KING'S DEER HOMEOWNERS ASSOCIATION, INC.
AMENDED COVENANT AND RULE ENFORCEMENT POLICY AND PROCEDURE

Effective Date: January 16, 2024

1. Introduction and Exemption from the Colorado Common Interest Ownership Act ("CCIOA").

This Amended Covenant and Rule Enforcement Policy supplements terms of the Covenants, Conditions and Restrictions for King's Deer Subdivision and the Declaration of Covenants, Conditions and Restrictions for King's Deer Highlands Subdivision (the "Declaration").

The King's Deer "Classic" and King's Deer "Highlands" subdivisions are collectively referred to as "King's Deer." King's Deer is a Limited Expense Planned Community as defined under the Colorado Common Interest Ownership Act ("CCIOA"), C.R.S. § 38-33.3-116. The community is not subject to the requirements and limitations in CCIOA regarding covenant enforcement procedures (e.g., notice and cure period, limitations on fines, mailing requirements, etc.).

Although the community is exempt from most of CCIOA, the Board of Directors has adopted the following policy to (a) adopt uniform and systematic policies regarding enforcement of the governing documents, (b) provide additional guidance regarding the Association's obligations pursuant to the governing documents, and (c) clarify owners' rights and responsibilities with respect to Association operations and governance.

Terms used in this policy shall have the same meaning as defined in the Declaration.

2. Enforcement Procedure. The Board will not impose fines until after the Association has followed the notice and hearing procedure set forth below, except in exigent circumstances that require immediate action to remedy a violation. Compliance with the notice and hearing procedure set forth below is not required for the following: late charges on delinquent assessments and legal action.

A. Complaint. Any Owner may send the Association a written complaint by email or first-class mail, with as much information as is known of a covenant or rule violation. Complaints may also be initiated by the manager, executive director, or any Board or committee member. Complaints must be in writing. The Board has no obligation to consider oral or anonymous complaints. The Board may determine whether a written complaint is justified before continuing with the notice and hearing procedure.

B. Notice of Alleged Violation. The Association will send a written notice(s) of alleged violation of any provisions of the governing documents to the Owner as soon as reasonably practicable. The Board may also, at its option, provide a copy of the notice to any non-Owner violator. All notices will be sent by regular first-class mail and may also be sent by email. Notices will describe: (i) the nature of the violation and the fines that may be imposed (including the applicable sections of the community's governing documents), (ii) the right to request a hearing (which request must be made within 14 days of the notice mailing date) to contest the violation or possible fine, and (iii) the action(s) required to correct the violation(s).

C. Notice of Hearing. If a hearing is requested, the Association will inform the Owner of the scheduled time, place, and date of the requested hearing. If a request for a hearing is not made, the right to a hearing is deemed forever waived. If a hearing is not requested, the Board will determine if there was a violation based upon the information available to it, and if so, assess a fine as set forth in the fine schedule within a reasonable time. The Board will give written notice of any fine to the Owner via first-class mail.

D. Conflicts. Any Owner who desires a hearing will be afforded a fair and impartial fact-finding process by "impartial decision-makers" (persons with authority to make a decision on a claimed covenant, rule, or architectural violation and without a direct personal or financial interest in the outcome of the hearing). Any decision-maker who is incapable of objective and disinterested consideration will disclose this to the presiding officer prior to the hearing, if possible. If advance notice is not possible, the disclosure will be made at the hearing, and the decision-maker will be disqualified from all proceedings related to the hearing. If disqualification of any decision-maker results in an even number of individuals eligible to hear a case, the presiding officer may appoint an Association Member, in good standing, to serve as a voting member of the hearing board.

E. Hearing. At the beginning of each hearing, the presiding officer will explain the rules, procedures, and guidelines by which the hearing will be conducted. The complaining parties and the Owner will have the right, but not the obligation, to attend the hearing. Parties in attendance may present evidence, testimony, and witnesses. The decision will be based on the matters set forth in the notice of alleged violation and evidence as may be presented at the hearing. Unless otherwise determined by the hearing board, all hearings will be open to attendance by Association members.

F. Decision. After all testimony and other evidence has been presented, the hearing board will render its written findings and decision, and impose a fine, if applicable, within a reasonable time. A decision, either a finding for or against the Owner, will be by a majority vote of the hearing board.

2. Fine Schedule. The Association's fine schedule is shown on **Exhibit A**. The Association reserves the right to fine for first violations that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board, in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the schedule, if the fines in this schedule are not likely to provide effective incentives to induce compliance. The Board has discretion to determine whether a violation is a first or subsequent violation.

The Board may waive fines if, in its reasonable discretion, waiver is appropriate under the circumstances. Additionally, the Board may condition the waiver upon the violator coming into compliance with the governing documents.

Fines are in addition to all other remedies available pursuant to the Declaration and Colorado law, including the Association's right to collect attorney's fees.

3. 3. Additional Enforcement Rights.

A. Responsibility. Owners are responsible for violations committed by their contractors, guests, invitees, tenants, and family members.

B. Legal Action. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the governing documents without first following the preceding notice and hearing procedures, if the Board determines that legal action is in the Association's best interests. Any violation shall entitle the Board to recover from the Owner its reasonable attorney's fees, court costs, interest, and any other associated expenses.

