

EXHIBIT "D"

INITIAL RULES AND REGULATIONS

These Rules and Regulations (the "Rules") have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association. Terms which are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Chatfield Corners (the "Declaration") shall have the same meaning herein, unless defined otherwise in these Rules.

I. GARBAGE AND TRASH.

- A. No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up. To reduce potential bear and other wildlife problems, refuse must be disposed of as follows:
1. Prior to disposal, any refuse that might attract bears or other wildlife shall be kept within the garage or enclosed structure in a suitable receptacle with a tight-fitting lid, or, if stored outside overnight, shall be contained within individual bear-proof container approved by the Association;
 2. Trash containers shall be taken to the collection point the morning of collection and shall not be put out the night before the morning of collection;
 3. There shall be no dumps or underground disposal of refuse within the Planned Community; and
 4. Compost piles shall consist only of leaves, grass, branches, or other plant matter and shall not contain any food items.

II. PETS.

- A. No animals, live stock or poultry of any kind, including horses, shall be raised, bred or kept on any Lot, except that domesticated birds or fish and other small domestic animals permanently confined indoors will be allowed, provided that they are not kept, bred, or maintained for any commercial purpose.
- B. An Owner may have an aggregate of not more than three (3) domesticated animals (e.g., two cats and one dog) per household, subject to all applicable local ordinances. The Executive Board, in its sole discretion, may reasonably restrict the household pet from being kept on a case-by-case basis.
- C. In no event will any dog whose breed is known for its viciousness or ill temper, in



particular, the American Staffordshire Terrier (known as a "Pitt Bull Terrier"), Rottweiler, Doberman Pincher or German Shepherd, be permitted in the Planned Community, nor any animal of any kind that has venom or poisonous capture mechanisms, or if let loose would constitute vermin, will be allowed in the Planned Community. The Association reserves the right to make a determination that any particular pet is too dangerous to be allowed in the Planned Community. No animal of any kind shall be permitted which in the sole opinion of the Association makes an unreasonable amount of noise or odor, is a nuisance, or is a threat to public safety.

D. Pet owners shall clean up after their pet(s) and dispose of any bodily wastes in suitable containers. Pets shall not be allowed to damage grass, shrubs, trees or any other portion of the open space properties. Expenses and costs resulting from damage to shrubs, trees, or open space properties will be the responsibility of the Owner of the Lot at which the responsible pet is kept.

E. Pets, including dogs and cats, shall not be allowed to roam unrestrained on the Open space properties or outside the Owner's Lot.

F. Pets shall not be chained or tethered outdoors, unattended, so as to become an Annoyance or nuisance to others from barking or such other cause.

G. Pets shall not be fed outside.

H. Animals must be licensed as required by law.

I. With the exception of bird feeders, the feeding, baiting, salting, or other means of Attracting wildlife is prohibited.

J. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet Owner or such Owner's representative.

K. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet, and shall be responsible for all costs incurred by the Association or its agent as result of noncompliance with these animal and pet regulations.

L. When outside the residence on an Owner's Lot, dogs shall be confined by: (1) confinement in an area bounded by an above-ground fence; (2) confinement in a kennel; (3) confinement in an area bounded by an invisible electric fence attached to the Owner's residence; or (4) a leash attached to a person. Dogs shall not be allowed to chase or molest persons or their property, wildlife or domestic animals.

M. Dogs shall not be allowed to bark continuously, which shall be defined as barking for a fifteen (15) minute period, including successive barks or a series of barks which repeat or resume following a brief to temporary cessation.



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N. Any violation of the Declaration or of these Rules and Regulations concerning pets, shall subject an Owner to the rights and remedies allowed or provided the Association in the Declaration, and shall also subject the Owner to a reasonable fine assessment imposed by the Association, after notice and a hearing, as follows:

1. First Offense/Violation: Written notice warning letter to pet owner and/or Owner.
2. Second Offense/Violation: A minimum \$100.00 fine may be assessed against the Owner, except for a violation of section II C, which shall carry a minimum fine of \$500.00 per day until cured.
3. Third Offense/Violation: A minimum \$200.00 fine may be assessed against the Owner.
4. Fourth Offense/Violation and each subsequent Offense/Violation: A minimum \$500.00 fine may be assessed against the Owner.
5. Fifth or Continuing Offense/Violation: The Association may take action to Have the pet removed from the Planned Community by mandatory injunction or otherwise.

