

RULES AND REGULATIONS

FOR

JASMINE ASSOCIATION

Adopted by the Board of Directors March 14, 2011
Amended February 9, 2015

This edition supercedes all previously distributed rules & regulations & was distributed by U.S. Mail to all current owners within ten (10) days of adoption by the Board of Directors, Owners are mandated to distribute this document and make it a part of all leases, agreements & documents regarding tenancy & leases of this Association.

TABLE OF CONTENTS
JASMINE ASSOCIATION

	<u>Page</u>
Definitions	3
General Information	4
Rules & Regulations.....	5
Architectural.....	5
Automotive Repairs.....	5
Balconies	5
Barbeque Grills.....	5
Children	5
Clubhouse.....	5-6
General Rules	6
Keys.....	6
Laundry Room.....	6
Leased Units	7
Littering	7
Mailbox Keys	7
Move In – Move Out	7
Noise.....	7
Parking.....	7-8
Patios	8
Pet Restrictions.....	8-9
Solicitation.....	9
Swimming Pool	9
Recreational Vehicles.....	9
Roadways and Walkways.....	10
Signs	10
Smoke Alarms	10
Storage.....	10
Trash Rooms.....	10
Waterbeds.....	10
Windows.....	10

TABLE OF CONTENTS (Continued)
JASMINE ASSOCIATION

	<u>Page</u>
Insurance Information	11
Plumbing Information	11-12
Electrical Information	12
Storage Lockers	12
Enforcement Procedures & Fine Schedule	12-14

JASMINE ASSOCIATION

DEFINITIONS

ADULT – Shall mean and refer to anyone 18 years of age or older.

ASSOCIATION – Shall mean and refer to the Jasmine Association.

BOARD – Shall mean and refer to the duly elected or appointed Board of Directors of the Association.

COMMON AREAS – Shall refer to all real property owned in common by the members of the Association for the common use and enjoyment of the residents; including all streets, parking lots, walkways, elevators, greenbelt areas; storage, laundry, hallways, maintenance areas within condominium buildings and the clubhouse, pool and other recreational areas excluding Units.

COURTYARDS – The area confined within the boundaries formed by the buildings, including but not limited to the grass area on Jasmine property.

DERELICT / ABANDONED PROPERTY – Shall refer to any motorized vehicle, trailer or other item parked or left in the common area or in common parking areas not bearing a valid and current state license plate and/or any personal item which belongs to any resident or owner and has not been approved for temporary placement by the management either in a storage or common area of Jasmine.

DESIGNATED PARKING SPACE – Shall refer to parking spaces designated by the Deed of Trust.

OWNER – Shall refer to the owner of record (whether one or more persons or entities) of any condominium unit which is a part of Jasmine.

PETS – Shall refer to dogs, cats, reptiles, birds or other animals which would normally be considered domesticated and kept within a household.

RECREATIONAL VEHICLE – Are any RV's, van conversions, boats, trailers, campers or any vehicle that is not a primary source of transportation.

RESIDENT – Shall refer to any person whose usual place of residence is Jasmine.

WALKWAYS – Shall refer to outdoor ground level sidewalks or striped areas marked in the parking area.

GENERAL INFORMATION

These are the Rules and Regulations governing Jasmine Association. They apply to all residents of Jasmine, owners, tenants, guests and non-owners alike. They are enforceable under the Jasmine Declaration, By-laws and City and County of Denver ordinances. The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment in living at Jasmine. Jasmine is not an apartment complex where rent is paid and someone else does all of the work for you. It is an association of individuals and a community of residents with a common interest. The common interest is to maintain the highest quality of life for all residents.

Remember To Have A Good Neighbor You Must First Be A Good Neighbor!

1. **LOCATION:** We are located in the City and County of Denver. Police and Fire Emergency number is 911.
2. **MANAGEMENT COMPANY:** Our management company is Apartment and Condominium Concepts, Unlimited (ACCU) and should be contacted directly with all questions and concerns. Their address is 2140 South Holly Street, Denver, Colorado, 80222. Their main phone number is 303-733-1121.
3. **BOARD OF DIRECTORS:** The affairs of Jasmine are governed by a Board of Directors. The Board consists of three individuals that are elected by a majority vote of all homeowners. The Board meets once per month in the Jasmine clubhouse.
4. **KEYS:** House & mailbox keys are the responsibility of each Unit owner. Copies of house keys are not maintained by the management or office staff.
5. **ANNUAL MEETING:** The Annual Meeting is held in October of each year. The meeting is open to all owners, however; only owners in good standing are entitled to vote.
6. **FISCAL YEAR:** Jasmine operates on a fiscal year starting January 1st and ending the last day of December. Normally changes in monthly maintenance fees, if any, will take effect then.

Your Board of Directors encourages all Owners to become involved with Jasmine. Owners are invited to attend meetings and serve on committees. Only through active resident participation can your Association be responsive to your needs and wishes. This will not only make Jasmine a sound investment but a pleasant and enjoyable place to live as well.

RULES AND REGULATIONS

ARCHITECTURAL:

1. No structures of a temporary or permanent character i.e. tent, shed, car port, etc. shall be permitted to be kept or stored on any portion of the premises at any time.
2. No architectural alterations or additions (including exterior doors, storm doors, windows, carpeting on balconies, satellite dishes, etc.) or wiring on the exterior of the buildings or the roofs are allowed without prior written approval of the Board of Directors of the Association. Architectural Control Application Forms are available from the office or the Associations website.

AUTOMOTIVE REPAIRS:

1. No repair to vehicles of any kind shall be made on the premises at any time.

BALCONIES:

1. Nothing can be stored or hung on the balconies that can be seen from the ground.

BARBECUE GRILLS:

1. City and County of Denver Fire Code prohibits propane tanks larger than 1 (one) pound in any multi-family community to be used or stored on any balcony or deck area. You may barbecue in the courtyard areas with the grills at least 12 feet from any building or structure. If barbecuing in the courtyard area, the grill must be attended to by an adult at all times to prevent accidents by order of the Board of Directors. Charcoal grills are not allowed to be used or stored on Jasmine property at any time.

CHILDREN:

1. Parents are deemed responsible for infractions committed by their children; and owners are deemed responsible for infractions committed by their tenants, licensees, invitees or guests.
2. Toys are not allowed to be left in common areas. Children are not allowed to play or loiter in any parking areas at any time. Bicycles must be stored in storage closet or bike racks only.

CLUBHOUSE:

1. The clubhouse is for Association residents use and their invited guests. The clubhouse can also be used by groups by reservation of the owner of the condominium only. Guests at the clubhouse must be by specific invitation and only in the company of the host.
2. No pets are allowed in the clubhouse.
3. Upon making a reservation, a reservation fee and a security/damage deposit will be paid to the management office no later than two weeks prior to the function. Also, upon making a reservation, a Clubhouse Use Agreement will be signed. The person signing the agreement will be held responsible for all damages incurred. The host of a private function at the clubhouse will be responsible for the general housekeeping of the facility. The host must have the cleaning done by noon the following day. Inspection of the clubhouse will be made by management prior to the refund of the security/damage deposit. In the event that the clubhouse is not properly cleaned or repaired following use, the costs for cleaning and/or repair will be deducted from the security deposit.

In the event that the security deposit is insufficient, the host will be billed for any excess which is payable within five (5) days.

4. Private functions with people in attendance under the age of 21 must be hosted by the titled owner of the condominium.
5. All private reserved functions must end by 11:00 p.m. Clubhouse capacity is a maximum of 50 persons.
6. Private functions in the clubhouse cannot serve or cook food on the pool deck and do not have exclusive use of the pool.
7. Violations of clubhouse rules may result in termination of resident's privilege to use the clubhouse.
8. Guests and anyone under the age of 16 years must be accompanied by an adult when using or visiting any of the Association's common areas (clubhouse and pool area) and facilities.
9. Hours of operation are 9:00am – 9:00pm. Hours of operation are subject to change by the Board of Directors as necessary and appropriate. Any change in hours will be posted on the clubhouse bulletin board.

GENERAL RULES:

1. These Rules and Regulations, Declaration, By-laws and Articles of Incorporation relating to Jasmine Association, shall be enforced by the Board of Directors through Association members and the Property Manager. Fines for infractions may be levied in accordance with the provisions herein.
2. The Association will make a reasonable number of copies of these Rules and Regulations to owners and others. Replacement copies may be obtained for a nominal charge. Each owner is responsible for providing a copy of these rules to their tenants and include them a part of lease agreements.
3. No one subject to these Rules shall discharge fireworks or firearms within the Jasmine Association or its common property.
4. Any immoral, improper or offensive acts committed on or within the common areas will be deemed an infraction of these Rules. Any unlawful act committed on or within the common areas may be reported to the appropriate governmental agency.
5. Smoking is prohibited on all stairwells, landings, building walkways and within 15 feet of any doorway.

