Section 1(c).)

5.1.5.5. "To declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;"(See BL Article VII, Section 1(d).)

5.1.5.6. "To employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties;" (See BL Article VII, Section 1(e).)

5.1.5.7. "To appoint a new member to the Board of Directors when a vacancy occurs for any reason at any time, except the expiration of a term. Such appointment shall be for the remainder of the term of the one whose position has become vacant." (See BL Article VII, Section 1(f).)

5.1.6. Duties of the Board of Directors

5.1.6.1. "To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;" (See BL Article VI, Section 2(a).)

5.1.6.2. "To supervise all officers, agents and employees of this Association and to see that their duties are properly performed;"(See BL Article VI, Section 2(b).)

5.1.6.3. "To fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;" (See BL Article VI, Section 2(c).)

5.1.6.4. "To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment..." (See

BL Article VI, Section 2(c).)

5.1.6.5. "To foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same." (See BL Article VI, Section 2(c).)

5.1.6.6. "To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a properly issued certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;"(See BL Article VI, Section 2(d)

5.1.6.7. "To procure and maintain adequate liability and hazard insurance on property owned by the Association;" (See BL Article VI, Section 2(e).)

5.1.6.8. "To cause any officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;" (See BL Article VI, Section 2(f).)"To cause the Common Area to be maintained in a clean, safe and attractive manner;" (See BL Article VI, Section 2(g).)

5.1.6.9. "To cause the exterior of the dwellings and the yards around the dwellings to be maintained in a clean, safe and attractive manner." (See BL Article VI, Section 2(h).)

5.1.6.10. "The Board of Directors delegates the responsibility of providing exterior maintenance to the Owner of each Lot, but such delegation shall not absolve the Association of the responsibility of maintaining such Lot in the event of failure on the part of the Lot Owner to provide such exterior maintenance." (See BL Article VI, Section 2(i).)

5.2.The Officers of the Association and their Duties

5.2.1. Officers. "The officers of this Association shall be a president and vice president who shall at all times be Members of the Board of Directors, a secretary and a treasurer and such other officers as the Board may from time to time by resolution designate." (See BL Article VIII, Section 1.)

5.2.2. Election of Officers. "The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members." (See BL Article VIII, Section 2.)

5.2.3. Term of Officers. "The officers of this Association shall be elected annually

by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve." (See BL Article VIII, Section 3.)

5.2.4. Duties of the Officers of the Association

5.2.4.1. Authorization to Disburse Funds. "The president, vice president and treasurer are each authorized to sign checks issued by the Association; however, all checks issued by the Association must be signed by at least two (2) of the three (3) officers so authorized." (See BL Article VIII, Section 8.)

5.2.4.2. President. The president, or an assigned Board member, shall represent the Association in all meetings, discussions and negotiations with entities outside of the Association. The president, or an assigned Board member, shall sign all letters and documents representing the Association or its position on specific issues. The president shall be responsible to set the agenda for all meetings of the board and meetings of the Association's membership. The president shall develop and maintain a policies and procedures document (approved by the board) and insure that the policies and procedures of the Association are carried out. The president, or an assigned Board member, shall have the responsibility to work with legal counsel on all appropriate issues. "The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and may co-sign any checks and promissory notes issued by the Association." (See BL Article VIII, Section 9(a).)

5.2.4.3. Vice-President. "The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board. The vice president may also co-sign any checks issued by the Association." (See BL Article VIII, Section 9(b).)

5.2.4.4. Treasurer. The Treasurer for the Association shall oversee all of the financial records of the Association, develop financial controls and procedures for board approval, recommend to the Board a qualified accountant to handle the accounting functions, direct the accountant in maintaining proper records, procedures, and policies concerning assessments, fees, costs, finances, and member billing records and to direct the administrative assistant in all financial record keeping duties. "The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, keep proper books of account and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and provide a

copy for each Member. The treasurer may also co-sign any checks issued by the Association.” (See BL Article VIII, Section 9(d).)

5.2.4.5. Secretary. The Secretary shall oversee all of the written records of the Association including meeting minutes, records of resolutions, actions of the board and correspondence to and from the Association. “The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association, together with their addresses, and perform such other duties as required by the Board.” (See BL Article VIII, Section 9(c))

5.2.4.6. Multiple Offices. “The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.”(See BL Article VIII, Section 7.)

5.2.4.7. Special Appointments. “The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.” (See BL Article VIII, Section 4.)

5.2.5. Board Member Assignments. Each year the Board shall appoint a member of the Board to oversee each of the following assignments. After the President, Vice President, Treasurer and Secretary elected, the remaining five Board members will be appointed to the other Board positions to serve for one-year terms. The Board will give preference the skills, experience and abilities of each Director. The Board may appoint an individual Board member responsibility for multiple assignments.

