



**Resolution 04-2010**  
**on**  
**Rule for Enforcement of Covenants, Rules, and Policies of**  
**King's Deer Homeowners Association**

WHEREAS Section 28D of the Declaration of Covenants, Conditions, and Restrictions for King's Deer Subdivision and the Declaration of Covenants, Conditions, and Restrictions for King's Deer Highlands Subdivision (the "Covenants") provide that the Association may adopt and publish rules and regulations with which each King's Deer property owner ("Owner") and other occupants shall strictly comply;

WHEREAS, Section 28A of the Covenants authorizes the Association to enforce the covenants;

NOW, THEREFORE, BE IT RESOLVED that the following are adopted by the Board of Directors of King's Deer Homeowners Association as the Rule for Enforcement of Covenants, Rules, and Policies.

1. Unless the Board of Directors determines that exigent circumstances exist that require immediate action to remedy a violation, this Rule shall apply to any alleged violation of the Association's Covenants, Articles of Incorporation, Bylaws, Policies, Regulations, and Restrictions, except and excluding non-payment of assessments or other sums.
2. Complaints. Where the Board deems it appropriate, the Association, acting through its Board or Management representative, shall verify the existence of the alleged violation, and in its discretion, determine whether or not the complaint shows cause for further proceedings.
3. All correspondence described herein from the Association to the Owner shall be mailed first class to the Owner's mailing address as contained in the Association's official records.
4. First Notice. Once a violation has been verified to exist or reasonable determination that such circumstances occurred, Management shall send a First Notice of the violation to the Owner stating:
  - a. Nature of the violation;
  - b. Specify the applicable section of the Covenants, Rules, or Policies that are the basis of the violation;
  - c. Action required for remedy;
  - d. Date by which the remedy must be completed;
  - e. Invitation to contact the Association if the Owner believes they did not commit the violation.
5. Second Notice. If the requested remedy has been accomplished by the defined compliance date, no further action shall be taken. If the requested remedy has not been completed or if the Board deems that a second notice should be sent before the compliance date passes, a Second Notice of violation shall be sent to the Owner, providing the details of the First Notice (items a through e, updated as needed for the Second Notice). Optionally, the Second Notice may contain a Notice of Hearing, identifying the date, time and location the Board will convene a Hearing of the violation. The Second Notice shall be sent to the Owner by first class mail.
6. Third Notice. If the Board of Directors schedules a Hearing for the violation and the Second Notice did not include the Notice of Hearing, a Third Notice shall be sent to the Owner, by first class mail, to provide the Notice of Hearing.
7. Hearing.
  - a. In advance of the Hearing the Association shall send to the Owner a Notice of Hearing, in either a Second Notice or a Third Notice, as described above.

- b. A quorum of Board of Directors participating in the vote of the Hearing result, must be present to conduct a Hearing.
  - c. At the Hearing, the Board may consider any written or oral information produced by the Owner or other interested parties. Any legal or statutory rule of evidence or procedures shall not apply to the Hearing, and the Board may restrict testimony or proceed in any manner or order, which they deem appropriate, and at their own discretion. Generally, any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall not be sufficient in itself to support a finding. The Board shall proceed with the Hearing even if the Owner fails to appear, refuses to participate, or elects to not submit further information. After hearing any information, witnesses, or review of documents presented at the hearing, the Board's decision shall be made by majority vote of the Board members present. A summary of the decision, sanctions, and deadlines, shall be sent by regular mail to the Owner, in accordance with the circumstances. The Board may make the decision in executive session to avoid intimidation or undue influence from the violator or others during deliberation and voting.
  - d. The Hearing may result in a decision to take further action that include, but is not be limited to;
    - (1) Assess a fine,
    - (2) Seek advice from legal counsel,
    - (3) Take legal action, or
    - (4) Take any other action the Board deems necessary to remedy the issue.
    - (5) Take no action at this time.
8. Time Allowed To Remedy. The time provided to the Owner to remedy a violation shall consider the nature of the violation, the impact on the community, any potential safety or security risk created, and the expediency with which it can be resolved.
9. Responsibility. Owners shall be responsible for violations committed by their contractors, guests, family members, and tenants. The Board may contact the El Paso County Sheriff, police, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board from proceeding against the Owner for a resolution to the violation.
10. Repeated and Continuing Violations. Each repeated incident, or each day of a continuing violation shall be considered a separate violation for which any maximum fine may be imposed without having to repeat the notification process described herein. The Board may in its discretion impose increased fines for repeated or intentional violations. Subsequent violations of a similar nature by an Owner within a twelve (12) month period constitute the same continuing violation.
11. Fines and Sanctions: The Board is authorized to impose fines in the amounts up to \$200 per violation per day as the Board deems appropriate by majority vote, unless the Covenants specify a different amount. Any fine shall be a personal obligation of the Owner of the property on which the fine and or sanction was levied and shall also be an assessment creating a lien, which may be recorded against the property and may be foreclosed as provided in the Covenants. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine. Any violation shall entitle the Board to recover from the Owner, its reasonable attorneys fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.

12. Effectiveness: Technical irregularities or defects in the complaint, Notice, or other compliance with this Rule shall not invalidate the proceedings or any fine or sanction imposed. This Rule shall be liberally construed to accomplish prompt, effective enforcement of the Association's Declaration, Articles of Incorporation, Bylaws and Design Guidelines.
13. This Rule shall replace any and all rules, regulations, standards or policies regarding violation enforcement, shall apply to violations active on the date of adoption and occurring after the date of adoption, and shall become effective on the date of adoption by the King's Deer Board of Directors.

Adopted by the King's Deer Homeowners Association Board of Directors this 9th day of July, 2010.

*//Signed//*

---

*Rich Paul  
President, Board of Directors*

*//Signed//*

---

*John Highhouse  
Secretary, Board of Directors*