

RULES AND REGULATIONS
GOVERNING
TALLYN'S REACH AUTHORITY

adopted and enforced by

Resolution of

TALLYN'S REACH AUTHORITY

July 16, 2019

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PREAMBLE:

Tallyn's Reach Metropolitan District Nos. 2 & 3 (the "Districts") are each a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to §§ 32-1-101, *et seq.*, C.R.S. On February 12, 2018, the Districts entered into the Tallyn's Reach Authority Establishment Agreement to establish the Tallyn's Reach Authority (the "Authority"), a separate legal entity that is a political subdivision and public corporation of the State of Colorado. Pursuant to § 29-1-203.5(2), C.R.S., the Board of Directors of the Authority (the "Board") shall have the management, control and supervision of all the affairs of the Authority.

The Board has adopted the following Rules and Regulations pursuant to § 29-1-203, C.R.S., by resolution, attached hereto as Exhibit A, to provide for the orderly and efficient conduct of the business and affairs of the Authority, the boundaries of which make up the community known as Tallyn's Reach.

The Board of Directors of the Authority expressly reserves the right to make revisions to these Rules and Regulations from time to time in order to provide for the orderly construction, management, operation and control of the public facilities and services of the Authority and to promote the health, and safety and welfare of the residents and property owners in Tallyn's Reach. These Rules and Regulations are supplementary to, and are not to be construed as any abridgement of, the lawful rights of the Board to manage the Authority as outlined in the Colorado Revised Statutes. These Rules and Regulations specifically supersede in their entirety any and all prior rules and regulations of the Authority or the Districts.

ARTICLE 1. DEFINITIONS

Apartments shall mean the multi-family apartment development within the Authority's boundaries, commonly known as The Sanctuary of Tallyn's Reach, legally described as Lot 1, Block 1, Tallyn's Reach Subdivision, Seventeenth Filing, Arapahoe County, Colorado.

Authority Establishment Agreement shall mean the Tallyn's Reach Authority Establishment Agreement by and between Tallyn's Reach Metropolitan District No. 2 and Tallyn's Reach Metropolitan District No. 3, dated February 12, 2018.

Authority Manager shall mean the independent contractor engaged by the Authority to perform such services, with and to the extent authorized by the Authority.

Authority Services shall mean any of the services authorized by the Authority Establishment Agreement to be provided by the Authority.

Board or **Board of Directors** shall refer to the Board of Directors of Tallyn's Reach Authority, which is the governing body of the Authority.

Customer shall mean any person or entity, which receives services from the Authority.

Districts shall mean Tallyn's Reach Metropolitan District Nos. 2 and 3, or their Boards of Directors.

Fee Schedule shall mean the schedule of fees charged by the Authority as amended from time to time, on file with the Authority Manager.

Person shall mean any person or entity.

Property Owner or **Owner** shall mean the record owner of real property within the boundaries of the Authority.

Rules and Regulations shall mean the Rules and Regulations adopted by the Authority's Board of Directors including all amendments, policies and resolutions of the Authority which may be adopted from time to time.

Tallyn's Reach shall mean the property constituting the legal boundaries of the Authority as they currently exist as amended in the future by any and all inclusions or exclusions conducted in accordance with Title 32 of the Colorado Revised Statutes.

Service Plan shall mean that document entitled "Consolidated Service Plan for Promontory Metropolitan District Nos. 1, 2 and 3" dated September 2, 1998, and the "First Modification to the Consolidated Service Plan for Tallyn's Reach Metropolitan District Nos. 1, 2, and 3," approved on August 11, 2003, as amended from time to time.

Shall or **May** whenever "shall" is used herein it shall be construed as a mandatory direction; whenever "may" is used herein it shall be construed as a permissible, but not mandatory direction.

ARTICLE II. GENERAL

2.1 SCOPE OF RULES AND REGULATIONS. These Rules and Regulations shall be treated and considered as new and comprehensive rules and regulations governing the operations and management of the Authority. Any and all prior Rules and Regulations of the Authority or the Districts shall be deemed specifically superseded hereby.

The Board of Directors has determined to adopt these Rules and Regulations in order to assist the Authority and its management staff in implementing the decisions and policies of the Board. It is intended that any Person desiring to transact business with the Authority as an owner of property or a resident within the boundaries of the Authority shall comply with these Rules and Regulations. It is further intended that the Authority Manager and the management staff shall utilize these Rules and Regulations as a tool for assuring uniform treatment to Persons within the Authority and fair response to issues which confront the Authority. The Authority Manager shall provide copies of these Rules and Regulations to any Person who requests them. No Person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that Person to become familiar with policies and standards of the Authority contained herein, and in supplements hereto.