5.2.5.1. Annual Election. The Elections Director will serve as the Nominating Committee Chairperson and shall have responsibility to administer the annual election of members of the Board of Directors, the election of officers, and the voting for resolutions as outlined in the TLPOA Election Guidelines. The Elections Officer shall maintain the TLPOA Election Guidelines as approved by the Board of Directors.

5.2.5.2. Architectural Control. The Architectural Control Director shall review all building plans submitted to the Association for approval. If the plans are in full compliance to ALL the requirements of the Architectural Control Regulations, the Architectural Control Officer is authorized to stamp and sign the plans as approved by the TLPOA. Any variance to the ACRs must be approved by at least five (5) members of the members of the Board, in writing, before the plans are

approved (stamped and signed) and returned to the member. The Architectural Control Officer is the Chair for of the Architectural Control Committee (see BL Article IX) and shall propose recommendations for amendments to the Architectural Control Regulations to the Board.

5.2.5.3. Common Area Improvements. The Common Area Improvements Director shall oversee and coordinate all approved improvement projects for common areas. This Director is also responsible for overseeing the appropriate use and maintenance of common areas.

5.2.5.4. Construction Compliance. The Construction Compliance Director shall oversee all Member compliance issues pertaining to the ACRs.

5.2.5.5. CC&R Compliance. The CC&R Compliance Director shall oversee all Member compliance issues pertaining to the CC&Rs.

5.2.5.6. Neighbor and Government Liaison. The Neighbor and Government Liaison Director shall serve as a liaison to the Timberlakes Camp and other neighboring properties. This Director shall also serve as the liaison with Everton County and have the responsibility track issues before the County that will affect Timberlakes and report to the Board on those developments. This Director shall have responsibility to develop emergency egress from Timberlakes and recreational access to Forest Service lands.

5.2.5.7. Newsletter. The Newsletter Director shall be responsible for coordinating the publishing and distribution of a newsletter for Members, to be produced at least three (3) times per year. This Director will work with a volunteer committee to accomplish the task.

5.2.5.8. Risk Management. The Risk Management Director shall oversee the insurance coverage of the Association and make recommendations to the Board to appropriately manage our exposure to liability issues. This director also advises the Board regarding appropriate property coverage.

5.2.5.9. Roads. The Roads Director shall have the responsibility to insure that the roads are maintained and that the Board's road directives are accomplished. The Roads Director shall have the responsibility to evaluate the progress of the roads against the ten-year road improvement plan, to recommend to the board which projects should be undertaken in the coming year, to update the ten-year plan as necessary, to coordinate with the Timberlakes Water Special Services District (the "Water Company"), develop and recommend to the board a snow removal policy, and report to Members on the road progress and plans. The Roads Director shall also oversee the TLPOA Road Crew.

5.2.5.10. Safety. The Safety Director shall oversee all safety issues in the Subdivision and shall be responsible for recommending measures to the Board that promote the safety and well-being of the Members, TLPOA employees and assets. This Director shall also have responsibility for Fire Safety, including fire evacuation plans & routes, fire warning system, coordinate fire safety with neighboring properties, and distribution of fire safety information to the members. This Director shall be the liaison with the Everton County Wildlands Fire Warden.

5.2.5.11. Security. The Security Director shall have responsibility for gate operations, security personnel, speed control and stray animals. This Director shall be the TLPOA liaison with the County Sheriff's department and shall have responsibility to maintain limited access to Timberlakes, prevent trespassing, hunting within Timberlakes, and illegal short-term renting.

5.2.5.12. Water. The Water Director shall serve as the liaison to the Water Company for the Board. This assignment is typically given to the Roads Director. This Director does NOT represent individual Property Owners to the Water Company. It is the duty of this Director to teach Members that the Association is NOT the Water Company.

5.2.5.13. Website .The Website Director shall be responsible for the hosting and maintenance of the Association's website.

5.2.6. Resignation and Removal. "Any officer may be removed from office, with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective." (See BL Article VIII, Section 5.)

5.2.7. Vacancies. "A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer so replaced." (See BL Article VIII, Section 6.)

5.2.8. Committees. "The Board of Directors shall appoint an Architectural Control Committee as provided for in Article VIII of the Declaration and a Nominating Committee as provided in Article V of [the] By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose." (See BL Article IX.)

5.3. Employees of the Association. The Board of Directors shall have power "to employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties;" (See BL Article VII, Section 1(e).)

It shall be the duty of the Board of Directors "to supervise all officers, agents and employees of this Association and to see that their duties are properly performed;" (See BL Article VII, Section 2(b).)

