

**Park River West Condominium Association
Board of Directors Annual and Regular Meeting
Saturday, August 20, 2022 – Via Zoom Conference**

A meeting of the Board of Directors of the PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC. (the "Association") was held on Saturday, August 20, 2022, via ZOOM online/video meeting application following the Annual Owner's Meeting beginning at 12:05 p.m. MDT. This meeting also serves as the annual meeting of the Board for election of officers and approval of the budget. President Stew Squires (618) presided. Association Secretary John Mize (615) prepared these Minutes.

1. Call to Order / Roll Call. The Meeting was called to order at 12:05 p.m. MDT by President Stew Squires (618). The following Directors of the corporation were present via ZOOM: Stew Squires (618); Fritz Sampson (633), Vice President; Helen Evans (619), Treasurer; John Mize (615), Secretary; John Mize (615), Greg Shipman (625), Rick Stephens (603), Doug Feck (635) and Carol Primdahl (653). Newly elected director Chris Hines (602) was unable to take part. Owners Doug and Karen Spitznagle (607) appeared at the Owner Compliance Hearings as set forth below.

2. Conflicts of Interest Policy Review and Disclosures. Following the PRW Conflict of Interest Policy, Stew Squires (618) inquired if any of the directors have a conflict of interest needing disclosure before the meeting. None were disclosed.

3. Approval of Minutes. The minutes of the Board of Directors meeting held on July 11, 2022, previously emailed to the directors, and posted on the website were presented for approval.

Action Taken: It was moved, seconded, and unanimously adopted to approve the minutes of the Board of Directors meeting held on July 11, 2022.

4. Election of Directors. The Board next considered the election of officers for the 2022-2023 operating year. Terms will be through the next annual meeting of the Association to be held in August 2023.

Action Taken: It was moved, seconded, and unanimously adopted to elect the following officers for the 2022-2023 operating year:

Stew Squires (618), President
Fritz Sampson (633), Vice-President
John Mize (615), Secretary
Helen Evans (619), Treasurer

Carol Primdahl (653) also agreed to serve as a communication liaison for short-term rental owners.

5. Treasurer's Report, Budget, and Reserve Study Authorization. Treasurer Helen Evans reported that the Members approved the proposed and board-recommended Option 2 PRW budget for 2023, as mailed to them in advance of the meeting. The balance of the Treasurer's report was as presented at the annual meeting earlier today.

Action Taken: It was moved, seconded, and unanimously approved to confirm the actions taken by the Members at the PRW Annual Meeting held on August 20, 2022. The 2023 Budget Recommendation, as mailed to the members in advance of the Annual Membership meeting on August 20, 2022, and approved by them at that meeting is accepted making dues for 2023 for each owner \$325.00 per month, \$975 per quarter, and \$3,900 per

year. This budget includes the first year of extra assessment for reserves of \$15,000 and was the Option 2 budget presented to the members at the annual meeting held on this date. A copy of the approved budget is attached hereto as Attachment 1 and incorporated by reference.

