

## **WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, RULES AND REGULATIONS**

(Revised and Effective as of OCTOBER 15, 2018)

The Rules and Regulations for the Benchmark Condominiums (the “Rules”) have been established by the Board of Directors (the “Board”) of the Benchmark Condominium Homeowners Association d/b/a Westlake Village Condominium Association, Inc. (the “Association”) pursuant to the power invested in the Board by the governing documents of the Association. These Rules apply to all Owners, Owners’ family members, tenants or occupants (collectively “Tenant” or “Tenants”), guests, visitors, licensees, invitees, service personnel, and other persons residing at or entering (“Resident” or “Residents”) the Benchmark Condominiums property and premises (the “Complex”). These Rules have been established and will be enforced in order to ensure a quality living experience for all involved. **Objectionable behavior is not acceptable even if it is not specifically covered in these Rules.**

These Rules shall supersede any previous Rules and Regulations, Fines Sheets, Dog Policies, or other rules and regulations previously in effect prior to the Effective Date of these Rules.

Any questions or concerns regarding these Rules may be presented to the Board either in person or in writing. Management shall be responsible for enforcing these Rules and will report continued violations to the Board. **The Board thanks you in advance for our understanding and compliance.**

### **MANAGEMENT CONTACT INFORMATION:**

Sandstone Property Management (“Management”)  
Chris Carpenter, Property Manager, owner SSPM  
Cell (970)331-7777  
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### **UNIT OWNER RESPONSIBILITIES:**

1. All Owners are responsible for ensuring that Residents or other persons for whom the Owner is responsible are notified of the Rules and comply with the Rules.
2. Owners shall include notification and a copy of the Rules (including any updates) to all Tenants in the Owner’s lease/rental agreement with said Tenants. All leases shall be in writing and shall state that the lease is subject to the provisions of all governing documents of the Association. Leases will further state that failure to comply with the terms of the Association’s governing documents can be considered a default under the lease.
3. All Owners are responsible for ensuring that leases comply in all respects with the governing documents of the Association.
4. Units shall be occupied and used by their respective owners or their Residents only as private residential dwellings and for no other purpose whatsoever.
5. Each Owner shall keep on file with the Association’s Board or Management the following information and documentation:
  - a. The name and telephone number of any and all Tenants residing at the Unit and the management organization or person, if any, attending to the affairs of the Owner’s Unit.
  - b. A copy of the lease/rental agreement that the Owner has with the Owner’s Tenant(s); and
  - c. A copy of the current Rules signed by each and every Tenant residing at the Unit.

6. In the event that an Owner's Resident commits a violation of the Rules, the Owner of such Resident's Unit (or, as set forth below, such Owner's agent) shall be held responsible for payment of any and all fines and other charges, costs, and expenses.
7. The Unit Owner shall be solely responsible for collecting payment or reimbursement from the Resident or other person whose conduct resulted in the imposition of fines and other charges, costs, and expenses to such Owner.
8. An Owner's notification and provision of a copy of the Rules to any person shall not absolve the Owner of the responsibility to pay any costs associated with any violation of the Rules.
9. In the event of any violations or imposition of fines or other charges, costs, and expenses, the Board shall communicate and otherwise deal directly with the Owner and not the Resident, Unit manager, and/or other person. However, in the event that the Owner is unresponsive or fails to adequately address violations of the Rules or governing documents, the Association shall hold, where applicable, the Owner's property manager, Unit manager, or other agent wholly responsible for addressing violations and for the payment of any and all fines and other charges, costs, and expenses.
10. Each Owner is responsible for ensuring that their fire and carbon monoxide alarms are in good working order.
11. Each Owner is responsible for ensuring that the occupancy of their Unit is in accordance with any and all applicable guidelines, rules, ordinances, or other limitations.
12. Each Owner shall maintain his Unit so as to provide an orderly curbside appearance, consistent with other Units in the Complex. This includes, but is not limited to, maintaining windows to be free from stickers, posters, or other distractions and maintaining window coverings of a style and quality consistent with other Units in the Complex. The window coverings shall be of a solid, white color and light shade and must be a product that is intended as a window covering (i.e. blinds, shades, curtains, etc.). No cardboard, bedsheets, blankets, tin foil, or any other products not intended as a window covering shall be allowed.
13. It shall be the responsibility of every Owner to heat his/her Unit so as to maintain a minimum temperature in his/her Unit of NO LESS THAN 55 DEGREES FAHRENHEIT from October 1st to May 30th each year. This minimum heating requirement must be met even when the Unit is vacant. This requirement is essential to minimize any damage which may result from the freezing of pipes, both individual and common, which pass near or through individual Units within the Complex.
14. Each Owner shall make his/her Unit available to inspection by the Association on a monthly basis, at a time convenient to the Owner or Owner's Residents, for the purpose of allowing Management to ensure that all Units are free from insect, vermin, mold, structural, plumbing, electrical, mechanical, or other issues that can affect other Units or the common elements of the Complex. The purpose of this inspection is to provide for the safety, health, and welfare of all Residents and to protect the Owners' property values.

**RULES:**

**PETS:**

1. All pets that are kept on or in the Complex, whether such pets are owned by Owners, Residents, or guests are subject to the following rules and regulations.
2. Pets of tenants, guests, licensees, and invitees are the responsibility of the respective Owner.
3. An Owner of a Unit may keep one dog or cat or a reasonable number of birds, fish or other bona fide household pets other than dogs and cats, so long as such pets are not kept for commercial purposes, are kept in compliance with

applicable rules, statutes and ordinances, are not kept in such number or manner as to create a nuisance to any other Owner or Resident residing within the Complex or to wildlife. An Owner's right to keep household pets shall be coupled with the responsibility to pick up and dispose of all fecal matter from such Owner's pets (or Owner's Resident's or guest's pets), as well as any costs incurred by the Association as a result of such pets. The Association reserves the right to adopt additional and more restrictive limitations on household pets.

4. Tenants are permitted to have, per Unit, one dog or cat or a reasonable number of birds, fish or other bona fide household pets other than dogs and cats provided that they have fulfilled, as conditions precedent, the following two requirements:
  - a. Tenant has received the prior, express written permission of the Owner of the Unit and such written permission is communicated to Management; and
  - b. The tenant has registered the pet and their rental lease with Management.
5. Each Owner shall be charged a tenant pet fee (the "Tenant Pet Fee") of \$100.00 per month (or portion of any month) per dog or cat kept by their Tenant, which Tenant Pet Fee shall be deemed to be additional Common Expenses as defined in the Declaration and shall be a burden running with, and a perpetual lien in favor of the Association upon the Owner's Unit and shall attach without notice at the beginning of the first day of any period for which any Common Expense assessments are levied. Collected Tenant Pet Fees will be used for the maintenance and replacement of the landscaped areas of the common areas and for any necessary pet cleanup costs. The funds received by the Association as Tenant Pet Fees will be commingled with the operating funds of the Association, but accounted for in a separate line item in the Association's annual budget.
6. Payment of a Tenant Pet Fee (or fine) does not obviate the responsibility to clean up after pets.
7. Any request for waiver of a Tenant Pet Fee shall be made in writing to the Board or Management and should be accompanied with the appropriate documentation, if any, required by federal, state, or local statutes, ordinances, or other laws.
8. Pets are not permitted to roam outside of the Unit, including, but not limited to, on any common areas of the Complex, which common areas shall include any of the landscaped areas within the Complex, the landscaped areas adjacent to the Complex maintained by the Association and the parking areas located within the Complex, except when such pet is under the control of the Owner, Resident, or guest. "Control" is as defined in the most recent version of the Eagle County Animal Control Resolution. Dogs shall be restrained on a leash no longer than ten (10) feet from the individual controlling the animal.
9. Owners are responsible for property damage, injury, disturbance, noise and cleanup their pets or their Residents' or guests' pets may cause or inflict on the Complex or the common areas.
10. Any person curbing any pet or allowing their pet to defecate on the Complex or the common areas shall be responsible for immediately cleaning up after their pet.
11. Pet owners shall take care to ensure that their pets are not causing a nuisance to other Owners or Residents, including, but not limited to, in the form of uncontrolled barking or attracting other animals by being in heat or otherwise.
12. No unattended animal shall be allowed to remain on, tied to, or chained on or to any balcony, patio, or other parts of the exterior of any Unit, common element, or common area. Dog runs and dog ties are expressly forbidden.
13. Pets should be walked off the Complex, to the extent possible. If the pet cannot be walked off- Complex, the pet should be walked: (1) at the berm area located on the north side of the Complex (closest to I-70) or (2) at the berm area located next to the fence southwest of Building A.

14. Individuals walking pets at the Complex shall use leash/control.
15. No animals, livestock, horses, rodents, reptiles, birds, poultry, or insects of any kind shall be raised, bred, kept or boarded in or on the Complex.
16. No person shall maintain or keep any pet which, at the sole and absolute discretion of the Board, is considered to be a danger, nuisance, or inconvenience to Owners, Residents, Management and their staff, or the larger community. If a pet or a pet's actions are deemed objectionable by the Board, the Owner shall be given written notice to correct the problem and, if not corrected, that Owner shall be required to pay fines and/or to permanently remove the pet from the Complex. In the event that the pet owner fails to comply with the Board's request to remove the pet, the Board can, based upon sufficient justification, request that the local animal control organization remove the pet from the Complex.
17. Owners shall hold the Association harmless from any claim resulting from any action of their Residents' pets or the pets of their guests or invitees.
18. The Association shall be indemnified by the Owner that keeps a pet or for Owner's Residents that keep a pet within the Complex, which indemnification shall extend to any loss, claim, or damage of any kind or character whatsoever, resulting from keeping or maintaining the Owner's pet or Owner's Resident's pet on the Complex. It is primarily the Owner's responsibility to indemnify and hold the Association harmless for the actions of their Resident's pet. In the event that an Owner is not responsive or attentive to this responsibility, the Association shall, where applicable, hold the Owner's property manager, Unit manager, or other agent responsible for the Owner's duties in this regard.
19. Any Tenant who maintains more than the allowable number of pets in a Unit shall not be permitted to renew such Tenant's lease.
20. All dogs shall be licensed or registered with the applicable local government and all dogs and cats shall be vaccinated as required by law or ordinance.
21. Violations of any part of this Pets policy shall be addressed in the manner set forth below for violation of the Rules. That said, any Owner or Resident that observes an infraction of these Pet Rules should discuss such infraction with the offending party in a neighborly, calm fashion in an effort to secure voluntary compliance.
22. If, at any time, two or more written complaints are received about a pet, the Association shall contact the Eagle County Animal Control Department and apprise them of the situation so they can bring the Owner and/or Resident and the pet into compliance with their ordinance. If a pet is found at large (not in the company of its owner), the pet may be taken and held for Animal Control to pick up.

#### **COMMON AREAS:**

1. Nothing shall be done within the Complex (including a Unit) which would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governmental body. To the extent necessary or prudent, the Board or Management is authorized to contact appropriate law enforcement or governmental officials to enforce such breaches or violations.
2. Any common sidewalks, driveways, and entrances shall not be obstructed or used by any Owner or Resident for any purpose other than entry and exit from the Units. These areas are not to be used for storage of any kind, including, but not limited to, personal items, wood, bicycles, and tires. Nor shall any garbage be left in any common areas.
3. All grounds outside the Units' doors are common area belonging to the Association. Any changes to those grounds (including, but not limited to, gardens or planting of trees or shrubs) must receive prior written approval from the Board.

