

ENFORCEMENT POLICY

IVORY RIDGE HOMEOWNERS ASSOCIATION, INC.

1. **Resolution.** This Policy when executed by the President of the Board of Directors, shall constitute a certified Resolution of said Board adopting the Policy.

2. **General Definitions.** Unless otherwise defined below or elsewhere in this Policy, capitalized terms used in these Policy are as defined in the Declaration, as amended.

(a) “Association” means the Ivory Ridge Homeowners Association, Inc., a Colorado nonprofit corporation.

(b) “Board” means the Board of Directors of the Association.

(c) “Declaration” means the Declaration of Covenants, Conditions, and Restrictions, recorded on March 16, 2023, in the real property records of the Mesa County Clerk and Recorder’s Office at Reception Number 3058597, as amended from time to time.

(d) “Director” means a member of the Board. “ACC” means the Association’s Architectural Control Committee established pursuant to Article VI of the Declaration.

(e) “Governing Documents” means this Policy, the Declaration, the Association’s Articles of Incorporation, Bylaws, Planned Unit Development Guide, and any and all other rules, policies, and procedures adopted by the Association from time to time, each as amended from time to time.

(f) “Violation” means a violation of the Governing Documents, other than a failure to pay when due Assessments, fines, or other charges owed to the Association under the Governing Documents, which is covered by the Collections Policy. A Violation committed by an Owner’s tenants, residents, contractors (while performing work for the Owner), guests or other invitees will also be deemed a Violation committed by the Owner.

3. **Interpretation.**

(a) **Generally.** When used in this Policy, the word “including” means including without limitation and the singular includes the plural and vice versa. Section references are to sections in this Policy unless otherwise indicated. This Policy supersedes and replaces all similar or alike policies and procedures adopted by the Association prior to the effective date of these Governance Policies. The Board is responsible for interpreting this Policy and an interpretation made by the Board will be final and binding on all Owners absent fraud or manifest error. The Board may deviate from this Policy if in its discretion the Board determines that the deviation is necessary or reasonable under the circumstances. This Policy operates in conjunction with the other Governing Documents, so long as there is no conflict between this Policy and a Governing Document executed prior to the effective date hereof.

(b) **Entities as Owners.** As defined in the Declaration, an "Owner" shall mean and refer to the record Owner of a Lot, whether one of more persons or entities, having title to any Lot which is part of the Property. The Association will recognize any trustee, officer, or other person or entity holding actual or apparent authority to represent an Owner entity as authorized to act and receive notices on behalf of that Owner entity unless the Association has reason to believe otherwise. The Association will deem acts or omissions by a representative with actual or apparent authority to represent an Owner entity in matters concerning the related Lot as the acts or omissions of the Owner entity and may also, acting reasonably, deem them to be acts or omissions of the representative in his, her, or its individual capacity. Acts or omissions by such a representative in any other capacity will be attributed to that representative solely in his, her, or its individual capacity and not as a representative.

4. **Conflicts.** If a conflict arises between this Policy and another Governing Document that the Board has authority to amend without additional approvals, the most recently adopted Governing Document will control. If a conflict arises between this Policy and another Governing Document that the Board does not have authority to amend or has authority to amend only with additional approvals, the other Governing Document will control. If a conflict arises between this Policy and applicable law, applicable law will control, and these policies will be deemed amended as necessary to comply with applicable law.

5. **Committees and Administrative Offices.** Except as otherwise provided in the Declaration, the Board may from time to time create or disband a committee or administrative office as it may deem appropriate to aid the Board in exercising its powers and performing its duties. Each committee or administrative office will adopt a charter or other governing document establishing its purpose, duties, powers, and rules of governance, consistent with the Governing Documents and subject to approval by the Board. No committee or administrative office will have or may exercise any power to act on behalf of the Association other than as and to the extent authorized in the Declaration or other Governing Documents, in its charter, or as otherwise specifically authorized by the Board. Unless otherwise indicated in the Declaration or other Governing Documents or in its charter, the duration of a committee or administrative office will be indefinite. Except as otherwise provided in the Governing Documents, the Board will appoint the members of each committee, committee chairs, and the holders of administrative offices created by the Board, each of whom will serve at the pleasure of the Board and may be removed or replaced by the Board at any time, with or without cause and with or without prior notice.

6. **Purpose and Scope.** The purpose of this Enforcement Policy is to encourage compliance with the Governing Documents for the benefit of all Owners and Association residents. For purposes of this Enforcement Policy, any communication, contact, other action taken by the designated representative of the Association, or the Board on behalf of the Association will be deemed taken by the Association.

