

Policies Adopted into Grandview Park Bylaws: Maintaining CCIO Compliance

April 30, 2016

Modified: July 30, 2016 as noted

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We, the Board of Grand View Park have voted at the April 30, 2016 Board of Directors meeting and officially adopted the recommendations and mandates, officially named the Colorado Common Interest Ownership (CCIO) mandates, which amends the GVP bylaws and brings our documents into compliance with Colorado Senate Bill.

Update policies:

1. POLICY REGARDING CONDUCT OF MEETINGS
2. DIRECTOR CONFLICT OF INTEREST POLICY
3. POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS
4. COLLECTION POLICY
5. NOTICE AND HEARING AND ENFORCEMENT POLICY AND PROCEDURES

GVP Board President:	Terry Sullivan
GVP Vice President:	Richard Carande
GVP Secretary:	Lisa Simpson
GVP Treasurer:	Christine Fiedler

THE GRAND VIEW PARK HOMEOWNERS ASSOCIATION, INC.  
**POLICY REGARDING CONDUCT OF MEETINGS**

The following procedures have been adopted by The Grand View Park Homeowners Association, Inc., (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To establish a uniform and systematic protocol for conducting meetings of the Association, including owners and members’ (“Members”) meetings and Board meetings; to ensure equitable participation by Members while permitting the Board to conduct the business of the Association; and to memorialize the circumstances under which the Board may convene into executive session.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing the conduct of meetings of the Members and meetings of the Board:

Members’ Meetings. All meetings of the Association are open to every Member. A Member may be represented at a meeting by another Member who is present and holds a current, signed, written proxy which that member has tendered to the Secretary of the Board prior to commencement of the meeting. Proxy forms are to be submitted along with the agenda and notice for each annual and special meeting of the Members. Members, and Members holding proxies, so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings; except that at regular and special meetings of the Board, Members who are not Board members may not participate in any deliberation or discussion except as provided below.

1. Board Meetings. All regular and special meetings of the Board, or any committee thereof, shall be open to attendance by all Members. At regular and special meetings of the Board, except as stated below, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board.
2. Members’ Right to Speak at Board Meetings. At Board meetings, the Board shall permit Members to speak before the Board takes formal action on an item under discussion, in addition to any other opportunities to speak, and the Board shall provide for a reasonable number of persons to speak on each side of an issue. However, the Board may place reasonable time restrictions on those persons speaking during any meeting.
3. Agenda; Open Forum. The President of the Board of Directors, and in his absence, the Vice President, shall be chairman of all meetings. The agenda for all meetings shall follow the order of business specified by the Association’s Bylaws,

and if none, in accordance with the order of business determined by the Board. The agenda for Members' meetings shall include "Comments and Remarks for the Good of Grand View Park" during which any Member who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this policy. The agenda for Board meetings shall include "Remarks for the Good of Grand View Park", subject however, to the Board's right to dispense with or limit "Remarks for the Good of Grand View Park" at the discretion of the Board, except that such limits on "Remarks for the Good of Grand View Park" shall always be subject to the provisions of paragraphs 2 and 3 of this policy.

4. Limits on Right to Speak. The Board shall have the right to determine the length of time of the "Remarks for the Good of the Grand View Park Homeowners Association". The chairman of the meeting may place reasonable limitations upon the time given to each member seeking to comment, to allow sufficient time for as many members as possible to comment within the time permitted. The chairman shall, to the best of his/her ability, allocate time to each Member for comment so as to allow as many Members as possible to speak within the time permitted. Each Member will only be allowed to speak more than once during "Remarks for the Good of the Grand View Park Homeowners Association" at the discretion of the Board. No member may speak a second time until all members wishing to speak have had an opportunity to speak once.
5. Attorney/Client Privileged Communications. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting. If the Board employs any person as an employee of the Association, then the Board may discuss any issue related to that employee in executive session and not allow Members who are not board members to participate. The Board may elect to preserve the confidentiality of any human relations employee matter in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.
6. Recording of Meetings. Note taking is permitted, however, video or audio recording of all or any portion of any meeting by Members is prohibited.
7. Member Conduct. No Member is entitled to speak until recognized by the chairman. There shall be no interruption of anyone who has been recognized by the chairman except by the chairman. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chairman and not other individual participants. All comments are to be restricted to the

agenda item being discussed. Courteous behavior is mandatory. Robert's Rules of Order will be followed by the Board and Members in any meeting.

8. Curtailment of Member Conduct. Should the chairman determine that any Member has spoken for the allocated amount of time or longer, or determine that the Member is in violation of the provisions of this policy, the chairman shall have the authority to instruct that member to yield the floor, and that member will be obligated to comply with the chairman's instruction.
9. Disruptive or Unruly Behavior. If a member refuses to stop talking after his/her allotted time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:
  - (a) The chairman will issue an oral warning that if the member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the meeting will be adjourned.
  - (b) If the member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the chairman will call a recess and speak directly to the member, reiterating that the meeting will be adjourned unless the member conforms to this policy.
  - (c) If the member still refuses to cooperate, the chairman may choose to adjourn the meeting to another time.
10. Executive Session. Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or closed door session and may restrict attendance to Board members, committee members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of the Colorado Common Interest Ownership Act, ("Act"), as amended from time to time, or other applicable law. The matters to be discussed at such an executive session are limited to:
  - (a) Matters pertaining to employees of the association or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;
  - (b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
  - (c) Investigative proceedings concerning possible or actual criminal misconduct;

- (d) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (f) Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the members of the Board convene in executive session, the chairman shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above. No rule or regulation of the Board shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following an executive session.

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**THE GRAND VIEW PARK HOMEOWNERS ASSOCIATION, INC.  
DIRECTOR CONFLICT OF INTEREST POLICY**

The following procedures have been adopted by The Grand View Park Homeowners Association Inc., (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors, (“Board”).

Purpose: To adopt a policy governing the handling of conflicts of interest among Board members;

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy to govern the handling of conflicts of interest among Board members:

1. If any contract, decision, or other action taken by or on behalf of the Board would financially benefit any member of the Board or any person who is a parent, grandparent, spouse, child, or sibling of a Board member, or a parent or spouse of any of those persons, then, in advance of entering into that contract, making the decision or taking the action, that interested Board member shall declare at an open meeting of the Board, that a conflict of interest exists and shall describe in detail all of the particular facts of the conflict of interest.
2. The interested Board member may deliver to the Board a letter setting forth a detailed summary of the conflict of interest, or may orally set forth the basis of the conflict and follow up with a letter to the Board setting forth a detailed summary of the conflict. The letter detailing the conflict shall be read out loud by a non-interested Board member at an open meeting of the Board. The Board may elect to table adoption of any contract decisions or other action taken by or on behalf of the Board upon being orally informed of a conflict of interest by any member of the Board until a written letter can be prepared. In its sole discretion, the Board may decide to proceed to consider the conflict of interest of a director when that conflict is raised orally by the director at a Board meeting or a member meeting called to discuss any conflict decision or other action. That Board member shall not be allowed to vote on either the Board’s motion to table the matter or the Board’s motion to determine the matter before a written letter is received.
3. After the interested Board member makes such a declaration, the interested Board member may participate in a discussion of the matter giving rise to the conflict of interest. However, the interested Board member may not vote on the issue giving rise to the conflict of interest. If there is compliance with the terms of this policy, a majority of the disinterested Board members, or any higher number required by the Association’s governing documents, may in good faith authorize, approve, or ratify the conflicting interest transaction.

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4. The interested Board member may be counted as present when determining whether a quorum of the Board exists.
5. Any contract entered into in violation of this policy is void and unenforceable.