5.3.1. Administrative Assistant. The duties of the Assistant shall include: Answer inquiries and obtain information for members and visitors, clerical duties, including answering telephones, selling gate remotes and snowmobile stickers to Members who are current in all their assessments and fees, word processing, copying, scanning and filing documents. The Assistant will be responsible to attend all public board meetings, take minutes and type up the official minutes of the meetings. Under the direction of the Treasurer, the Assistant will also have responsibility for accepting and depositing checks and coordinating with the Accountant process all bills. A working knowledge of QuickBooks© is required. The Assistant also works under the direction of the Security and Roads Directors to assist them as assigned.

5.3.2. Road Supervisor. The duties of the Road supervisor are outlined in Appendix A.

5.3.3. Road Employee. The duties of this position include operation of several types of power construction equipment, such as grader, backhoe, dump truck, snow blower and snowplow. The Worker also repairs and maintains equipment and roads, including snow removal and performs other related duties.

5.3.4. Security Supervisor. The duties of the Security Supervisor shall include: training and supervising security employees under the direction of the Security Director.

5.3.5. Security Employee. The duties of the Security Employees include operation and maintenance of the security gate, preventing non-Member snowmobiles and ATVs from entering Timberlakes, insuring that roads are clear of parked cars and are passable, preventing non-authorized vehicles and people from entering the Subdivision, periodically checking throughout the subdivision for break-ins or suspicious activity and reporting it to the Everton County Sheriff.

5.3.6. Other Employees or Contractors. The Board shall hire other employees as needed.

5.3.7. Employing Former Board Members. To avoid the appearance of any conflict of interest, it shall be the policy of the Association that the Board may not hire anyone to work as an employee of the Association who has served on the Board of Directors in the year prior to the start of their employment. However, if the Board determines there are extraordinary circumstances and

that it would be in the best interest of the Association to hire the individual, a motion to do so must be approved by at least six (6) disinterested members of the Board.

5.4.Third-Party Contractors. The Board of Directors shall have power “to employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties;” (See BL Article VII, Section 1(e).) It shall be the duty of the Board of Directors “to supervise all officers, agents and employees of this Association and to see that their duties are properly performed;” (See BL Article VII, Section 2(b).)

5.4.1. Accountant. The Board shall hire a qualified accountant to maintain the accounting records of the Association. The accountant shall work under the direction of the Treasurer to propose, implement and maintain appropriate controls to safeguard the funds of the Association and to control receipts and disbursements.

5.5.Hiring Procedure. The Association’s hiring procedure shall be followed when hiring employees or third-party contractors.

5.5.1. Posting Positions. All open positions will be posted on the Association’s website before filling the position. The Board may also choose to post the position in a newspaper. Temporary short-term positions may be filled without advanced posting.

5.5.2. Application Process. All prospective candidates will provide a resume, with job history and a completed TLPOA Employment Application before their application will be considered.

5.5.3. Interview Process. The Board will appoint an ad-hoc committee of Directors, assigning one Director to chair the committee. The Chair will invite qualified candidates to interview with the committee and provides copies of all of the information submitted by each candidate for review. The Committee interviews each candidate, generally asking the same questions, except questions relating to the candidate resume, work history, salary history or the candidate’s application.

5.5.4. Selection of a Candidate. After interviewing the candidates, the Committee selects the best candidate for the position. Selecting a candidate to fill a posted position requires an affirmative vote or ratification by a majority of Directors.

5.6.Employee Handbook. The Board shall maintain an official Employee Handbook to govern the Association’s relationship with its employees. This EH

may be revised from time to time, as needed. Revisions to the EH require the affirmative vote of a majority of the members of the Board.

5.7.Meetings.

5.7.1. Annual Meeting. "The date, time and place of such meeting shall be determined by the Board of Directors; and notice shall be given in accordance with Section [5.7.3]...The annual meeting shall be held, as nearly as may be practical, on the same day of each year." (See BL Article III, Section 1.) The Board hereby notices all Members of record that the Annual Meeting is held on the Second Saturday of July at a place and time posted on the Association's website.

5.7.2. Special Meeting of Members. "Special meetings of the Members may be called at any time by the president or by the Board of Directors or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership." (See BL Article III, Section 2.)

5.7.3. Notice of Meetings. "The notice of any meeting of the Members shall include the place, day and time of the meeting and, in the case of a special meeting, the purpose of the meeting. Such notice shall be in writing, addressed to the Member at the address appearing on the records of the Association and mailed at least ten (10) days before the meeting date, except that any Member may authorize the giving of such notice to him or her by telephone. The notice shall be given by or at the direction of the secretary or the person or persons calling the meeting." (See BL Article III, Section 3.)

5.7.4. Board Meetings.

5.7.4.1. Regular meetings of the Board are held monthly with the exception of July and December and are open to Members of the Association. The schedule of such meetings is posted on the Association's website. Minutes of these meetings are kept and copies of the published minutes shall be made available to the Members on the Association's website.

