

RESOLUTION  
OF THE RINN VALLEY RANCH HOMEOWNERS ASSOCIATION  
REGARDING POLICY AND PROCEDURE FOR THE ENFORCEMENT OF COVENANTS  
AND RULES, INCLUDING NOTICE AND HEARING PROCEDURES

EFFECTIVE DATE: \_\_\_\_\_ April 21 \_\_\_\_\_, 2015.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado Law, including but not limited to C.R.S. §38-33.3-209.5.

WHEREAS the Board is charged with the responsibility of and deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for the enforcement of the Declaration, the Bylaws, the Articles and the Rules and Regulations of the Association, including notice and hearing procedures;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Rinn Valley Ranch Homeowner's Association adopts the following policy and procedure, effective as of the date stated above.

1. Complaint. Alleged covenant or rules violations may be reported by any member of the Board of Directors, the Design Review Committee, the Enforcement Committee or the Association's management company. Alleged violations may also be reported by any Owner or resident within the community.
  - a. Complaints by Owners or Residents. Complaints by Owners or residents shall be made in writing and transmitted to the Board through regular mail or e-mail. Complaints shall include a detailed description of the specific violation, including but not limited to, the nature of the violation, the rule, regulation or other governing provision alleged to have been violated, the date and time of the alleged violation, and any other pertinent information; the name and/ or address of the person and/ or Lot alleged to have committed the violation; and, the name, address and telephone number of the person(s) filing the complaint. If a complaint fails to include any of the required or other necessary information, the Board may, in its sole discretion, return the complaint to the complaining party for more information or elect not to investigate or otherwise take enforcement action. Anonymous complaints will not be accepted.
  - b. Complaints by a Member of the Board, a Committee member or the Association's Management Company. Complaints by a member of the Board, a committee member, or the Association's management company, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the member or manager.

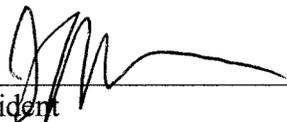
2. Investigation. Upon receipt of a complaint, the Board, in its sole discretion, shall determine whether or not additional investigation is needed into the alleged complaint. If additional investigation is needed, the complaint may be investigated by the Board or by any committee or individual designated by the Board to investigate the complaint.
3. Notice of Alleged Violation. If a violation is found, a Notice of Alleged Violation shall be provided in writing to the applicable Owner. The Board may also, but shall not be obligated, to provide a copy of such notice to any non-Owner violator. The notice shall indicate the nature of the alleged violation, the date and time of the alleged violation, the covenant, rule, regulation or other governing provision alleged to have been violated, and, if applicable, the steps the Owner must take to correct the violation and bring the Lot into compliance. The notice shall indicate the period of time that the Owner shall have to correct the violation, without a fine, the amount of the applicable fine, and the right of the Owner to request a hearing before the Board. Except in situations, in the sole discretion of the Board, requiring immediate action, the period of time allowed for correction shall be not less than 30 days. In the event of construction, landscape modification or other action which has begun without prior written authorization of the Design Review committee as required by the Association documents, the Board may demand that the Owner immediately halt the construction or other work on the Property pending the Owner's receipt of the required authorization.
4. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation, the amount of the applicable fine or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within 14 days from the date of the Notice of Alleged Violation. The Request for Hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. If the Owner fails to Request a Hearing within 14 days as specified herein, the Owner's right to a hearing shall be deemed forever waived.
5. Notice of Hearing. If a Request for Hearing is timely made, the Board shall schedule the matter for hearing. At least 14 days prior to the date of the scheduled hearing, the Board shall inform the Owner and the complaining party of the scheduled date, time and location of the requested hearing in person or by registered or certified mail, postage prepaid, return receipt requested, addressed in the name of the Owner at the Owner's registered mailing address, and by regular U.S. Mail, to any other address as may be designated by the Owner in the Owner's Request for Hearing. If the Owner requests that notice of the hearing be provided to the Owner at an address other than the Owner's registered mailing address, and the Board fails to provide such notice to both addresses, notice to the Owner at the Owner's registered mailing address as provided herein shall be deemed to have complied with the requirements of this paragraph. It is the Owner's responsibility to keep the Owner's registered mailing address up to date with the Association. Notice to the complaining party shall be by regular U.S. mail to the complaining party's registered mailing address and/ or the mailing address provided by the complaining party in the complaining party's complaint.