**THE GRAND VIEW PARK HOMEOWNERS ASSOCIATION, INC.  
POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION  
RECORDS**

The following procedures have been adopted by The Grand View Park Homeowners Association Inc., ("Association") pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To establish uniform procedures for the inspection and copying of Association records by Members; to establish the type of records kept by the Association or its agent; and to establish the cost of copying Association records.

WHEREAS, the Colorado Common Interest Ownership Act, in C.R.S. 38-33.3-317 gives all Members the right to examine and copy the financial and other records of the Association for a proper purpose.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing the inspection and copying of Association records:

1. The Association shall keep as permanent records the following documents:
  - (a) Minutes of all meetings of Members and the Board.
  - (b) A record of all actions taken by the Members or the Board by written ballot or written consent in lieu of a meeting.
  - (c) A record of all actions taken by a committee of the Board in place of the Board on behalf of the Association.
  - (d) A record of all waivers of notices of meetings of Members and of the Board or any committee of the Board.
  - (e) A record of Members in a form that permits preparation of a list of the names and addresses of all Members, showing the number of votes each Member is entitled to vote.
  - (f) All tax returns filed on behalf of the Association.

In addition to the above, the Association shall keep a copy of each of the following records at its principal office:

- (a) Articles of Incorporation, Declaration, Covenants and Bylaws.



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- (b) Resolutions adopted by the Board.
- (c) The minutes of all Members meetings and records of all actions taken by Members without a meeting for the past three (3) years.
- (d) All written communications within the past three (3) years to Members generally as Lot owners.
- (e) A list of the names and business or home addresses of the Association's current directors and officers.
- (f) The Association's most recent annual report.
- (g) The Association's most recent version of the "Rules" including any Article V Rules promulgated by the Design Review Committee.
- (h) All financial audits or reviews conducted pursuant to Section 38-33.3-303(4) (b) during the immediately preceding three years.

2. So the Association can have the desired books, records and personnel available, a written Notice of Intent to Inspect must be submitted to a member of the Board of Directors at least five (5) business days prior to the planned inspection. The Notice must describe with reasonable particularity which records are to be inspected and the purpose of the inspection.

3. At the discretion of the Board of Directors, certain records may only be inspected in the presence of a Board member or employee of the Association. No records may be removed from the office without the express written consent of the Board of Directors. Further, if a Member requests to inspect records, the Association may photocopy and provide the requested records to the Member in lieu of the Member's inspection of the records if the Member consents.

4. The Association may charge a fee, not to exceed the Association's actual cost per page for copies of the Association records.

5. Consistent with individual Member's right to privacy, attorney-client confidentiality and other considerations, the following records will not be made available without the express written consent of the Board of Directors:

- (a) Confidential personnel records.
- (b) Confidential litigation files and matters covering consultation with legal counsel concerning disputes that are subject of pending or imminent court proceedings or are privileged or confidential between attorney and client.

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- (c) Files dealing with investigative proceedings concerning possible or actual criminal misconduct.
  - (d) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
  - (e) Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board of Directors.
  - (f) Members' personal contact information except the Association will, provide upon request a current Grand View Park Members Roster if the association has complying releases on file in its office allowing the members personal contact information to be released.
  - (g) Financial Account records of Members other than the Member making the inspection request.
  - (h) Records of covenant or rules violations of Members other than the Member making the inspection request.

6. In determining whether records may be inspected, the Association shall consider, among other things:

- (a) Whether the request is made in good faith and for a proper purpose;
- (b) Whether the records requested are relevant to the purpose of the request;
- (c) Whether disclosure is for an illegal or improper purpose, or would violate a constitutional or statutory provision or public policy; and
- (d) Whether disclosure may result in an invasion of personal privacy, breach of confidence or privileged information as set forth above.

7. The Association reserves the right to pursue any individual for damages or injunctive relief or both, including seeking reasonable attorney fees, for abuse of these rights, including, but not limited to, use of any records for a purpose other than what is stated in the notice of intent to inspect.