5.7.4.2. Executive Board Meetings are limited to the Directors and others they specifically invite. These meetings are used to discuss employee issues, salaries, interviews, and other issues the Board determines should be discussed in closed session.

5.7.4.3. Committee Meetings are held as often as determined appropriate by the committee chairman.

5.7.5. Rules of Order for Meetings. The rules of order for Association meeting

are patterned after Robert's Rules of Order, Newly Revised.

5.7.5.1. Chairman. If present, the president of the Board will act as the chairman of all Board meetings. If the president is not in attendance, a vice president will act as the chairman. If neither the president nor a vice president are in attendance the secretary, or treasurer, or one of the other directors may be appointed to act as the chairman for that meeting.

5.7.5.2. Call to Order. The chairman will call the meeting to order and introduce the order of business (agenda).

5.7.5.3. Reports. Individuals, who are asked to report on a specific topic, are given the floor for a set period of time, determined in advance of the meeting. At the conclusion of the report, the chairman may allow additional time for questions and answers related to the report.

5.7.5.4. Question and Answer Periods. First, questions will be taken from the members of the Board. After all the questions have been taken from members of the Board, the chairman will open the meeting up for questions from the audience.

5.7.5.5. Question and Answer Protocol. One wishing to ask a question will address the chairman requesting to ask a question. After being recognized by the chairman, the individual will ask the question. The floor will then be given to the Board member who will answer the question. The chairman may then recognize another individual who wishes to ask a question, and so continue with the question and answer period until there are no further questions or until the time allotted for questions has expired. Individuals requesting the floor to ask a question may not use that time for any other purpose than to pose a question concerning the report that was given or the motion in question.

5.7.5.6. Motions. Only members for the Board may make motions. A Director will ask the chairman for the floor. After being granted the floor, the director may have five minutes to state the motion and his reasons for supporting the motion. The chairman will then open the discussion for questions and answers first from the other Directors and then from the audience if time permits. Motions should be stated clearly to minimize any misunderstanding. At this point, other Directors may ask for a clarification or that the motion be amended. After another Director has seconded the motion, the chairman will restate the motion and open a question and answer period (See 5.7.4). At the conclusion of the question and answer period, the chairman will call for a vote of the directors. At the conclusion of the vote, the chairman will announce the results.

5.7.5.7. Audience Members wishing to Address the Board. Members of the

Association who wish to address the Board may contact the chairman prior to the meeting to be placed on the agenda. Individuals scheduling time on the agenda may be allocated up to 15 minutes. Individuals who request time at the meeting may be given up to five (5) minutes of time at the end of the meeting, under "Other Business." Members are requested to identify themselves by name and lot number, to verify their status as a Member. If an individual runs over his or her allotted time the chairman may retake the floor and continue with other business. If it is in the best interest of the Association and the conduct of business a Director may make a motion to extend the time allotted to the individual.

5.7.5.8. Time Keeper. The secretary, one of the directors, the Administrative Assistant or one of the Members may be assigned to keep the time and to inform the chairman when a speaker's time has expired.

5.7.5.9. Floor. After an individual has been granted the floor, he or she has the right to deliver his or her statement without interruption. The chairman shall maintain order and prevent others from interrupting. Any questions asked by the speaker may not be addressed until after he or she has relinquished the floor. If the speaker asks questions, the chairman may assign someone to answer them or defer an answer to a later time. After being granted time to address the Board, an individual may not be granted an additional time period until all others wishing to address the Board have been given the opportunity.

6. Financial Policies and Procedures

6.1. Records. The Association shall keep accurate accounting records.

6.1.1. Availability of the Association's Records to its Members. Certain records of the Association are open to all Members of the Association. Members may make an appointment to review such records in the Association office. All members requesting to review records will be given Appendix B (a memo from Association President explaining the procedure for obtaining records) and Appendix C (a records request form). Pursuant to Missouri Code § 16-6a-1603(3) the Association imposes a "reasonable charge" to cover the labor and material for copies of any documents provided to a member. This charge is \$15.00 per hour for personnel time and \$.25 per copy page, with a minimum charge of \$5.00 for any single request. The Association, at its discretion, may require pre-payment of estimated costs of record research, retrieval and copying. Upon completion of research, retrieval and copying, the Association will return any remaining balance of any pre-payment. Alternatively, the Association will require payment of any amount that exceeds the pre-payment. A fee will not be imposed for a request solely for: (1) the nonprofit corporation's most recent annual financial statements, if any; and/or (2) the nonprofit corporation's most recently

published financial statements, if any (per Missouri Code §§ 16-6a-1603(3), 16-6a-1606). Please note that the Association may reject any request that fails to properly comply with this procedure. In addition, a Member may not use any information obtained through the inspection or copying of records for any purpose other than those set forth in their request form. (See Missouri Code § 16-16a-1602(7).) Meeting minutes, warrant lists and other financial records are posted on the Association's website.