2.2 GENERAL PURPOSE AND AUTHORITY. The purpose of these Rules and Regulations is to provide for the orderly construction, management, operation and control of the public utility systems, facilities, improvements and services of the Authority, including additions, extensions and connections thereto. The Authority is a political subdivision of the State of Colorado and body corporate with all powers of a public or quasi-municipal corporation, which are specifically granted or implied for carrying out the objectives and purposes of the Authority. The Authority constructs, operates and maintains certain facilities for its benefit and that of property owners and residents within its boundaries.

2.3 PUBLIC HEALTH, SAFETY AND WELFARE. It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security, and general welfare of the residents and property owners of the Authority.

2.4 RULES OF CONSTRUCTION. These Rules and Regulations governing Tallyn's Reach, adopted and enforced by resolution of the Authority, are promulgated pursuant to statute in the exercise of the Board's discretion to provide a tool for management of the Authority and for the orderly provision of essential services. It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and that each and every part hereof is separate and distinct from all other parts. No refusal, failure or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver, or deviation herefrom or from any grant of power, duty or responsibility, or any limitation or restriction upon the Board of Directors or the Authority by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the Authority and any other entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the Authority to secure the full benefit and protection of any law now in effect or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the Authority. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate the lawful purposes of the Authority and to attempt to ensure orderly and non-discriminatory treatment of all Persons or entities subject to these Rules and Regulations now or in the future. In all circumstances, these Rules and Regulations shall be construed in the broadest sense possible to enable the Authority to perform its functions in accordance with law.

The Rules and Regulations must be complied with by all Persons absent receipt of a proper written waiver approved by the Board. It is the responsibility of each resident and property owner to obtain and read the Rules and Regulations of the Authority, as adopted and enforced by the Authority. No person shall obtain, by virtue of the Rules and Regulations, any right or cause of action against the Authority or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the Authority.

2.5 AMENDMENT/MODIFICATION/WAIVERS. The Board shall retain the power to amend these Rules and Regulations as it deems appropriate. Neither notice of such amendments nor public hearing shall be required to be provided by the Authority prior to exercising its amendment, modification or waiver powers. The Authority has the power to revise its Rules and Regulations from time to time either by formal action of the Board or by implication and has authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Supplemental policies of the Authority may be adopted from time to time in order to assist the Board and its management staff in managing the affairs of the Authority. When possible, copies of such policies shall be attached hereto as contained in Exhibit B. Additional Exhibits affecting these Rules and Regulations may be added by Board resolution from time to time. The Board, or the Authority Manager acting on instructions of the Board, shall have the sole authority to waive, suspend or modify these Rules and Regulations. Any Person claiming the benefit of such waiver, suspension or modification shall be required to obtain a written waiver signed by the Authority Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver shall be deemed a continuing waiver.

2.6 CONFLICTS. In case of any conflict between any provision of these Rules and Regulations, the Authority shall be entitled to resolve such conflict in its own favor at the Authority's sole discretion, it being the intention of the Board that these Rules and Regulations shall be construed or interpreted by the Authority in such manner so as to maximize the ability of the Authority to govern and manage the Authority and its facilities.

2.7 DEFINITIONS FOR TERMS USED IN RULES AND REGULATIONS. Unless the context specifically states otherwise, the meaning of terms used herein shall be as set forth herein.

2.8 GENERAL POLICIES. The Authority articulates herein its rules, regulations, and policies for the provision of public services and facilities, and for management and operation of the same. From time to time, the Board of Directors adopts official policies of the Authority. On occasion, such policies are reflected in official "resolutions" or "policies" of the Board of Directors. **Exhibit B** hereof contains official Policies And Procedures Governing the Tallyn's Reach Clubhouse and Recreation Amenities of the Authority as of the date of adoption of these Rules and Regulations. Additional Exhibits may be added to these Rules and Regulations from time to time either by addition to Exhibit B in the case of adoption of resolutions or policies, or by the addition of new Exhibits. Additional policies may also be found in the minutes of the Authority's Board meetings. To the extent any policy found in minutes of Board meetings which pre-date and conflict with any resolution of the Board, the resolution shall be deemed to supersede the minutes, unless the Board determines otherwise after such conflict is brought to the attention of the Board. To the extent policies found in minutes of meetings post-date

resolutions of the Authority and conflict with such resolutions, the policy stated in the Minutes shall be binding unless the Board determines otherwise after such conflict is brought to the attention of the Board. The Authority shall have the right, at all times, to repeal and re-enact resolutions of the Board unless any resolution specifically states that it cannot be repealed. A number of informal policies of the Authority may exist which are known to the Authority Manager and the Authority's Board of Directors. In any case where a person has questions about Authority policies, questions may be directed to the Authority Manager, who has authority to respond, or who may refer such requests to the Board. In all circumstances, the Board of Directors retains authority and responsibility for the policies of the Authority.