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THE GRAND VIEW PARK HOMEOWNERS ASSOCIATION, INC.  
**COLLECTION POLICY**

The following procedures have been adopted by The Grand View Park Homeowners Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

**Purpose:** To establish a uniform and systematic procedure for collecting assessments and other charges of the Association, thus ensuring the financial well being of the Association.

**Collection Philosophy:** All owners and members ("Members") are obligated by the Second Amended Declaration of Protective Covenants Grand View Park ("Declaration") to pay all assessments and special assessments ("Assessments") in a timely manner. See Article IV, Association, sub-section 4.06 Assessments and Lien Rights. Failure to do so jeopardizes the Association's ability to pay its bills. Failure of Members to pay Assessments in a timely manner is also unfair to its other Members who do. Accordingly, the Association, acting through the Board of Directors must take steps to ensure timely payment of Assessments, and other fees and penalties.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of Assessments and other charges of the Association:

1. **Due Dates.** The annual assessment for each lot as determined by the Association shall be due and payable thirty days from the date that the assessment notice is mailed to the Members. Assessments or other charges not paid to the Association by the fifteenth day of the month following the month in which they are due shall be considered past due and delinquent.

2. **Late Charges and Interest Charges.** The Association shall be entitled to impose a late charge of Twenty Five Dollars (\$25.00) on each lot assessment that is not paid within thirty days, (30) days after the date of the invoice. If any lot assessment is not paid within one month after the invoice date, the Association shall be entitled to charge one-and-one-half percent (1.5%) per month, or eighteen percent (18%) per annum on the amount of the unpaid Assessment and the late charge, beginning on the forty sixth day after the annual billing date so long as such Assessment shall be unpaid. All such late charges and interest shall be due and payable immediately, without notice, in the manner provided for payment of Assessments.

3. **Return Check Charges.** A Thirty Five Dollar (\$35.00) fee shall be assessed against a Member in the event any check or other instrument attributable to or payable for the benefit of such Member is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. If two or more of a Member's checks are returned unpaid by the bank within any twelve month period, the association may require that all of the Member's future payments, for a period of one year, be made by certified check or money order.

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4. Attorney Fees on Delinquent Accounts. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of Assessments or other charges due the Association from a delinquent Member. The minimum fee charged for attorney fees when an attorney is required to send a letter to any delinquent account is Two Hundred and Fifty Dollars (\$250.00). All such attorney fees shall be due and payable immediately, without notice, in the manner provided for payment of Assessments.

5. Application for payments made to the Association. The Association reserves the right to apply all payments received on account of any Member first to payment of any and all legal fees and costs (including attorney fees), then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such Member, and any remaining amounts shall be applied to the Assessments due with respect to such Member.

6. Collection Letters.

- (a) After an Assessment or other charge owed to the Association becomes one month past due, the Association shall cause a notice of delinquency to be sent to the unit owner who is delinquent in payment. The notice of delinquency will contain the late fee and the amount of the unpaid annual assessment.
- (b) If payment in full, including late charges and any interest that has accrued since the forty-sixth day past due, is not received within three months after the original invoice was sent the Association may, but shall not be required to send a notice of default to the owner. The notice of default shall contain the amount of the unpaid annual assessment plus any late charges, and accrued interest plus the amount of daily interest charged on the unpaid amount. It shall also inform the Member that the account can be at the discretion of the Association, referred to an attorney.

7. Liens. If payment in full of any Assessment or other charge is not received within three months after it became due, the Association may cause to be filed a notice of lien against the Lot and improvements if any there are, of the delinquent Member. The lien shall include fees, charges, late charges, attorney fees, fines and interest owed by the delinquent Member. The lien must attach to the lot that is delinquent in the case of Members that own more than one lot.

8. Referral of Delinquent Accounts to Attorneys. If payment in full is not received within three months after its due date, the Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.

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After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. After any account is referred to an attorney the minimum amount of fees payable once a letter is sent by the attorney is \$250.00. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Directors, the attorney shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent Member's property.