7. **Other Definitions.** The following additional defined terms apply to this Enforcement Policy.

(a) "Complainant" means an Owner, resident or guest, or Association representative (other than an Emergency Services officer) who submits a Complaint.

(b) "Complaint" means a written document submitted by a Complainant pursuant to Section 8(a).

(c) "Excluded Violation" means a Violation that (a) does not arise from the appearance, condition, use, or enjoyment of a Lot or Dwelling Unit, or (b) is committed by a Violator who is not an Owner.

(d) "Violation Notice" means a notice of Violation issued by or on behalf of the Association's designated representative pursuant to Section 9(a), 10(a), 10(d), 11(a), or 12(a).

(e) "Violator" means the person alleged to have committed or to be responsible for a Violation. If more than one person is alleged to have committed or to be responsible for a Violation, each such person will be considered a Violator and references in this Enforcement Policy to a Violator includes each such person.

8. Complaints.

(a) **Submission of Complaints.** A Complainant may submit a Complaint to the Association's designated representative or the Board directly at the contact information listed on the Association's website. The Complaint must (a) verify that the Complainant personally observed the alleged Violation, (b) identify the alleged Violator, if known, (c) describe the alleged Violation, citing the specific provisions of the Governing Documents that are alleged to have been violated, (d) state when and where the alleged Violation was observed, (e) include any other pertinent information, and (f) be signed by the Complainant. Complaints that do not comply with this Section may be returned to the Complainant for correction or completion or may be dismissed without further action at the discretion of the General Manager.

(b) **Investigation of Complaints.** Upon receipt of a Complaint pursuant to Section 8(a), the Association's designated representative will investigate and attempt to verify the Complaint or may, at their discretion, delegate the investigation and verification to one or more Association representatives. If the Association's designated representative determines that additional information is needed to investigate or verify a Complaint, the Association's designated representative may return the Complaint to the Complainant with a request for further information available to the Complainant and may dismiss the Complaint if the requested information is not timely provided. If the Association's designated representative finds that no Violation has occurred or that the Violator is not responsible for the Violation, he or she will dismiss the Complaint. If the Association's designated representative reasonably determines that a continuing Violation has occurred based on a Complaint, the Association's designated representative may attempt to secure voluntary compliance or proceed in accordance with Section 9, 10, or 12. If the Association's designated representative reasonably determines that a non-continuing Violation has occurred based on a Complaint, the Association's designated representative will proceed in accordance with Section 11 or 12 as applicable.

9. **Continuing Violations that Threaten Public Safety or Health.**

(a) **Violation Notice.** Subject to Section 12, if the Association's designated representative reasonably determines that a Violation that threatens public safety or health has occurred, is continuing, and is capable of being cured and that the Violator is responsible for the Violation, the Association will issue a Violation Notice to the Violator in English and in any language that the Owner has previously indicated a preference for correspondence and notices (a) explaining the nature of the Violation, (b) the action or actions needed to cure the Violation, (c) that the Violator has 72 hours to cure the Violation, and (d) that a mandatory hearing before the Board or a committee formed by the Board for the purposes of administering this Enforcement Policy pursuant to Section 13 has been or will be scheduled before any fines will be assessed, (f) if the hearing has been scheduled, the date, place, and time of the hearing and the procedures to be followed at the hearing, or if the hearing has not yet been scheduled, that information concerning the hearing will be forthcoming in a future notice, and (g) that the Board or a committee formed by the Board for the purposes of administering this Enforcement Policy may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18 if the Association conducts an inspection and determines that the Violation has not been cured within the 72 hour cure period.

(b) **Optional Response by the Violator.** The Violator may, but is not required to, submit a response to a Violation Notice to the Association's designated representative. The response may explain why the Violator believes that no Violation has occurred, explain why the Violator believes that the Violator is not responsible for the Violation, or provide other exculpatory information. The Association's designated representative will forward to the Board or the committee formed by the Board for the purposes of administering this Enforcement Policy in advance of the hearing any responses received from the Violator.

(c) **Inspection and Enforcement.** If the Complaint has not previously been dismissed, the Association will inspect the Violation site as soon as practicable after the 72-hour cure period ends. If, upon inspection, the Association's designated representative determines that the Violation has not been cured, the same will report their findings to the Enforcement Committee. If the Association's designated representative's report confirms that the Violation has not been cured within the 72-hour cure period, the Board or the committee formed by the Board for the purposes of administering this Enforcement Policy may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18 following the hearing pursuant to Section 13. If it is reasonably determined that the Violation poses an imminent threat of substantial damage to or destruction of real or personal property, personal injury or death, or substantial damage to the reputation of the Association, the Board or the committee formed by the Board for the purposes of administering this Enforcement Policy may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18 in advance of the hearing, subject to adjustment as appropriate following the hearing, and direct the Association's designated representative to so notify the Violator.