6. Unit Owner Compliance Violation Hearings.

- a. Unit 607 Hearing (Unauthorized Use of Adjoining Driveway Bib and Unauthorized Use of RV).** President Stew Squires appointed owner Fritz Sampson to be the Association representative to present evidence of the violation described below. Proper notice of the violation and of this hearing was sent to the owners of Unit 607 as required by the Declarations and Policies and Procedures. The owners of Unit 607, Doug and Karen Spitznagle appeared at the hearing. It was reported that a short-term renter of Unit 607 parked on an adjoining driveway bib of Unit 607 without permission in violation of Declaration Section 3 and Rule A.1. of the Rules and Regulations and used a van RV as sleeping quarters in violation of Declaration 17 G. Specifically, parked in a fire lane in violation of Declaration 17 N and Rule D.2 that pro June 18, 2022, the Association received a Complaint from neighbors in 605 (Barkley) that renters in 607 parked in the 605 drive on June 17, then again on June 18 after warning. June 18 at 5 pm an association representative met with Greg Barkley and asked what was going on. He explained that on 17th the Unit 607 renters were in the Unit 605 drive. When asked why they said they were unloading and needed the room. On the 18th the renters did it again and said they were loading a baby. During the conversation it was noted that the van had not moved in 4 days, it had interior window cover on the front, rear, and on two rear quarters (so not completely shielded); and had an aftermarket RV vent installed on driver window to allow air circulation when parked. Greg Barkley was asked if the renters were sleeping in the van (thus making it an RV). He thought they "might be" but no definitive opinion. June 19, 2022, at 7:10 AM an association representative inspected the van parked on the Unit 605 drive apron. Upon inspection it was found that the van was occupied. The occupant got out of the van and admitted using it as sleeping quarters. The bedding was seen from open rear doors. The Owner was previously found to be in violation of short-term rental rules on September 21, 2020. The Spitznagles said that they have recently listed their unit for sale, and they were out of the country when the violation occurred. They were apologetic about the incident and concerned with the response from their management company when the incident was reported to it and have since been terminated the management company.

Action Taken: It was moved and seconded to assess a fine of \$150.00 for the alleged violation. The motion failed, with Fritz Sampson abstaining, and no further action was taken.

- b. Unit 613 Hearing (Fire Lane Parking Violation).** President Stew Squires appointed Owner Fritz Sampson to be the Association representative to present evidence of the violation described below. Proper notice of the violation and of this hearing was sent to the owners of Unit 613 as required by the Declarations and Policies and Procedures. The owner of Unit 613 did not appear at the hearing. It was reported that a short-term renter of Unit 13 parked in a fire lane in violation of Declaration 17 N and Rule D.2 that prohibits the parking in driveways, which are marked fire lanes in Park River West. Specifically, on May 2022 a Tesla belonging to the renter of Unit 613 was parked in front of the fire lane-no parking sign in the driveway in front of PRW, outside of the driveway bib upon which two vehicles may park. The Owner of Unit 613 was notified by text at 4:34 p.m. on that date and Skyrun Property Management, the manager of the property, was also notified. Two prior offenses for parking and occupation occurred on July 9, 2021 for which the

owner was fined, and remediation expense assessed. The Owner was previously found to be in violation of short-term rental rules on September 21, 2020.

Action Taken: It was moved, seconded, and unanimously approved, with Fritz Sampson abstaining, that Unit 613 is assessed a fine of \$150.00 for the multiple offenses committed on July 31, 2021, as specified in the Notice of Hearing. Notice of the fine and request for payment will be sent by Stew Squires to the owner of Unit 613.

Old Business.

- a. **Fire Mitigation and Weed Control.** Stew Squires reported the Larimer County weed control staff has sprayed our property for weeds at no cost to PRW. Since the last meeting Dennis McDonald, Stew Squires, and some other owners have been working to lift trees and remove some of the junipers as part of ongoing fire mitigation efforts. A larger stash pile was removed by Ben Ekeren's Park Landscaping crew but a final billing for this work has not been received. When received it will be evaluated to decide the most cost-effective way to remove stash from the property. For now, ongoing efforts will be coordinated by Dennis McDonald to continue removing the junipers from the property to remove the junipers, clean-up pine needles and do some other fire mitigation. Junipers are being cut off at ground level and stump killer placed on the stumps to prevent re-growth. Thinning of overgrown vegetation next to Units 617 and 655 will be done with volunteers or through Park Landscaping as its bid permits.
 - b. **New Hearing Policy.** Fritz Sampson emailed board members the final version of the revised policy entitled Notice and Hearing Procedures and the Schedule of Fines in advance of the meeting. These changes were needed due to changes in Colorado law made in the 2022 legislative session. Several of the board members had not had an opportunity to review the policy and it was decided to table action on it until the next meeting. (Note: Since the board meeting, an email vote was taken to approve the policy, and this will be ratified and confirmed at the next meeting). A copy of the policy is attached to these minutes as Attachment 2.
 - c. **Enviropest—Ground Squirrels.** Stew Squires reported on ground squirrel problems in PRW. Enviropest has been on site and has treated the problem.
 - d. **Website Issues.** Stew Squires reported on the status of the web site based on WordPress. Pending issues are being resolved.
7. **Next Board Meeting.** The next board meeting will be at 3:00 p.m. MDT on Monday, September 12, 2022, and will be held via Zoom conference call.
 8. **Adjournment.** There being no further business, it was moved, seconded, and unanimously approved to adjourn the meeting at 1:15 p.m. MDT.

Minutes prepared and signed: August 25, 2022

By: John W. Mize
John Mize, Secretary

Attachment 1
Park River West Condominium Association, Inc.

Option 2 Budget Report

Prepared on a Cash Basis

Income Budget	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 To August 11	2022 Budget	2023 Budget
Dues for Operating Expenses	\$ 148,977.00	\$ 169,040.00	\$ 167,722.00	\$ 163,467.00		\$ 186,540.00	\$ 210,200.00
Dues for Reserves and Long-Term Capital Expenses	\$ 26,463.00	\$ 34,960.00	\$ 36,278.00	\$ 40,533.00		\$ 41,900.00	\$ 55,000.00
Miscellaneous Income							
Reimbursed Expenses			\$ 280.00	\$ 60.00	\$ 4,350.00		
Interest Income		\$ 335.00	\$ 151.00	\$ 18.00	\$ 30.00		
Assessments						\$ 4,600.00	
Fines and Penalties		\$ 453.00	\$ -	\$ 4,755.00	\$ 605.00		
Transfer Fees	\$ 400.00	\$ 200.00	\$ 600.00	\$ 400.00	\$ 400.00		
Total Income Budget	\$ 175,840.00	\$ 204,988.00	\$ 205,031.00	\$ 209,233.00		\$ 233,040.00	\$ 265,200.00

