

Looking Glass Owners Association, Inc.

Policy Regarding Enforcement of Covenants and Rules

The following procedures have been adopted by Looking Glass Owners Association, Inc. (the "Association") pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors (the "Board").

Purpose: To adopt a policy governing enforcement of covenants and rules, including notice and hearing procedures and the schedule of fines;

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy to govern the enforcement of covenants and rules:

1. Power. The Board shall have the power and duty to hear and make decisions regarding violations and written complaints filed with the Board pursuant to these policies and procedures. The Board may determine enforcement action on a case by case basis and take other actions as it may deem necessary and appropriate to assure compliance with the Master Declaration of Covenants, Conditions and Restrictions for Looking Glass Owners Association, Inc. (the "Declaration"), the Association's Bylaws and rules and regulations promulgated thereunder, and to create a safe and harmonious living environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Association's rules and regulations, Declaration, Bylaws or Articles of Incorporation (collectively, the "Documents"). The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control.

2. Fine Policy, Notice and Hearing Procedures.

a. Fine Policy. The Association may levy fines for violations of the Documents in accordance with the following notice and hearing procedures.

b. Notice of Violation ("Notice"). The Notice of Violation process is as follows:

i. The Association or any Member of the Association (the "Complainant") may note a violation. If noted by a Member, the Member should report the violation in writing to the Association at the Association's address.

ii. The Board will verify the violation and issue a written Notice to the allegedly violating Owner (the "Respondent"), in English and in any language that the Owner has notified the Association in writing as Owner's preference for communication, (1) if the Board reasonably determines that the violation threatens the public safety or health, by at least one of the following means, at the Board's discretion: (A) First Class Mail; (B) Text Message to a cell number that the Association has on file for the Owner (if the Owner has provided the cell number to the Association); or (C) Email to the Owner (if the Owner has provided an email

address to the Association), or (2) for other violations, by certified mail, return receipt requested.

iii. The Notice shall: (1) address the details of the violation; (2) advise of the action or actions required to cure the violation and time within which the Owner must cure the violation (which shall be at least 72 hours with respect to violations the Board reasonably determines that the violation threatens the public safety or health, and at least 30 days with respect to other violations); (3) advise of the action to be taken and the reasons therefor if the violation is not cured; (4) advise of the Respondent's right to be heard by the Board or by a tribunal appointed by the Board by requesting in writing a hearing, which request must be received by the Board within ten (10) days after the notice has been given; and (4) advise of the effective date of the action to be taken. The following Certificate of Mailing shall be sufficient for evidencing the mailing required by this Section:

CERTIFICATE OF MAILING

This is to certify that on _____, _____, I mailed a true and correct copy of the foregoing Notice, by _____, and addressed to:

Signature of Managing Agent

iv. A Request for Response in substantially the following form shall be included in the Notice. Additional information may be included at the discretion of the Board or the Association's managing agent.

Request for Response

"You have the opportunity to be heard, orally or in writing, by the Board of Directors or a tribunal appointed by the Board of Directors, with respect to the violations described in the Notice or any fines or other action taken by the Association with respect thereto. To be heard, you must make a written request for a hearing or make a written response to the Notice. The request or the response must be filed with the Board of Directors not later than ten (10) days after this notice was mailed. Your request or response must respond to the charges set forth in the Notice. If you fail to file a request for hearing or a response within such time period, the Board of Directors may proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Notice based on all relevant facts and circumstances. The Board of Directors may rule that your failure to request a hearing or

respond constitutes a No-Contest plea to the Notice. You should be aware that failure to cure any violations set forth in the notice may result in fines being issued prior to any such hearing, which shall be payable in the event that the Board or tribunal does not rule in your favor.”

c. Requests for Hearing. Any Owner who disputes the Notice, or who feels there are mitigating circumstances, has the right to request a hearing before the Board. To request a hearing, the Owner must contact the Association in writing within ten (10) days after the effective date of the Notice. The Association’s Executive Board shall then set a date for the hearing. The Board will decide if any potential conflict of interest exists on a case-by-case basis. The purpose of the hearing is to (1) determine if there was a violation as set forth in the Notice; (2) determine if there are mitigating circumstances; and (3) make arrangements for bringing the violation into compliance over a period of time if warranted.

The hearing process will not and cannot be used to determine if a particular provision of the Association Documents is desirable.

d. Hearing. If the Respondent files a written request for hearing or a response to the Notice, the Board shall set the matter for hearing, which may be the next regularly scheduled meeting of the Board, but in no event sooner than fifteen (15) days after mailing a Notice of Hearing. Each hearing shall be held at the scheduled time, place and date. The Board may grant continuance(s) for good cause. The Board may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit the Board to reach a just decision. Neither the Complainant nor the Respondent must be in attendance at the hearing, but both are encouraged to attend. Any party may elect not to present evidence at the hearing. Action taken by the Board shall be fair and reasonable taking into consideration all of the relevant facts and circumstances. Each hearing shall be open to attendance by all Members of the Association.

3. Decision. If a request for hearing is not made, the Board shall render its decision based on the information contained in the Notice and any written response, considering all of the relevant facts and circumstances. If a request for hearing is made, after all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its decision(s) taking into consideration all of the relevant facts and circumstances. The Board’s decision shall have an effective date no sooner than five (5) days after the hearing. If the Board overturns the assessment of penalties, the Managing Agent shall refund any payment already made by the Owner or, if no payment has yet been made, any Assessment for such penalties shall be removed from the Owner’s next billing invoice. Each party shall be responsible for their own expenses, if any, incurred in completing the resolution and hearing process; provided, that if the Board overturns the assessment of penalties, the Owner shall not be allocated, through Assessments or otherwise, any of the Association’s costs and expenses in connection therewith.