C. Administrative Expenses. Enforcement costs related to covenant and rule enforcement imposed by the Association or its managing agent will be the obligation of the Owner and may be posted to the Owner's account. Examples include, but are not limited to, costs to translate a notice to a language other than English.

D. Recorded Notice of Violation. The Board may issue and record with the Clerk and Recorder a Notice of Violation.

E. Failure to Enforce. The Association's failure to enforce the governing documents is not a waiver of the right to enforce for any subsequent violations.

This Covenant and Rule Enforcement Policy and Procedure was adopted by the Board of Directors on this 16th day of January 2024.

KING'S DEER HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation,

By: _____
Its: President

Exhibit A

KING'S DEER HOMEOWNERS ASSOCIATION, INC.
FINE SCHEDULE

(Updated October 20, 2026)

Description of Violation	Governance Section	Time to Cure Violation	Initial Fine	Recurring or Ongoing Fine
Trash bin, trash, or debris visible from street (trash bins may be visible for 12 hours before and after pickup)	Covenants section 19	7 Days	$50.00	$50 Continual per occurrence
Equipment outside (e.g. Tractors, ATVs, snowplows, lawn mowers, snow blowers, utility trailers, golf cards, side-by-sides, and other equipment visible outside.)	Covenants section 19 Vehicle & Parking Policy	7 Days	$50.00	$50 Continual/Weekly
Landscaping not maintained (noxious weeds, dead/diseased trees/shrubs, including slash/debris cleanup)	Covenants sections 13.E.15, 13.E.16, 13.E.17, 14, 16	7 Days 4 Weeks for tree removal	$250.00	$50/Weekly
Improper parking of passenger vehicle (e.g. Commercial vehicles, watercraft, RVs, cars, trucks, motorcycles, camper-style trailers, and inoperative vehicles etc.) .	Covenants section 23, Vehicle & Parking Policy, Fire Mitigation Policy	7 Days	$100.00	$100 Continual/Weekly
Damage to HOA property including but not limited to common areas, trails, and structures	Covenant section 31.E	7 Days	Actual cost to repair	
Failure to gain approval from the architectural control committee for any improvements, landscaping, structures, etc.	Covenants section 13.E.1	7 Days	$100.00 minor change $500.00 structures	$100 Continual/Weekly
Incomplete ACC project past deadline	Covenants section 10	2 Weeks	$100 - $250	$100 - $250 Continual/Weekly
Failure to adhere to the specifics of an ACC project	Covenants section 13.D.3	7 Days	$100.00	$50 Continual/Weekly

Description of Violation	Governance Section	Time to Cure Violation	Initial Fine	Recurring or Ongoing Fine
Pet-related violations • Excessive barking or howling • Dog off leash, repeated roaming or escape incidents • Aggressive behavior, injury of people, pets or wildlife; or unwelcomed approaching of others (harassment) when off the owner's property • Property damage • Owner failure to promptly clean up pet waste • Failure to vaccinate or license as required	Covenants Sections 25.B; 18; & Pet Policy	NA	$50 - $100	2nd offense -- 2x initial 3rd offense – 3x initial or greater
Unapproved dumpster or storage container on property	Dumpster Policy Storage, Container Policy	7 Days	$50.00	$100 Continual/Weekly
Snow fence up off season (before 10/15 or after 4/30)	Snow Fence Policy	14 Days	$50.00	$50 Continual/Weekly
Unauthorized signs	Covenant section 20, Signage Policy	7 Days	$50.00	$100 Continual/Weekly
Nuisances: i.e. noise, noxious or offensive activities, exterior lighting, misuse of e-trails via e-bikes, horses, trail bikes, minibikes, ATVs, etc.	Covenants section 18, 13.E.14 & E-bike Policy	Immediate to maximum of 7 days	$50.00 - $100.00	$50 - $100.00 Continual per 0ccurrence
Lot not mowed	Covenants sections 13.E.15,13.E.16, 13.E.17, 14, 16	May be imposed on 1st day after mowing deadline	$250.00	$100 Continual/Weekly plus actions as per the Lot Mowing Policy
Grass clippings or landscape debris left on roadways or trails	Lot Mowing Policy	24 hours to cure.	$50 for 1st occurrence	2nd occurrence - $100 3rd occurrence - $150 4th occurrence - $200 And so on.
Unpaid assessments	Covenants section 9.F	Late charge and interest may be imposed on 1st day after deadline	Per Assessment Collection Policy	Per Assessment Collection Policy

Description of Violation	Governance Section	Time to Cure Violation	Initial Fine	Recurring or Ongoing Fine
Water meter broken or non-reporting of water meter reading	Covenants section 11.C & 11.D, Water Meter Reading Policy	May be imposed on 1st day after meter reading deadline	Per Water Meter Reading Policy	Per Water Meter Reading Policy
Use of fireworks	Fireworks Policy & Fire Mitigation Policy	Safety Violation Immediate Fine may be imposed on first offense	$5000	Additional 10% imposed monthly for any unpaid balance
Any violations not otherwise listed in the chart			Range of $50 to $1000*	$50 to $250* Continual per occurrence, or Weekly until cured

*Based upon the factors such as the nature and severity of the violation, the number of previous violations, whether the conduct/behavior is continuing in nature, and whether or not the violation constitutes a threat to public health or safety.