Operating Budget	2018	2019	2020	2021	2022		2023
Administrative Expenses:							
Bookkeeping	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 2,400.00	\$ 3,600.00	\$ 3,600.00
CPA/Tax Return Preparation	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Legal and Colorado Filing Fees	\$ 45.00	\$ 425.00	\$ 2,526.00	\$ 1,492.00	\$ 475.00	\$ 800.00	\$ 800.00
Miscellaneous (Bank Fees, Mail, Copy Expense, Website)	\$ 605.00	\$ 1,991.00	\$ 1,112.00	\$ 759.00	\$ 375.00	\$ 800.00	\$ 1,000.00
Reserve Study				\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ -
Total Administrative	\$ 4,550.00	\$ 6,316.00	\$ 7,538.00	\$ 8,451.00	\$ 5,850.00	\$ 7,800.00	\$ 5,700.00
Insurance:							
Property and General Liability	\$ 23,425.00	\$ 26,700.00	\$ 30,337.00	\$ 37,899.00	\$ 48,219.00	\$ 43,600.00	\$ 55,000.00
Directors and Officers Liability Insurance	\$ 1,238.00	\$ 1,238.00	\$ 1,238.00	\$ 1,238.00	\$ 1,238.00	\$ 1,238.00	\$ 1,250.00
Business Key Policy	\$ 302.00	\$ 302.00	\$ 302.00	\$ 302.00	\$ 302.00	\$ 302.00	\$ 350.00
Total Insurance	\$ 24,965.00	\$ 28,240.00	\$ 31,877.00	\$ 39,439.00	\$ 49,759.00	\$ 45,140.00	\$ 56,600.00
Utilities:							
Sewer	\$ 40,692.00	\$ 41,284.00	\$ 41,289.00	\$ 45,848.00	\$ 12,719.00	\$ 50,900.00	\$ 56,500.00
Water	\$ 18,756.00	\$ 18,710.00	\$ 14,582.00	\$ 16,227.00	\$ 8,761.00	\$ 13,000.00	\$ 17,000.00
Electric	\$ 362.00	\$ 437.00	\$ 451.00	\$ 449.00	\$ 298.00	\$ 450.00	\$ 450.00
Total Utilities	\$ 59,810.00	\$ 60,431.00	\$ 56,322.00	\$ 62,524.00	\$ 21,778.00	\$ 64,350.00	\$ 73,950.00
Routine Recurring Maintenance (<5 Year Life Expectancy)							
Painting (Annual Expense Recurs Every 8 years Per Unit)	\$ 26,660.00	\$ 29,225.00	\$ 25,415.00	\$ 25,475.00	\$ 25,386.00	\$ 26,000.00	\$ 26,000.00
Asphalt Seal and Coating		\$ 18,233.00	\$ 12,001.00	\$ 15,750.00	\$ 16,189.00	\$ 15,000.00	\$ 16,500.00
Fences and Perimeter Maintenance			\$ 3,310.00				\$ -
Gutter Cleaning			\$ 2,880.00	\$ 2,711.00	\$ 593.00	\$ 2,600.00	\$ 2,600.00
Total Routine Recurring Maintenance	\$ 26,660.00	\$ 47,458.00	\$ 43,606.00	\$ 43,936.00	\$ 42,168.00	\$ 43,600.00	\$ 45,100.00
Landscaping:							
Mowing	\$ 927.00	\$ 3,600.00	\$ 2,677.00	\$ 4,635.00	\$ 2,575.00	\$ 4,000.00	\$ 6,000.00
Weed Control							\$ 2,000.00
Spring Cleanup	\$ 8,306.00	\$ 650.00	\$ 1,760.00	\$ 325.00	\$ 495.00	\$ 2,000.00	\$ 2,000.00
Fall Cleanup	\$ 3,474.00	\$ 1,173.00	\$ 1,115.00	\$ 766.00		\$ 2,000.00	\$ 2,000.00
Irrigation System (Spring Activation, Fall Blow Out, Repairs)	\$ 3,148.00	\$ 3,348.00	\$ 3,723.00	\$ 766.00	\$ 482.00	\$ 3,000.00	\$ 3,000.00
Snow Plowing	\$ 1,070.00	\$ 2,135.00	\$ 2,535.00	\$ 2,338.00	\$ 3,116.00	\$ 2,000.00	\$ 2,000.00
Enviropest (Disease Mitigation)	\$ 1,584.00	\$ 1,056.00	\$ 1,232.00	\$ 1,247.00	\$ 573.00	\$ 1,760.00	\$ 1,900.00
River Path Maintenance	\$ 1,273.00				\$ 11,303.00	\$ 2,000.00	
Arborist		\$ 8,545.00				\$ 6,500.00	\$ 6,500.00
Total Landscaping	\$ 19,782.00	\$ 20,507.00	\$ 13,042.00	\$ 10,077.00	\$ 18,544.00	\$ 23,260.00	\$ 25,400.00
Operating Contingency (Unexpected Expenses or Overages)	\$ 978.00	\$ 2,496.00	\$ 1,832.00	\$ 1,832.00		\$ 1,730.00	\$ 3,450.00
Total Operating Expenses	\$ 136,745.00	\$ 165,448.00	\$ 154,217.00	\$ 166,259.00	\$ 138,099.00	\$ 185,880.00	\$ 210,200.00

