

ST. VRAIN RANCH PROPERTY OWNERS ASSOCIATION, INC.
NOTICE AND HEARING AND ENFORCEMENT POLICY AND PROCEDURES

The following procedures have been adopted by St. Vrain Ranch Property Owners Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-209.5, and the Bylaws of the Association, 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 accept complaints from Members of the Association, or to issue complaints to Members of the Association; to appoint an “Impartial Decision Maker” (“IDM”), as defined in CRS § 38-33.3-209.5(2)(b)(I) to hear and make decisions regarding violations and written Complaints filed with the Board, or issued by the Board; and to 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 Master Declaration of St. Vrain Ranch, the Association’s Articles of Incorporation, Bylaws, the rules and regulations promulgated there under, this Enforcement Policy and Procedures, and to create a safe and harmonious living environment. These enforcement provisions may be in addition to other specific provisions outlined in the Declarations, Articles of Incorporation, Bylaws, or Design Guidelines and 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, or animal control, as it deems appropriate.

2. Complaint. Complaints of alleged violation(s) of the Documents may be submitted to the Board by the Association’s Compliance Officer, or by any Member, and shall be submitted in writing. 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 Board 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 letter to the Member allegedly in violation, stating the nature of the alleged violation, and requesting that the violation be remedied as listed in the enforcement schedule 6 (a). If the alleged violation is not remedied and no written response has been received per the enforcement schedule, the Board shall send a Notice of the Complaint and alleged violation(s), together with a Notice of Hearing to be conducted by an Impartial Decision Maker (“IDM”), to the alleged offending Member by prepaid, first class United States

mail addressed to the mailing address of the alleged offending Member, appearing on the records of the Association. The notice shall advise the Member of the following: (1) the details of the Complaint, or include a copy of the Complaint; (2) the action that may be taken and/or fine that may be imposed; (3) his or her right to be heard, either orally or in writing, by the IDM; (4) the date and time on which the Hearing will be scheduled; and (5) the Member's right to attend the next regularly scheduled meeting of the Board of Directors in order to discuss an informal resolution of the Complaint without the necessity of proceeding with a Hearing before the IDM. If the Member fails to attend the said next regularly scheduled Board meeting, or if the Complaint cannot be informally resolved, the Complaint shall proceed to hearing before the IDM, as set forth in the Notice.

4. Alternate Dispute Resolution Hearing. Each IDM hearing shall be held at the scheduled time, place and date, to be included in the Notice to the Member. The IDM may grant continuance(s) for good cause. The IDM 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 IDM to reach a just decision. Neither the Complainant nor the Respondent must be in attendance at the hearing, but both are encouraged to attend. Any party may elect not to present evidence at the hearing. Action taken by the IDM 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. IDM Decision. If the Member does not appear but a written response is filed with the Board prior to the hearing date, the IDM shall render its decision based on the information contained in the Complaint and the written response, considering all of the relevant facts and circumstances. If neither an appearance nor a written response is made, the IDM need not conduct a hearing or make any further findings except that it may determine that the Respondent's failure to appear or respond constitutes a waiver of the right to a hearing, and a no-contest plea to the Complaint, and 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 IDM at a hearing, the IDM shall render its decision(s), taking into consideration all of the relevant facts and circumstances. Except as provided herein, the IDM's decision shall have an effective date no sooner than five (5) days after the hearing. If the IDM does not inform the Member of its decision at the time of the hearing, or if no hearing is held, the IDM will provide a written notice of the decision to the Respondent'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 mediation/arbitration, as provided for by the

Association's Policy and Procedure with respect to **Alternate Dispute Resolution**, or, if and when otherwise appropriate, by the 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 violator's privileges for a period of time equal to the duration of the violation, except that any suspension of voting rights of a Member shall not exceed 60 days following any violation by such Member 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) Enforcement Schedule.

Anything not otherwise specified by Specific Schedule listed below

- 1st fine assessed \$25.00 – 10 days to comply
- 2nd fine assessed additional \$25.00 – 5 days to comply
- Subsequent fines; an additional \$25.00 will be added every 5 days until property owner notifies Association of compliance and violation compliance has been confirmed

Specific Schedule

Vehicle Parking & Storage Schedule

- 1st fine assessed \$25.00 – will be rechecked at 72 hours. Fines will accrue daily at \$25.00/day until property owner notifies Association of compliance and violation compliance has been confirmed.

Exterior improvement Schedule

- Any exterior improvement without DRC approval section 1.1 – fine assessed \$ 500.00 monthly until property owner notifies Association of compliance and violation compliance has been confirmed
- Incomplete or nonconforming landscaping per approved DRC approval - fine assessed \$ 500.00 monthly until property owner notifies Association of compliance and violation compliance has been confirmed
- Exceed 1-year time allowance for landscaping & fencing- fine assessed \$ 500.00 monthly until property owner notifies Association of compliance and violation compliance has been confirmed

Maintenance of Landscaping Schedule

- 1st fine assessed \$25.00 – 5 days to comply
- 2nd fine assessed additional \$25.00 total \$50 – 5 days to comply
- Subsequent fines; an additional \$25.00 will be added every 5 days until property owner notifies Association of compliance and violation compliance has been confirmed.
- When landscaping is determined to be non-compliant with the approved Design Review the property will be subject to the nonconforming landscaping fine.

Construction Schedule

- 1st fine assessed \$10,000 for non-completion of construction within a timely manner
- Construction work being performed prior to 7am or after 7 pm - \$500 per occurrence

(b) Habitual Offender. Member who accumulates more than (Four) 4 general violations within a 12-month period may be deemed by the Board 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 an additional, continuing fine of \$200 per violation until the violations are corrected, and suspension of membership privileges as determined by the Board.

(c) Member Guest. In the event that any guest of a Member violates the Documents and a fine is imposed, the foregoing procedures and fine schedules shall apply to the Member.

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, 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 “IDM” shall include any individual, tribunal or committee appointed by the Board consistent with the Documents or consistent with the Colorado Common Ownership Interest Act.

St. Vrain Ranch Property Owners Association, Inc.

By: _____
President

Attest

Secretary

This Notice and Hearing and Enforcement Policy and Procedures was adopted by the Board of Directors on the ___ day of _____, 2016, effective the ___ day of _____, 2016, and is attested to by the Secretary of St. Vrain Ranch Property Owners Association, Inc.

Secretary