WOODBRIDGE STATION HOMEOWNERS ASSOCIATION, INC.

Resolution of the Board of Directors Rules & Regulations: Fines & Penalties for Non-Compliance (Revised May 1, 2007)

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodbridge Station Homeowners Association, Inc. as recorded on October 23, 1995 empowers the Board of Directors for the Woodbridge Station Homeowners Association, Inc. to adopt rules and regulations per Article 8, Section 8.16 and whereas Article 8, Section 8.17 empowers the Board of Directors for the Woodbridge Station Homeowners Association, Inc. to enforce the Declaration and Rules and Regulations by several means, including the levying and collection of fines.

THEREFORE BE IT RESOLVED, that the Executive Board Woodbridge Station Homeowners Association, Inc. has **revised** and adopted the following Rules and Regulations for establishing fines and penalties for not complying with the Covenants of Woodbridge Station Community:

Discovery: Covenant enforcement is conducted using to methods of discovery, reactive and proactive. Reactive enforcement - Once violations to the Declaration of Covenant, Conditions and Restrictions for Woodbridge Station Homeowners Association, Inc. are discovered by a homeowner or board member the violations and their locations (addresses) would need to be conveyed to the management company to verify as an impartial third party who will record the reported and observation dates to use to generate a notice to the violator. Proactive enforcement — A Covenant officer is provided by the management company to drive and/or walk through the community to observe violations to the Covenant documents. As a violation is observed, the Covenant officer will record the type of violation, address and date observed to use when a letter is generated to the violator.

Notice of Violation: Written notice will be given to the suspected violating association member outlining the covenant that is in violation. The notice will have the date of the observed violation and the date mailed. The notice will be sent by pre-paid first class mail and will be sent to the most recent known address of the association member in violation or personally delivered to that address. A representative of the association governing body or the association manager and/or his agents will sign the notice. The proposed penalty for non-compliance to the covenant will be reflected on the notice also. The notice will be sent or given at least fifteen (15) days before the effective date of the penalty. Should the violation be corrected before the penalty date, no penalty will be assessed.

Right to Appeal: Should the association member (homeowner) believe that there is no violation present on their property or a special circumstance exists and/or that the association board is incorrect, the association member has the right to appeal. The appeal of the alleged violation must be made, in writing, and submitted within seven (7) days from the postmarked date of mailing of the original violation notice. The appeal should include any information or supporting evidence needed to bring clarity to the issue. The association board of directors may want to retract their actions at that time the appeal is given to the board and notify the association member of the action or will schedule a date to hear the appeal. No fines will accrue while awaiting a hearing.

<u>Second Notice:</u> If the member has not responded in writing or corrected the violation within seven (7) days of the date of the notice, another notice (Second Notice) including at least the same information as the original notice will be mailed or delivered to the association member/violator. The fine assessed to the type of violation will start to accrue after fifteen (15) days from the date of the first notice.

Final Notice: Once a fine has accrued \$200.00 or over without resolve or compliance, the fines generated from the continued violation will be converted to a lien on the property. The issue will be referred to the legal counsel for the association and may be processed within the district courts of Adams County. A final notice will be sent to the association member in question by the association's legal counsel. A final fifteen (15) days to comply will be provided. The fine will still accrue. All legal charges will be forwarded to violating member or the loosing party in court. Fines, court fees, legal fees will be assessed to the violator should a case be withdrawn by the violator before a judgment from the court can be given.

Board of Directors Review: The board of directors shall have the authority to establish a finding of violation against an association member and remedies that may include any, or all, of the following: fines, property liens, legal cost and rectification of the violation or violations by the association with all expenses being charged to the violating member. The decision of the board of directors shall be final and binding upon the association member. The board shall retain any legal service that may be required to collect from the violating member all costs incurred by the association, including attorney fees, whether or not judicial action has been commenced, for the proceeding and to enforce the findings and remedies.

Fines and Penalties: The following is a schedule of the maximum fines that may be levied against an association member for violations of the provisions of the Declaration or Rules and Regulations of the association. Fines will commence upon the mailing or postmark date of the Second Notice. However, if the association member has submitted the 'right to appeal" the violation in the prescribed manner and is awaiting the hearing date, the fine will be held in abeyance pending the outcome of that hearing. All legal and other costs incurred by the association will be assessed in addition to the fines.

Violation	Maximum Fine
Lack of landscaping (Declaration of Covenants 3.2)	\$100.00 per week
Lack of maintenance (Declaration of Covenants 3.2)	\$100.00 per week
Nuisance/Offensive activity (Declaration of Covenants 3.6)	\$100.00 per week
Annoying sounds/Odors/Lights (Declaration of Covenants 3.7)	\$25.00 per offense
Hazardous Activities (Declaration of Covenants 3.8)	\$100.00 per week
Unsightly Conditions (Declaration of Covenants 3.10)	\$20.00 per day
Weeds (Declaration of Covenants 3.11)	\$100.00 per week
Garbage and trash (Declaration of Covenants 3.12)	\$100.00 per week
Vehicle repairs (Declaration of Covenants 3.17)	\$50.00 per day
Prohibited vehicles (Declaration of Covenants 3.18)	\$20.00 per day
Air conditioning/heating (Declaration of Covenants 3.20)	\$100.00 per week
Unapproved sign (Declaration of Covenants 3.21)	\$20.00 per day

Fines exceeding \$200.00 in accrual are subject to stronger legal action and can be forwarded to the association's lawyer for processing through the District Courts or collection through Small Claims Court.

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The undersigned directors hereby approve the forgoing resolution as of the	is / 57	_day of
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State of Colorado))			
County of Adams)) ss			
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