III. MOTOR VEHICLES/PARKING.

A. Vehicle Repairs. No maintenance, servicing, repair, mechanical work, body work, engine work, dismantling or repainting of any type of vehicle, boat. Machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of such activity from the street and from other Lots. No work may be conducted or carried on so as to become an annoyance, nuisance, eyesore or hazard. Car washing will only be permitted in the Lot Owner's driveway. In the event of violation hereof, in addition to the rights and remedies available under the Declaration, a reasonable fine may be assessed, after notice and hearing, as follows:

- a. First Offense/Violation: Written notice warning letter to pet owner and/or Owner.
- b. Second Offense/Violation: A minimum \$100.00 fine may be assessed against the Owner and/or vehicle owner.
- c. Third Offense/Violation: A minimum \$200.00 fine may be assessed against the Owner and/or vehicle owner.
- d. Fourth Offense/Violation: A minimum \$500.00 fine may be assessed against the Owner and/or vehicle owner.

B. Trailers, Campers and junk Vehicles. No boat, camper (on or off supporting vehicles), trailer, truck, industrial or commercial vehicle (both cabs or trailers),



towed trailer unit, motorcycle, disabled, junk or abandoned vehicles, motor home, camper, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting or commercial use, shall be parked or stored in, on, or about any Lot or street within the Planned Community except within the attached garage or unless such vehicles are concealed from view and approved by the Design Review Board. For the purposes of this covenant, a ¾ ton or smaller vehicle commonly known as a pickup truck shall not be deemed a commercial vehicle or truck.

- C. Inoperative, Unused or Abandoned Vehicles. No inoperative, unused or abandoned vehicle shall be stored, parked, maintained or kept upon any part of the Planned Community, including any street, or way of access within the Planned Community. "Inoperative, abandoned or unused vehicle" shall mean any automobile, truck, motorcycle, motorbike, boat, trailer, camper, house trailer, or similar vehicle which has not been driven under its own propulsion or has not been moved out of the Planned Community for a period of two (2) weeks or longer, or which does not have an operable propulsion system. In the event that the Association shall determine that the vehicle is an abandoned or inoperative vehicle, then a written notice describing the vehicle shall be personally delivered to the Owner thereof, if known, or shall be conspicuously placed upon the vehicle. If the vehicle is not then removed within 48 hours of such notice, except in the event of emergencies, the Association shall have the right to remove the vehicle and the vehicle owner shall be responsible for all towing and storage charges. Exemptions from this two (2) week provision (for the purpose of keeping a vehicle within the Planned Community during vacation periods), may be applied for by an Owner by written request by such Owner to the Association. No request for exemption shall be deemed granted in the absence of written approval thereof by the Association.
- D. Restrictions on Parking and Storage. Subject to the Declaration, each recreation or accessory vehicle such as a house trailer, camping trailer, boat trailer, boat, hauling trailer, running gear, or accessories thereto, motor driven cycle, self contained motorized recreational vehicle, van or other type of recreational equipment, parked or stored in the Planned Community shall be parked or stored, at any time, wholly within the boundaries of the garage of the Lot. Automobiles or trucks (non-commercial vehicles) parked or stored in the Planned Community will be parked or stored at any one time either within the boundaries of the garage or driveway of the Lot. At no time shall any automobile, recreational vehicle or accessory vehicle be parked on, beside or along the roadways in the Planned Community. This restriction, however, shall not restrict trucks or other commercial vehicles within the Planned Community, which are necessary for construction or for maintenance of the open space properties or Lots. The provisions of this section shall be subject to, and may be modified and/or supplemented by, the Association.
- E. Motor Vehicle Fines. In the event of any violation of the Declaration or those Rules and Regulations concerning motor vehicles and parking, then in addition to all rights and remedies provided by the Declaration, a reasonable fine assessment may be imposed, after notice and hearing as follows:



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1. First Offense/Violation. Written notice of intent to tow may be given to the Owner/vehicle owner or posted on subject vehicle. If the vehicle in violation is not removed within forty-eight (48) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the Owner and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.
2. Second Offense/Violation. A minimum \$100.00 fine may be assessed against the Owner. Additionally if the vehicle in violation is not removed within forty-eight (48) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the Owner and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.
3. Third Offense/Violation. A minimum \$200.00 fine may be assessed against the Owner. Additionally if the vehicle in violation is not removed within forty-eight (48) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the Owner and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.
4. Fourth and Subsequent Offense(s)/Violation(s) A minimum \$500.00 fine may be assessed against the Owner. Additionally if the vehicle in violation is not removed within forty-eight (48) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the Owner and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

IV. WATERING INSTRUCTIONS.

A. The water from the non-potable water irrigation system is to be used only to lawns, shrubs and trees within the Planned Community. Any other use is strictly forbidden. The District may, if necessary to conserve water, prohibit the use of water to irrigate rear and side yard lawns. Watering shall occur only during the months of the year and during the hours of the day as the District may direct from time to time. No water shall be wasted by allowing five (5) gallons or more of irrigation water to run into the streets or drainage culverts. Even/odd days of water or similar restrictions may be imposed by the District.