6.2. Audits. A financial audit of the books and records of the Association shall be conducted by an independent CPA on an annual basis.

6.3. Income

6.3.1. Assessments.

6.3.2. Power to Levy Assessments. The Articles of Incorporation give the Association the power "To fix, levy, collect and enforce by any lawful means payment of all charges or assessments pursuant to the terms of the Declaration;" (See AOI Article IV (b).)

6.3.3. Purpose of Assessments. "The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, to improve and maintain the Common Area and to provide all other services and maintenance required of the Association by the Maintenance Agreement." (See CC&Rs Article VI, Section 2.)

6.3.4. Lien for Assessments. "The Declarant for each Lot owned within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made." (See CC&Rs, Article VI, Section 1.)

6.3.5. Uniform Assessments. "...both annual and special assessments shall be fixed at a uniform rate for each Lot." (See CC&Rs Article VI, Section 6.)

6.3.6. Maximum Annual Assessments. On January 1, 1989 "the maximum annual assessment shall be Sixty-five Dollars (\$65.00) per Lot." After January 1, 1989 "the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote

of the membership.” (See CC&Rs Article VI, Section 3(a).

6.3.7. Increasing the Maximum Assessment. The “maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.” (See CC&Rs Article VI, Section 3(b).) Members of the Association approved such an increase at the Annual Meeting in July 2001.

6.3.8. Fixing the Annual Assessment. “The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.” (See CC&Rs Article VI, Section 3(c) Special Assessments.

6.3.9. Special Assessments. “In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.” (See CC&Rs Article VI, Section 4.)

6.3.10. Notice and Quorum Requirement for Assessment Changes. “Written notice of any meeting called for the purpose of taking any action authorized under [CC&Rs] Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast one-third (1/3) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, the Members entitled to vote who are present or represented thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. No such subsequent meeting shall be held more than sixty (60) days following the date for which the meeting was originally called.” (See CC&Rs Article VI, Section 5.)

6.3.11. Carryover Assessments. “In its discretion the Association may require that any assessment not be expended by the Association in the year of its collection or it may provide that the assessments be treated as a contribution to the capital of the Association in the following years and maintained in a separate capital account until expenditure of such funds is appropriate. The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in which the expenditure of such funds is appropriate; in such year the Association shall transfer such funds to the ownership of the Association before making the expenditure.” (See CC&Rs Article VI, Section 4.)

6.3.12. Exempt Property. "All Lots held by Declarant or its designated sales organization on Plats 1-14, which have heretofore never been sold on contract or otherwise shall be exempt from assessment. All Lots held by Declarant or its designated sales organization on Plat 18A shall be subject to assessment in the same manner as Lots held by other Lot Owners. All Properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from assessments, regardless of ownership." (See CC&Rs Article VI, Section 3(a).)

6.4. Fees. The Board sets fees for certain items, including, but not limited to building plan reviews, construction, gate remotes, snowmobile stickers, mail house boxes, using a credit card to pay assessments and fees and Member-requested research and copying. The Association is a not for profit Missouri corporation and the purpose of such fees is to offset the expenses of operating the Association's business.

6.5. Expenses.

6.5.1. Authorization for Expenditures. All expenditures must be approved in advance. No expense will be paid or reimbursed unless it has been approved in advance.

6.5.2. Individual Board Member Authority. Each individual Board member may authorize expenditures up to \$250 in a calendar month, without specific prior authorization from the full Board, if that expenditure is included in the approved budget for the area over which that Board member has responsibility, and if the expenditures to date for that budget category have not exceeded the approved budget for that category. Any such expenditure must be subsequently approved on the monthly warrant list.

6.5.3. Executive Officer Board Member Authority. Each executive board member (president, vice president, secretary and treasurer) may authorize expenditures up to \$250 in a calendar month, without prior authorization from the full board. The Vice President in charge of roads may authorize expenditures up to \$3,000 in a calendar month, without prior authorization from the full board. Any such expenditures authorized by any executive officer must be subsequently approved on the monthly warrant list.

6.5.4. Road Supervisor Authority. The Road Supervisor may authorize expenditures up to \$250 in a calendar month, without prior authorization from the full board, if that expenditure is included in the approved budget for the Timberlakes roads, and if the expenditures to date have not exceeded the approved budget for that category.