4. No Owner or Resident shall put his/her name in any entry, passageway, vestibule, hall, or stairway of the Complex, except in the proper place on any mailbox provided for the use of the applicable Unit.
5. Residents are not permitted to perform work of any kind on the exterior building walls or on the general or limited common elements.
6. No radio or television antenna or like apparatus or connection shall be installed by an Owner or Owner's agent outside of the Owner's Unit. No cords, wires, or similar items may be hung out a Unit window or from a Unit through any common area. Satellite dishes may be installed only with the prior written approval of the Board and may be restricted in size or otherwise in the sole and absolute discretion of the Board.
7. No person shall make or permit any disturbing noises (including playing musical instruments or stereos too loud) in the Complex nor do or permit anything that will interfere with the rights, comforts, or convenience of other persons residing at or visiting the Complex.
8. Quiet time shall be observed by all residents, guests, and other persons between the hours of 10:00PM and the following 8:00AM.
9. Dumpsters are to be used by Residents of the Complex only, with no trash brought in from the outside. Any trash dropped in the process of emptying refuse shall be immediately picked up and placed in the dumpster. All signs posted near the dumpster must be heeded, including as to separation of trash and recyclables.
  - a. The dumpsters are not to be used for commercial dumping or disposing of large objects (construction debris, sofas, refrigerators, water heaters, mattresses, bed frames, chest of drawers, etc.). Any such items must be disposed of in a commercial landfill or other approved facility by the Owner and/or contractor. Any charges for oversize trash made by the removal company shall be charged to the offending Owner, to the extent that identification of such Owner or Owner's Resident is possible.
  - b. Owners and Residents shall close and lock trash receptacles after each use. This is vital due to bears and other wild animals in the area.
10. Littering at the Complex will not be tolerated. Nothing (including cigarettes) shall be thrown or emptied by an Owner or Resident out of the windows, doors, or anywhere on the Complex.
11. Smoking shall only take place in smoking areas, as such may be designated. In no event shall persons smoke within 25 feet of any building.
12. Laundry facilities are provided for the convenience of Owners, Tenants, and their guests. No person shall tamper with any laundry machine for any purpose whatsoever, including, but not limited to, adding water to machines for the purpose of avoiding fees for their use. Owners and Residents shall clean up the laundry room after their use.
13. No person shall be allowed to loiter or play in the hallways, stairways, parking areas, or other common areas of the Complex. This includes, but is not limited to, bike riding, strolling, skating, or general congregating.
14. No Owner or Resident shall permit any noxious or offensive smells to permeate into the common hallways. This includes, but is not limited to, pet odors and cooking odors.
15. No person shall tamper with an exterior door or its lock. No person shall prop open an exterior door.
16. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any common or other area in the Complex. The Association assumes no liability for, nor shall it be liable for, any loss or damage to vehicles parked in or about the Complex.

17. Each Owner is fully responsible for any damage to common elements, a Unit, or any personal property caused, directly or indirectly, by such Owner or the Owner's Resident or guest. The cost of repairing such damage shall be billed to the involved Owner and shall become an obligation in the same manner as other Association assessments.
18. Posting signs, petitions, posters or advertisements of any kind are not permitted on Association or Complex property (including the exterior of any Unit) without prior written Board approval.
19. Residents are not permitted to conduct any personal business endeavors on Association or Complex property (including within any Owner's Unit) which generate customer traffic and/or utilize common elements, facilities, and/or services.
20. The Board and Management are the only persons authorized to give orders or directions to employees or contractors performing work or services on any Association property.

#### **INSURANCE/HAZARDS:**

1. All Owners are required to have and must hold in effect homeowner's insurance, which insurance policy must cover the Owner's Unit as well as any damage caused to other Units or common elements of the Association.
2. Nothing shall be done within the Complex which might result in an increase in the premiums of insurance obtained for any portion of the Complex or which might cause cancellation of such insurance.
3. No Owner shall install or operate or permit to be installed or operated any machinery or equipment except household appliances in the Unit
4. No flammables, fireworks, or explosives may be brought in or used at or on the Complex.
5. Owners must maintain plumbing and fixtures so as not to cause damage to other Units or the Complex and so as not to cause water to run for any unreasonable or unnecessary length of time. The Association may conduct or have conducted unit inspections to verify the condition of plumbing or plumbing fixtures which may adversely affect the Association and the Owners. Management may enter any Unit or storage area to make repairs which, if left undone, may adversely affect the Complex in general. The cost of any such repairs is chargeable to and due and payable from the offending Owner.

#### **ARCHITECTURAL CHANGES:**

1. The Board must give prior written approval for all changes, architectural or decorative, to all common areas, common elements, and exterior spaces on the Complex.
2. Owners do not need to obtain approval from the Association for most interior decorating or simple repairs. For example, painting walls, changing a light fixture, hanging pictures, or building bookshelves do not need approval.
3. Prior approval in writing from the Board is required for any interior Unit work that involves, in any manner, penetrating floors, ceilings, or walls. Further, changes to Complex or common element electrical, plumbing, heating, mechanical, fire safety, structural or other systems located within individual Units may not be done until the Board grants express and prior written permission for such changes. These changes include, but are not limited to: plumbing, including moving pipes; electrical work that involves changing or moving of wiring; moving or reconstruction of walls; modifications to the mechanical systems of the building, including, but not limited to, communication wires, electrical systems, fire alarm, natural gas service, plumbing, heating, or air conditioning; or anything that affects other Units or the exterior of the building.
4. Prior approval in writing from the Board is required for the installation of any washer or dryer or other similar appliance, regardless of whether such appliance is intended to have exterior venting.

5. A request for approval must be submitted to Management in writing in advance of the date work is to begin. Work may not begin until written approval is received from the Board. Should a project begin without written approval, fines will be imposed according to the Rules Violation Policy set forth in these Rules & Regulations. Further, the Owner may be required to restore the structure to the original condition. In the event of unauthorized construction and in the Board's sole discretion, the Board may reject the Owner's contractor and hire a contractor on behalf of the Association to perform the restorations. The Owner shall be responsible for all contractor costs, charges, fees, attorney fees, and any other amounts incurred by the Association in addressing such unauthorized construction.
6. The Board is charged with approving all projects in a timely manner commensurate with the complexity of the requested project. The Owner should notify the Board if the request is especially urgent. If emergency repairs of essential services must be made and advance approval is impractical, every effort should be made to notify the Board and Management immediately so that they are apprised of the situation. Then, a qualified or, where required, licensed contractor must perform the work necessary to remedy the emergency situation.
7. The procedure for the approval process is as follows:
  - I. The Owner shall present to the Board an application for change, which shall include, without limitation, the following:
    - a. A written description of the projected change.
    - b. An elevation and drawing of the proposed change, as appropriate to the request. For example, a painting project may include paint color chips instead of drawings.
    - c. The manufacturer, model, color, and size of any structure, system, or appliance, as appropriate to the request
    - d. Projected start and completion dates
    - e. List of any contractors to be used, including contact information
    - f. List and copy of any applicable licenses, permits, engineering drawings and insurances
    - g. Ingress, egress, and parking plans for supplies and materials, rubbish, and contractor's personnel, as appropriate to the request
  - II. After reviewing the presentation, the Board may contact the Owner to discuss the proposal in more detail or to obtain additional information. The Owner shall provide any additional information needed to support the proposal.
  - III. Depending on the complexity of the project, the Board may request the assistance of an architect, the Association's attorney, an engineer, or a construction manager to represent the Association and to review or manage the modifications to the project. The cost of these services will be the responsibility of the Owner, but will be disclosed and agreed to in writing before any fees are incurred.
  - IV. When the Board has completed the review process, it will notify the owner of its decision in writing.
8. Hours for work that creates a noise or other disturbance, including but not limited to, demolition, drilling, hammering, or deliveries, are limited to 8:00 A.M. through 6:00 P.M. Monday through Saturday or as otherwise set by the Board on a case-by-case basis as necessary.
9. A licensed contractor must perform any work done on any structural, mechanical, or fire safety systems. Owners and contractors shall obtain all necessary licenses and permits from the applicable governmental agency at their own cost.
10. Any contractors performing work at the Complex shall provide certificates of insurance for liability and workers compensation and all appropriate licenses to Management before beginning any work.
11. Owners shall be responsible for any damage to common elements or other Units caused by their actions or the actions of their contractors or agents. The Owner on whose Unit work is being done shall indemnify and hold harmless the Association and the Owners, which indemnification shall extend to any loss, claim, or damage of any kind or character whatsoever, resulting from the project performed on the Owner's Unit. The Owner may document

any pre-existing damage to the common elements before the project commences; otherwise any damage will be assumed to be the result of work on the project.

