

MARINA PARK HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

Adopted 10/12/07

(Revised 4/08) (Revised 6/08) (Revised 1/11) (Revised 6/11) (Revised 10/11)
(Revised 12/12) (Revised 6/13) (Revised 1/14)

These Rules and Regulations are adopted by the Board of Directors pursuant to the Declaration of Marina Park, Section 5.1.1.

ALL OWNERS AND NON-OWNERS, OCCUPANTS, GUESTS, RENTERS, OR RENTAL AGENCIES SHALL COMPLY WITH THESE RULES AND REGULATIONS.

1. Architectural Review Committee (ARC). Pursuant to Article XV of the Declaration, the Architectural Review Committee is comprised of three members appointed by the Board (currently the Board serves as the ARC). The ARC is responsible for the review of all improvements requested by Owners. The review shall be conducted in accordance with the provisions of Article XV of the Declaration. Owners must obtain written approval from the ARC for any unit modification/improvements. No alteration or additions to the common elements of any kind (including change in color, texture, street number signage, doors, or windows) can be made without ARC approval.
2. **Pets.** Only owners may have pets. Renters/tenants may not have pets on the premises. Guests may bring pets to the unit only if the owner is present. Pets are generally limited to dogs, cats, and birds. The Board reserves the right to prohibit keeping certain breeds or kinds of dogs, cats, and birds, and restrict the size of such pets. A maximum of two personal pets per household will be allowed.

No animal of any kind may be bred or boarded within any unit.

All owners shall immediately clean up after their pets and dispose of their pet's refuse in a suitable container.

Pets shall not be allowed to damage grass, shrubs, trees, or any other portion of the complex or to become a nuisance or annoyance to others. Expenses and costs incurred by the Association as a result of damage caused by any pet shall be reimbursed to the Association by the owner of the pet, or pets, responsible for causing the damage.

Pets shall not be allowed outside the owner's unit unless restrained by a suitable leash or enclosure. Pets must be at all times under the direct control of the owner.

Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the complex or the common elements or otherwise left unattended.

Pets are not permitted in the pool area or recreation room area at any time.

If any pet becomes a nuisance to other occupants, the owner shall be given written notice to correct the problem, and if not corrected, the owner upon written notice will be required to remove the animal.

Owners having pets assume full responsibility for personal injury or property damage caused by the pet. Each animal owner indemnifies the Association and its agents and holds them harmless against any loss, claim or liability of any kind of character whatsoever arising from or growing out of having an animal in the project.

3. No signs or advertising devices of any nature shall be erected or maintained on any part of the complex, including within any unit that is visible from any location outside the unit. The exception to this rule is that one sign not greater than two square feet in area and approved by the ARC may be used by an owner in connection with the sale of his or her unit. Such signs shall only be placed in a window and at any other suitable location as determined by the ARC.

Any signs not in conformance with the foregoing restrictions may be removed by or on behalf of the Association. Any damage caused by the placement and removal of such nonconforming sign shall be paid for by the owner responsible for the placement of such sign.

4. Vehicles/Equipment. None of the following may be parked on any street or other area within the property, except if completely contained within an owner's garage spaces: commercial vehicles (unless express written permission is granted by the Board), trailers, mobile homes, recreational vehicles, trucks other than pick-up trucks which do not contain a shell higher than the top of the truck cab or extending beyond the side of the main portion of the body of the truck; boats, campers, snowmobiles, motorcycles, bicycles and snow removal equipment. Under no circumstances shall any of the following: graders, junk motor vehicles (unlicensed, inoperative or unused) which have not been driven under their own propulsion for a period of fourteen days; stripped down or partially wrecked motor vehicles, and auto parts or any sizeable parts for any of the foregoing, graders, buses, tractors, wagons, buses, and/or sleighs be allowed on the property including within an owner's garage spaces. The owner shall be responsible for all costs incurred by the Association to remove, tow and store any such vehicle or equipment.

Working on vehicles anywhere on the premises is prohibited except for emergency repairs.

