

RIVERSIDE PLACE OWNERS' ASSOCIATION, INC.

NOTICE AND HEARING AND ENFORCEMENT POLICY AND PROCEDURES

Adopted 8/6, 2011

The following procedures have been adopted by the Riverside Place Owners' Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5, at a special meeting of the Board of Managers.

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 Managers 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; 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, and Restrictions for Riverside Place, and any amendments thereto, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations promulgated thereunder (collectively referred to as 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. 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 in the event of an emergency.

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 Member(s) (the "Respondent") alleged to have violated the Documents, by prepaid, first class United States mail addressed to the mailing address of the Respondent appearing on the records of the Association. The notice shall advise the Respondent of the following: (1) a copy of the Complaint; (2) the action that may be taken; (3) the Respondent's right to be heard, either orally or in writing, by the Board at the next meeting of the Board which is at least fifteen days after the date of the notice; (4) the date on which the hearing will be scheduled; and (5) if the Respondent fails to appear at the specified date and time or otherwise respond to the Complaint, 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. The Board may determine that the Respondent's failure to respond or appear at the hearing constitutes a no-contest plea to the Complaint, and enforce the provisions of the Documents.

4. **Hearing.** The hearing shall be held at the scheduled time, place and date, unless the Respondent has failed to respond or 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. 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. The action taken by the Board shall be fair and reasonable taking into consideration all of the relevant facts and circumstances. The hearing shall be open to attendance by all Members of the Association.
5. **Decision.** If the Respondent does not appear but a written response is filed, the Board 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 Board need not conduct a hearing or take any further evidence except that it may determine that the Respondent's failure to appear or respond constitutes a no-contest plea to the Complaint, and impose the sanctions provided herein or enforce the provisions of the Documents, or both. If an appearance or written response is made, then after all testimony and other evidence has been presented to the Board at a 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. Except as provided herein, the Board's decision shall have an effective date no sooner than five (5) days after the hearing. 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 five (5) days after the hearing.
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 90 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 90 days thereafter.
 - a. The Board may levy a fine of up to \$50.00 per day for as long as the violation continues. Said fine is in addition to any other action the Board is authorized to take by law or under the Documents.
 - 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 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.

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 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.

Riverside Place Owners' Association, Inc.

By: Randy Glover
Randy Glover, President

Attest

Norman Stoller
Norman Stoller, Secretary

This Notice and Hearing and Enforcement Policy and Procedures was adopted by the Board of Managers at a special meeting held on the 6 day of AUGUST, 2011, for that purpose; and is effective the 6 day of AUGUST, 2011, and is attested to by the Secretary of the Riverside Place Owners' Association, Inc.

Norman Stoller
Norman Stoller, Secretary