12. Materials, supplies, tools, and equipment may not be stored in or on any common area, including, but not limited to, driveways, parking areas, sidewalks, or lawns, at any time without prior written consent of the Board.
13. Owners and contractors will take precautions to protect the common elements, which shall be cleaned daily at the completion of each day's work. The Owner shall be responsible for the performance of the contractor.
14. Association trash receptacles are not to be used for disposing of construction debris. All such debris is to be removed from the premises on a daily basis and no additional trash receptacles or dumpsters may be used except with the prior written consent of the Board.

**KEYS :**

1. Management shall retain a key to each Unit, which shall be provided by the Owner as soon as possible after taking ownership of the Unit. No Owner shall alter any lock or install a new lock on any door leading into a Unit without immediately providing a new key for Management's use.
2. Any Owner failing to abide by the provisions of this section shall be liable for damage resulting directly or indirectly from the inability of the Association to obtain entrance to that Owner's Unit in the event of an emergency or otherwise.
3. Any Owner failing to abide by the provisions of this section shall be liable to the Association for any and all costs and expenses incurred in obtaining entrance to that Owner's Unit, including, but not limited to, locksmith costs and expenses.
4. If an owner fails to provide a key as required, the Association shall not be liable for any damage suffered in a Unit in the event that the Association deems it necessary, in its sole discretion, to enter a Unit by force.
5. It is not the responsibility of the Association or Management to give keys out to Owners, Residents, or guests who get locked out or for any reason do not have keys available. To the extent that a key is provided by the Association or Management, a fee will be charged to the Owner's account for such service.

**PARKING/VEHICLES:**

1. Each Unit at the Complex is provided two assigned (2) parking spaces. Under no circumstances may a Unit utilize more than two (2) parking spaces.
2. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, a Unit, the dumpster, or the Complex. All vehicles shall be parked in the designated parking areas. Any traffic flow markings and signs regulating traffic and parking on the premises shall be strictly observed.
3. Any abandoned or inoperable vehicle left in any of the Complex parking areas shall be towed at the Owner's expense. A vehicle will be considered abandoned if parked in the same spot for more than 20 days and the Association has not provided prior approval for the vehicle to be stationary for such length of time.
4. No extensive servicing of any vehicle is permitted at the Complex.
5. Motorcycles and bicycles must be parked in their designated areas only. Visitors may park in designated areas only. Owners and Residents shall not park in areas designated for visitors.

6. No commercial vehicles may be parked at the Complex, unless such vehicles are used on a daily basis for the Owner's/Resident's business.
7. The parking of trailers, snowmobiles, all-terrain vehicles, and/or boats is not permitted. Campers, oversized vehicles, and recreational vehicles may not be parked at the Complex.
8. All vehicles being kept in the Complex must be legally licensed with proper insurance coverage. All vehicles parked on the Association lot must be registered to a Tenant or Owner of a Unit in the Complex.
9. Following an accumulation of snow (daytime or overnight) of more than three inches (3"), all vehicles must be removed from the parking areas for the time period between 7 and 10am in order to facilitate efficient snow plowing and snow removal.
10. Vehicles parked at the Complex in violation of these Rules are subject to towing at the vehicle owners' expense, with notice as required by applicable governmental statutes, ordinance, or rule.
11. The Association assumes no responsibility for damage to or theft from any vehicle or its contents while parked at the Complex.