Reserve and Capital Improvement Budget	2018	2019	2020	2021	2022		2023
Reserve Fund Annual Contribution	\$ 26,463.00	\$ 34,960.00	\$ 36,278.00	\$ 40,533.00	\$ 18,300.00	\$ 47,330.00	\$ 55,000.00
Interest Income on Reserves Beginning Balance (3%)							\$ 5,670.00
Capital Repairs and Improvements (>5 Year Life Expectancy)							
Decks (Per Policy Up to 6 Per Year Capped at \$2500 per deck)	\$ 7,037.00	\$ 10,280.00	\$ 11,329.00	\$ 9,344.00	\$ 5,246.00	\$ 15,000.00	\$ 15,000.00
Siding Replacement (concrete siding when replaced)	\$ 245.00	\$ 779.00	\$ 814.00	\$ 1,100.00	\$ 2,301.00	\$ 700.00	\$ 5,000.00
Roofing Repair and Replacement	\$ 75.00	\$ 3,197.00	\$ 3,735.00	\$ 3,279.00	\$ 175.00	\$ 1,000.00	\$ 1,000.00
Guttering Repair and Replacement	\$ 1,606.00	\$ 304.00		\$ 665.00		\$ 1,800.00	\$ 2,000.00
Asphalt Replacement							\$ -
Tree & Plant Care (Fire Mitigation, Removal, Replacement)	\$ 9,054.00	\$ 1,370.00	\$ 1,900.00	\$ 3,503.00	\$ 548.00	\$ 2,000.00	\$ 2,000.00
River Path Maintenance	\$ 1,273.00					\$ 2,000.00	\$ 2,000.00
Capital Expense Contingency		\$ 770.00	\$ 395.00			\$ 430.00	\$ 3,000.00
Total Capital Repairs and Improvements	\$ 19,290.00	\$ 16,700.00	\$ 18,173.00	\$ 17,891.00	\$ 8,270.00	\$ 22,930.00	\$ 30,000.00
Balance Added to Reserve Account	\$ -	\$ -	\$ -	\$ -		\$ 24,400.00	\$ 30,670.00
Total Reserve and Capital Improvement Budget	\$ 26,463.00	\$ 34,960.00	\$ 36,278.00	\$ 40,533.00	\$ 34,840.00	\$ 47,330.00	\$ 60,670.00

Dues History Per Unit	2018	2019	2020	2021	2022		2023
Annual	\$ 2,580.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,360.00	\$ 3,360.00	\$ 3,900.00
Quarterly	\$ 645.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 840.00	\$ 840.00	\$ 975.00
Monthly	\$ 215.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 280.00	\$ 280.00	\$ 325.00

Reserve Balance at End of Year	2018	2019	2020	2021	2022 Year to Date	2022	2023
Annual	\$ 102,824.22	\$ 107,924.22	\$ 144,108.00	\$ 164,521.00	\$ 183,171.78	\$ 189,000.00	\$ 219,670.00

Attachment 2
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 20, 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 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:

1. Violation of Law governing short-term rentals.

2. Violation of any law, rule, bylaw, declaration or policy governing grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short-term renter, or failure to maintain heat in a Unit,

3. Damage to the Common Elements.

4. Violation of any law, rule, bylaw, declaration or policy governing maintaining a nuisance, pets, maintaining the peace, noise infringing upon another Unit, and sanitation.

2. DUE PROCESS

A. Complaints. The Association recognizes that complaints arise in any number of contexts, and that the Board as a whole and individual Board member may receive complaints in writing, but most often verbally from Unit Owners or by a Board Member's own observation. Notice of a violation received orally or by observation shall be given the same treatment as one received in writing.

B. Informal Action. In compliance with the statutory policy dictated by C.R.S. 38-33.3-209.5(2) The Association policy is to deal with complaints as soon as practicable and in a respectful neighborly fashion without resort to punitive action. Upon initial receipt of a complaint by the Board as a whole or an individual Member, a Board Member may determine if a violation is occurring immediately. If such is the case, then the President or any other Board Member shall contact the Unit Owner or his/her Agent by any method to inform the Unit Owner of the violation and request that it cease. Such contact shall be deemed to be Notice under C.R.S. 38-33.3-209.5(2)(I). The terms of C.R.S. 38-33.3-209.5(2)(I) provides that the Association *may* provide notice in the manner set out in C.R.S. 38-33.3-209.5(1.7). The Association elects to forego such Notice, and in its place provide actual notice to the Unit Owner and/or Agent. If the Unit Owner complies and there is no cost of repair, no further action will be taken, but the violation shall be noted so that it might be taken into account if there are repetitive violations.