4. Enforcement, Attorneys' Fee and Fines.

a. Violations Threatening Public Safety or Health. If a violation set forth in a Notice that threatens the public safety or health has not been cured within 72 hours (or such longer period set forth in the Notice), as verified by an inspection conducted by the Association as soon as practicable after the 72-hour cure period has passed, the Association may impose fines on the Owner as set forth herein as frequently as every other day, and take other legal action, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief, damages or both, against the Owner under applicable law, subject to the Owner's right to a hearing set forth above.

b. Other Violations. If a violation set forth in a Notice that does not threaten the public safety or health has not been cured within 30 days (or such longer period set forth in the Notice), as verified by an inspection conducted by the Association within 7 days after the expiration of such cure period, the Association may impose fines on the Owner as set forth herein. In such event, the Association shall again send a Notice to the Owner providing an additional 30-day period in which to cure the violation, failing which the Association shall have the right to impose additional fines as set forth herein (provided, that all fines for the same violation shall not exceed \$500 in total) and take other legal action, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief, damages or both, against the Owner under applicable law.

c. Notice Regarding Cure. If the Respondent cures the violation within any Cure Period, the Owner may send the Association a written notice thereof. If the Owner includes visual evidence that they have cured the violation, the violation is deemed cured on the date the Owner sends the notice. If the Owner does not provide visual evidence with the Owner's notice, the Association shall inspect for compliance as soon as practicable after receiving the notice. Upon any cure of a violation, the Association shall provide the Owner with written notice (in English and in any language that the Owner has notified the Association in writing as Owner's preference for communication) that the Owner will not be further fined with regard to the violation, and any outstanding fine balance that the Owner still owes the Association.

d. Financial Penalties.

i. The Board hereby establishes the financial penalties for violation of or noncompliance with the Documents by an Owner or a Related User, as follows:

Fines for Health and Safety Violations

First Violation (Notice)	\$500
Second Violation (any failure to cure First Violation within 72 hours)	\$250/day every other day until resolved

Fines for Other Violations

First Violation (first Notice)	\$100
Second Violation (second Notice)	\$200
Third or Subsequent Violations (third or subsequent Notices)	\$200

ii. Any penalty assessed, if not voluntarily paid to the Association before the next scheduled payment of dues, shall be added to the next billing statement and is payable within 30 days thereafter. If, after the opportunity to be heard, a violation or series of violations is deemed to have occurred, the penalties shall be assessed from the date of the first violation and added to the next billing statement. Any unpaid amount shall be charged against the Owner's Lot and shall be collectible as any other debt charged against the Lot, subject to the provisions of the Act. Nothing herein shall operate to limit the Association's remedies, and the Association may enforce the Documents by any means available to the Association, including the levy of fines, suspension of rights or a lawsuit to force compliance and may seek injunctive relief or damages, may use any self-help remedies authorized by the Documents, and may seek from any violator reimbursement of all attorney's fees and costs incurred by the Association. If the violation involves damage to Association property, the violator shall pay the costs of repair or replacement. In the event the Board determines the violator habitually violates the Documents, the Board may revoke the violator's privileges for a period commensurate with the offenses, except that any suspension of voting rights of an Owner shall not exceed 60 days following any violation by such Owner unless such breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues and for up to 60 days thereafter.

5. Modification. The Board reserves the right, from time to time, to amend or repeal these policies and procedures, subject to any limitations placed on the Board in the Documents or by law.

7. Violations or Offenses that Constitute Present Danger. If, in its sole discretion, the Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the community or an individual, or that a habitual offender has not previously responded to violation notices, the Board may seek any remedy available at law or in equity in a Court of competent jurisdiction.

8. Miscellaneous.

a. Failure by the Association to enforce any provision of these policies and procedures shall in no event be deemed to be a waiver of the right to do so thereafter.

b. The provisions of these policies and procedures shall be independent and severable. The invalidity of anyone or more of the provisions hereof by judgment or court

order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

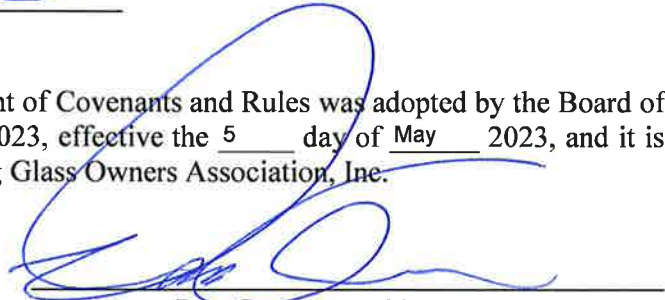
c. The use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders. The captions are inserted only as a matter of convenience and are in no way to be construed to define, limit or otherwise describe the scope of these policies and procedures.

Looking Glass Owners Association, Inc.



Don Guerra, President

This Policy Regarding Enforcement of Covenants and Rules was adopted by the Board of Directors on the 25 day of April 2023, effective the 5 day of May 2023, and it is attested to by the Secretary of the Looking Glass Owners Association, Inc.



Don Guerra, President