KEYS:

1. Replacement keys for the security or swimming pool doors and gates are \$10.00 each.

LAUNDRY ROOM:

1. Laundry room recommended hours of operation are from 7:00 a.m. to 10:00 p.m. Please respect the proximity of adjoining residents and limit use to the hours listed, if possible.

LEASED UNITS:

1. Each unit shall be used as a dwelling; leasing for transient or business purposes including charity work is not permitted.
2. There shall be no more people residing in the unit than are allowed by the local zoning ordinances.
3. Any non-owner in a Condominium unit shall be subject to these Rules and Regulations in the same capacity as would an owner, subject to all rights and liabilities contained herein. Any fines incurred by a non-owner resident, guest or invitee of the owner and not paid, shall be the liability of the owner of the unit and shall be added to the next regularly scheduled common expense assessment payment.

LITTERING:

1. Littering is strictly forbidden and includes the throwing of cigarette butts & refuse onto the common area of the Association, clean-up will be at the expense of the offending party.

MAILBOX KEYS:

1. Replacement of the mailbox locks and keys are the responsibility of the unit owner.

MOVE IN – MOVE OUT:

1. Under no circumstances is any vehicle allowed on the grass or courtyard areas for move in – move out or repairs. Violators will be responsible for any damages. Large items and appliance removal is at the expense of the owner who is disposing of the items, arrangements must be made with a firm equipped for disposal of these items. Blocking of the entryways and monopolizing the elevators is forbidden.

NOISE:

1. No one subject to these Rules and Regulations shall make or permit loud noises or play musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents of condominium units. Any excessive noise after 10:00 p.m. will solicit a call to the Denver Police. When the police receive two complaints for the same type of disturbance a court summons may be issued by the City & County of Denver and fines & costs levied by the court will be in addition to any fines assessed by the Board of Directors.
2. Remodel/Construction hours are limited to the hours of 8:00am – 5:30pm on Monday through Friday only.

PARKING:

1. Vehicles shall be parked only in the designated space provided for it and all spaces shall be used for the parking of motorized vehicles only. Violators of this could be subject to tow.
2. There shall be **NO PARKING** where indicated by “no parking or tow away zone” or yellow markings on the streets or parking areas or designated spaces such as; maintenance, employee, clubhouse or fire lane. Any vehicle parked in these areas without permission will be towed without prior notice.

3. Derelict and/or abandoned vehicles are not permitted on the property and may be towed without notice at the vehicle owner's expense. Vehicles may not be stored on Jasmine property. Any and all vehicles will be in running order (current plates) and legal to be operated on public streets. Vehicles not currently registered with the State of Colorado may be considered abandoned/not operable and subject to towing at the owner of the vehicles expense.
4. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance and/or exit of a building or parking space. Offending vehicles shall be immediately reported to the appropriate governmental authorities ticketed and/or towed; such conduct will be deemed an infraction of these Rules.
5. There shall be no parking or driving of motorized vehicles on lawn and/or rock areas; and owners are deemed responsible for infractions committed by their tenants, licensees, invitees or guests.
6. Speed limit signs, stop signs and yield signs may be erected at the Board's discretion; failure to observe the requirements of such signs shall be deemed an infraction of these Rules. The speed limit in all parking lots is 7 mph.
7. Parking of commercial vehicles on Jasmine property is forbidden and vehicles will be towed as necessary at the discretion of the Board.
8. No resident shall use guest parking for their personal vehicles, second parking place and/or loading/unloading zone.
9. Parking in the clubhouse parking lot is restricted to residents/guests who are using the clubhouse; there shall be no overnight parking in this lot.
10. There shall be no parking which would restrict access to the garbage/refuse dumpster areas.

PATIOS:

1. All patios should be kept neat and clean at all times. Common industry acceptable patio furniture will be allowed only as long as those items remain in good repair. There is to be no covering or other material placed over balcony decking or railings. Blinds and shades are not allowed on any patio/deck area without written architectural committee approval. Storage of items on any patio or balcony visible from ground level, another balcony or the street is prohibited. No hanging of items on the patio or over railings such as but not limited to rugs, towels, clothing, etc. at any time.

PET RULES:

1. **No Domesticated or Non-Domesticated pets of any kind are allowed in any household at Jasmine Association.** This is including but not limited to: Dogs, cats, birds, snakes, spiders, scorpions, mice, fish, hamsters, ferrets, iguanas, or pigs, etc.
2. No animal, livestock, reptile, or poultry of any kind shall be raised, bred or kept on the property, subject to all City and County of Denver, Colorado animal ordinances and subject to the rules and regulations adopted and amended by the Association.
3. Unleashed or unattended animals may be confined and turned over to the appropriate shelter or city authorities. The City and County Ordinance states "It shall be unlawful for the owner of any dog or cat, or other animal, to fail to keep the same from running at large within the city".

4. Any owner in violation of any of the above rules and regulations will be assessed a fine against their unit. Owners are responsible for the actions of their tenants, guests and invitees.
5. The penalties provided in these rules shall not preclude the Association from exercising any other remedies, such as denying voting privileges or instituting court action.
6. Any owner or resident harboring any pet for any length of time (ie: visiting or babysitting animal's) is subject to immediate fine after notice and an opportunity for a hearing & legal action.

SOLICITATION:

1. There shall be no solicitation or distribution of handbills or discount coupons to any door at any time.
2. To report delivery of such material, please contact 303-733-1121.

SWIMMING POOL:

1. There is no lifeguard on duty at the pool. Swim at your own risk.
2. Pool hours are from 9:00 a.m. until 9:00 p.m. From Memorial Day weekend through Labor Day weekend.
3. Anyone using suntan oil or lotion must remove any excess before entering or re-entering the pool.
4. Guests must be accompanied by a resident. EACH RESIDENT (CONDOMINIUM) IS LIMITED TO A MAXIMUM OF TWO GUESTS AT ANY ONE TIME.
5. Pets are not allowed in the pool area.
6. Proper bathing attire is required. No cut-offs or jeans.
7. No glass containers are allowed.
8. No running or rough housing is allowed in the pool area.
9. No rafts, floats or toys of any kind are permitted. Swim rings and arm flotation devices are permitted.
10. Stereos and radios must be kept at a low volume, earphones/buds are encouraged.
11. The pool cannot be used exclusively by any person or group at any time.
12. Any infraction of these Rules can revoke an owner or resident's right to use the facility.

RECREATIONAL VEHICLES:

1. No boats, trailers, campers or any such type of recreational vehicle may be parked on Jasmine property. Failure to comply may result in said vehicles being towed at the owner of the vehicle's expense. Owners are allowed to temporarily park said vehicles & camping trailers for a period of four (4) hours or less prior to or after an outing for the purpose of loading/unloading/cleaning if said vehicles fit in a standard unassigned parking space.

ROADWAYS AND WALKWAYS:

1. All roadways and walkways shall be clear for any emergency traffic. No personal property shall be stored or left in the roadways, sidewalks, entryways, stairwells, walkways or other places in the common areas.

SIGNS:

1. No sign of any type is allowed to be placed on any balcony, deck or in any window of the community, including but not limited to “For Rent” or “For Sale” signs.
2. The community bulletin boards located in the laundry rooms may be used for personal advertisements as approved by Management.

SMOKE ALARMS:

1. Operational smoke alarms are REQUIRED in each unit by order of the City and County of Denver. New owners must submit written notice to the City of Denver Fire Department that a functional smoke alarm exists in the unit. If the unit is leased, a letter to the Fire Department certifying that the unit has an operational smoke alarm must be submitted every time occupancy changes.

STORAGE:

1. Storage lockers are located in each building and are assigned per the deed of trust. In the event that a storage locker is used without the permission of the owner that it is assigned, the owner of said assigned storage space reserves the right to enter said locker and confiscate/dispose of anything contained within. Any items abandoned will be disposed of as appropriate.

TRASH ROOMS:

1. Trash bags must be securely tied to prevent leaks and odors, all boxes must be broken down prior to placement in the dumpster, and residents are responsible for the arraignment and payment for the removal of all large items, household appliances, carpeting & other remodeling refuse.

WATERBEDS:

1. Waterbeds are acceptable with a current certificate of insurance provided to the Association from the owner of the condominium. Waterbeds are not to be drained in any manner except down the bathtub drain.

WINDOWS:

1. All windows must have proper window coverings (curtains, drapes, blinds, or shades) outward facing material must be white or off-white in color.
2. Replacement and/or repair of all windows, mechanisms, locks, & adjoining framework are the responsibility of the Condominium owner and replacements must be approved in writing by the architectural control committee.

3. No exterior shades, awnings or window guards shall be installed or maintained except by written approval of the Association.

JASMINE ASSOCIATION, INC.