ARTICLE III. DESCRIPTION OF THE DISTRICTS AND AUTHORITY

3.1 PURPOSE OF THE DISTRICTS AND AUTHORITY. The Districts were organized with authority to provide certain services and facilities to residents and property owners within the area generally known as "Tallyn's Reach." The Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, and as such, exercise certain governmental powers for the benefit of its constituents. Pursuant to their Service Plan, the Districts have the authority to provide water, street, traffic and safety controls, television relay and translator, transportation, parks and recreation, and sanitation services to the extent of its available resources. The Districts have power to tax properties within their boundaries and to impose fees for services available from or provided by the Districts. The Districts derive their power from Colorado statutes and from their Service Plan. The Service Plan contains general information about the facilities, services, and powers of the Districts and may be amended from time to time to deal with the evolving needs of the Districts. The Districts have the authority to construct facilities and improvements for District Services, as it deems expedient, in accordance with the authority granted to the Districts in their Service Plan. The Service Plan is an "enabling document" granting to the Districts certain powers and authorities. The Service Plan does not impose upon the Districts any responsibility which it is not required to accept pursuant to state law or which it does not specifically accept by official decision of the Board. The Districts established the Authority for the purpose of planning, financing, designing, constructing, installing, operating, maintaining, repairing and replacing public improvements and facilities and for providing Services. Pursuant to Colorado statute, the Authority is enabled to exercise any of the lawful powers of the Districts in order to achieve its purposes.

3.2 THE GOVERNING BODY. The Districts are governed by elected Boards of Directors (the "District Boards"). The District Boards consist of five individuals who, as residents or property owners within the Districts, are qualified to serve as directors. Directors are generally elected to four-year terms at elections held in May in accordance with the provisions of the Special District Act. The Boards elect from their membership a president, vice-president, treasurer, and appoint a secretary. The Authority's Board of Directors consists of five directors, appointed as follows: Tallyn's Reach Metropolitan District No. 2 appoints two Directors, Tallyn's Reach Metropolitan District No. 3 appoints two Directors, and the Districts jointly appoint one Director.

3.3 AUTHORITY BOARD MEETINGS. Meetings of the Board of Directors are subject to the "Sunshine Law" of the State of Colorado and are open to the public. From time to time the Board meets in "Executive Session" for purposes permitted under law. Executive sessions are closed to the public. Minutes of meetings are prepared for each meeting and, after approval by the Board, are available for public inspection. The Authority's policy is not to tape record its meetings, and it does not attempt to maintain a verbatim transcript of its discussions.

3.4 AUTHORITY MANAGEMENT. The Authority is managed by professional management consultants engaged by the Board. The Authority Manager oversees the day-to-day administration of the Authority and operation of Authority facilities. All consultants of the Authority serve at the will of the Board. The Authority Manager operates within approved guidelines established by the Board of the Authority and exercises only that discretion which is granted by the Board as necessary for day-to-day operations and for implementation of Board decisions and policies.

3.5 AUTHORITY SERVICES AND FACILITIES. In general terms, the Authority attempts to provide the water, street, traffic and safety controls, television relay and translator, transportation, parks and recreation, and sanitation improvements within the Authority. The Districts' Service Plan contains maps which show the current and projected location of Authority Services and facilities, and provides a general description of those facilities. Reference is made to the Authority Establishment Agreement for general descriptions of services and facilities which may be provided by the Authority.

3.6 SUBDIVISION AND ZONING REFERRALS. The Authority has no authority over subdivision, zoning or other land use matters for property within the Authority. The City of Aurora controls land use decisions within the boundaries of the Authority, with the exception of certain land use decisions related to public facilities constructed by the Authority.

3.7 RATES, FEES, TOLLS AND CHARGES. The Authority has power to charge various rates, fees, tolls, charges and penalties for services and facilities provided by the Authority. In most cases the failure of a resident or property owner to pay such fees creates a right in the Authority to claim a lien on the affected property and to foreclose on that lien. The Authority exercises such power for the overall benefit of the Authority and reserves the right to exercise its discretion on a case-by-case basis in determining whether to claim a lien and foreclose it.

