

**TRAILMARK HOMEOWNERS ASSOCIATION, INC.  
NOTICE AND HEARING AND  
ENFORCEMENT POLICIES AND PROCEDURES**

1. **Power.** The Board of Directors 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 Declaration of Covenants, Conditions and Restrictions for ~~Chatfield Green~~ <sup>Trailmark</sup> ("Declaration"), the Association's Bylaws, rules and regulations promulgated thereunder, and Design Guidelines 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 ("Documents"): The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control.

2. **Complaint.** A hearing to determine if the Documents have been violated and enforcement measures and remedies shall be initiated by the filing of a written Complaint with or by the Association's Board or the Association's managing agent at the following address: Management Specialists, Inc. attn: Paul Biggs, 5855 Wadsworth By-Pass, Building B, Suite 100, Arvada, Colorado 80003-5459. The Complaint shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved. If the Board determines that the Complaint is insufficient to provide grounds for holding a Hearing, it shall notify the complainant, who shall have seven (7) days to amend the Complaint to render it sufficient. If the complainant does not render the Complaint sufficient within said period of time, the Complaint shall be dismissed without a hearing.

3. **Notice of Complaint.** Upon receipt of a Complaint, the Association shall send a Notice of Complaint to the person(s) (the "Respondent") alleged to have violated the Documents, by prepaid, first class United States mail addressed to the mailing address of the Respondent last appearing on the books of the Association or to any other mailing address designated in writing by the Respondent. The Notice of Complaint shall: (1) address the details of the Complaint, or include a copy of the Complaint; (2) advise of the action to be taken and the reasons therefor; (3) advise of the Respondent's right to be heard, either orally or in writing, by the Board or by a tribunal appointed by the Board, not less than five (5) days before the effective date of the action to be taken; and (4) advise of the effective date of the action to be taken. The Notice of Complaint shall be sent not less than fifteen (15) days before any scheduled hearing or other action to be taken. Service shall be deemed delivered and effective three days after mailing. The following Certificate of Mailing shall be sufficient:

**CERTIFICATE OF MAILING**

This is to certify that on \_\_\_\_\_, 200\_\_, I mailed a true and correct copy of the foregoing Notice of Complaint postage prepaid and addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
signature of Managing Agent

4. **Response to Complaint.** A Request for Response in substantially the following form shall be served upon the Respondent at the time of service of the Notice of Complaint. 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, not less than five (5) days before any action to be taken by the Board of Directors or a tribunal appointed by the Board of Directors. To be heard, you must make a **written** request for a hearing or make a **written** response to the Complaint. The request or the response must be filed with the Association's managing agent not later than ten (10) days after your receipt of the enclosed Notice of Complaint. Your request or response must respond to the charges set forth in the Complaint. If you fail to file a request for hearing or a response within the ten (10) day time period, the Board may proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances. **The Board may rule that your failure to request a hearing or respond constitutes a No-Contest plea to the Complaint, and enforce the provisions of the Documents.**"*

Any written response must be delivered to the TrailMark Homeowners Association, Inc., c/o Management Specialists, Inc. attn: Paul Biggs, 5855 Wadsworth By-Pass, Building B, Suite 100, Arvada, Colorado 80003-5459.

5. **Hearing.** If the Respondent files a written request for hearing or a response to the Complaint, 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.

6. Notice of Hearing. If the Respondent files a written request for hearing or a response to the Complaint, a Notice of Hearing in substantially the following form shall be mailed to the Respondent at least fifteen (15) days prior to the hearing date. Additional information may be included in the Notice of Hearing at the discretion of the Board.

**NOTICE OF HEARING**

You are hereby notified that a hearing will be held before the Board at \_\_\_\_\_ (location) on \_\_\_\_\_, 2000, at \_\_\_\_\_ a.m./p.m. upon the charges made in the Complaint or letter previously sent to you on \_\_\_\_\_.

**CERTIFICATE OF MAILING**

This is to certify that on \_\_\_\_\_, 200\_\_, I mailed a true and correct copy of the foregoing Notice of Complaint postage prepaid and addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
signature of Managing Agent

7. Decision. If a request for hearing is not made, the Board shall render its decision based on the information contained in the Complaint 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. In the event a Default Assessment (including a fine) as provided in Section 11.7 of the Declaration is assessed, notice of the amount and due date of such Default Assessment shall be sent to the Respondent at least thirty (30) days prior to the due date.

8. Enforcement, Attorney's Fees and Fines. 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 Association's Documents, the Board may revoke the violator's privileges for a period commensurate with the offenses, except that any suspension of voting rights of a Member shall not exceed 60 days following any violation by such Member 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.

Fines may be levied for violations of the Documents as follows:

a. The Board shall apply the following penalty schedule relating to specific violations of the Documents:

Number of offenses in a 12 month period	Fine Amount
First offense:	Warning
Second offense:	\$ 25.00
Third offense:	\$ 50.00
Fourth offense:	\$ 100.00

A member or guest who accumulates more than 4 violations within a 12 month period will be deemed to be a habitual offender and subject to a suspension of membership privileges as determined by the Board of Directors. Continuing violations, or violations which have an indefinite commencement or termination date, shall be subject to the maximum fine specified above, at the discretion of the Board.

b. The record Owner of real estate subject to the Association's Declaration of Covenants, Conditions and Restrictions shall have the primary obligation to pay fines imposed for actions of their tenants, family members, and guests.

c. Fines imposed pursuant to these enforcement policies and procedures shall become a Reimbursement Assessment imposed against the record Owner's real estate as provided by Section 9.17 of the Declaration.

9. 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.

10. Violations or Offenses that Constitute a 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, without prior compliance with Sections 1 through 7 above.

11. 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 any one 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.

d. As used herein, the term "Board" shall include any tribunal appointed by the Board consistent with the Declaration and the Association's Bylaws.

The undersigned, constituting the Board, have adopted these Enforcement Policies and Procedures for the TrailMark Homeowners Association, Inc. effective the 20<sup>th</sup> day of APRIL, 2000.

Stephen C. Orniston 4/20/00  
Director Date

[Signature] 4/20/00  
Director Date

[Signature] 4/20/00  
Director Date

Rolyn Baillon 4/20/00  
Director Date

[Signature] 4/20/00  
Director Date