10. **Continuing Violations that Do Not Threaten Public Health or Safety.**

(a) **Initial Violation Notice.** Subject to Section 12, if the Association's designated representative reasonably determines that a Violation that does not threaten public safety or health has occurred, is continuing, and is capable of being cured and that the Violator is responsible for the Violation, the Association will issue a Violation Notice to the Violator via certified mail, return receipt requested (and at its option any other method authorized in Section 21), (a) explaining the nature of the Violation, (b) the action or actions needed to cure the Violation, (c) that the Violator has 30 days to cure the Violation, and (d) that a mandatory hearing before the Board or the committee formed by the Board for the purposes of administering this Enforcement Policy pursuant to Section 13 has been or will be scheduled before any fines will be assessed, (f) if the hearing has been scheduled, the date, place, and time of the hearing and the procedures to be followed at the hearing, or if the hearing has not yet been scheduled, that information concerning the hearing will be forthcoming in a future notice, and (g) that fines may be assessed as authorized in Section 17 and impose other sanctions authorized in Section 18 if the Association conducts an inspection and determines that the Violation has not been cured within the 30-day cure period.

(b) **Optional Response by the Violator.** The Violator may, but is not required to, submit a response to a Violation Notice to the Association's designated representative. The response may explain why the Violator believes that no Violation has occurred, explain why the Violator believes that the Violator is not responsible for the Violation, or provide other exculpatory information. The Association's designated representative will forward to the Board or the committee formed by the Board for the purposes of administering this Enforcement Policy in advance of the hearing any responses received from the Violator.

(c) **Inspection and Enforcement.** Within the initial 30-day cure period in Section 10(a), the Violator may notify the Association's designated representative that the Violation has been cured and provide visual evidence of the cure (if the cure can be validated by visual evidence). If the Violator so notifies the Association's designated representative and, upon inspection, the Association's designated representative determines that the Violation has not been cured, the Association's designated representative will report his or her determination to the Board or the committee formed by the Board for the purposes of administering and the same may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18. If the Complaint has not previously been dismissed and within the initial 30-day cure period the Violator fails to notify the Association's designated representative that the Violation has been cured, the Association will inspect the Violation site within seven days after the initial 30-day cure period has expired and if, upon inspection, the Association's designated representative determines that the Violation has not been cured, the Association's designated representative will report his or her findings to the Board or the Board's formed committee and the Board or the Board's formed committee may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18 following the hearing pursuant to Section 13. If the Board or the Board's formed committee reasonably determines that a Violation poses an imminent threat of substantial damage to or destruction of real or personal property, personal injury or death, or substantial damage to the reputation of the Association or the Village, the Board the Board's formed committee may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18 in advance of the hearing, subject to adjustment as appropriate

following the hearing, and direct the Association's designated representative to so notify the Violator.

(d) **Second Violation Notice.** If the Complaint has not previously been dismissed and the Association's designated representative determines pursuant to Section 10(c) that the Violator has failed to cure the Violation, the Association will issue a second Violation Notice to the Violator giving the Violator a second 30-day period to cure the Violation, beginning on the day following the end of the initial 30-day cure period. If the Complaint has not previously been dismissed and, upon inspection, the Association's designated representative determines that the Violation has not been cured within the second 30-day cure period and the Board or the Board's formed committee has not already done so, the same may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18 following the hearing pursuant to Section 13. A Violation cured during the second 30-day cure period will not eliminate any fines assessed and other sanctions imposed by the Enforcement Committee for failure to cure the Violation during the initial 30-day cure period.

(e) **Repeat Violations.** The Association may at its option treat as one continuing Violation, a Violation for which a Violation Notice is given pursuant to Section 10(a) and a second Violation by the same Violator that is substantially the same as the initial Violation and that occurs within 90 days after the date of the initial Violation Notice given pursuant to Section 10(a), regardless of whether the initial Violation was cured prior to the second Violation. If the Association elects to do so, (a) the Association's designated representative will so notify the Violator in the manner described in Section 10(a) and state in the notice that a hearing has been or will be scheduled and, if scheduled, the date, place, and time of the hearing, (b) the Violation Notice for the initial Violation will also cover the second Violation and no additional cure periods need be offered beyond those provided in the initial Violation Notice, (c) any cure of the initial Violation will be disregarded if it occurs before the second Violation, and (d) the Board or the Board's formed committee may assess fines and impose other sanctions as described in Section 10(c), but the total fines assessed for the continuing Violation may not exceed the maximum amount of \$500.00.

11. **Non-Continuing Violations.**

(a) **Violation Notice.** Subject to Section 12, if the Association's designated representative reasonably determines that a Violation has occurred, is not of a continuing nature, and is incapable of being cured and that the Violator is responsible for the Violation, the Association's designated representative will issue a Violation Notice to the Violator via certified mail, return receipt requested (and at its option any other method authorized in Section 21), (a) explaining the nature of the Violation, (b) that a mandatory hearing before the Enforcement Committee pursuant to Section 13 has been or will be scheduled before any fines will be assessed, (c) if the hearing has been scheduled, the date, place, and time of the hearing and the procedures to be followed at the hearing, or if the hearing has not yet been scheduled, that information concerning the hearing will be forthcoming in a future notice, and (d) that the Board or the Board's formed committee may assess a fine authorized in Section 17 and impose other sanctions authorized in Section 18 following the hearing.

(b) **Optional Response by the Violator.** The Violator may, but is not required to, submit a response to a Violation Notice to the Association's designated representative. The response may explain why the Violator believes that no Violation has occurred, explain why the Violator believes or that the Violator is not responsible for the Violation, or provide other exculpatory information. The Association's designated representative will forward to the Board or the Board's formed committee in advance of the hearing any responses received from the Violator.

12. Excluded Violations.

(a) **Applicability.** Sections 9, 10, 11, 21(b), 21(c), and 21(d) do not apply to Excluded Violations. Fines issued for continuing Excluded Violations may be issued daily and the \$500.00 limit does not apply to Excluded Violations. The remaining sections of this Enforcement Policy apply to Excluded Violations unless otherwise indicated.

(b) **Violation Notice.** If the Association's designated representative reasonably determines as a result of a Complaint that an Excluded Violation has occurred and that the Violator is responsible for the Excluded Violation, the Association will issue a Violation Notice to the Violator (a) explaining the nature of the Excluded Violation, (b) the action or actions needed to cure the Excluded Violation if it is a continuing Violation and any permitted cure period, (c) the fine or other sanctions, if any, then imposed by the Enforcement Committee, and (d) that a mandatory hearing before the Board or the committee formed by the Board pursuant to Section 13 has been or will be scheduled before any fines will be assessed, (e) if the hearing has been scheduled, the date, place, and time of the hearing and the procedures to be followed at the hearing, or if the hearing has not yet been scheduled, that information concerning the hearing will be forthcoming in a future notice, and (f) that the Board or the Board's formed committee may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18. Notice to a Violator of an Excluded Violation will be given and effective for all purposes when personally delivered to the Violator, sent by first-class U.S. mail postage prepaid, to the Violator's last known address, and sent by email to the Violator's last known email address, and will be effective upon delivery or sending.

(c) **Optional Response by the Violator.** The Violator may, but is not required to, submit a response to a Violation Notice to the Association's designated representative. The response may explain why the Violator believes that no Excluded Violation has occurred, explain why the Violator believes or that the Violator is not responsible for the Excluded Violation, or provide other exculpatory information. The Association's designated representative will forward to the Board or the committee formed by the Board in advance of the hearing any responses received from the Violator.

(d) **Enforcement.** If the Complaint has not previously been dismissed and a continuing Excluded Violation has not been cured within the cure period, if any, stated in the Violation Notice, the Enforcement Committee may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18 following the hearing pursuant to Section 13. If the Board or the committee formed by the board reasonably determines that a continuing Excluded Violation poses an imminent threat of substantial damage to or destruction of real or

personal property, personal injury or death, or substantial damage to the reputation of the Association or the Village, the same may assess fines authorized in Section 17 and impose other sanctions authorized in Section 18 in advance of the hearing, subject to adjustment as appropriate following the hearing, and direct the Association's designated representative to so notify the Violator.