6.5.5. Emergency Authorization. In emergencies, where authorization for expenditures must be expedited and it is not possible or prudent to wait for the full board to approve the expenditure, the officers may authorize the expenditure subject to the following limits. Two officers may authorize up to \$500 and three officers may authorize up to \$1000. Approval for emergency authorizations must be in writing (signed) or emailed to the TLPOA accountant. Such expenditures must be subsequently approved on the monthly warrant list.

6.5.6. Expenditures over \$1000. All expenditures over \$1000 must be authorized either 1) in a Board meeting with a quorum present or 2) by obtaining written or email approval from a majority of the Board. In the event authority is obtained through email, the expenditure must also be included in the monthly warrant list.

6.6.Reimbursement for Expenses incurred. Board Members, employees and Members may be reimbursed for actual expenses incurred in doing the business of the Association, if the board approves those expenses and if the proper expense report and documentation are provided. The request for reimbursement should be made within 30 days of the expenditure. Examples of appropriate expenses the Association may reimburse for are: travel required for Association business, personal vehicle mileage for Association business, purchase of supplies, and other items approved by the Board.

6.7.Professional Employment Organization. The Association will engage the services of a qualified Professional Employment Organization ("PEO") to handle all human resource functions, including, but not limited to, hiring, terminating, background checks, payroll, payroll taxes, payroll returns and payroll-related record keeping.

6.8.Warrant List. All checks issued by the Association shall be included on a Warrant List even if the expenditure was approved under an individual Director's or employee's authority. Warrant lists are compiled monthly and approved in a Board meeting with a quorum present.

6.9.Association Credit Cards. The Association credit card is intended for emergency use or when it is impractical to issue a purchase order. An Officer must give prior approval prior for the use of the card. In addition, the card may only be used for approved purposes up to the authorization limit of the individual using the card (see sections 6.5.1 – 6.5.6 of this document). All Association credit cards shall be kept by the Board member or Employee authorized by the Board to have a card. Such cards may not be used by anyone else without prior approval of the Treasurer. Anyone failing to follow these procedures may be required to repay the Association for all violating charges

and may be subject to discipline by the Board.

6.10. Capital Expenditures. The Association will generally expense any item costing \$10,000 or less. It will generally capitalize any item costing greater than \$10,000.

6.10.1. Depreciation. The Association will use the straight-line depreciation method and will generally assign a salvage value of \$0 to the asset being depreciated.

6.10.2. Useful lives. The useful life of as asset will generally fall into one of the following categories:

6.10.2.1. Transportation Vehicle 3 years

6.10.2.2. Used Construction Equipment 3 years

6.10.2.3. New Construction Equipment 7 years

6.10.2.4. Building 20 years

6.11. Accounting Policies. Accounting policies and procedures are set by the Board, upon recommendation from the Treasurer, the Association's accountant, and other finance and accounting professionals. The Board shall modify these procedures from time to time as necessary and with the approval of a majority of the Board.

7. Association Operations

7.1. Citations. See Appendix D.

Appendix A

Timberlakes Roads Department Mission Statement:

The mission of the Timberlakes Roads Department is to maintain all Association roads, primarily for the use of our Members. All Members, vendors, and suppliers will be treated with respect and in a courteous and polite manner. We will not promise more than we can deliver and will we deliver what we promise.

Job Title: Road Supervisor

Reports to: Board, generally and Roads Director specifically.

Duties:

- 1) Insure that all TLPOA roads are maintained in a reasonable condition.
- 2) Improve and maintain all roads with the Timberlakes subdivision in accordance with the approved development plans and standards set by the Board.
- 3) Operate all equipment in a safe and prudent manner.
 - a) Maintain all drainage ditches and culverts to insure proper drainage, especially during the winter and spring run-offs. All culverts should be located and marked. Maintain a map of all culvert locations.
 - b) Work with the utility companies to insure that they flag all power boxes, phone pedestals and fire hydrants for winter snow plowing before October 15th.
 - c) Maintain all TLPOA equipment in a functional, safe and clean condition.
 - d) Perform a pre-operation inspection on the equipment each day before it is used and keep an appropriate log to show what was inspected and when each inspection was completed (OSHA requirement).
- 4) Train and supervise the work of the other Timberlakes road employees, and assist with and participate in the construction, improvement and maintenance of the roads within the Subdivision.
- 5) Assist the Roads Director with the following tasks
 - a) Develop a Bi-annual Road Maintenance and Improvement Plan for all of the roads, including completion deadlines and quality checks. Present the plan to the Board for approval.
 - b) Work with the Timberlakes Water Special Services District to minimize the impact of their projects on the Association's roads and to minimize the overall cost to property owners.
 - c) Help plan and organize Board approved roads capital improvement projects.
 - d) Help in the creation of the Roads Department budget and work to stay within the approved budget. All proposals for new road improvements must be presented to the Board in writing, indicating the cost and time to complete, allowing sufficient time for the Board to review and approve.
 - e) All requests for additional employees must be submitted to the board with

sufficient justification and allowing sufficient time for the Board to review and approve.

f) All bids for work to be performed for TLPOA by persons other than Association employees must first be submitted to the Board for review and approval.

g) Purchase Order requisition forms must be completed and authorized by the Board in advance for all purchases.