3.8 OTHER PUBLIC UTILITIES. Electric, natural gas, telephone and cable television services are available within the Authority and are provided by various commercial companies.

ARTICLE IV. OWNERSHIP AND OPERATION OF FACILITIES

4.1 AUTHORITY FACILITIES. Systems constructed by the Authority shall be operated and maintained by the Authority pursuant to these Rules and Regulations.

4.2 AUTHORITY OWNERSHIP. All improvements constituting any part of Authority systems shall be the sole property of the Authority, unless otherwise specifically agreed by the

Authority or Customer. Notwithstanding that Customers shall be entitled to receive Service from the Authority pursuant to these Rules and Regulations, no legal or equitable ownership in Authority systems or improvements shall be deemed to exist in favor of any Person other than the Authority.

4.3 RIGHT OF ENTRY. The Authority Manager, employees and consultants of the Authority, or other personnel authorized by the Authority Manager, bearing proper credentials and identification, shall be permitted by all residents or landowners within the Authority to enter upon all properties or appurtenances for the purpose of installation, replacement, repair, maintenance, inspection, or observation reasonably necessary in connection with the services and facilities provided by the Authority. The granting of Right of Entry by the resident or landowner is a condition precedent and a condition subsequent to the provision of services by the Authority. Refusal to permit such access to Authority personnel in the performance of their duties may result in discontinuation of services to the property in question, or cause additional charges to the resident or landowner for increased costs or damages sustained as a result of refusing the Right of Entry.

4.4 LIMITATION OF LIABILITY OF AUTHORITY. Except as provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., it is expressly stipulated that no claim for damage shall be made against the Authority by reason of any action or inaction of the Board in connection with any improvements or facilities for which the Authority has operations or maintenance responsibility.

ARTICLE V. RULES CONCERNING AUTHORITY SERVICES AND FACILITIES

5.1 ENTITLEMENT TO AUTHORITY SERVICES. Authority Services will be provided by the Authority to all Customers, subject to these Rules and Regulations. The residents of the Apartments shall have no right or entitlement to the Authority Services relating to the clubhouse(s), pools(s), or related amenities unless such residents elect to pay the additional fees set forth in the Fee Schedule. No Person or entity which does not pay applicable fees and other related charges, as may be adopted by the Board and as may be updated from time to time, or provide evidence that appropriate fees have been paid for the benefit of such Person or entity shall be entitled to continued service. It shall be incumbent upon the applicant for Authority Services to furnish satisfactory evidence of payment of applicable fees whenever such evidence is requested by the Authority. Notwithstanding that a Person or entity has paid appropriate fees for service, no Person or entity shall be entitled to receive continued Authority Services if property taxes or other fees due from such Person or entity have become delinquent. Authority Services shall be suspendable or revocable at the Authority's discretion upon non-payment of any valid fees or charges owing to the Authority or any other violation of these Rules and Regulations. In the event of non-payment, the Customer shall be given not less than ten (10) days advance notice in writing of the revocation.

5.2 AUTHORITY SERVICES TO PERSONS OUTSIDE THE AUTHORITY'S BOUNDARIES. The boundaries of the Authority are conterminous with the boundaries of the

Districts. Territory within the boundaries of the Authority includes territory included (annexed) by the Districts and excludes territory excluded by the Districts. Charges for Authority Services to persons outside the Authority's boundaries shall be determined in the sole discretion of the Board of Directors. It is expected that charges for Authority Services for persons owning property or residing outside the Authority boundaries shall equal at least the actual cost of Authority Services, plus, at a minimum, the estimated mill levy payments and other fees for which such property would be responsible if it were included in the Districts. In every case where the Authority furnishes Service to persons owning property or residing outside the Authority's boundaries, the Authority reserves the right to discontinue Service when, in the judgment of the Board of Directors, it is in the best interest of the Authority to do so, except as may be limited by written agreement.

5.3 INCLUSION OR EXCLUSION OF PROPERTY. Properties located outside the boundaries of the Districts may propose inclusion of such property into the Districts. Individuals who own property within the boundaries of the Districts may seek to have that property excluded from the Districts. All requests for inclusion of property within the boundaries of the Districts shall be made pursuant the provisions of § 32-1-401, *et seq.*, C.R.S. All requests for exclusion of property shall be considered by the Districts pursuant to the provisions of § 32-1-501, *et seq.*, C.R.S.