B. Each residence shall only have one exterior water faucet. No potable water from the water supply that is delivered to each residence through its water tap for such Lot to the Town of Gypsum water system shall be used, in any quantity, to water or irrigate any exterior lawns, shrubs, trees or any other landscaping.

V. OTHER RESTRICTIONS.

A. Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on



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any Lot or the open space, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to the other Owners or occupants or which may interfere with their peaceful enjoyment of their own Lot. No Owner shall make or permit any disturbing noises or nuisance activities or do or permit anything to be done that will interfere with the rights, peaceful enjoyment and comforts or convenience of other Owners or occupants. No Owner or occupant shall play, or suffer to be played, any musical instrument or operate, or suffer to be operated, an engine, device, phonograph, television set or radio at high volume or in any other manner that shall cause unreasonable disturbances to other Owners or occupants.

B. Compliance with Laws. No unlawful use may be made of any portion of the Planned Community. Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all local ordinances, rules and regulations. The violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance. In the event of violation, in addition to the rights and remedies available under the Declaration, a reasonable fine may be assessed after notice and hearing as follows:

1. First Offense/Violation: Written notice warning letter to Owner.
2. Second Offense/Violation: A minimum \$100.00 fine may be assessed against the Owner.
3. Third Offense/Violation: A minimum \$200.00 fine may be assessed against the Owner.
4. Fourth Offense/Violation and each subsequent Offense/Violation: A minimum \$500.00 fine may be assessed against the Owner.

C. No Temporary Structures: No tent, shack, temporary structure, or temporary Building shall be placed upon any property within the Planned Community except with The prior written consent of the Design Review Board.

D. Restrictions on Signs and Advertising

Device, or display of any kind shall be erected or maintained anywhere within the Planned Community so as to be evident to public view, except: (a) signs as may be approved in advance in writing by the Design Review Board, or (b) signs, posters, billboards or any other type of advertising device or display erected by Declarant, its successors or assigns, incidental to the development, construction, promotion, marketing or sales of Lots within the Planned Community. A sign advertising a Lot for sale or for lease may be placed on a Lot; provided, however, that it is attached to or in near proximity of the residence on an improved Lot, or is set back at least twenty-five (25') from the front Lot line on vacant Lots and does not exceed one (1) sign, of no more than 24" X 36" in size. Standards relating to dimensions, color, style, and location of such sign may be determined from time to time by the Design Review Board.



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E. Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement.

F. Owner's Right to Lease Lot. All Owners shall have the right to lease such Owner's Lot provided that: (a) all Leases shall be in writing; (b) all Leases shall be for an entire Lot with a completed residence thereon; (c) all Leases shall provide that the terms of the Lease and the lessee's occupancy of the Lot shall be subject to this Declaration, the Rules And Regulations and that any failure by the lessee to comply with any of the aforesaid Documents in any respect shall be a default under such Lease; (d) no lease to more than One (1) unrelated person per bedroom and no more than two (2) cars in driveway; (e) such Owner shall notify the Association immediately in writing, upon the leasing of such Lot and register with the Association both the name(s) of the tenant(s) and new mailing information for notices to be sent by the Association directly to such Owner; and (f) such Owner shall be responsible for actions or inactions of such Owner's tenants and any failure of said tenant to comply with the terms of this Declaration or the Rules and Regulations shall constitute a violation by such Owner subjecting such Owner to all of the remedies, fines and penalties set forth in the Declarations or these Rules and Regulations.

VI. PAYMENTS AND FINES.

A. Returned Check Charges. In addition to any and all charges imposed or allowed Under the Declaration, Articles of Incorporation, Bylaws or these Rules and Regulations, a minimum fifty (\$50.00) fee shall be assessed against an Owner, in the event any check or other instrument attributable to or for the benefit of such Owner or Owner's Lot not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such returned check charge shall be due and payable immediately, upon notice thereof, in the same manner as provided for payment of assessments under the Declaration. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

B. Application of Payments Made to the Association. The Association reserves the right to apply any and all payments received on account of any Owner or the Owner's Property (hereinafter collectively "Owner"), to payment of any and all legal fees and Costs (including attorney's fees), expenses of enforcement and collection, late fees, return check charges, lien fees and interest owing or incurred with respect to such Owner Pursuant to the Declaration, Bylaws and Rules and Regulations of the Association prior to application of the payment to the assessments due or to become due with respect to such Owner.