13. **Hearings.**

(a) **Right to a Hearing.** Each Violator has a right to a hearing on a Violation before the Board or the committee formed by the Board for these purposes if the Complaint has not previously been dismissed and the Violator has not already resolved the Violation by payment of an agreed upon fine or otherwise. If a hearing on the Violation Notice has not already been scheduled, the Violator may request a hearing by written request to the Board or the Association's designated representative, and the same will schedule the hearing and notify the Violator of the date, time, and place of the hearing and the procedures to be followed at the hearing at least 14 days prior to the hearing date. A Violator may also request in writing before the date of a scheduled hearing a reasonable postponement of the hearing to another mutually agreeable hearing date and one such postponement will be automatically granted by the Association's designated representative. The Board or its designated representative reserves the right to schedule and reschedule hearings as needed and will direct the Association's designated representative to notify interested parties as appropriate.

(b) **Hearing Procedures.** The following procedures will apply to each hearing before the Enforcement Committee, in addition to any other procedures the Enforcement Committee may from time to time reasonably impose:

(1) At the beginning of each hearing, an Association representative will introduce the case by describing the alleged Violation and the procedure to be followed during the hearing. Each party or the party's designated representative may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The Enforcement Committee may question the parties, their representatives, and witnesses and may also impose such other rules of conduct as may be appropriate under the circumstances.

(2) If the hearing relates to a Complaint, the Complainant must attend the hearing. If a Complainant fails to attend a hearing, the Enforcement Committee may reschedule the hearing or dismiss the Complaint.

(3) Unless the Violation Notices indicates that a fine amount may be paid in lieu of a hearing and the set fine is paid prior to the hearing, the Violator must attend the hearing. If the alleged Violator fails to attend the hearing, he or she will be deemed to have admitted responsibility for the Violation as described in the Complaint and to have waived any right to a further hearing on or appeal of the Violation.

(4) Each hearing will be conducted in executive session pursuant to C.R.S. § 38-33.3-308(4)(e), and unless otherwise authorized by the Board or the committee

formed by the Board, attendance will be limited to (a) members of the body, (b) representatives of the Association, if applicable, (c) the Complainant and his or her representatives, if applicable, (d) the alleged Violator and his or her representatives, and (e) witnesses invited by the parties and the Enforcement Committee. Deliberations by the Enforcement Committee will be conducted in executive session and the Enforcement Committee may limit attendance at those deliberations as it sees fit.

(5) Failure to strictly follow the hearing procedures set forth in this Section will not be grounds for appeal of a rendered decision, absent a showing of denial of due process under applicable Colorado law.

(c) **Decisions.** The Board or the committee formed by the Board for these purposes may base its decision upon the matters set forth in the Complaint, written submissions by the parties, results of the investigation, and such other credible evidence as may be presented at the hearing. The Board or the committee formed by the Board will render its written findings and decision within 40 days after the hearing or such longer period as the Association may set, not to exceed 90 days. A decision by a majority of the Board or the committee formed by the Board present at the hearing is required for a finding against the alleged Violator. Based on the testimony and other evidence presented at the hearing:

(1) If a determination is made that no Violation has occurred or that the Violator is not responsible for the Violation, the same will dismiss the Complaint, revoke any fines assessed and other sanctions previously imposed, direct the General Manager to return any fines paid, and direct the General Manager to so notify the Violator.

(2) If a determination is made that the Violation described in Section 9 or 10 or a continuing Excluded Violation described in Section 12 has occurred, that the Violator is responsible for the Violation, and that the Violation has not been cured within the initial cure period described in the Violation Notice, then there may be the assessment of a fine authorized in Section 17 and/or the imposition of other sanctions authorized in Section 18.

(3) If a determination is made that the Violation described in Section 9 or 10 has been cured, the Board or the Board's formed committee will direct the Association's designated representative to notify the Violator that the Violation has been cured, that no further fines will be assessed with respect to the Violation, and the outstanding balance of any fines previously assessed.

(4) If a determination is made that the Violation described in Section 11 or a non-continuing Excluded Violation described in Section 12 has occurred and that the Violator is responsible for the Violation, the Board or the Board's formed committee may assess a fine authorized in Section 17 and impose other sanctions authorized in Section 18 and will direct the Association's designated representative to so notify the Violator.

(5) The Board or the Board's formed committee for these purposes may also modify the description of the Violation or Complaint, modify any fine previously

assessed or sanction previously imposed and assess new fines as authorized in Section 17 or impose new sanctions as authorized in Section 18.