5.4 TAMPERING. No unauthorized person or entity shall uncover, use, alter, or disturb the Authority's facilities or improvements without first obtaining a written authorization from the Authority. No Person shall maliciously, willfully, or negligently, break, damage, destroy, uncover, deface or tamper with any portion of the Authority's facilities or improvements. Any Person who violates the provisions of this Section shall be prosecuted to the full extent of Colorado law.

5.5 VIOLATIONS. Any Person violating any of the provisions of these Rules and Regulations shall become liable to the Authority for any expense, loss or damage occasioned by reason of such violation, and upon non-payment thereof, shall be assessed a penalty in an amount set forth in the Authority's Fee Schedule which penalty shall be a lien upon the violator's property, as allowed by § 32-1-1001, C.R.S., as amended, or a lien upon the property to which the violator was providing services at the time of the violation in question, whichever the Authority Manager deems appropriate. In the event the Authority determines to revoke or suspend Authority Services to any Person or entity for violation of any of the provisions of these Rules or Regulations, the Authority shall not be liable for any claim for damage resulting therefrom.

5.6 FEES FOR SERVICES. Working capital fees, service charges, miscellaneous fees, and other applicable fees shall be in accordance with any fee resolution in place at the time.

Following efforts to collect overdue payments of any fee or charge assessed by the Authority under these Rules and Regulations and/or Colorado law, if it becomes necessary for the Authority to initiate foreclosure proceedings as allowed by § 32-1-1001(1)(j), C.R.S., as amended, the Authority shall in each such case be entitled to assess all legal fees, costs of collection, and a foreclosure penalty against the subject property in an amount set forth in the

Authority's Fee Schedule which penalty shall be payable in full upon assessment and shall be included in the lien then being foreclosed. Payment of said foreclosure penalty and any and all other fees outstanding against the subject property shall be a precondition to the resumption of Authority Services.

ARTICLE VI. HEARINGS

6.1 APPLICABILITY. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Rules and Regulations of the Authority, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Article shall not apply to complaints arising out of the interpretation of the terms of Authority contracts or complaints which arise with regard to personnel matters which shall be governed exclusively by the Authority's personnel rules as the same may be amended from time to time.

6.2 COMPLAINT. Complaints concerning the interpretation, application, or enforcement of Rules and Regulations of the Authority must be presented in writing to the Authority Manager, or such representative as he or she may designate. Upon receipt of a complaint, the Authority Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) days after receipt of the complaint. Decisions of the Authority Manager which impact the Authority financially will not be binding upon the Authority unless approved by the Board at a special or regular meeting of the Board.

6.3 HEARING. In the event the decision of the Authority Manager or its representative is unsatisfactory to the complainant, a written request for formal hearing may be submitted to the Authority Manager or such hearing officer as the Authority Manager may appoint within twenty (20) days from the date written notice of the decision was mailed.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Rules and Regulations have been met, the Authority Manager or hearing officer shall conduct a hearing at the Authority's convenience but in any event not later than fifteen (15) days after the submission of the request for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations. Decisions of the Authority Manager which impact the Authority financially will not be binding upon the Authority unless approved by the Board of Directors at a special or regular meeting of the Board.

6.4 RULES. At the hearing, the Authority Manager or hearing officer shall preside. The complainant and representatives of the Authority shall be permitted to appear in person, and the complainant may be represented by any Person of his choice or by legal counsel.

The complainant or his representative and the Authority representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any Person; and the

right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Authority Manager or hearing officer may receive and consider any evidence, which has probative value commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The Authority Manager or hearing officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Rules and Regulations that are the subject of the complaint. The decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

6.5 FINDINGS. Subsequent to the formal hearing, the Authority Manager or hearing officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) days after the date of the formal hearing.

6.6 APPEALS. In the event the complainant disagrees with the findings and Order of the Authority Manager at the formal hearing, the complainant may, within fifteen (15) days from the date of their mailing, file with the Authority a written request for an appeal thereof to the Boards of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. The Authority shall in response compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing, (2) all exhibits or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and Order. The Board shall consider the complainant's written request and the written record on appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. Such consideration shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any party to the appeal and there shall be no right to a hearing de novo before the Board of Directors.

6.7 BOARD FINDINGS. The Board of Directors shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the hearing. The Board of Directors will not reverse the decision of the Authority Manager or hearing officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

6.8 NOTICES. A complainant shall be given notice of any hearing before the Authority Manager, the hearing officer, or before the Board of Directors, by certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

EXHIBIT A
Resolution Approving Rules and Regulations

EXHIBIT B
Policies and Procedures Governing the Tallyn's Reach Clubhouse and Recreation
Amenities