

**THE NINETEENTH FAIRWAY TOWNHOUSE CONDOMINIUM ASSOCIATION
POLICY REGARDING
COVENANT AND RULE ENFORCEMENT**

Effective Date: August, 2023

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors adopts a policy and procedure for covenant and rule enforcement.

The Association hereby adopts the following policy and procedure for covenant and rule enforcement:

1. Scope. Adoption of a policy regarding the enforcement of covenants and rules, and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.
2. Purposes. To adopt a uniform procedure to be followed when enforcing covenants rules to facilitate the efficient operation of the Association, to preserve the Associations ability to enforce the architectural standards and use restrictions and rules.
3. Authority. The Declaration, Articles of the Association, Bylaws and Colorado law.
4. Resolution. The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

(a) Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or eligible resident within the community, a group of Owners or eligible residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint. To be eligible, a resident must be a tenant under lease with an Owner and have accepted all requirements and obligations of the governing documents of the Association.

(b) Complaints. (a) Complaints by Owners or eligible residents shall be in writing (email being acceptable) and submitted to the Board of Directors via the Management Company. The complaining Owner, eligible resident or Management Company 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. 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. (b) 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 such violation was observed by the Director or manager.

(c) Investigation. 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.

(d) Initial Letter. If a violation of the declaration, bylaws, covenants, or other governing documents of an association is found to exist, and the association reasonably determines threatens the public safety or health, the Association shall provide the Owner, a warning letter ("First Notice") shall be sent to the Violator, in English and in any language that the Owner has indicated a preference for correspondence and notices, of the violation informing the Owner that he/she/it has seventy-two hours to cure the violation or the Association may fine the unit owner. If, after an inspection of the unit, the Association determines that the Owner has not cured the violation within seventy-two hours after receiving the notice, the Association may impose fines on the Owner every other day and may take legal action against the Owner for the violation; except that the Association shall not pursue foreclosure against the Owner unit based on fines owed for such violation(s).

(e) If the Association reasonably determines that an Owner committed a violation of the declaration, bylaws, covenants, or other governing documents of the association, other than a violation that threatens the public safety or health, the association shall, through certified mail, return receipt requested, provide the Owner written notice, in English and in any language that the Owner has indicated a preference for correspondence and notices, of the violation informing the Owner that he/she/it has thirty days to cure the violation or the Association, after conducting an inspection and determining that the Owner has not cured the violation, may fine the Owner; however, the total amount of fines imposed for the violation may not exceed five hundred dollars.

(i) The Owner will get notice regarding the nature of the alleged violation, the action or actions required to cure the alleged violation, the timeline to cure (72 hours), specifying fines may be levied every other day, the fair and impartial fact-finding process; and that legal action against the Owner may be taken for the violation(s).

(ii) The fact-finding process means a person or group who has the authority to decide if the declaration, bylaws, covenants, or other governing documents of an association have been violated and who are impartial (no direct personal, financial interest or benefit beyond general membership in the Association, in the outcome of the decision).

The Association shall grant an Owner two consecutive thirty-day periods to cure such a violation before the Association may take legal action against the Owner for the violation, which shall not include foreclosure against the Owner's unit based on fines owed for such violation.

(f) If the Owner cures the violation within the period to cure afforded the Owner, the Owner may notify the association of the cure and, if the Owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on

the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the association shall inspect the unit as soon as practicable to determine if the violation has been cured.

(g) Notice of Hearing. If a hearing is timely requested in writing by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least ten days prior to the hearing date. If the alleged Violator fails to request a hearing in writing, or fails to appear at the hearing, the Board may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing.

(h) Hearing. 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. 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. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator is required to be in attendance at the hearing. 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. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Board shall, within reasonable time, not to exceed three days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the Board members present at the hearing. 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. The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within five days of the hearing, or if no hearing is requested, within three days of the final decision.

(i) Fine Schedule. The Board will establish a fine schedule for covenant violations.

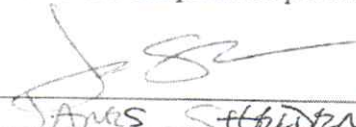
5. Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

6. Other Enforcement Means. 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. The use of this process does not preclude the Association from using any other enforcement means.

7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the meaning herein.
8. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the project.
9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
10. Amendment. This policy may be amended from time to time by the Board of Directors.

IN WITNESS WHEREOF, the undersigned certify that this policy and procedure for covenant and rule enforcement was adopted by resolution of the Board of Directors of the Association on this 24th day of AUGUST, 2023.

THE NINETEENTH FAIRWAY TOWNHOUSE
CONDOMINIUMS ASSOCIATION
a Colorado nonprofit corporation,

By: 
Its: President

NINETEENTH FAIRWAY FINE SCHEDULE

Initial Warning:	No fine
2 nd Notice	\$50*
3 rd Notice	\$100*
4 th and Ongoing	\$250*

*In addition to the fine, any fees charged by management or other collection organizations, certified mailing costs or other direct costs to the association shall be charged to the homeowners account.