#### **VIOLATIONS/FINES:**

1. Residents in the Association are obligated to be aware of and adhere to the Rules that the Association's Board may from time to time adopt. Owners shall be held responsible and liable for the breaches, violations, and other actions of the Residents of the Owner's Unit.
2. In cases where Owners and Residents violate these Rules, the Board is authorized by the governing documents of the Association to enforce all rules, regulations, policies, and procedures. Enforcement may include monetary penalties and/or suspension of member rights granted under the governing documents of the Association.
3. **Enforcement Procedure.** The Board may not impose fines, suspend voting, or suspend any rights of an Association member or other Resident of the Complex for violations of the Rules unless and until the Association has sent or delivered written notice to the Owner and/or Resident as provided below. However, compliance with the notice and hearing procedure set forth below is not required for the following: regular or special assessments, late charges, interest, fees, attorney fees, costs, expenses, or other charges imposed in connection with delinquent regular or special assessments; self-help remedies as provided in the Declaration and these Rules; and legal action.
  - a. **Complaint(s).** Any Owner or Resident within the community may send, via either e-mail or regular mail, the Association a formal, written complaint of a violation of the Rules, with as much information as is known. Complaints may also be initiated by Management or any member of the Board. Complaints that cannot be independently verified by a Board member or Management must be in writing. The Board has no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority and sole discretion to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.
  - b. **Video Monitoring.** The Association's monitoring company reviews security cameras on a regular basis. When they observe a violation of these Rules, a video and pictures are sent to Management. Management then makes a copy of the files and loads them into the Violations folder on the Association website. The file will include the Unit number and date received from the monitoring company.
  - c. **Notice of Alleged Violation.** A Notice of Alleged Violation of any provisions of the Rules shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation, including violations that are discovered via security camera footage. The Board may also, at its option, provide a copy of such Notice to any non-Owner violator. The Notice shall

describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and shall further state that the Board may seek to protect its rights as they are specified in the Rules. All Notices shall be delivered by messenger or sent by e-mail or first class mail.

- d. **Request for Hearing.** If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing (ideally to the WLV Board e-mail address: WLVavon@gmail.com), within five (5) business days of the date of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. The request may also ask the Board to provide evidence of any alleged violation that was captured via video monitoring as set forth above. In the event a proper and timely request for a hearing is not made as provided in these Rules, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the five business day period, the Board may determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule, within such time as the Board determines. The Board shall give written notice of said fine to the applicable Owner.
- e. **Board of Directors to Conduct Hearing.** The Board shall hear and decide matters set for hearing pursuant to the procedures set forth in these Rules. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. After giving the applicable Owner reasonable opportunity to be heard on the matter at hand, the Board shall determine whether a violation exists and impose fines as appropriate.
- f. **Conflicts.** Any Board member who is incapable of objective, impartial, and disinterested consideration of any matter coming to hearing before the Association shall disclose such to the President of the Association prior to the hearing on the matter, if possible, or, if advance notice is not possible, then such disclosure may be made at the hearing, and the Board member must be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members 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.
- g. **Hearing.** The Board shall inform the Owner of the scheduled time, place, and date of the requested hearing by mail, e-mail, personal delivery, or other means. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing will be conducted, and may introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation, to be in attendance at the hearing. Each party, which includes the Board in the event that there is no other complaining party, may present evidence, testimony, and witnesses. The decision of the Board at each hearing may be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board in accordance with the terms of CCIOA, all hearings may be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.
- h. **Decision.** After all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within such timeframe as the Board may determine after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board or hearing body (provided that a quorum is present). The Board may also issue and record a Notice of Violation with the Clerk and Recorder. Upon notice of satisfactory compliance with the Rules, the Notice of Violation may be released by the Association issuing and recording a Release of Notice of Violation.

#### **4. Fine Schedule and Costs/Attorney Fees.**

- A. **Fine Schedule.** The following fines are guidelines for violation of the provisions of the Rules:

1. Violations, including those of the same nature which occur once or several times with a period of time between violations:
  - i. First violation Warning letter
  - ii. Second violation \$100.00, or as the Board determines
  - iii. Third violation \$200.00, or as the Board determines
  - iv. Subsequent violations \$300.00, or as the Board determines
  - v. Continuing violations \$200.00/day, or as the Board determines
2. Except as set forth below, the only exception to this fine schedule is in the case of violations involving improper disposal/dumping of trash. Each of these such violations, including first violations, shall result in the imposition of a minimum fine of \$250.00. The Board reserves the right to fine amounts in excess of this minimum fine for repeated violations.