14. **Appeals.**

(a) **Right to Request an Appeal.** A person negatively impacted by a decision of the Board or a committee established by the Board may appeal the adverse decision to a three member panel which shall be selected by the Board or the committee that rendered the negative decision selection of a representative and the personal negatively impacted by the decision selection of a representative that will form a two member body, with the two member body selecting a third member who shall then be charged with hearing the appeal (the "Appeal Committee"). The Appeal Committee shall be duly authorized and possess all the powers of a committee appointed by the Board pursuant to the Governing Documents and applicable Colorado law. The appeal of a decision shall be taken through the person negatively impacted by a decision providing written notice to the Association's designated representative within 10 business days after receiving the adverse decision, setting forth the specific grounds for the appeal, and the person's selection of his or her member of the Appeal Committee as well as that person's contact information. The decisionmaking body that rendered the negative decision shall then appoint its representative to the Appeal Committee within 10 days of receipt of the timely notice of appeal in a writing provided to the Association's designated representative, the appealing party, and the appealing party's selected member of the Appeal Committee. The two members of the Appeal Committee shall then select their third member within 10 days after being notified of their selection to the Appeal Committee. All members of the Appeal Committee must be an Owner/Member within the Association that is not involved in the decision that is being appealed. Upon the receipt of a timely notice of appeal, the Association body issuing the adverse decision will stay further action pending resolution of the appeal (other than fines assessed by the Enforcement Committee pursuant to Section 17) unless the Association body finds that irreparable damage would occur because of the stay, in which event the committee may act as necessary to prevent irreparable damage. If a timely notice of appeal is not received by the Association's designated representative, the decision of the body will be final and binding on all parties involved, and the stay of further action will be lifted.

(b) **Appeal Committee's Acceptance of Appeal.** The Appeal Committee upon its formation may, but is not required to, accept an appeal based on a review of the proceedings, evidence, and decision below. If a majority of the Appeal Committee agrees in writing to accept the appeal within 30 days after being formed, the stay of further action will continue upon such terms and conditions as the Board may from time to time prescribe. If a majority of the Appeal Committee does not agree in writing to accept the appeal within 30 days after being formed, the appeal will be deemed rejected, the decision of the committee will be final and binding on all parties involved, and the stay of further action will be lifted.

(c) **Standard of Review.** If the Appeal Committee accepts an appeal and unless the Appeal Committee determines that a broader review is warranted due to bias or other extraordinary circumstances, the Appeal Committee will limit its review to determining the following to the extent raised in the appeal: (a) whether a procedural error prejudicial to the appellant occurred, (b) whether the Board or the committee correctly applied the applicable

provisions of the Governing Documents to the facts and circumstances as determined by the committee, and (c) whether any discretion exercised by the committee was exercised in a reasonable manner. The Appeal Committee will then render its decision on the appeal or return the matter to the Board or committee for further consideration. If an appellant presents new evidence to the Appeal Committee that was not presented to the committee, the Appeal Committee may in its discretion disregard the new evidence and render its decision based on the evidence presented to the committee, return the matter to the committee for consideration of the new evidence, or consider the new evidence and render its decision accordingly.

(d) **Appeal Procedures.** Each appeal will be conducted in executive session pursuant to C.R.S. § 38-33.3-308(4)(e), and unless otherwise authorized by the Appeal Committee, attendance will be limited to (a) the Appeal Committee, (b) members of the Board or the committee whose decision is being appealed, (c) representatives of the Association, (d) if applicable, the Complainant and the alleged Violator and their respective representatives, and (e) witnesses invited by the parties and the Appeal Committee. Interested parties will be offered an opportunity to be heard at the appeal. Deliberations by the Appeal Committee will be conducted in executive session and the Appeal Committee may limit attendance at those deliberations as it sees fit. The Appeal Committee may establish additional procedures for handling appeals as needed in accordance with the Association's Bylaws. Upon reaching a decision, the Appeal Committee will direct the Association's designated representative to notify the appellant of the decision reached. The decision of the Appeal Committee on an appeal will be final and binding on all parties involved.

(e) **Board as Appeal Body.** If the Board forms a committee that serves as the entity responsible for administering this Enforcement Policy and conducting the initial hearing or hearings on any Violation provided hereunder, then the Board, not the Appeal Committee, shall serve as the body responsible for hearing and rendering decisions on any appeals and shall adhere to the Appeals procedures set forth in this Section 14 in the same manner as the Appeals Committee.

15. **Conflicts of Interest.** No person who has a direct personal or financial interest in the outcome of a Complaint or a decision on appeal may participate in any discussion or decision regarding that Complaint, or decision. Any participant who learns of the existence of an actual or potential disqualifying interest must promptly disclose it to the Board, and the disinterested Directors will make the final determination as to whether that person will be disqualified to participate in discussions and decisions regarding the Complaint, or decision being appealed.

