

Park River West Condominium Association, Inc.
Policy for Enforcement of Declarations, Covenants and Rules,
including Notice and Hearing Procedures and the Schedule of Fines
Adopted 21 January 2018, as amended 16 November 2020, as amended August 21, 2022

The following policies and procedures ("Policy") governing Enforcement of Declarations, Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. 38-33.3-209.5 at a meeting of the Board of Directors.

1. GENERAL

A. Constitutions Superior To All. Subject to constitutional protections afforded the Association and constitutional limitations imposed upon the State of Colorado and its political subdivisions, the provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act ("CCIOA"), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended

The Association claims protection under the Contract Clause of the United States Constitution (Article I, Section 10) and the Contract Clause of the Constitution of the State of Colorado (Article II, Section 11). By adherence to any statutory provision the Association shall not be deemed to have waived constitutional protections or to have acquiesced in the application of law when applying and enforcing the terms of its Declaration and Bylaws when they conflict with such law and the law would be effective after the date of adoption of the Declaration.

This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Fairness. This Policy is adopted to ensure a fair and impartial fact-finding process concerning whether the alleged violation actually occurred and whether the Unit Owner should be held responsible for the violation. This process may be informal but shall, at a minimum, guarantee the Unit Owner notice and an opportunity to be heard before an impartial decision maker.

C. Impartiality. The Board acting as a whole shall be the statutory "impartial decision maker" with the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including its architectural requirements, and the other rules and regulations of the Association. The mere ownership interest of a Director in a Unit shall not constitute a direct personal or financial interest in

the outcome. A Director shall not be deemed to have a direct personal or financial interest in the outcome if the Director will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. A Director with a greater benefit or detriment is obligated to disclose the impediment to the Board before any hearing, deliberation, or decision; and, the Director shall recuse his/herself forthwith from such proceedings.

D. Governing Instruments. The provisions of Declaration Sec. 13 and Bylaws Article II Section 9 give the authority to the Board to enforce all covenants, declarations, Bylaws and rules of the Association. Declaration Sec 13 authorizes the Association to collect damages, costs, and attorney fees incurred by the Association for violations of the Declarations, Covenants, Bylaws and Rules. Declaration Sec. 25 provides rules for notice to an Owner by the Board, and notice to the Board by an owner, as well the time for hearing and decision. The Section 25B hearing is called Mediation. Declaration Section 26 compels the Association and Unit Owners to employ Arbitration after the Section 25B Mediation in disputes between the Association and a Unit Owner. Section 27 sets out the schedule of fines and the procedure giving advance notice of intent to levy the fine and an opportunity to show cause and be heard prior to Board action. Interpretation and application of the foregoing provisions is reserved to the Board as a Policy of the Association and under the general rulemaking authority vested in the Board under Declaration Section 13 and Colorado Revised Nonprofit Corporation Act.

E. Vicarious Responsibility. All Unit Owners are liable and responsible for all acts of themselves, their officers, agents, family, guests, tenants and invitees. All violations of officers, agents, family, guests, tenants and invitees (hereinafter called vicarious person) are imputed to the Unit Owner; and, no defense of third-party responsibility shall be entertained in such instances.

F. Calculation of Violations. Each component or part of a Declaration or Rule is a separate rule, and the violation of which is a separate violation. Each occurrence of a violation is a separate violation. Violations occur as follows:

1. Non-Safety Violations Capable of Cure are deemed to be a separate occurrence if not cured within 30 days, and after two additional days a separate occurrence. A fine of no more than \$500 shall be imposed for any separate occurrence.
2. Safety and Health Violations Capable of Cure are deemed to be a separate occurrence if not cured within 72 hours, and every other day thereafter until the violation shall cease.
3. Safety and Health Violations Incapable of Cure are deemed to be a separate occurrence for each violation without regard to the days. For example, an owner cannot park in a fire lane and when required to cease move to another fire lane location without incurring a fine for both violations because each violation is complete and incurable when committed.

G. Per Se Violations of Public Health and Safety. The following are deemed to be public health and safety violations: