

**Madison Park's
Enforcement Policies
and Penalties**

Effective July 14, 1998

RESOLUTION

THE MADISON PARK HOMEOWNERS ASSOCIATION, INC.

ENFORCEMENT POLICIES AND PENALTIES

WHEREAS, the Board of Directors ("Board") of the Madison Park Homeowners Association, Inc. ("Association") is authorized to adopt policies and penalties for enforcing the Association's documents; such authority is found in the C.R.S. §§ 38-33.3-302(1)(a); 38-33.3-117; 38-33.3-302(1)(k) to (1)(m); the Declaration of the Madison Park Homeowners Association ("Declaration"), recorded in the County of Arapahoe Clerk and Recorder's Office at Reception No. 9000085123, Block 6029, Page 0442-0457, Dated 10-19-90, (Article IV, Section 4.11); Articles of Incorporation (Article VI (a), (f), (h), (k)); and the Bylaws for the Madison Park Homeowners Association, Inc. (Section 2.1).

WHEREAS, the Board desires to preserve property values and promote a high quality of life; and

THEREFORE, BE IT RESOLVED that the Association will enforce the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations in accordance with the following procedures:

I. DUE PROCESS

- A. In order to begin the enforcement process, an owner, resident or committee member must state in writing to the Board any violation about which he or she wishes to complain.
- B. The Board may seek immediate legal and equitable remedies where there is present danger to the health, safety and welfare of the Association and/or its members. The Board, pursuant to the Declaration, may also seek injunctive relief or damages in a court of law, and may use any self-help remedies authorized by the Association's documents.

II. NOTICE

- A. If the Board concludes the complaint does have validity, it will send a letter to the alleged violator to put them on notice of the alleged violation.
- B. If appropriate, notices shall contain a description of the alleged violation, including the date and approximate time it occurred, except in those cases justifying immediate action by the Board:
 1. a reasonable time period during which the alleged violation may be abated without further sanction;
 2. a provision that informs the alleged violator that he/she has a right to a hearing and that the request for hearing must be made within twenty (20) days, in writing;
 3. an invitation to the Owner/resident to provide a statement, evidence or witnesses on his or her behalf; and
 4. the maximum sanction that the Board may impose if it concludes the governing documents are violated.

- C. All notices shall be sent either to the Owner or tenant, if the house is leased, by personal delivery, or by U.S. Mail, to the last registered address of the alleged violator, as contained in the Association records. It is the Owner's obligation to keep the Association informed of their and their renter's current name and address.

III. HEARINGS

- A. If the alleged violation continues, or if requested in writing by the alleged violator, a hearing will be held.
- B. If a hearing is to take place, an invitation shall be sent by the Board to the person or persons filing the complaint, requesting them to attend the hearing to produce evidence and substantiate their complaint.
- C. All hearings are open to all Association Owners and residents unless the matter is highly sensitive or concerns a matter of privacy as defined by C.R.S. § 38-33.3-308.
- D. All parties may have an attorney present.
- E. Upon written request to the Association, not later than ten (10) days prior to the date of the hearing, the alleged violator shall be entitled to:
 - 1. obtain the names and addresses of witnesses, to the extent known to the Association; and
 - 2. inspect and make copies of any statement, investigative reports relative to the case contained in the Association's records. Nothing shall authorize the inspection or copying of anything that is privileged from disclosure by law or otherwise confidential or protected, such as attorney work product.
- F. The general procedure for the hearing shall consist of opening statements by each party, presentation of testimony and evidence, including the cross-examination of witnesses by each party, where appropriate, and closing statements by each party. However, if the accused does not present a defense, this general procedure may be waived.
- G. The Board may exercise its discretion as to the specific manner in which a hearing shall be conducted and may question witnesses, review evidence and take such reasonable action during the course of a hearing as it deems appropriate to reach a just decision.
- H. Each Board member must make a determination as to whether he or she is able to function in a disinterested and objective manner in considering the violation matter. Any Board member incapable of objective and disinterested consideration shall voluntarily withdraw or be disqualified by the Board from all proceedings with regard to that matter.