There is a 10 MPH speed limit throughout the property – watch for children

5. Parking. Owners/tenants/guests must use their garage/carport as their primary parking space(s). The exterior spaces on the west side are for overflow use only. If owners/tenants/guests occasionally need a temporary exterior space, the overflow spaces may be used for a period of time not to exceed 48 hours. Exterior spaces may not be used for permanent parking or storage of vehicles. No parking is permitted in front of garages.

All vehicles (owner/tenant/guest) must be moved for snow removal any time there is a snowfall of 4" or more. Failure to move vehicles may result in towing of the vehicle at owner's expense.

6. No garbage, refuse or rubbish shall be placed upon any Common Element (including balconies) or parking spaces within the property. All such items shall be placed completely within the receptacles and containers which are located on the property.
7. No personal property is permitted to be stored in hallways or on any Common Element.
8. Each Owner shall be responsible for the installation (which shall be complete within nine months of Owner's purchase of a unit from Declarant) and maintenance of the landscaping in the plant boxes located outside and adjacent to each Unit's entranceway, which are designated as Limited Common Elements appurtenant to his or her Unit. To ensure uniformity, all landscaping plans must be approved by the Board before they are implemented.

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9. Leases. Owners shall have the right to lease his/her unit in its entirety upon such terms and conditions as the owner may deem advisable provided that all leases shall be in writing and shall provide that the lease is subject to the terms of the Declaration and Bylaws. A unit may be leased only for the uses provided by the Declaration and any failure of a lessee to comply with the terms of the Declaration or any other Association documents shall be a default under the lease enforceable by the Association as a third party beneficiary, whether or not the lease contains such a provision. Nothing in these Rules and Regulations shall preclude a unit owner from engaging in a "short-term" occupancy agreement.

Owners renting their units are required to post a short list of Rules and Regulations in their units. The one-page list is available from Mountain Managers. Owners not renting their units should also post this list for the use of family/guests, etc.

10. Swimming Pool and Recreation Room. Use of exercise equipment, hot tubs, pool, and common area involves risk – use at your own risk. All persons, including owners, other residents, and guests, shall comply with the following restrictions and any others posted at the pool/recreation room:
- A. Pool Hours: The pool hours are from 10:00 a.m. until 10:00 p.m. The pool will be open from 11/15 to 4/15 and heated to 102 degrees. The pool will be closed from 4/15 to 6/15. The pool will be open from 6/15 to 9/15 (heated to 90 degrees), and closed from 9/15 to 11/15.
 - B. Glass containers and other glass items are not permitted in the pool and surrounding areas at any time.
 - C. There is no lifeguard on duty at any time. Children must be accompanied by an adult resident at all times.
 - D. All persons swim and use the recreation room at their own risk.
 - E. All state and local regulations are to be followed.
 - F. Proper attire must be worn at all times. Swimsuits must be worn during swimming.
 - G. Rafts, toys, games and similar water items are not permitted in the pool as they interfere with the use and enjoyment of the pool by others.
 - H. Pets are not permitted in the pool area or recreation room area at any time.
11. Balconies. No balcony may be enclosed. Unit owners shall keep their balcony clean, neat, and free of trash, debris, and structures excluding hot tubs. No towels or clothes shall be placed on balcony railings or pool railings. Balconies shall be used only for the intended purpose and shall not be used for open storage.
12. Residents shall not make or permit to be made any disturbing noise or do or permit any act which unreasonably interferes with the rights, comforts or convenience of any other occupant. Quiet time is 10:30 p.m. to 8:00 a.m. This applies to the pool, hot tub, meeting rooms, and the Marina Park complex.
13. Deliveries/Move-Ins are not allowed on Sundays and not after 6:00 p.m. Monday through Saturday.