6) Professionally represent the Association and our Members.

a) Maintain good relations with the Water Company, Everton County representatives, Heber Valley Camp personnel and local suppliers of goods and services.

b) Interface with and coordinate the efforts of outside suppliers providing goods and services to TLPOA for the improvement and maintenance of the Association's roads.

c) Maintain good relations with the property owners, treating everyone with respect and courtesy.

7) Maintain accurate and complete records for the Roads department.

a) Maintain records for each piece of equipment, including costs, maintenance, repairs, fuel consumption, oil, antifreeze and other fluids. Record the date, time, hour, meter and odometer readings for all maintenance and service on the equipment.

b) Record and maintain daily progress reports, indicating the work performed and the time spent. Keep sufficient detail so that costs to maintain each road can be determined as well as the cost for winter plowing.

c) Ensure that all Roads Department time cards are accurate, have been punched in and out appropriately on the time clock and turned-in in a timely manner. As supervisor, sign the time cards for each person working under you, certifying that they are accurate.

d) Keep a written record of all warnings and reprimands of employees and give a copy to the Roads Director.

8) Perform other tasks as requested or deemed necessary by the Board for the safety, or betterment of Timberlakes.

9) Comply with the TLPOA Employee Handbook.

Qualifications:

The position requires a minimum of five (5) years experience, operating and maintaining equipment equivalent to the equipment owned and operated by the Association, including Norland snow blower, road grader, dump truck, water truck, and compactor.

Performance Measures:

Performance will be measured on the following criterion:

1) Property Owner Satisfaction. (May be measured through a Member survey).

2) Accomplishing the goals set and assignments given by the TLPOA Board.

3) Staying within the approved Budget.

- 4) Meeting schedules and commitments on the roads projects
- 5) Maintaining the driving surface of the roads.
- 6) Maintaining all TLPOA equipment for safe and efficient operation.
- 7) Work attendance record (excessive tardiness and or absence)

Appendix B

Procedure for Obtaining Records

January 13, 2010

To: All Members of the Timberlakes Property Owners Association

From: President

Re: Procedure for Obtaining Records

Certain records of the Association are open to all Members of the Association. Members may make an appointment to review such records in the Association office. All members requesting to review records will be given a copy of this memo and a Records Request Form. Pursuant to Missouri Code § 16-6a-1603(3) the Association imposes a "reasonable charge" to cover the labor and material for copies of any documents provided to a member. This charge is \$15.00 per hour for personnel time and \$.25 per copy page, with a minimum charge of \$5.00 for any single request. The Association, at its discretion, may require pre-payment of estimated costs of record research, retrieval and copying. Upon completion of research, retrieval and copying, the Association will return any remaining balance of any pre-payment. Alternatively, the Association will require payment of any amount that exceeds the pre-payment. A fee will not be imposed for a request solely for: (1) the nonprofit corporation's most recent annual financial statements, if any; and/or (2) the nonprofit corporation's most recently published financial statements, if any (per Missouri Code §§ 16-6a-1603(3), 16-6a-1606).

Please note that the Association may reject any request that fails to properly comply with this procedure.

In addition, a Member may not use any information obtained through the inspection or copying of records for any purpose other than those set forth in their request form. (See Missouri Code § 16-16a-1602(7).)

Meeting minutes, warrant lists and other financial records are posted on the Association's website.

Appendix C

Records Request Form



TLPOA Information Request Form

Please complete the following:

Owner's Name _____
Lot # _____
Phone _____
Email _____

Please detail your request:

After submitting your request to the TLPOA General Manager, if approved, the information requested will be provided to you at the TLPOA office for your review. The records may not leave the office.

Owner signature

Date

General Manager signature

Date

Appendix D

Issuance of citations regarding: Roads, Buildings, Recreational and Disruption of the peace.

