

## **FINES POLICY OF LEWISTON TOWNHOUSE CONDOMINIUM ASSOCIATION**

### **ARTICLE 1. INTRODUCTION**

The Executive Board of LEWISTON TOWNHOUSE CONDOMINIUM ASSOCIATION (the "Board"), pursuant to its authority as stated in Article 12.4 of the Condominium Declaration for the Lewiston Townhouse Condominium Association dated November 13, 1979, and amended thereafter, hereby adopts this Records Policy (the "Policy") for the LEWISTON TOWNHOUSE CONDOMINIUM ASSOCIATION ("Association").

This Policy shall set out the procedures under which fines shall be imposed on the property owners of the Lewiston Townhouse Condominiums by the Association.

### **ARTICLE 2. PURPOSE AND EFFECT**

All fines imposed by the Association under this Policy shall be collected according to the Collections Policy of LEWISTON TOWNHOUSE CONDOMINIUM ASSOCIATION.

### **ARTICLE 3. FACT-FINDING PROCESS**

- 3.1 Right to a fact-finding process. Prior to the imposition of a fine for a given violation of the governing documents of the Association, a member/owner has the right to a fair and impartial fact-finding process concerning whether the alleged violation actually and whether the member/owner is the one who should be held responsible for the violation.
- 3.2 Structure of the process. The fact-finding process shall, at a minimum, guarantee the member/owner notice and an opportunity to be heard before an impartial decision maker. The process may otherwise be informal in nature and shall be formed on an as-needed basis by the Board under such authority as the Board chooses to exercise for such purpose.
- 3.3 Impartial decision maker. Under this Policy, "impartial decision maker" means a person or group of persons who have 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 and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.
- 3.4 Notice. Notice under this Policy requires notice regarding the nature of the alleged violation, the action or actions required to cure the alleged violation, and the timeline for the fact-finding process. The Association will send the member/owner the notice by certified mail, return receipt requested, and by either of the following two methods: A) First-class mail; or B) Email to an email address that the Association has on file because the unit owner has provided the email address to the Association.
- 3.5 Allocation of costs of fact-finding. If, as a result of the fact-finding process, it is determined that the member/owner should not be held responsible for the alleged violation, the Association shall not allocate to the member/owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or hearing

the claim. Notwithstanding any provision in the declaration, bylaws, or rules and regulations of the Association to the contrary, a member/owner shall not be deemed to have consented to pay such costs or fees.

#### ARTICLE 4. INTERVALS FOR FINE IMPOSITION

- 4.1 Interval for late fees. Non-payment of assessments, fines, fees, or other charges due to the Association shall constitute a continuing violation that shall be fined with a “late fee” (see schedule below), but late fees shall not be assessed on a daily basis and shall instead be assessed following ten (10) days of nonpayment and at an interval of every thirty (30) days thereafter.
- 4.2 Interval for other violations. Other violations of the declaration, bylaws, covenants, or other governing documents of the Association that constitute continuing violations shall receive additional fines for as long as the violation continues, at an interval of every seven (7) days following the imposition of the original fine, at an amount indicated in the schedule below.

#### ARTICLE 5. SCHEDULE OF FINES

<b>VIOLATION</b>	<b>FINE</b>	<b>ADDITIONAL</b>
Late fee (nonpayment after ten-day grace period)	\$35	\$35 (every 30 days)
Parking Violation	\$25	\$50 (every 30 days)
All other violations of the governing documents	\$25	\$50 (every 30 days)

#### ARTICLE 6. MISCELLANEOUS

- 6.1 Communication preferences of unit owners. A member/owner may identify another person to serve as a designated contact for the member/owner to be contacted on the unit owner's behalf for purposes of this Policy. A member/owner may also notify the Association if the member/owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. The member/owner will notify the Board of the identity of a designated contact by first class mail and email.
- 6.2 Cure Process. The Association adopts the statutory cure process described in Colorado Revised Statutes §38-33.3-209.5(1.7)(b), included on the following pages, as amended in 2022, as part of this section 7.3. The Association will follow the most recently-revised version of the Colorado Revised Statutes when adhering to the statutory cure process. The Association recommends that unit owners refer to the latest version of the Colorado Revised Statutes for a full understanding of that process; the following text is included only for reference.

COLORADO REVISED STATUTES §38-33.3-209.5(1.7)(b)(II)-(VI)  
The “Cure Process”

(II) (A) With respect to any violation of the declaration, bylaws, covenants, or other governing documents of an association that the association reasonably determines threatens the public safety or health, the association shall provide the unit owner written notice, in English and in any language that the unit owner has indicated a preference for correspondence and notices pursuant to subsection (1.7)(a)(I) of this section, of the violation informing the unit owner that the unit owner has seventy-two hours to cure the violation or the association may fine the unit owner.

(B) If, after an inspection of the unit, the association determines that the unit owner has not cured the violation within seventy-two hours after receiving the notice, the association may impose fines on the unit owner every other day and may take legal action against the unit owner for the violation; except that, in accordance with subsection (8)(c)(I) of this section, the association shall not pursue foreclosure against the unit owner based on fines owed.

(III) (A) If an association reasonably determines that a unit owner committed a violation of the declaration, bylaws, covenants, or other governing documents of the association, other than a violation that threatens the public safety or health, the association shall, through certified mail, return receipt requested, provide the unit owner written notice, in English and in any language that the unit owner has indicated a preference for correspondence and notices pursuant to subsection (1.7)(a)(I) of this section, of the violation informing the unit owner that the unit owner has thirty days to cure the violation or the association, after conducting an inspection and determining that the unit owner has not cured the violation, may fine the unit owner; however, the total amount of fines imposed for the violation may not exceed five hundred dollars.

(B) An association shall grant a unit owner two consecutive thirty-day periods to cure a violation before the association may take legal action against the unit owner for the violation. In accordance with subsection (8)(c)(I) of this section, an association shall not pursue foreclosure against the unit owner based on fines owed.

(IV) If the unit owner cures the violation within the period to cure afforded the unit owner, the unit owner may notify the association of the cure and, if the unit owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the unit owner sends the notice. If the unit owner's notice does not include visual evidence that the violation has been cured, the association shall inspect the unit as soon as practicable to determine if the violation has been cured.

(V) If the association does not receive notice from the unit owner that the violation has been cured, the association shall inspect the unit within seven days after the expiration of the thirty-day cure period to determine if the violation has been cured. If, after the inspection and whether or not the association received notice from the unit owner that the violation was cured, the association determines that the violation has not been cured:

(A) A second thirty-day period to cure commences if only one thirty-day period to cure has elapsed; or

(B) The association may take legal action pursuant to this section if two thirty-day periods to cure have elapsed.

(VI) Once the unit owner cures a violation, the association shall notify the unit owner, in English and in any language that the unit owner has indicated a preference for correspondence and notices pursuant to subsection (1.7)(a)(I) of this section:

(A) That the unit owner will not be further fined with regard to the violation; and

(B) Of any outstanding fine balance that the unit owner still owes the association.

SIGNATURES

Signed by:  
  
0358A91DB3DB418...  
PRESIDENT

1/12/2026  
DATE

Signed by:  
  
5391532B52BA418...  
SECRETARY

1/12/2026  
DATE