C. Response to Noncompliance – Initial. If after an informal contact concerning the violation the Unit Owner (including the officer, agent, tenant, guest, or permissive occupant of an Owner) refuses to cease the violation or persists in the violation or repeats the violation, a Board member shall have the authority to take action to immediately rectify the violation where the violation impacts public health, safety, parking, access, noise, violation of law, occupation of Limited Common Element of another Owner, or protection of the General Common Elements. The expense of remediation of the violation shall be noted and submitted to the Board to institute formal action.

D. Right To Cure. In compliance with the provisions of C.R.S. 38-33.3-209.5(1.7)(b)(II) the following policies and procedures are adopted:

1. **Non-Safety Violations Capable of Cure** – In all cases where a violation can be ascribed to a condition created by the Unit Owner, not involving grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, (e.g. installation of non-complying lighting) the Owner shall be given notice by Certified Mail – Return Receipt Requested that he/she must cure the violation within 30 days from the date of mailing the notice. The Association adopts a policy of automatically granting two consecutive 30-day periods to cure before legal action will commence. Any Board member may initiate such Notice. The Notice shall be in the form attached to this policy and made a part hereof by reference.
2. **Safety and Health Violations Capable of Cure** - In all cases where a violation can be ascribed to a condition created by the Unit Owner or vicarious person, not involving grills, open fires, fire lanes, flammable material, access by emergency vehicles, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, but otherwise impacting the Safety and Health without immediate danger or harm to the Association or any person, the Owner shall be given written notice that he/she must cure the violation within 72 hours or a fine may be incurred. Any Board member may initiate such Notice. Any writing shall be deemed written notice, including but not limited to e-mail, text message, and posting at the Unit. No particular form of Notice shall be required, but the Notice shall be sufficiently particular so that the Owner is informed what action is required to cure and a fine is possible if not cured.
3. **Safety and Health Violations Incapable of Cure** – Violations exist that are complete when committed, are incapable of cure, and may incur a fine. By way of example and not limitation, an open fire on limited or general common elements cannot be permitted to persist for 72 hours notification. Nor can a grill fire or heat damage to a Unit be rectified within 72 hours without consequence. Nor can a person impair emergency vehicle access to Units or park in a fire lane with a 72-hour grace period to move. In all cases where a violation can be ascribed to the Unit Owner or vicarious person involving grills, open fires, fire lanes, access by emergency vehicles, storage of flammable material, parking, prohibitions in Declaration sections 17 G and N, occupation of the apron of another Unit Owner, blocking access to a Unit, excess occupation of a Unit by a short term renter, failure to maintain heat in a Unit, violation of law, or damage to the Common Elements, the Owner or any occupier of the Unit shall be given notice that he/she must cease the violation immediately. Any Board member may initiate such Notice. Notice shall be by any means including verbal, phone, text, or email. No particular form of Notice shall be required, but the Notice shall be sufficiently particular so that the Owner or other occupier has notice to immediately cease the dangerous conduct,

rectify the violation immediately, and that a fine may be imposed. A notice of Safety and Health Violations Incapable of Cure given to an Owner is deemed given to any occupier or vicarious person, and a notice given to an occupier or vicarious person is deemed given to the Owner.