9. Referral of Delinquent Accounts to Collection Agencies. After any annual assessment is more than three months past due, the Association may, but shall not be required to assign delinquent accounts to one or more collection agencies for collection.

10. Waivers. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis. The Association may grant a waiver of any provision herein upon petition in writing by a Member showing a personal hardship. Such relief granted a Member shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, subject to the applicable statutes, or to otherwise modify the procedures contained herein as the Association may determine appropriate under the circumstances.

11. Delinquencies Constitute Covenant Violations. Any delinquency in the payment of Assessments shall constitute a violation of the covenants contained in the Second Amended Declaration Of Protective Covenants, and without notice and an opportunity to be heard being required, the Association shall be entitled to impose sanctions on the delinquent Member consistent with the Association's Notice and Hearing and Enforcement Policy and Procedures.

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THE GRAND VIEW PARK HOMEOWNERS ASSOCIATION, INC.

**NOTICE AND HEARING AND**

**ENFORCEMENT POLICY AND PROCEDURES**

**Modified 7/30/16 to be consistent with GVP HOA Covenants (Section 6.a)**

The following procedures have been adopted by The Grand View Park Homeowners Association Inc., (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policies and procedures for the enforcement of the Association’s restrictive covenants:

1. Power. The Board of Directors shall have the power and duty to hear and make decisions regarding violations and written Complaints filed with the Board and impose fines or other sanctions, pursuant to these Policies and Procedures. The Board may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Second Amended Declaration Of Protective Covenants Grand View Park. (“Declaration”), the Association’s Articles of Incorporation, Bylaws, and rules and regulations promulgated hereunder, including but not limited to, the member’s duly adopted “House Rules” the purpose of which is to create a safe and harmonious living environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Association’s Second Amended Declaration, Articles of Incorporation, Bylaws, or rules and regulations (“Documents”), and the Association is not required to follow these enforcement provisions before seeking such other remedies. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, public nuisance designation, or animal control, as it deems appropriate.

2. Complaint. A proceeding to determine if the Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint with or by the Association’s Board. The complaint shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved.

3. Notice of Complaint and Right to Hearing. Upon receipt of a complaint, if the Board determines that the allegations in the complaint are sufficient to constitute a violation of the Documents and that action is warranted, the Association shall send a notice to the person(s) (the “Owner or Member”) alleged to have violated the Documents, by prepaid, First Class United States Certified Mail addressed to the mailing address of the Member appearing on the records of the Association. If the Notice of Complaint is being sent to someone other than the Owner of the Lot, (Member) as defined in the



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Second Amended Declaration, the a copy of the Complaint must be sent to said Owner of that Lot by prepaid First Class United States Certified Mail to the last known address of the Owner appearing on the records of the Association. Members of the family of an Owner or Member, or even guests of the Owner or Member are each expected to comply with the Documents of the Association. Any violation of the Documents by a member of the family or an Owner or their guests can be attributed to the Owner or Member of that Lot. The notice shall advise the Member and the Owner of the following: (1) the details of the Complaint, or include a copy of the Complaint; (2) the action that may be taken; (3) his or her right to be heard, either orally or in writing, by the Board or by a tribunal or committee appointed by the Board at a meeting of the Board which is at least fifteen (15) days after the date of the notice; (4) the date on which the hearing will be scheduled; and (5) the Board's right to proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances, if the Owner or Member fails to appear at the specified date and time or otherwise respond to the Complaint. **The Board may determine that the Member's failure to respond or appear at the hearing constitutes a no-contest plea to the Complaint, and enforce the provisions of the Documents and impose and enforce fines as provided herein.**

4. Hearing. Each hearing shall be held at the scheduled time, place and date, unless the Member and/or Owner have failed to respond or appear at the hearing. The Board may grant continuance(s) for good cause to either the Member or the Owner. The Board may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit the Board to reach a just decision. Neither the Complainant nor the Member, Owner or third party must be in attendance at the hearing, but all are encouraged to attend. Any party may elect not to present evidence at the hearing. Action taken by the Board shall be fair and reasonable taking into consideration all of the relevant facts and circumstances. Each hearing shall be open to attendance by all Members of the Association.

