

**RULES AND REGULATIONS  
OF EVERGREEN MEADOWS HOMEOWNERS ASSOCIATION**

**(Electronic version, not an original or original copy)**

PREAMBLE: The Evergreen Meadows Homeowners Association, in its Articles of Incorporation and By-Laws, is specifically chartered with the responsibility to enforce recorded covenants. In order to fulfill this responsibility, rules and regulations are required which ensure fair and equitable enforcements of the covenant provisions and represents the interests of all residents of Evergreen Meadows. The purpose of these rules and regulations is to encourage voluntary compliance by all residents with the covenants, while at the same time providing for enforcement provisions.

The Board of Directors of Evergreen Meadows Homeowners Association. Inc., a Colorado nonprofit corporation (the "Association"), acting pursuant to the powers enumerated by the Articles of Incorporation, the Association's By-Laws, and the Covenants for Evergreen Meadows, Units 1 through 9, as amended from time to time. recorded in County of Jefferson (the Covenants"), have enacted the following Rules and Regulations. A certification by the Secretary of the Association follows these Rules.

## **DEFINITIONS.**

**ADULT** - A Person who has attained the age of majority.

**ASSOCIATION DOCUMENTS** - Collective reference to the Covenants, to the Architectural Guidelines, to the Articles of Incorporation of Evergreen Meadows Homeowners Association, Inc., to the By-Laws, and to the Rules and Regulations.

**BYLAWS** - The Bylaws of Evergreen Meadows Homeowners Association. Inc. as adopted by the Association for the regulation and management of the Association, including any amendments.

**COMMON ELEMENTS** - Any real estate owned or leased by the Association.

**COMMUNITY** - Is all properties within the jurisdiction of the Association pursuant to the Association Documents. This term includes the Common Elements and the properties, and all improvements thereon, together with all rights, easements and appurtenances.

**EXTERIOR** - This term includes the exterior components of a physical structure within the Community.

**FINES** - Any monetary penalty, late charge, or other penalty levied by the Association pursuant to the Association Documents or pursuant to these Rules, including attorneys fees and costs incurred by the Association and for which the Owner is liable.

**GUESTS** - Person(s) who enter the Community at the invitation of an Owner or Related User.

**MINORS** - All Persons who have not yet reached the age of majority.

**NOTICE/HEARING** - Written notice and an opportunity to be heard at a public hearing before the Board of Directors in the manner provided in these Rules.

**NON COMPLIANCE** - The failure of an owner to adhere to one or more provisions of the Association Documents.

**OWNER** - A Person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more properties.

**PROPERTY** - Referred to as a "Lot", "Site", or "Property" in the Covenants.

**RELATED USER** - Any (i) Adult Person who resides with an Owner within the Community; (ii) Minor of the Owner or Adult Person who resides with the Owner; (iii) occupant. Tenant or contract purchaser of a property', and any family member or cohabitant of any such Person.

**RESIDENCE** - Dwelling structure located within a property.

RESIDENT - A Person whose principal residence is a property located within the Community, and who is either an Owner or Related User.

RULES AND REGULATIONS - Any instruments, however denominated, which are adopted by the Association for the regulation and management of the common interest community, including any amendment to the instruments.

TENANT - Any Person other than the owner who occupies a property.

VIOLATION - An act of noncompliance with these Rules or any provision of the Association Documents as determined at a hearing of the Board of Directors.

## **Rule 1.0 RESPONSIBILITIES FOR ENFORCEMENT OF THE COVENANTS**

### **1.1 Association Responsibilities.**

1.1.1. The Association, through the Board of Directors, shall have the powers as defined in the Association Documents and/or as provided under Colorado Law.

### **1.2 Owners' Responsibilities.**

1.2.1 Owners shall be responsible for complying with all provisions of the Association Documents.

1.2.2 Each Owner shall be responsible for his or her own Violations and for the Violations of all his or her Related Users and Guests.

1.2.3 Every Owner has the right to request members of the Board of Directors to enforce the Rules.

## **Rule 2.0 PENALTIES**

**2.1 Notice/Hearing.** Prior to the levying of Fines, Persons liable for the payment thereof will be provided Notice and an opportunity to be heard.