IV. DETERMINATION

- A. After all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its decision within ten (10) days after the hearing. A decision shall be reached by a majority of the members present. The Board shall issue a written decision explaining the reasons for its decision and, if applicable, shall impose a fine as provided in Article VI.

B. The Owner or tenant shall be notified, in writing, of the decision of the Board.

V. VIOLATION TYPES

A. Type I: Those that can be corrected immediately, which include, but are not limited to, parking and trash on the Owner/resident's property.

B. Type II: Those that require time to correct, such as house painting and structural issues. Owners/residents that receive a Type II violation must request a hearing or provide the details of their plan to correct the offense within thirty (30) days of the date on the notice. The response shall provide the specifications to be implemented to resolve the violation and shall provide a date when the proposed remedy shall be completed. If the proposed plan is satisfactory, the Board will send an approval form. If the proposed plan is incomplete or unsatisfactory, within 45 days of the Owner/resident's response, a notice shall be sent that the matter will be set for a hearing before the Board of Directors.

VI. FINE SCHEDULE

First Offense:	Warning
Second Offense:	Warning and deadline to correct
Third Offense:	\$10.00
Fourth Offense:	\$25.00
Fifth Offense:	Up to \$50.00
Continuing Violation:	Up to \$50.00 each day the violation continues (every day constitutes a separate violation)

All such notices shall be given in a manner reasonably calculated so as to arrive in a timely manner. All such notices shall be deemed given when sent. Either party may by notice to the other change its address or individual for receipt of notice.

The Board reserves the right to access a continuing violation without imposing a third, fourth and fifth offense.

VII. MISCELLANEOUS

A. Definitions: Unless otherwise indicated, terms used in these Enforcement Policies and Penalties shall have the meaning set forth in the Declaration, Articles of Incorporation, Bylaws and/or Rules and Regulations.

B. Common Elements: If the violation involves damage to the Association property, the violator shall pay the costs of repair or replacement.

C. Continuing Violation: Every day constitutes a continuing offense (example: if a notice of violation is sent for an inoperable vehicle, a continuing violation occurs each day, if the violation is not cured).

D. Temporary Variances: Owners/residents who require a temporary variance because of short-term visitors or seasonal work on recreational equipment, must request the variance, in writing, at least two (2) weeks in advance. The Board has the sole discretion to decide if a temporary variance will be granted. The Association reserves the right to grant, amend, supplement, repeal or deny the variance.

- E. Attorney Fees and Costs: Owner violators shall reimburse the Association for attorney fees and costs incurred in collecting fines and/or enforcing these Enforcement Policies and Penalties. The Association may enforce the documents by any means available to the Association, including the levy of fines, suspension of rights or a lawsuit to force compliance, and may seek from any violator reimbursement of all attorney fees and costs incurred by the Association.
- F. Notice of Lien: The association may record a Notice of Lien on the Owner's property for fines pursuant to C.R.S. § 38-33.3-316 (CCIOA). If recorded, the Lien will be on record in the Office of the Clerk and Recorder of the County of Arapahoe, State of Colorado.
- G. Notice of the Enforcement Policies and Penalties: These Enforcement Policies and Penalties shall be sent by the Association to each owner of record and will be available to each resident upon request. If these Enforcement Policies conflict with any Colorado statute, or the Declaration, the statute or Declaration shall prevail. The invalidity of any part of these Enforcement Policies shall not impair or affect in any manner the validity, enforceability or affect the balance of the Enforcement Policies and Penalties. There shall be no liability imposed on the Association, any member of the Board of Directors or Declarant for any loss, damage or injury arising out of or in any way connected with the Board's performance in carrying out the policies and penalties, if such party acted in good faith and without malice.
- H. Correspondence to the Board: All correspondence shall be directed to the Board at the following address:

Board of Directors
The Madison Park Homeowners Association
PO Box 5411
Greenwood Village, Colorado 80155-5411

These Enforcement Policies and Penalties were adopted by a vote of the Board of The Madison Park Homeowners Association, Inc. on July 14, 1998.