16. **Enforcement Decisions.** Decisions of the Board or any committee under this Enforcement Policy must be in writing, will be provided to the Violator as described elsewhere in this Enforcement Policy, and will be final and binding on all interested parties absent fraud or manifest error. Enforcement decisions may also be provided to the Violator's representative or to the Complainant at the discretion of the entity rendering the decision.

17. **Fines.**

(a) **Generally.** The Board or any committee on appeal may assess a reasonable fine for a Violation, subject to the limitations in this Section 17. Fines for a continuing Violation described in Sections 9 and 10 may be assessed no more frequently than every other day. The total amount of fines assessed for a single Violation may not exceed \$500.00. The Board or any committee on appeal may waive all or any portion of a fine if in its discretion the waiver is appropriate under the circumstances. The Board or any committee on appeal may also condition its waiver upon the Violator complying with and remaining in compliance with the Governing Documents or other conditions.

(b) **Determination.** In determining whether a fine is reasonable, the pertinent Association entity will consider all relevant facts then known, including (a) the severity of the Violation, (b) any resulting injury or damage and its impact on the Association or its reputation, (c) whether the Violation was intentional or inadvertent, (d) whether the Violator was cooperative during the enforcement process, (e) the Violator's history of prior Violations, and (f) the need to deter similar Violations in the future.

18. **Other Sanctions.** Subject to compliance with the applicable requirements of Section 9, 10, 12, or 11, the Board or any committee on appeal may impose one, more, or all of the sanctions described in this Section 18 in addition to fines authorized in Section 17 for a Violation: (1) Issue a warning in lieu of a fine or other sanctions; (2) Withdraw a fine assessed in accordance with Section 17 if the Violator meets conditions established by the Board or any committee; (3) Suspend the Violator's right to use Association facilities and property, including Common Areas; (4) Initiate alternative methods of dispute resolution to avoid litigation; and/or (5) Take any other action or pursue any other remedy available to the Association under the Governing Documents or applicable law.

19. **Restitution and Self-Help.** The Association may recover from the Violator costs and expenses resulting from loss or damage to Common Areas or other Association property, including costs and expenses incurred by the Association to repair or replace property damaged or destroyed by the Violator, regardless of whether the Violation has been cured. The Association or its authorized agents may enter a Lot or Common Area to abate or remove, using such force as may be reasonably necessary, any structure, fixture, personal property, or condition that violates the Governing Documents, subject to applicable law. If the Association exercises its rights pursuant to this Section and the Violator is an Owner, all costs and expenses incurred may be assessed against and become a lien on the Owner's Lot. The Violator may request a hearing pursuant to the Hearing provisions to contest any action taken or costs and expenses assessed by the Association pursuant to this Section.

20. **Legal Action.** The Association may pursue legal action against an Owner to enforce the provisions of the Governing Documents (other than collection of delinquent Assessments and other Charges governed by the Collections Policy), including an action for an injunction or other equitable relief. The Association may commence such a legal action:

(1) At any time after the determination is made pursuant to Section 9 that the Violation has not been cured within the 72-hour cure period and any hearings and appeals upholding the Violation have been waived, dismissed, or concluded.

(2) At any time after a determination has been made pursuant to Section 10 that the Violator has not cured the Violation within the second 30-day cure period and any hearings and appeals upholding the Violation have been waived, dismissed, or concluded.

(3) At any time after any hearing and appeals upholding a Violation covered by 11 have been waived, dismissed, or concluded.

(4) Regardless of whether the conditions of clauses (1), (2) or (3) have been met, to prevent or eliminate an imminent threat of substantial damage to or destruction of real or personal property, personal injury or death, or substantial damage to the reputation of the Association, if the Association's designated representative reasonably determines that such a threat exists. Once the legal action is commenced and until the conditions of clauses (1), (2), or (3) have been satisfied, the Association will actively pursue the legal action only as necessary to prevent or eliminate the threat or as necessary to preserve the legal action itself.

(5) Regardless of whether the conditions of clauses (1), (2) or (3) have been met, if needed to preserve the right to commence a legal action before being barred by an applicable statute of limitations or statute of repose. Once the legal action is commenced and until the conditions of clauses (1), (2), or (3) have been satisfied, the Association will actively pursue the legal action only as necessary to preserve the legal action itself.

(6) At any time after a Complaint is issued regarding an Excluded Violation.