RESOLUTION ON INSURANCE COVERAGE:

The Association carries a Master Insurance Policy which, in general, covers the Association's risk for damages to the common elements and common area of the Association's property. Each owner is personally responsible for damage and loss to that owner's personal property and improvements within that owner's home and damage caused to adjoining homes by the action of the owner, their residents, guests & invitees. Each owner, therefore, is mandated to carry an insurance policy such as a unit owner's policy or common interest ownership unit owner's policy "more commonly known as an H.O.6" to cover the risk of the unit owner's loss. This policy should cover not only the risk the owner may have regarding the owner's personal property, liability coverage, unit and improvements but also cover the risk the owner may have for payment of the deductible portion of the Association's Master Policy if a claim arises out of injury or damages caused by the unit owner, the owner's lessee, family member, invitee, guest, purchaser under a real estate contract, or other similar person or persons for which the unit owner is responsible. The Association's policy does not cover relocation or costs involved during reconstruction or other project that would cause a unit owner or resident to be displaced from their condominium home.

All unit owners are hereby advised that claims on the Association Master Insurance Policy will not be submitted unless the total damage repair or other loss is estimated to be in excess of \$5,000.00 or the current Association's deductible. The Association's Master Insurance Policy deductible is currently \$5,000.00. The Association's Board will determine and decide if a loss is to be submitted under the Association's Master Policy. In instances where the Association pays for a loss, whether or not in excess of \$5,000.00, and where the Association's Board determines that the cause of the loss is the unit owner or one of the persons for which the unit owner is responsible, then the unit owner shall pay the Association the amount of the Association's loss or deductible whichever is greater. If the amount of the loss is not reimbursed to the Association within thirty (30) days of notice to the unit owner, the amount of the loss shall be considered a delinquent assessment under the Association's Declaration and would be collected in accordance with the assessment collection procedure established with the Board of Director's.

PLUMBING INFORMATION:

1. All repairs to any plumbing, and any adjoining fixtures, leaks, and repairs inside the individual condominium is the responsibility of each unit owner.
2. Plumbing leaks and repairs are the responsibility of the unit owner including shut off valves, pipes up to the main line including T's, and drain lines from vanity, toilet and tub drains leading to the main line connection that serves more than one unit.
3. When a drain line is broken or damaged and serves more than one unit, those two units involved will share the cost of repairs.
4. Any damage resulting in a water leak from an individual unit into another unit, the owner of the unit causing the damage is responsible for repairs and restoring the damaged unit to the condition that existed prior to the damage.

5. Every owner must perform all maintenance and repairs within their own unit. Not keeping up repairs and maintenance affects all units in the building.
6. All repairs of water lines, gas lines, electrical, sewage, telephone, air conditioner, heat ducts, doors, window screens, and all accessories belonging to the individual unit area is the expense of the owner.
7. All owners shall reimburse the association for any expenditure incurred repairing or replacing any common or limited common element due to damage done from an individual unit.
8. Sewer backups and slow drain problems within the condo unit is the responsibility of the individual unit owner.
9. When a sewer backs up on a lower level unit and the determined cause was due to hair, items not meant to be put down the drain or grease, all the units connected to that line will share in the cost of the repair.

ELECTRICAL INFORMATION:

1. Electrical repairs inside a condominium unit are the responsibility of the owner also including but not limited to: the electrical meter, main unit breaker, breaker box and outlets in the home, some of which may be outside the condominium in a dedicated electrical meter room.
2. Owners shall check periodically for outlets that are warm to the touch or connections that spark and shall immediately call a licensed electrician to repair any problems.

STORAGE LOCKERS:

1. The Board of Directors has determined that the storage lockers that are deeded to your unit will belong to that unit and the owners will be responsible for the storage locker maintenance of locking mechanisms & repairs to the doors of the units.
2. If someone is using your storage locker, or there are any repairs that need to be done; such as, new hinges, the owner of the storage locker is responsible for the repairs, or cutting any locks and removing any items that are not theirs from the storage locker. The Association will no longer assume responsibility for them.
3. If you are unsure which locker belongs to your unit, please contact the Jasmine office to get assignment information. In the event your locker has been vandalized or broken into, it is recommended that the owner contact the Police Department to file a report.

ENFORCEMENT PROCEDURES:

1. Rules violations may be reported by a Director, employee, or by any member of the Association or resident of the community. Enforcement procedures under these Rules and Regulations may be affected without regard to the prosecution and/or assessment of penalties for violation of any local ordinance and/or statute of the City and County of Denver, and/or State of Colorado. Complaints from residents must be in writing, and must clearly indicate the rule(s) alleged to have been violated, the nature of the violation, the date, time and location of the alleged violation, and the address of the alleged violator(s), name if known, and any other pertinent information.