Citations may be issued immediately for the following reasons:

1. Roads / Recreational
 - a. Speeding – speed limits are 35 MPH on paved roads, except where designated slower, and 25 MPH on all dirt roads
 - b. Winter speed limits are 25 MPH on all roads, or as dictated by conditions
 - c. Children riding a recreational vehicle without a helmet (18 years and younger)
 - d. Damaging roads inside the subdivision, including, but not limited to causing “donuts,” ruts, etc., damaging or defacing Association property including signage, etc., and trespassing on any property including common area or property owned by others.
 - e. Timberlakes Stickers – current year Timberlakes owner stickers are required on all “Non-highway registered” motorized vehicles, including snowmobiles, ATVs, side-by-sides, etc.
 - f. Parking – There is no parking at any time on any road in Timberlakes. The only legal parking is in the owner’s driveway and the parking lot next to the office. Snowmobile trailers and the vehicle towing the trailer may be parked at Duck Lake during the winter only. No solo vehicles at Duck Lake; no trailers at office lot during winter. In order to park in the office lot or to park a snowmobile trailer at Duck Lake, the owner is required to obtain a parking pass from security and leave it on the vehicle dashboard and attach a pass to the trailer hitch. If a vehicle or trailer is parked where it should not be, it will be booted or towed at owner expense.
 - g. Vehicles found illegally parked will be booted and fined. The fine of \$75 must be paid before the boot will be removed.
 - h. Ignoring TLPOA road safety signs.
 - i. Sledding, skiing or tubing on Lake Pines Drive, Blue Spruce, Timberlakes Drive or Ridge Line.
2. Disruption of Peace
 - a. Snowmobiles, ATVs and motorcycles with modified exhaust systems are not allowed in Timberlakes.
 - b. Discharging a firearm and hunting (of any kind) in Timberlakes are both illegal. (See CC&Rs Article IV, Section 14.)
 - c. “No noxious or offensive activity shall be carried on within the Development nor shall anything be done or permitted which shall constitute a public nuisance herein.” (See CC&Rs Article IV, Section 14.)

Other fine areas to be enforced will be posted for 30 days on the TLPOA web site prior to implementation.

Fine structure as follows:

Recreational & Disruption of the Peace

Fine schedule:

1st offense Not to exceed \$100

2nd offense Not to exceed \$300

3rd offense Not to exceed \$500 plus take away the privilege for one year

Number of offenses is based on a per lot basis (not per person).

In addition, the offender may be required to pay the entire cost of rebuilding or restoring any property damage.

All security employees, mountain manager, Timberlakes management or any Board member is authorized to issue citations on behalf of the Timberlakes Property Owners Association.

All fines will be payable to the TLPOA office within 10 days of receipt. Recipient of the citation will have the right to appeal the citation to the Board in writing and appear before the Board in the next Monthly Meeting. Fines not paid within the time outlined will be attached to the yearly assessments for the lot in question and a lien will be placed against the lot of the owner. If a lien has to be filed, the cost of processing and registering the lien will be added to the amount of the fine. Lot owners are responsible for their guests and will be held responsible for all fines relating to the guests of that lot.

Revision History Approved

- Revision 1 Modified Sec. 5.2.4.3 December 6, 2001
- Revision 2 Modified Sec. 5.2.4.4 October 3, 2002
- Revision 3 Added Sec 5.2.10.7.1 & 7.1.1 October 17, 2002
- Revision 4 Added Sec 5.4 January 2, 2003
 - Modified Sec 4.2.8, 5.2.5.1, 7.4.5
 - Deleted Sec 5.1.5.8
 - Renamed Sec 5.2.10 to 5.3
- Revision 5 Modified Sec 5.3.3 February 20, 2003
 - Added Appendix A
- Revision 6 Reformatted entire document January 13, 2010
 - Modified Sec 1, 2, 3
 - Corrected and conformed Sec 5.1.6
 - Deleted chart in Sec 5.2
 - Corrected Sec 5.2.1
 - Corrected and conformed Sec 5.2.4.
 - Modified Sec 5.2.5
 - Deleted Sec 5.2.8.1 through 5.2.8.6 and 5.2.9
 - Modified Sec 5.3, 5.4
 - Deleted Sec 5.5 and replaced with new
 - Renamed Sec 5.6 to 5.7 and added new Sec 5.6
 - Moved Sec 6 to Sec 5 and modified Sec 5.7
 - Moved Sec 7.1 and 7.2 to Sec 6 and corrected errors
 - Modified Sec 6.1.1
 - Renamed Sec 7.3 to Sec 6.3 & deleted Sec 6.4 (prev 7.3.3)
 - Modified Sec 6.3.7 and added new Sec 6.4
 - Renamed Sec 7.4 to Sec 6.5 and deleted Sec 6.5.5
 - Modified new Sec 6.5.5
 - Modified Sec 6.7, 6.8 and 6.9
 - Added Sec 6.10 and 6.11
 - Conformed Appendix A to current policy
 - Added Appendices B & C, approved October 17, 2002
 - Added modified Appendix D, first approved August 5, 2009
- Revision 7 Added the form for Appendix C
 - Conformed Appendix D to current policy Sept 18, 2013
- Revision 8 Conformed Appendix D to current policy November 19, 2014
- Revision 9 Conformed Appendix D to current policy January 21, 2015