5. Decision. If the Member and/or the Owner does not appear but a written response is filed, or a legal representative attends on behalf of the Member, the Board shall render its decision based on the information contained in the Complaint and the written response, and statements of counsel considering all of the relevant facts and circumstances. If neither an appearance nor a written response is made by the Member and/or the Owner, the Board need not conduct a hearing or make any further findings except that it may determine that the Member's and/or the Owner's failure to appear or respond constitutes a waiver of the right to a hearing, and a no-contest plea to the Complaint, and the Board may impose the sanctions provided for herein or enforce the provisions of the Documents, or both. If an appearance is made, after all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its decision(s), taking into consideration all of the relevant facts and circumstances. Except as provided herein, the Board's decision shall have an effective date no sooner than five

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(5) days after the hearing. If the Board does not inform the Member and/or the Owner of its decision at the time of the hearing, or if no hearing is held, the Board will provide a written notice of the decision to the Member's and the Owner's address of record via regular U.S. Mail within five (5) days after the decision is made.

6. Enforcement, Attorney's Fees, and Fines/Sanctions. The provisions of these Policies and Procedures shall not limit, or be a condition precedent to, the Association's right to enforce the Documents by any means available to the Association, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief or damages. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding under these Policies and Procedures. Without limiting the Association's remedies under the Documents, the Association may assess fines and suspend membership privileges in accordance with these Policies and Procedures. If the violation involves damage to Association property, the violator shall pay the costs of repair or replacement. The Board may revoke or suspend the Member's privileges for a period of time equal to the duration of the violation, except that any suspension of voting rights of an Member shall not exceed 60 days following any violation by such Owner or Member after Notice to the Owner of the violation and an opportunity for the Owner to remedy the violation unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to 60 days thereafter.

(a) Fines may be levied for violations of the Documents as follows:

<u>Number of violations in a 12 month period</u>	<u>Fine Amount</u>
First violation:	\$50
Second violation:	\$100
Third violation:	\$500

A Member and/or an Owner or guest who accumulates more than 3 violations within a 12-month period will be deemed to be a habitual offender. Without limiting the Board's ability to fine or suspend membership privileges in accordance with these Policies and Procedures, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to a fine of \$100 per month, plus interest accruing according to Collection Policy, until the violation is corrected, and suspension of membership privileges as determined by the Board. Further, in the event of a determination by the Board of a willful, wanton or flagrant disregard for the provisions of the Documents, or based on the severity of the violation, the Board may impose such additional fines as are deemed reasonable by the Board without regard to the schedule set forth above.

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- (b) In the event that any Guest violates the Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, that if the fine is not paid by the violator within the time established by the Board, the Resident or Owner shall pay the fine upon notice from the Board. Fines imposed pursuant to these enforcement policies and procedures shall become an Assessment imposed against the record Owner's real estate and enforceable as provided in the Declaration.

7. Violations or Offenses that Constitute a Present Danger. If, in its sole discretion, the Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the community or an individual to cause the Association property or any Lot or Dwelling to be in danger of being declared a public nuisance in violation of state and local laws, the Board may impose any appropriate sanction as necessary to abate the threat to health, safety or welfare of the community or individual without prior compliance with Sections 1 through 6 above.

8. Miscellaneous.

- (a) Failure by the Association to enforce any provision of these Policies and Procedures shall in no event be deemed to be a waiver of the right to do so thereafter.
- (b) The provisions of these Policies and Procedures shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- (c) As used herein, the term "Board" shall include any tribunal or committee appointed by the Board consistent with the Documents or consistent with the Colorado Revised Nonprofit Corporation Act.