Any person charged with a violation shall have 10 days from the date of the notice to respond. It is the responsibility of the Board to notify the accused, in writing by regular US Mail, of the amount of any fine, the date such fine is due, and the violation(s) for which the fine is being levied.

If the person(s) charged with a violation provides a written response to the Board requesting a hearing, a date will be set by the Board of Directors for a hearing not more than 60 (sixty) days following the receipt of the notice for a hearing. The Board will provide written notice of the date, time and location of the hearing to all interested parties. A quorum of the Board is necessary in order to take any action at a hearing. The Board will describe the rule alleged to have been violated along with the time and date of the alleged violation.

The highest ranking member of the Board present will preside over the hearing, and the Directors may question witnesses, who will have the opportunity to describe the incident in detail.

2. No charge of violation will be upheld without evidence. The accused will have the opportunity to respond. He or she may represent him or herself, or be represented by any other person, including legal counsel, the cost of which shall be borne by the accused. He or she will have the opportunity to rebut and to present supporting evidence or witnesses. Following all testimony, the hearing will be closed and the Board will consider and discuss all witnesses and evidence and then decide whether a violation has occurred. The Board of Directors or the Rules and Regulations Violation Committee shall send written notice of its decision, to the Owner within Thirty (30) days of the close of the hearing.
3. Owners/Residents shall report violations of these Rules and Regulations or the Declaration in writing address to the Association Manager. Complaints may also be initiated by the Association's Resident Manager, Property Manager, Board of Directors, or other agents of the Association.
4. Except in case of emergency, upon receipt of a complaint, the Association shall send written notice of the alleged violation to the Owner of the Unit in which the alleged violator resides. The Association may also but are not obligated to send such notice to the resident, if different than the Unit Owner. Such notice shall set forth the nature of the complaint, the rule or covenant which has allegedly been violated, and a request that the activity or violation be promptly corrected.
5. A second or subsequent complaint of violation of any rule or covenant within a consecutive six (6) month period shall result in a written notice issued to the Unit Owner, and/or resident, concerning the violation and the imposition of a fine after notice and an opportunity for a hearing. The notice shall set forth the nature of the complaint and the rule and regulation which has been allegedly violated. The Unit Owner may request a hearing to contest the alleged violation within ten (10) days of the date of such notice. To request a hearing, a written request must be sent to the Association at the address listed above. If a written request is not sent within ten (10) days of the date of the violation notice, the Unit Owner shall be deemed to have forever waived the right to a hearing. The Board shall consider all the information received concerning the violation to be true and correct as to whether a violation has occurred. If the Board determines that a violation has occurred, it shall impose a fine upon the unit owner's account in accordance to the fine schedule set forth in these Rules and Regulations.
6. Fines and penalties for Rules and Regulations violations are set forth in the Associations Covenant Enforcement Policies.
7. In addition to the fines imposed, the Association will suspend the Owner's voting privileges until the fine is paid and the violation is corrected. The Association may also take any other action provided in

the Declaration or by Colorado law to enforce the Declaration, Bylaws and Rules and Regulations, including filing a lawsuit against the Owner of the Unit. If the Association brings a legal action to enforce any provision hereof, the violating party shall be subject to liability, for costs, expert witness fees and reasonable attorney's fees.

In addition Board Members, Management, Staff, Employees and Hired Vendors are protected from undue harassment and threats by any Owner or resident and as such any act against the above will be an automatic \$100.00 fine after notice and an opportunity for a hearing, against the condominium and the offender subject to arrest by the authorities. The Board of Directors may also suspend use of recreational facilities for no more than sixty (60) days depending on severity of the infraction.

The Association, in its sole discretion, may increase the amount of the fine based upon the frequency with which violations occur by the same Owner or Owner's tenant or guest, the administrative time involved with reviewing alleged violations by the same Owner or Owner's tenant or guest, whether the Association's manager is required to visit the property due to the violation, the need for a police response, or similar considerations. The increase may be up to double the amount of the fine for the appropriate offense.

Further, a finding of and fining for second, third, fourth and subsequent offenses do not have to be for the same violation as the previous offense(s). For instance, if a resident receives a first warning for violation of a parking rule and subsequently violates another rule, the resident may be fined for the second offense.

All fines shall be due and payable with the next installment of the monthly maintenance assessment. Any fine not timely paid may be subject to late fees and interest charges and any other collection costs that the Association may incur to collect said debt.