

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 Pier Point Village 2 Homeowners Association, Inc. ("the Association") pursuant to Colorado law at a regular meeting of the Board.

AUTHORITY: The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pier Point Village 2 recorded on December 20, 2010 at Reception #D0131702 ("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: August 8, 2022

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 or resident within the community, a group of Owners or residents, the Association's management company, if any, or by Board member(s) or committee member(s) by submission of a written complaint.
2. Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information.
3. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

4. Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if the Director or Manager observed such violation.
5. Copies of written complaints by Owners or residents shall be provided to the alleged violator if requested at any hearing conducted pursuant to these Rules.
6. 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.

Violation Notices

A. Violations That Threaten Public Safety or Health

1. For any violation of the Declaration, Bylaws or other governing documents of the Association that the Association reasonably believes threatens the public safety or health, the Association shall provide the Unit Owner written notice—in English or any other language that the Unit Owner has designated for correspondence—via personal delivery, posting on the Property, or First Class Mail only, stating what the violation is and that the Unit Owner has seventy-two (72) hours to cure the violation or the Association may fine the Unit Owner.
2. If, seventy-two (72) hours after receiving notice, the Association inspects and determines the violation still exists, the Association will impose fines on the Unit Owner every other day in the amount of \$50.00 and may take legal action against the Unit Owner for the violation.
3. Once the Unit Owner cures a violation, the Association shall notify the Unit Owner—in English or any other language that the Unit Owner has designated for correspondence—in writing sent via First Class Mail, email or text only:
 - a. That the Unit Owner will not be further fined with regard to the violation; and
 - b. Of any outstanding fine balance that the Unit Owner still owes the Association.

B. All Other Violations

1. The Association shall provide the Unit Owner and any Designated Contact—in English or any other language that the Unit Owner has designated for correspondence—written notice of the alleged violation by Certified Mail, Return Receipt Requested. This notice must contain the following information:
 - a. a description of the alleged violation(s);
 - b. the action required to cure the alleged violation;
 - c. that the owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing received by the Association within ten (10) days of the date on the Notice of Violation;
 - d. that the Unit Owner has thirty (30) days to cure the violation or the Association, after conducting an inspection and determining the violation was not cured, may fine the Unit Owner.
2. If after the first thirty (30) day cure period, the Association inspects and determines that the violation continues to exist, the Unit Owner shall be granted an additional thirty (30) day cure period before the Association may take legal action against the Unit Owner.
3. If the Unit Owner cures the violation within the period to cure afforded the Unit Owner (either 30 or 60 days), the Owner may notify the Association of the cure and, if the Unit Owners sends with the notice visual evidence that the violation has been cured, then the violation is deemed cured on the date that the Unit Owner sends the notice. If the Unit Owner fails to send such visual evidence, then the Association shall inspect as soon as practicable to determine whether or not the violation has been cured.
4. If the Association does not receive notice from the Unit Owner claiming that the violation was cured, then the Association shall inspect the Unit within seven (7) days after the expiration of the thirty (30) day cure period to determine whether or not the violation has been cured.
5. Once the Unit Owner cures a violation, the Association shall notify the Unit Owner—in English or any other language that the Unit Owner has designated for correspondence—in writing sent via First Class Mail, email or text only:
 - a. That the Unit Owner will not be further fined with regard to the violation; and

- b. Of any outstanding fine balance that the Unit Owner still owes the Association.
6. Enforcement concerning violation of Rules and Regulations regarding vehicles may include towing as set forth in the Rules. All damages and costs associated with towing and retrieval of vehicles are the Owner, tenant or visitor's responsibility and not the Association.

Notice of Hearing

If a hearing is requested by the owner, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, must serve a written Notice of the Hearing to all parties involved at least ten (10) days prior to the hearing date by first class mail to the address on file with the Association.

Hearing

1. The hearing must take place in an Executive Session of the Board.
2. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing.
3. 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.
4. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances.
5. The Complainant is not required to be in attendance at the hearing.
6. 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.
7. All hearings shall be open to attendance by all Owners.
8. After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, not to exceed five (5) days, render its written findings and decision, and impose a fine, suspend the owner's voting rights and/or impose other penalties permitted by the Declaration, Bylaws, rules or Colorado law. A decision shall be by a majority of the Board members present at the hearing.

9. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

10. The Unit Owner subject to the hearing may request and receive the results of any vote taken at the relevant meeting.

Failure to Timely Request Hearing

1. If the owner fails to request a hearing within ten (10) days of any letter, or fails to appear at any hearing, the Board may make a decision with respect to the alleged violation based on available information without the necessity of holding a formal hearing.
2. If a violation is found to exist, the Board may impose a fine, suspend the owner's voting rights and/or impose other penalties permitted by the Declaration, Bylaws, rules or Colorado law.

Notice of Decision

The Board, committee or other person, shall issue a written Notice of Decision and mail it, by first class mail to the address on file with the Association, to the owner within a reasonable time following the hearing, or if no hearing is requested, within a reasonable time after a final decision is reached by the Board.

Fine Schedule

1. The following fine schedule has been adopted for all covenant violations:
 - First violation \$100.00
 - Second and subsequent violations of same covenant or rule, occurring within 6 months: \$200.00
 - Continuous violations: \$50.00 every other day.
2. Total fines imposed by the Association may not exceed \$500.00 per violation.

Continuous Violations

1. Continuous violations are defined as violations of an Owner's obligations that are uninterrupted by time. Each day of noncompliance constitutes a separate violation. For example: the failure to remove an unapproved exterior Improvement.

2. If an Owner is determined to have a continuous violation, in accordance with the terms of this Policy, such Owner may be subject to a fine of up to \$50.00 every other day, per covenant, if not corrected, following a notice and opportunity for a hearing and expiration of the cure periods as set forth above.

Fines as Assessments

Fines 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 pursuant to the Bylaws.
 4. All violations of City codes, ordinances, statutes, or violations of state or federal law, should be reported to the police or the City.

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 President of the Board of Directors of Pier Point Village 2 Homeowners 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 9-28, 2022 and in witness thereof, the undersigned has subscribed his/her name.

**PIER POINT VILLAGE 2 HOMEOWNERS
ASSOCIATION, INC.,**
a Colorado non-profit corporation

By: Cynthia Hayes
Its: