

POLICY FOR COVENANT AND RULE ENFORCEMENT

This Policy for Covenant and Rule Enforcement supersedes and replaces all prior policies regarding covenant enforcement.

PURPOSE: The following policy was adopted by the Board of Directors of The Country Club Ridge Condominium Association, Inc. ("the Association") pursuant to Colorado law at a regular meeting of the Board.

AUTHORITY: The Declaration of Covenants, Conditions and Restrictions of Country Club Ridge Condominiums recorded on April 8, 2004 at Reception B4063629 ("Declaration"), Articles of Incorporation, Bylaws of the Association, and Colorado law including §38-33-101 et. seq., Sections 38-33.3-123, 38-33.3-302 and 38-33.3-209.5, C.R.S.

EFFECTIVE

DATE:

October 1, 2017

RESOLUTION:

The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

Complaints

1. Complaints regarding alleged violations may be reported by an Owner, the Association's management company, if any, or by Board member(s) or committee member(s).
2. Complaints shall be in writing and submitted to the Association at its principal business office.
3. The complainant shall have observed the alleged violation and shall identify the alleged violator ("Violator"), if known; a statement describing the alleged violation; when the violation was observed; photographs, if possible; and any other pertinent information.
4. No action will be taken on anonymous complaints.
5. Non-written complaints or written complaints failing to include information required by this provision may not be investigated or

prosecuted at the discretion of the Association.

6. Copies of written complaints shall be provided to the alleged violator if requested at any hearing conducted pursuant to this Policy.
7. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board-designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

Courtesy Notice

1. Following receipt of a Complaint, if a violation exists, a Courtesy Letter may be sent to the owner *by first class mail* to the address on file with the Association, explaining the nature of the violation and requesting that the owner correct the violation within the time frame provided.
2. The time afforded to a homeowner to come into compliance with provisions in the Declaration, Rules and Regulations or ARC Guidelines may vary depending on the type of violation.
3. Certain types of violations cannot be cured but, instead, are complete upon their occurrence and, therefore, will not receive any Courtesy Letter. By way of example but not limitation, the following types of violations are not capable of being cured: instances of threats, harassment or profanity directed at management company personnel, other owners, tenants, association contractors or Board members; injuries caused by pets; emissions of annoying light, sounds or odors; and timeframes for placing and removing refuse containers from view.

Violation Notice

1. If a Courtesy Notice was sent and the owner does not come into compliance within the time frame provided in the Courtesy Notice, or if the violation was of a type such that no Courtesy Notice was, a Violation Notice will be sent to the owner *via first class mail* only to the address on file with the Association: (a) identifying the alleged violation(s); (b) explaining that a fine and/or other penalties may be imposed; and (c) providing that the owner may request a hearing within 10 days of the date of the Violation Notice or the owner waives the right to a hearing.
2. The owner(s) is free to either attend or not attend the hearing, send documentary material for the Association to review, and/or be represented by an agent or attorney at the hearing (with prior written authorization executed by the owners).

3. If no owner or owner's representative attends the hearing and no evidence is submitted to the Association at or prior to the hearing, the Association is entitled to make a decision with respect to the alleged violation based on available information without the necessity of holding a formal hearing.
4. If a violation is found to exist, the Association may impose a fine, suspend the owner's voting rights and/or impose other penalties permitted by the Declaration, Bylaws, Rules and/or Colorado law.

Hearing

1. At the beginning of each hearing, the presiding officer or any committee appointed by the Board, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing.
2. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement.
3. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances.
4. The Complainant is not required to be in attendance at the hearing.
5. The Board shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing.
6. All hearings shall be open to attendance by all Owners.
7. After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, render a decision, and may impose a fine, suspend the owner's voting rights and/or impose other penalties permitted by the Declaration, Bylaws, Rules or Colorado law.
8. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the decision absent a showing of denial of due process.

Notice of Decision

1. The Board shall either announce the decision at the end of the

Hearing or may issue a written Notice of Decision and mail it, *by first class mail*, only to the address on file with the Association, within a reasonable time following the final decision by the Association.

2. The Notice of Decision will identify the type and amount of any fine imposed and the date the fine will commence or be imposed, after which all such fines will be treated as delinquent assessments and collected in accordance with the Association's Policy on Assessment Collections.

Fine Schedule

1. Depending upon the type of violation, following the hearing date, the Association may impose the following fines:

A. Completed Violation of Covenant, Rule, Guideline or Policy:

1. *First or single violation: \$100.00*
2. *Second violation of the same covenant, rule, guideline, or policy: \$200.00*
3. *Third violation of the same covenant, rule, guideline, or policy: \$400.00*
4. *Fourth violation of the same covenant, rule, guideline, or policy: \$800.00*
5. *Fifth and subsequent violations of the same covenant, rule, guideline, or policy: \$1,000.00*

B. Continuous Violations: \$25.00 per day

1. Continuous violations are defined as violations of an Owner's or occupant's obligations that are uninterrupted by time. By way of example but not limitation, the following constitute continuing violations: the failure to remove an unapproved exterior improvement, failure to maintain unit or landscaping, or parking violations.
2. Each day of noncompliance constitutes a separate violation.
3. The owner must provide notice to the Association and a reasonable opportunity to inspect and to either approve or disapprove the Owner's attempted cure of a continuing violation, in its sole discretion. If no notice or inspection is provided to the Association, the condition will

be deemed to be continuing and daily fines will continue to be imposed regardless of when the Owner allegedly ceased or cured the violation.

C. Fines as Assessments

Fines constitute Assessments and will be posted to the Owner's account. If unpaid, they will be collected in conformance with the Association's Collections Policy.

Other Enforcement Means

1. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law.
2. The use of this process does not preclude the Association from using any other enforcement means, including filing a suit for damages, receivership and/or injunctive relief.
3. The Association may suspend the voting rights and/or the right to use any recreational facilities for a period not to exceed sixty (60) days following the hearing.
4. All violations of City codes, ordinances, statutes, or violations of state or federal law, should be reported to the police or the City.

Waiver of Fines

The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the owner coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

Definitions.

Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

Supplement to Law.

The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado.

Deviations.

The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

Amendment.

This Policy may be amended from time to time by the Board of Directors.

Severability

Invalidation of one of the foregoing provisions by court order or judgment shall have no effect on the remaining provisions which shall remain in full force and effect.

CERTIFICATION:

The undersigned, being the Secretary of the Board of Directors of The Country Club Ridge Condominium Association, Inc., a Colorado nonprofit corporation, certifies that this Policy was adopted by Resolution approved by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on September 12, 2017 and in witness thereof, the undersigned has subscribed his/her name.

**THE COUNTRY CLUB RIDGE
CONDOMINIUM ASSOCIATION, INC.,**
a Colorado non-profit corporation

By: 
Its: _____