21. Notices.

(a) **To the Association.** Notice given by or on behalf of the Violator pursuant to this Policy must (a) be in writing, (b) be given by U.S. first class mail postage prepaid, by email, or by personal delivery, to the Centennial Property Services, Inc., as representative of the Association, at the physical and/or email addresses thereof as shown on the Association's website, and (c) will be deemed given and effective for all purposes upon actual receipt by the same. Notices and other communications with a Violator may be handled through the Association's attorney once a matter has been referred to the attorney.

(b) **To a Violator.** Notice given by or on behalf of the Association pursuant to this Collections Policy must be in writing in English unless Section 21(c) applies. Unless otherwise indicated elsewhere in this Policy, notice to the Violator shall be given by sending it via certified mail, return receipt requested, and a copy of the notice of delinquency is physically posted at the Owner's/Violator's Lot/Dwelling Unit. In addition, the Association shall contact the Lot Owner/Violator by one of the following means: (1) First-class mail; (2) Text message to a cellular number that the Association has on file because the Lot Owner/Violator has provided the cellular number to the Association; or (3) Sent by email to an email address provided by the Violator. Notices to a Violator must also comply with Sections 21(c) and 21(d). Notice given by or on behalf of the Association pursuant to this Policy will be deemed given and effective for all purposes when, as applicable, the notice is deposited in the mail, sent certified mail, return receipt requested, and a copy of the notice of delinquency is physically posted at the

Owner's/Violator's Lot/Dwelling Unit. In addition, the Association shall contact the Lot Owner/Violator by one of the following means: (1) First-class mail; (2) Text message to a cellular number that the Association has on file because the Lot Owner/Violator has provided the cellular number to the association; or (3) Sent by email to an email address provided by the Violator.

(c) **Language.** If a Violator gives notice to the Association requesting that the Association provide notices and other communications to the Violator pursuant to this Policy in a language rather than English, the Association will (a) use reasonable efforts to secure a professional translation of the relevant notices and other communications, (b) give the relevant notices and other communications in the requested language beginning 30 days after the effective date of the Violator's notice so long as a professional translation can be obtained at that time and, if not, as soon as practicable thereafter, and (c) charge the Violator for the cost incurred by the Association for each translation. Not more than one language may be requested by the Violator. The Association cannot and does not guarantee that a requested translation will be accurate or complete, and so long as the Association secures a professional translation and has no reason to believe that the translation provided is inaccurate or incomplete, the Violator assumes the risk of an inaccurate or incomplete translation. The Violator may withdraw a language request at any time by notice to the Association, effective on the second business day after the effective date of the withdrawal notice, but the Violator will remain obligated to pay translation costs incurred by the Association for translation services rendered on or prior second business day after the effective date of the Violator's withdrawal notice, even if those costs relate to notices or other communications not ultimately given because of the withdrawal notice. This Section 21(c) does not confer any rights on a Violator who is not a Owner.


(d) **Designated Contact.** If a Violator gives notice to the Association requesting that Association provide a copy of notices and other communications to the Violator pursuant to this Policy to a designated contact and furnishes contact information for the designated contact, the Association will provide a copy of the relevant notices and other communications to the Violator's designated contact using the contact information provided by the Violator, beginning with notices and other communications given 10 days after the effective date of the Violator's notice. The Violator may not request more than one designated contact at any one time. The Violator may withdraw a designated contact request at any time by notice to the Association, effective on the second business day after the effective date of the withdrawal notice. This Section 21(d) does not confer any rights on a Violator who is not a Owner.

(e) **Recordkeeping.** The Association will maintain a record of all notices and other contacts with each Violator, including the type of communication used and the date and time the contact was made.

22. **Waiver and Cumulative Remedies.** No waiver of or failure to enforce any rights or remedies of the Association with respect to a particular Violation will be deemed a waiver of any other rights or remedies of the Association with respect to that Violation or a waiver of any rights or remedies with respect to any other Violation. The fines, sanctions, and other remedies in this Enforcement Policy are cumulative and in addition to all other sanctions permitted by the Governing Documents and applicable law.

23. **Limitation on Liability.** Except as otherwise provided in these Governance Policies, neither the Association nor any person acting in good faith on behalf of the Association as a Director, officer, committee member, employee, agent, or volunteer may be held personally liable for an act or omission on behalf of the Association absent gross negligence or willful misconduct. Neither the Association nor any Association Director, officer, committee member, employee, agent, or volunteer will be liable for his, her, or its failure or inability to prevent, detect, or cure a Violation.

**Ivory Ridge Homeowners
Association, Inc,** a Colorado
non-profit corporation:

By:  4/6/2023
Stephanie Black
(Print Name)
Its: President