

**INDIAN CREEK RANCH IMPROVEMENT ASSOCIATION
A COLORADO NONPROFIT CORPORATION
ENFORCEMENT OF COVENANTS AND RULES POLICY**

- SUBJECT:** The Indian Creek Ranch Improvement Association Policy Regarding the Enforcement of Covenants and Rules Policy.
- PURPOSE:** To adopt procedures to be followed regarding the Enforcement of Covenants and Rules Policy.
- AUTHORITY:** The Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision ("Declaration"), Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** February 25, 2015
- RESOLUTION:** The Indian Creek Ranch Improvement Association, a Colorado non-profit corporation ("Association") hereby adopts the following Policy regarding the Enforcement of Covenants and Rules Policy by the Board of Directors of the Indian Creek Ranch Improvement Association ("Board") at a regular meeting of the Board of Directors:

COVENANTS AND RULES ENFORCEMENT POLICY

Penalties

Penalties for a violation of any provision in the Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision ("Declaration"), Articles of Incorporation and Bylaws of the Association, or any adopted Rules and Regulations of the Indian Creek Ranch Improvement Association (collectively, the "Governing Documents"), will be imposed by the Board of Directors as follows:

Courtesy Notice

Upon written notice received by a third party of a complaint of a covenant violation to the Board, an inspection will be performed by the Board, or a representative of the Board. Upon confirmation of a covenant violation, the Board will mail a written "Courtesy Notice" to the owner(s) of the lot at the mailing address on file with the Association. The Courtesy Notice shall generally state the nature of the observed violation(s) and shall notify the owner(s) of the property in question that they have thirty (30) days from the date of the notice (the "Grace Period") to correct the violation(s). Should the owner(s) correct the violation(s) before the expiration of the Grace Period, then no further action will be taken against the owner(s) regarding the violation(s) noted on the Courtesy Notice(s). The Board will determine whether or not the violation(s) has been corrected during the following month's inspection after the Grace Period has expired.

Opportunity for Hearing

Each owner(s) has the opportunity for a hearing with the Board. An owner(s) may appeal any violation to the Board by emailing or mailing a written request for a hearing to the Association Board within ten (10) days of the date of the Courtesy Notice. Providing such notice to the Association shall have the effect of pausing any deadlines set by this or any other policy until such time as the hearing is completed.

First Violation Notice

If any violation for which a courtesy notice was sent is not resolved by the conclusion of the Grace Period, and if a hearing request has not been received by the Association, a Second Violation Notice shall be sent to the owner(s) via U.S.P.S. mail to the mailing address on file with the Association. All voting rights of the owner(s) shall be suspended until the violation(s) is/are corrected, and the owner(s) shall not be permitted to submit architectural or landscaping modification requests to the Association, other than those required to correct the violation, until such violation has been corrected.

Second Violation Notice

If a violation(s) remain(s) unresolved by the monthly inspection that follows the first Violation Notice (which will occur approximately two months after the Courtesy Notice is sent and one month after the expiration of the Grace period), a Second Violation Notice shall be sent to the owner(s) via U.S.P.S. mail. All voting rights of the owner(s) shall remain suspended until the violation(s) is/are corrected, as shall the owner(s) right to submit architectural or landscaping modification requests to the Association, other than those required to correct the violation, until such violation has been corrected.

Third and Further Violation Notices

If the violations(s) remain(s) unresolved, the Board shall mail additional Violation Notices to the owner(s) via U.S.P.S. mail and may remand the account to the Association's attorney for enforcement of the covenants(s) and/or further legal action.

If the account is sent to the Association's attorney, any legal fees and costs incurred by the Association in connection with any legal action taken to enforce the covenants and correct the violation will be charged to the owner(s) account, and the owner(s) shall be liable for repayment in full of any and all such fees and costs. All voting rights of the owner(s) shall remain suspended until the violations(s) is/are corrected, as shall the right to submit architectural or landscaping modification requests to the Association, other than those required to correct the violation, until such violation has been corrected and all fines have been paid.

Violations by Tenants/Guest

A violation by a tenant or guest shall be treated as a violation by the owner(s) of the lot and/or existing dwelling unit occupied by the tenant. As such, all Courtesy Notices and Violation

Notices shall be mailed via U.S.P.S. mail to the owner(s) if the owner(s) have provided a mailing address to the Association. Otherwise, all such notices will be sent to the property address.

Miscellaneous

Notwithstanding any of the foregoing, non-receipt of a Courtesy Notice or a Violation Notice shall not excuse any owner(s) from their duty to correct a violation and/or pay a fee or cost that has been levied against the owner(s). The Association shall keep a record of all Notices sent, and that record, by itself, shall be sufficient to prove that a notice was sent and received.

The Board hereby retains the authority to extend any of the deadlines listed above as it deems necessary to allow owner(s) sufficient time to correct any violations should such time be reasonably requested by the owner(s).

All fees and costs are due and payable upon notification and will be considered delinquent if not paid within 25 days of the date appearing on any Violation Notice. It should be noted that any unpaid fee(s) or cost(s) can become a lien on the property should the Association Board decide that such action is warranted.

Upon receipt of any request for a payment plan or waiver of fees or costs by any owner, the Association shall refrain from advancing such owner any further through the covenant enforcement and rules process until such time as the Association Board has rendered a decision on such request and how to proceed.

Amendment

This Policy may be amended from time to time by the Board of Directors.

Definitions

Unless otherwise defined in this Policy, capitalized terms defined in the Declaration shall have the same meaning herein.

PRESIDENT'S CERTIFICATION:

The undersigned, being President of the Indian Creek Ranch Improvement Association, a Colorado non-profit corporation, certifies that the foregoing Policy Regarding the Covenants and Rules Enforcement Policy was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors on February 25, 2015 and in witness thereof the undersigned has subscribed his/her name.

INDIAN CREEK RANCH IMPROVEMENT ASSOCIATION
A Colorado non-profit corporation

By: Betty Rurkey-Huck
Betty Rurkey-Huck, President