D. Formal Action. In all cases where a violation persists after informal action or violations are repetitive or where remediation expense has been incurred to remedy a violation, or a fine may be imposed after a notice to cure, the matter shall be placed on the agenda of a meeting of the Board for consideration. If the Board determines that the collection of remediation expense is appropriate or a fine may be imposed for the violation, then a Hearing before the Board shall be held upon written notice to the Unit Owner in the method dictated by Declaration Sec 25B (hearing in no more than 30 days after notice, decision no more than 15 days after hearing) and containing the detail of the alleged violation and prospective fine, together with any other content required by Declaration Sec. 27. The Hearing shall be that provided for in Declaration Sec. 27 (Fines) and no second hearing under that provision shall take place. The Hearing is a meeting of the Board, and other business may be taken up before or after the Hearing. The Hearing shall be in open session unless the Owner shall request that the proceedings be conducted in executive session pursuant to C.R.S Section 38-33.3-308(4)(e).

E. Conduct of Hearing. The President of the Association or her designee shall act as the presiding officer at the Hearing. The President or her designee shall appoint one Board Member (Advocate Member) or a duly licensed Colorado attorney to present the case for a violation when there is no third-party advocate complaining, such as a complaining Unit Owner. The Board of Directors, including the President, acting as a whole deliberative body shall first hear the presentation of facts by the Advocate Member, Association Attorney, or third-party complainant. Then the alleged Unit Owner violator or her designee shall be entitled to present her case in opposition or mitigation. If an alleged violator Unit Owner shall fail to appear at the time and place of Hearing, he/she shall be deemed to have waived the right to present a case and the Hearing shall proceed in his/her absence. The President shall have authority to limit the time allotted to both the advocate for the complaint and the Unit Owner for their respective presentation, including time allotted to the Directors to pose questions to the parties. Each party shall be allotted time to present a rebuttal and final argument to the Board after the presentations shall be concluded.

F. Deliberations. Deliberations shall take place within 14 days after the Hearing is concluded. Any Board Member, including the Advocate Member if so appointed, may recuse himself or herself prior to deliberation if he or she feels that he/she cannot act as an impartial decider of fact even if he or she would not otherwise be disqualified by the terms of the CCIOA. The deliberations and the Decision shall take place in open session, except that the Board may go into executive session and outside the presence of witnesses or the alleged violator whenever permitted by the terms of C.R.S. Section 38-33.3-308(3) to (7) inclusive.

G. Decision. The Decision of the Board shall be in writing, made no more than 15 days after the close of the Hearing, and conveyed to the Unit Owner in the manner required by Declaration Sec. 25A. That is, by personal delivery or by regular US First Class Mail,

postage prepaid to the Declaration Sec. 20A address provided by the Unit Owner. If no violation is found, then the Decision shall so state. If a violation is found to exist, then the Decision shall set forth the Declaration provision and/or Rule violated, the number of times the Unit Owner has previously been found to be in violation of the Declaration or Rules, the amount of any fine imposed, costs of remediation assessed, and attorney fees incurred and assessed.

H. Schedule of Fines. The Schedule of Fines set out in Declaration Sec. 27 governs, together with the authority of the Association in Declaration Sec 27 and Sec 13 to impose the costs and attorney fees upon a Unit Owner found to be in violation. Generally, a first offense fine is \$25; a second offense, \$50; and, a third offense \$150, plus costs and attorney fees. Declaration Sec 13 empowers the Association to collect the costs of remediation (damages) as well as costs and attorney fees for all violations.

ENFORCEMENT

A. No Violation. If the Decision is that no violation has occurred, no penalty or costs shall be imposed on a Unit Owner, whether the alleged violator or a complainer.

B. Violation. Where a violation has occurred, the Decision shall be sent to the Unit Owner/violator in the manner required by Declaration Sec. 25A. The Association is empowered to collect upon the Decision after non-payment 30 days from the date of the Decision, including the imposition of lien upon the offending Unit, but subject to Arbitration.

EFFECTIVE DATE

This amended Policy shall apply to all situations, conditions and violations requiring enforcement on and after August 10, 2022. Situations, conditions, and violations prior to that date are governed by the policy and procedures as amended and adopted November 16, 2020.

Park River West Condominium Association, Inc.

By:

Stewart Squires, President

Attest: _____
John Mize, Secretary