

RAVEN HILLS HOMEOWNERS ASSOCIATION

Subject: Raven Hills Resolution 06-2 - Penalty for Failure to Obtain Prior ACC Approval for Exterior Maintenance, Architectural and Landscaping Changes Approved May 15, 2006

References: Colorado Statutes, Covenant Articles, and By-Laws Articles listed below.

Responsible Director: Director for Covenants

WHEREAS Raven Hills Homeowners' Association has a declaration, and By-Laws of the Raven Hills Homeowners' Association

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce the declaration and By-Laws with the following procedure:

To correct this problem and by the authority of the references below, the Board of Directors is instituting the following fines for non-compliance with the covenants requirement to obtain prior ACC approval before any exterior maintenance, architectural, and landscaping changes

a. If the project is started or already completed and, upon review, the ACC approves the change in retrospect, then a fine ranging up to \$500 will be assessed by the board based on the severity of the offense. This fine will be payable in 30 days from notification to the homeowner of the board's decision. On day 31, payment will be considered delinquent and action will be initiated to place a perpetual lien on the property for the original amount of the fine and legal expenses plus 8% interest, compounded monthly until the fine is paid and the lien is released.

b. If the project is started or already completed and, upon review, the ACC disapproves the change, then the homeowner will be assessed a fine ranging up to \$500 plus be required to remove or replace the work in order to be in compliance with covenants within 6 months. If this is not accomplished in the allowed time, then the homeowner will be assessed an additional fine. The amount of the additional fine will be based on the current cost to accomplish the work by a licensed contractor based on the average of three competitive bids. This cost plus interest, compounded at 8% per annum, until the required work is completed, will be assessed and a perpetual lien placed on the property.

c. In all cases, there will be an opportunity for the homeowner to be heard before a fine is formally imposed.

APPROVED:

Date: May 15, 2006

President: James Schaffner

Secretary: Kirsten Peterson

Legal References:

a) Colorado Statutes/Title 38 Property - Real And Personal/Real Property/Interests In Land/Article 33.3 Colorado Common Interest Ownership Act/Part 3 Management Of The Common Interest Community/

38-33.3-302. Powers of unit owners' association. (Quoted in part)

(k) Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, and rules and regulations of the association;

b) Declarations of Covenants, Conditions and Restrictions by Rockrimmon Land Company for Raven Hills

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS (Quoted in part)

SECTION 8. Assessment Lien.

Assessments levied upon Lots shall be a perpetual lien upon said Lots until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions occur as hereinafter provided; but such liens shall be subordinate to the lien of any trust deed or mortgages. Sale or transfer of any Lot shall not affect the assessment Lien. However, the sale or transfer of any Lot which is subject to any trust deed or mortgage, pursuant to a decree of foreclosure under such trust deed or mortgage or any proceeding resulting from a default on the trust deed or mortgage and had in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE IX - EXTERIOR MAINTENANCE (Quoted in part)

SECTION I. Landscaping.

The Owner of each Lot shall maintain the structures on and grounds and landscaping thereof in a neat and attractive manner. Upon the Owner's failure to do so, the Board of Directors may, at its option, after giving the Owner thirty (30) days written notice, have the grass, weeds, trees, shrub and other vegetation cut or trimmed when, and as often as, the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any Lot to maintain the beauty of the Properties.

SECTION 2. Structural.

Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance the Board of Directors may, at its option, after giving the Owner six (6) month's written notice, make repairs to and improve the appearance of such structure in a reasonable and workmanlike manner.

SECTION 3. Assessment of Cost.

The cost of such maintenance referred to in Sections 1 and 2 above shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Lot is subject under Article VI hereof.

Article XI - General Provisions (Quoted in part)

SECTION 3. Enforcement.

The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants.

Failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.