2.1.1 Each Non Compliance will be substantiated by written documentation from one of the following: (i) a member of the Board of Directors, or (ii) an Owner when delivered to a member of the Board of Directors.

2.1.2 Notice of Non Compliance shall be given to the following Persons:

^

(i) In the case of a Non Compliance by an owner, notice shall be given to the owner of the property.

(ii) In the case of a Non Compliance by a Minor Resident, Notice shall be given to an Adult Resident of the property and the Owner of the property.

(iii) In the case of a Non Compliance by a Tenant or a Related User of a Tenant, Notice shall be given to the Tenant and the Owner of the property.

(iv) In the case of a Non Compliance by an Adult Resident, Notice shall be given to the Adult Resident, and also to the Owner of the property.

(v) In the case of a Non Compliance by a Guest. Notice shall be given to the Owner of the property.

2.1.3 All Notices required to be given under these Rules shall be in writing and shall be deemed given when delivered personally or when

deposited into the United States mail, sent first class postage prepaid, return receipt requested, and addressed to the receiving party as follows:

(i) If to an Owner, to his or her property, or such other address as may be known from the Association's records and

(ii) If to a Tenant or an Adult Resident, to the property where he or she resides.

2.1.4 Persons entitled to a Hearing shall have the opportunity to be heard at the next regularly scheduled meeting of the Board of Directors, or at such meeting as may be scheduled by the Board of Directors at a date and time no less than ten calendar days after such Person's receipt of the Notice. All Hearings shall be held at the location set forth in the Notice.

2.1.5 The Hearing will be conducted by the Chairman of the Covenants Control Committee or another member of the Board of Directors. The purpose of the Hearing is to review the Non Compliance to determine if a Violation of the Association Documents has occurred and to establish a plan and time frame for correction of the Non Compliance. The decision(s) made or agreed to at the Hearing will be documented.

2.1.6 In the event a Non Compliance is resolved prior to the Hearing and this is the first Non Compliance, no further action will be taken by the Board of Directors. A Hearing is mandatory for the second or subsequent Non Compliance of the same provisions of the Association Documents whether or not the Non Compliance is cured prior to the Hearing.

2.1.7 In the event any Person entitled to a Hearing fails to appear, he or she will be presumed to have acknowledged the Non Compliance, a Violation will be determined, and the person will be subject to all the assessments for the occurrence of the Violation.

## **2.2 Fines**

2.2.1 For each Violation of the Association Documents: \$25.00 per day, up to a maximum of \$500.00 per month.

2.2.2 After Notice and Hearing. Persons responsible for the Violation, shall be subject to the Fines as set forth in these Rules.

2.2.3 Owners shall be personally liable for all Fines assessed against their property.

## **2.3 Suspension of Voting Rights.**

2.3.1 For Nonpayment of Fines. During any period a Fine remains unpaid, and, without prior notice, the voting rights of the delinquent Owner shall be suspended.

2.3.2 For Violation of these Rules. During any period in which a Violation of these Rules remains uncorrected, after notice and hearing in the manner provided in Rule 2.1, the voting rights of the delinquent owner shall be suspended.

2.3.3 Alternative Rights and Remedies. In addition to the foregoing penalties, the Board of Directors does not waive alternative rights and remedies it may be afforded under the law for enforcement of the Association Documents.

## **2.4 Placement of Lien on Property**

2.4.1 In the event that a fine remains unpaid, regardless of whether the /.^<sup>^</sup> Violation has been corrected, the Association may file a lien (i.e., a notice of Violation) against the property in Jefferson County court for the amount of unpaid fines, other applicable attorney fees and court costs.

## **Rule 3.0 APPLICATION OF OWNERS PAYMENTS**

**3.1** Payments received from **Owners** shall be applied to the Owner's account in the order of attorney's fees and costs related to the Violation incurred by the Association and for which the Owner is responsible.

The undersigned, as Secretary of Evergreen Meadows Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"), hereby certifies the foregoing constitutes the complete Rules and Regulations of the Association as duly enacted by its Board of Directors on January 17, 1995. Said Rules and Regulations to be effective March 1, 1995 and shall supersede all other Rules and Regulations duly enacted by the Association.

**EVERGREEN MEADOWS HOMEOWNERS ASSOCIATION, INC.**