C. Fine Assessments. All fines and assessments shall be due and payable immediately upon notice of such fine or assessment, as described in the Policies and Procedures for Enforcement (the "Policies and Procedures") established below. Notwithstanding to the Contrary in these Rules and Regulations and in the Policies and Procedures, the Association shall be entitled to take such action and perform such work as specified in these Rules and Regulations or as otherwise permitted or required by law, the Declaration or the Bylaws, prior to, in the absence of, or during the pendency of any hearing. If any



fine assessment is not paid within ten (10) days after the due date, a late charge in the minimum amount of \$15.00 shall be assessed to compensate the Association for the expenses, costs and fees involved in handling such delinquency.

Owners shall be personally, jointly and severally liable for all fines/penalty assessments. In the event a fine assessment is not paid within fifteen (15) days, the Association may thereafter commence an action at law, or in equity, or both, against any Owner personally obligated to pay the same, for recovery of said assessment plus late Charges, as aforesaid. The Association shall be entitled to recover its reasonable attorney's fees and associated costs and expenses incurred in connection with such legal proceedings.

VII. COLLECTION PROCEDURES.

The Association has adopted the following procedures and policies for the collection of Assessments and other charges of the Association.

A. Due Dates. The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in four (4) installments due on the first day of the month following the close of the calendar quarter. Assessments or other charges not paid to the Association by the 10th day of the beginning month in which they are due shall be considered past due and delinquent.

B. Invoices. The Association may, but shall not be required to invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. If the Association provides an Owner with an invoice for quarterly installments of the annual assessments, although invoices are not required, the invoice should be mailed or sent to the Owner between the 15th and 20th day of the month preceding each due date.

C. Late Charges Imposed on Delinquent Installments. A quarterly installment of the annual assessment shall be past due and delinquent if not paid by the 10th day of the month in which it is due. The Association shall impose a minimum five dollar (\$5.00) late charge on the outstanding or past due balance then due the Association. An additional minimum five dollar (\$5.00) late charge shall accrue during each and every subsequent ten (10) day period that the assessment remains unpaid.

D. Interest. Delinquent assessments, fines or other charges due the Association shall bear interest at the rate set forth in the Declaration.

E. Attorney's Fees on Delinquent Accounts. As an additional expense permitted under the Declaration, Articles and Bylaws, the Association shall be entitled to recover its reasonable attorney's fees incurred in the collection of assessments or other charges due the Association from a delinquent Owner.

F. Collection Letters.



1. After a quarterly installment of the annual assessments or other charge due the Association, becomes 30 days past due, the Association may cause, but shall not be required to send, a collection letter to be sent to the Owners who are delinquent in payment.
2. Additionally, the Association may, but shall not be required to send a letter to the Owner advising that their account has been referred to the Association's attorneys for collection.

G. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

H. Liens. The Association may file a Notice of Lien against the Lot of any delinquent Owner in accordance with the terms and provisions of the Declarations, Articles and Bylaws

I. Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. The Owner(s) of the Lot with the delinquent account shall be responsible for, and pay as an assessment on such Lot any attorney's fees incurred in this instance.

J. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

K. Ongoing Evaluation. Nothing in this procedure shall require the Association to take specific actions other than to notify Owners of the adoption of these procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

VIII. POLICIES AND PROCEDURES FOR ENFORCEMENT OF THE DECLARATION BY-LAWS AND RULES.

A. Notice of Violation. Notice of violations of any provisions of the Declaration, Bylaws of Rules and the right to hearing ("Notice of Hearing") shall be provided to the applicable Owner as soon as reasonably practicable following discovery by the Executive Board of such violation. The notice shall describe the nature of the violation, the right of the owner to a hearing and shall further describe the nature of the violation, the right of the owner to a hearing and shall further state that the Executive Board may seek to protect its rights as they are specified in the governing legal documents.

B. Services of Notices. Service of all notices required or permitted to be given



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hereunder shall be made as follows:

1. If to an Owner: By personal delivery to the Owner, or by U.S. Mail, postage prepaid, addressed to the last registered address of the Owner as contained in the Association's records.
2. If to the Association: By personal delivery or U.S. Mail, postage prepaid, addressed to the Association in care of its registered agent and office. As maintained with the Colorado Secretary of State, or such other address as the parties may be advised of in writing.

Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

C. Request for Hearing. In the event any Owner desires to attend a hearing or Executive Board meeting to challenge or contest any alleged violation and possible fine, said Owner must, within fourteen (14) days from receipt of the Notice of Violation, request such hearing by notifying the Association, in writing, of such hearing request. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the aforementioned fourteen (14) day period, the Executive Board shall determine if there was a violation, and if so, assess a reasonable fine within the guidelines contained in these Rules and Regulations, all within 60 days of the expiration of the aforementioned 14 day period. The fine assessment is due and payable immediately upon receipt of notice of the said assessment. The Association's Manager or other authorized officer or agent shall give notice of said assessment to the , notapplicable Owner as provided in these

Policies and Procedures. In requesting a hearing before the Association, an Owner shall state and describe the grounds and basis for challenging or denying the alleged violation as well as such other information the Owner deems pertinent.

D. Discovery. Upon written request to the Association, not later than ten days prior to the date of hearing, the Owner shall be entitled to: (a) obtain the names and addresses of witnesses, to the extent known to the Association, and (b) inspect and make copies of any statements, writings and investigative reports relative to the case contained in the Association's records. Nothing in this section shall, however, authorize the inspection or copying of any writing or other thing which is privileged from disclosure by law or otherwise made confidential or protected, such as attorney work product.

E. Executive Board to Conduct Hearing. The Executive Board shall hear and decide cases set for hearing pursuant to these Policies and Procedures. The Executive Board may appoint an officer or other Owner to act as the presiding officer (the "Presiding Officer") at any of the hearings.

F. Conflicts. It shall be incumbent upon each Executive Board member to make a



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determination as to whether she is able to function in a disinterested and objective manner in considering the issues to be presented at each hearing before the Executive Board. Any Executive Board member incapable of objective and disinterested consideration of any matter to be addressed at any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then disclosure shall be made at the hearing, and said Executive Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Executive Board member(s) results in an even number of remaining Executive Board members eligible to hear a case, the Presiding Officer shall appoint an Association member, in good standing, to serve as a voting member of the hearing board.

G. Hearing. Each hearing shall be held at the scheduled time, place and date, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Executive Board by reading the Notice of Hearing. The general procedure for hearing shall consist of opening statements by each party; presentation of testimony and evidence, including cross-examination of witnesses by each party; and closing statements by each party. Notwithstanding the foregoing, the Executive Board may exercise its discretion as to the specific manner in which a hearing shall be conducted and shall be authorized to question witnesses, review evidence and take such other reasonable action during the course of the hearing which it may deem appropriate or desirable to permit the Executive Board to reach a just decision in the case. Rules of law regarding trials and presentation of evidence and witnesses shall be applicable to the hearing insofar as the Presiding Officer deems adherence to such rules of law to be in the interests of justice; provided that any relevant evidence should be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the course of serious affairs. Neither the complaining parties nor the Owner must be in attendance at the hearing. However, the decision of the Executive Board at each hearing shall be based on the matters set forth in the Notice of Hearing, request for hearing and such evidence as may be presented at the hearing. Unless otherwise determined by the Executive Board, all hearings shall be open to attendance by all members of the Association.

H. Decision. After all testimony and other evidence have been presented to the Executive Board at a hearing, the Executive Board shall render its decision thereon within ten (10) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the Executive Board. The Executive Board shall issue written findings of fact and conclusions, and, if applicable, shall impose a reasonable fine as provided in the Association's Rules. The Executive Board may also issue and present for recording with the Clerk and Recorder of Eagle County, Colorado, a notice of finding of violation. Upon satisfactory compliance with the Association's governing documents, the notice of violations may be released by the Association issuing and recording a release of notice of findings of violations.

I. Enforcement and Attorney's Fees. In accordance with the Declaration, Bylaws and



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Rules and Regulations, it is hereby declared to be the intention of the Association to enforce the provisions of the Association Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all fees, Association expenses and costs incurred by the Association in connectin therewith.

J. Enforcement, Modification, Amendments, Repeal and Re-Enactment.

Notwithstanding anything to the contrary contained in these Policies and Procedure, the Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal, and/or re-enact these Policies and Procedures in accordance with the Declaration, Bylaws and applicable law. The Executive Board in its reasonable discretion shall have the right to amend, modify, add to, delete portions of, or create exceptions to the Rules and Regulations after a thirty (30) day written notice to Owners. The Executive Board and its officers, manager, agents or management company are empowered to enforce these Rules and Regulations. All Rules and Regulations shall be in effect at all times.

IX. MISCELLANEOUS.

A. Failure to enforce. Failure by the Association, the Executive Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.


B. Severability.

The provisions of these Rules and Regulations shall be deemed to be independent and several, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgement or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

C. Gender. Unless the context provides or requires to the contrary, 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.

D. Headings. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

INWITNESSWHEREOF, the undersigned, as President of the Association, certifies these Rules and Regulations were adopted by the Executive Board on April 23
2002



President



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