B. Reserved Rights:

1. The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary or suitable by the Board in its sole and absolute discretion.
  2. The Board further reserves the right to charge Owners for time spent by Management in addressing violations of the Rules in the event that the violation is of such a character than a more than normal amount of time must be spent on its investigation and resolution.
  3. Additionally, the Board reserves the right to levy fines in excess of the above- referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance with the Rules.
  4. The Board may establish the amount of the fine within or outside of the above ranges based upon the nature and severity of the violation, as determined in the sole and reasonable discretion of the Board.
  5. The Board may waive all, or any portion, of the fines if, in its sole and reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Rule(s) that he/she has violated.
- C. Payment of Fines. All fines shall be due and payable upon notice of the fine and will be considered late if not paid within fifteen (15) calendar days of the date that the Owner is notified of the imposition of the fine. An interest charge of 18% per annum may be invoked 30 days after notice of the fine is given, plus a late charge, as provided for in the Association's applicable governing documents. All fines and late charges may be considered an assessment and may be collected as set forth in the governing documents of the Association and Colorado law. Fines may be in addition to all other remedies available to the Association pursuant to the terms of the governing documents of the Association and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.
- D. Costs to Repair. In addition to imposing fines as specified above, the Board may take action to recover expenses incurred by the Association to correct damages to common elements and/or other Units resulting from a violation. Examples of such expenses that may be billed back to Unit Owners may include, but are not limited to: (i) Repairing or restoring damage or unapproved modifications to any common area or (ii) Cleaning up after a pet that has soiled or damaged any common area.
- E. Costs and Attorney Fees. If, after the enforcement process referred to above, the Board or other impartial decision-maker determines that the Owner has committed the alleged violation, the Owner shall be responsible for paying the costs, attorney fees, and expenses incurred by the Association in engaging in the enforcement process. Such costs, attorney fees, and expenses shall be considered an assessment in the same manner as a fine and as an assessment is treated in the governing documents of the Association and Colorado law. If, after the enforcement process referred to above, the Board or other impartial decision- maker determines that the

Owner is not responsible for the alleged violation, the Association shall not allocate to the Owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or hearing the claim.

6. Additional Enforcement Rights.

- A. Legal Action. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Rules without first following the preceding notice and hearing procedures.
- B. Individual Purpose Assessments/Specific Assessments/Default Assessment. In addition to fines, the Board may levy an assessment against any Owner and Owner's Unit for those purposes set forth in the Declaration, including but not limited to, reimbursing the Association for costs incurred in bringing an Owner into compliance with the Rules.
- C. Self-help Remedies. The Association or its duly authorized agents shall have the power to enter any Unit or common areas to abate or remove, using such force as may be reasonably necessary, any structure, thing, or conditions that violate the Rules. If the Association exercises its right subject to this paragraph, all costs of self-help may be assessed against the Owner's Unit and may be a lien on the Owner's Unit.
- D. Failure to Enforce. Failure of the Association to enforce the Rules shall not be deemed a waiver of the right to do so For any subsequent violations or of the right to enforce any or the Rules For the Association.

**MODIFICATION, AMENDMENT REPEAL, AND RE-ENACTMENT:**

The Association reserves the right, at any time and from time-to-time, to modify, amend, repeal, or re-enact these Rules in accordance with the Declarations, Articles of Incorporation, Bylaws, and applicable law.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Benchmark Condominium Homeowners Association d/b/a Westlake Village Condominium Association, Inc., a Colorado non-profit corporation, certifies that the foregoing Rules were adopted by the Board of the Association, via unanimous affirmative vote, and in witness thereof, the undersigned has subscribed his/her name.

BENCHMARK CONDOMINIUM HOMEOWNERS ASSOCIATION D/B/A WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION,  
a Colorado non-profit corporation.

SIGNED BY:



TITLE:

WLV Board President

DATE:

10/15/18