6. Board of Directors to Conduct Hearing. The Board or other Impartial Decision Maker shall hear and decide cases set for hearing. The Board or other Impartial Decision Maker may appoint an officer or other Owner to act as the Presiding Officer at the 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. The complaining party and the Owner shall have the right, but not the obligation, to attend the hearing. Each party may present evidence, testimony and witnesses and if either party is unable to attend, they may submit a written statement for consideration. If a written statement is submitted, it shall be read out loud by the Presiding Officer or otherwise made available for viewing by the other party. The Board or other Impartial Decision Maker shall base its decision solely on the matters set forth in the complaint, the Owner's Request for Hearing, the results of the investigation, if any, and such other credible evidence, including written statements, as may be presented at the hearing. Unless otherwise determined by the Board or other Impartial Decision Maker all hearings shall be open to attendance by all members of the Association.
7. Impartial Decision Maker. Impartial Decision Maker means a person or group of persons who have 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 and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome receive any greater benefit or detriment than will the general membership of the Association.
8. Continuances. The Board or other Impartial Decision Maker may continue the hearing for any reason upon a showing of good cause.
9. Decision and Notice of Fine. After all testimony and other evidence has been presented at hearing, the Board or other Impartial Decision Maker shall, within a reasonable time, not to exceed 60 days, render a written decision and if applicable a notice of fine. Fines shall be assessed in accordance with the applicable Schedule of Fines. A copy of the written Decision and Notice of Fine shall be provided to the Owner in person or by registered or certified mail, postage prepaid, return receipt requested, addressed in the name of the Owner at the Owner's registered mailing address and to the complaining party at the complaining party's registered mailing address by regular U.S. mail.
10. Failure to Timely Request a Hearing. If the Owner fails to request a hearing as provided herein, the Board or other Impartial Decision Maker may make a decision with respect to the alleged violation based on the complaint, the results of the investigation, if any, and any other available information without the necessity of holding a formal hearing and render a written decision, and, if applicable, issue a notice of fine following the corrective period (see Paragraph 3), if any.

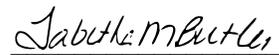
11. Schedule of Fines. Fines shall be assessed in accordance with the Schedule of Fines as may be separately adopted by the Board from time to time. Said Schedule of Fines shall be incorporated here as if set forth in full herein.
12. Cost of Enforcement. Except as prohibited by law, the Board may impose charges in addition to fines to cover all expenditures of the Association incurred during the enforcement process including, but not limited, to office supplies, attorney's fees and costs, postage or any other Cost of Enforcement incurred by the Association.
13. Due Date of Fines. All fines shall be due and payable within 30 days of notice to the Owner or as may otherwise be specified by the Board in the Notice of Fine.
14. Waiver of Fines. The Board may waive all or any portion of any fine if, in its sole discretion, the Board deems such waiver appropriate or advisable under the circumstances. The Board may condition a waiver of fines on the Owner coming into and remaining in compliance with all rules and regulations of the Association.
15. Deviation. The Board may deviate from the procedures set forth herein, if, in its sole discretion, such deviation is reasonable under the circumstances.
16. Failure to Enforce. Failure of the Association to enforce the Declaration, Bylaws, rules and regulations of the Association or other governing documents or provision shall not be deemed a waiver of the right to do so.
17. Other Enforcement Methods/ Legal Action. This policy and procedure is adopted in addition to all other enforcement method which are available to the Association through the Declaration, Bylaws, Articles and Colorado law, and adoption of this policy and procedure shall not preclude the Association from using any other enforcement method available to it. In the event of any emergency or other situation warranting immediate action, the Association and/ or the Association's attorney may take any and all steps necessary and/ or advisable to protect the Association's interests, without regard to the enforcement process, policy or procedure set forth herein. The Association may pursue legal action against the Owner to enforce the provisions of the Declaration, Bylaws, rules and regulations of the Association or other governing documents or provision without first levying a fine.
18. Reservation of Rights. Nothing in this policy shall require the Association to take specific actions, except that every Owner shall be entitled to notice and opportunity to be heard before an impartial decision maker prior to the imposition of fines. Except as prohibited by law, the Association has and reserves the right to evaluate each violation on a case by case basis and to deviate from or modify the procedures set forth herein as may be necessary or advisable under individual circumstances. Accept as required by statute, failure of the Association to comply with any provision herein provided shall not be deemed a defense to any enforcement or other legal action by the Association.

19. Definitions. Capitalized and defined terms in the Declaration of Covenants, Conditions and Restrictions of Rinn Valley Ranch when used herein shall have the same meaning as in the Declaration.
20. Conflict. In the event that there is a conflict between the provisions in this policy and procedure and Colorado statute or law, the provisions of the statute or the law shall apply and this policy and procedure shall be deemed to be amended as necessary to comply with the provisions of any applicable statute or law and any late charges, interest, fines, etc. provided for herein shall automatically be reduced as required by applicable law. Notwithstanding the foregoing provisions of this Paragraph 20, and unless otherwise prohibited by law, payment of any amount claimed due pursuant to the Declaration, the Bylaws, the Articles and the Rules and Regulations of the Association, or this policy and procedure shall be deemed a waiver of any defense that the Owner may have had in regard to the payment thereof including any claim for reduction which may have otherwise been available.
21. Superseding Previous Policies. This policy shall replace and supersede any previous Rule or Regulation of the Association addressing the enforcement of covenants, including hearing procedures.
22. Amendment. The policy may be amended from time to time by the Board of Directors.

THE RINN VALLEY RANCH HOMEOWNERS  
ASSOCIATION INC.

By:   
\_\_\_\_\_  
President

ATTEST: The foregoing is hereby certified to be the Policy and Procedure for Enforcement of Covenants and Rules, adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on \_\_\_\_\_ April \_\_\_\_\_, 21, 2015.

  
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Secretary