

PEAK EIGHT VILLAGE CONDOMINIUMS
Formerly known as GOLD CAMP CONDOMINIUMS

NOTICE, HEARING AND ENFORCEMENT POLICY AND PROCEDURES

Adopted Sept. 23, 2014

The following procedures have been adopted by the Peak Eight Village Condominiums, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5, at a special meeting of the Board of Directors.

It is understood that the Association may enforce the Association's Documents against the Members and the Members are liable and responsible for all violations by themselves, their family, guests, tenants and invitees. It is recommended that Members use a lease that contains a provision that their tenant will comply with the Association Documents as a covenant of the lease, and a violation thereof is a breach of the lease.

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 and Documents:

1. **Power.** The Board of Directors shall have the power and duty to hear and make decisions regarding violations of the Association's Documents after a written Complaint is filed with the Board at the Association's office; 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 such action as it may deem necessary and appropriate to assure compliance with the Declaration Of Covenants, Conditions, Restrictions and Easements For Peak Eight Village Condominiums, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations promulgated there under (collectively referred to as the Documents), in order to create a safe and harmonious living environment.

This Enforcement Policy may be in addition to other specific provisions outlined in the Documents. The Association shall follow this Enforcement Policy before seeking such other remedies. This Enforcement Policy shall not apply to the collection of delinquent amounts owed to the Association, which shall be governed by the Collection Policy. In addition, the procedures in this Enforcement Policy shall be used before proceeding to any alternative dispute resolution procedures. 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. **Notice of Violation From Association.** If a violation of the Association's governing documents occurs, the Board of Directors or the Association's Designee shall give a written warning to the Member(s) and the occupant(s) of the Unit. If the violation continues or occurs again, following a written warning, the Board shall send a written Notice of Violation to the Member (the "Respondent"), as well as to the Member's family member, tenant, guest, licensee or invitee who is occupying the Unit or who caused the violation. The Notice of Violation 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, and shall be sent by prepaid, first class United States mail addressed to the mailing address of the Respondent appearing on the records of the Association or personally delivered to any other occupant. The notice shall advise the Respondent of the following: (1) the specifics of the violation; (2) the action that may be taken by the Board; (3) the Respondent's right to respond in writing within ten (10) calendar days after the date of the Notice of Violation; (4) that Respondent may request a hearing before the Board; and (5) if the Respondent fails to respond in writing to the Notice of Violation, the Respondent waives its right to a hearing and the Board shall proceed to make its final determination of the allegations contained in the Notice of Violation based on all relevant facts and circumstances. If a fine is to be imposed, the fine shall be imposed as of the date of the Notice of Violation. If the Respondent does not respond in writing, the Board may make a final determination based upon all relevant facts and circumstances known to it; provided, however, if the Board determines additional information is needed, the Board may proceed to hold a hearing pursuant to Sections 3 and 4.

3. **Right to Hearing on Notice of Violation.** Upon receipt of a request for a hearing from a Respondent or if the Board determines a hearing is necessary, the Board shall send a notice of hearing to the Respondent, by prepaid, first class United States mail addressed to the mailing address of the Respondent appearing on the records of the Association. The notice of hearing shall advise the Respondent of the following: (1) the specifics of the violation; (2) the action that may be taken; (3) the date on which the hearing will be scheduled; and (4) if the Respondent fails to appear at the specified date and time, the Board's right to proceed with or without the hearing, at its discretion, and to make its determination of the allegations contained in the Notice of Violation based on all relevant facts and circumstances. The Board may determine that the Respondent's failure to appear at the hearing constitutes a no-contest plea to the Notice of Violation, and enforce the provisions of the Documents as determined by the Board.
4. **Hearing on Notice of Violation.** The hearing shall be held at the scheduled time, place and date, unless the Respondent has failed to appear at the hearing. The Board may grant continuance(s) for good cause. 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. Any party may elect not to present evidence at the hearing. The action taken by the Board shall be fair and reasonable taking into consideration all of the relevant facts and circumstances.
5. **Decision on Notice of Violation.** The Board shall render its decision based on the information contained in the Notice of Violation, the written response and any other evidence presented at the hearing, considering all of the relevant facts and circumstances. After all testimony and other evidence has been presented to the Board at the hearing, the Board shall make findings of fact and render its decision as to sanctions and enforcement, taking into consideration all of the relevant facts and circumstances. Unless specified otherwise in its decision, the Board's decision shall be final and effective immediately. If the Board does not inform the Respondent of its decision at the time of the hearing, or if no hearing is held, the Board will provide a written decision to the Respondent's address of record via regular U.S. mail within ten (10) days after the hearing. The Board's decision shall be final and binding.
6. **Enforcement, Attorney's Fees, and Fines/Sanctions.** The Association shall have all of the enforcement rights set forth in the Documents and as allowed by law, including but not limited to damages and injunction. 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 this Enforcement Policy. Without limiting the Association’s remedies under the Documents, the Association may assess fines and suspend membership privileges (as provided in the Documents) in accordance with this Enforcement Policy. If the violation involves damage to Association property or the property of another Member, the violator shall pay the costs of repair or replacement. The Board may suspend the violator’s voting privileges for a period of time not to exceed one year 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 180 days thereafter.

a. Fines may be levied for violations of the Documents, the minimum fine schedule is as follows:

Number of Violations in a 12 month period	Fine Amount
First Violation	Written warning
Second Violation	\$50
Third Violation	\$100
Fourth Violation, and thereafter	\$300

If any violation results in the Association incurring expenses, such as towing charges, the expenses shall be added to the amount of the fine. The Board reserves the right to adjust fines or add additional fines based upon the nature of the violation and the actions of the Member. Fines will continue to accrue during the pendency of the Notice, Hearing and Enforcement process. If a violation is of a serious or continuous nature, the Board may impose a daily fine of \$100 per day.

A Member who accumulates more than 4 violations within a 12 month period shall be deemed to be an habitual offender. Without limiting the Board’s ability to fine or suspend membership privileges (as allowed by the Documents) in accordance with this Enforcement Policy, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to a fine of \$500 per month until the violation is corrected, and suspension of membership privileges (as allowed by the Documents) 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.

b. The Member shall have the obligation to pay fines imposed for their actions and actions of their tenants, family members, and guests. Fines imposed pursuant to these enforcement policies and procedures shall become an “assessment” imposed against the Member and the Member’s Unit and enforceable as provided in the Documents.

7. **Violations by Tenants, Guests or Parties other than The Member.** In the event a violation is caused by the tenant, guest, family member, licensee or invitee of a Member, the Member shall be responsible and liable for the actions of these parties, including, but not limited to any legal fees incurred by the Association resulting from the actions of the Association against these parties or from the actions of these parties against the Association.

8. **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 or remedy 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. Provided, however, the Board shall commence the Complaint process as soon as reasonably practical thereafter.

9. **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 this Enforcement Policy 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.

Peak Eight Village Condominiums, Inc.

By: Patricia Spear
President

Attest

Maileene Wiles
Secretary