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14. Owners shall be responsible for providing keys to friends, renters, or persons occupying with direct authority. If a rental agency is involved, it shall be the agency's responsibility to distribute keys to the renter. At no time is management responsible for providing access to private units. Only people who are authorized by an owner or rental agency will be given access to any unit.
15. All entry doors into each unit will be master-keyed to a master key system. No owner or occupant shall alter any lock or install a new lock on any entry door into any unit so as to take it off the master-key system unless prior permission is granted by the Board of Directors. If such permission is granted, any owner coming off the master key system shall be liable for any damage incurred as a result of not having access to the unit in an emergency situation including but not limited to the cost of a locksmith.
16. Any damage to common elements or common personal property caused by the owner, or child, guest, tenant, or invitee of a unit owner, shall be repaired at the expense of that unit owner.
17. Unit owners are responsible for the actions of their guests, renters, and agents (including rental agents and contractors).
18. Fireworks of any kind shall not be stored, carried, ignited, displayed or exploded on any part of the property. Firearms shall not be discharged anywhere on the property.
19. No roller blades, skate boards, scooters, etc, are allowed on the property.
20. Charcoal grills are prohibited anywhere on the premises.
21. Satellite dishes are allowed at the complex but owners must have Board approval as to the location. (NOTE: Cable is paid for as part of owner's dues – owners who install satellite dishes cannot opt out of paying for cable.)
22. Windows must be covered by regulation window coverings (no sheets, etc.) and must present a uniform appearance from the outside. All window coverings must be 2" dark wood blinds. Single cell honeycomb blinds can be used in commercial units as long as they are white. Any other window coverings, including tinting of windows must have the approval of the Architectural Review Committee.

Window manufacturers are Sure Guard for Phase 1 and Pella for Phase 2.
23. Comcast Digital Cable Boxes: All Comcast Digital Cable boxes that were added as part of the digital upgrade in 2013 are the financial responsibility of each unit owner. The HOA and the Managing Agent have no fiscal responsibility for these boxes. Should a unit sell, it is up to the buyer and seller to ensure all boxes are accounted for. The same holds true if the unit is rented and there is a change in tenancy. Owners are solely responsible for the digital cable boxes.

23. **PROCEDURES FOR DELINQUENT ACCOUNTS.** Collection policy adopted at the 11/16/13 Board meeting; effective 1/1/14. Policy is attached to these Rules and Regulations.

ENFORCEMENT OF RULES AND REGULATIONS

The Board of Directors has the authority to institute a schedule of reasonable charges against owners or their agents for violation of these Rules and Regulations, the By-laws, the Declaration and the Articles of Incorporation. Reasonable procedures (including notice of alleged violations and the opportunity to be heard by a grievance committee) shall be implemented by the Board. All fees, charges and penalties imposed by the Board and costs incurred by the Association in enforcing the Rules and Regulations, By-laws and Declaration of the Association shall be charged to the violating owner. Each day that a violation continues after notice shall be considered a separate violation.

The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the By-laws or the Declaration, including assessment of charges and penalties, the filing of a lien, the filing of an action for injunction or money judgment, or filing of a suit for unlawful detainer.

The foregoing Rules and Regulations are subject to amendment by the Board of Directors.

PENALTY SCHEDULE

1 st Offense	A written warning
2 nd Offense	\$100 fine against the unit
3 rd Offense	\$200 fine against the unit
4 th Offense	\$300 fine against the unit
5 th and each following Offense	\$400 fine against the unit

POLICY
GOVERNING THE COLLECTION OF UNPAID ASSESSMENTS
FOR MARINA PARK HOMEOWNERS ASSOCIATION
(Adopted November 16, 2013; Effective January 1, 2014)

WHEREAS,

- A. The Marina Park Homeowners Association (the "Association") is the unit owner's association for Marina Park;
- B. The Association is required to adopt a written policy governing the collection of unpaid assessments pursuant to C.R.S. § 38-33.3-209.5(5) as amended effective January 1, 2014;

NOW THEREFORE, the Association adopts the following Policy Governing the Collection of Unpaid Assessments (the "Collection Policy"):

- 1. Use of Terms.
 - 1.1. Capitalized terms not otherwise defined in this Collection Policy have the same meaning as in the Declaration.
 - 1.2. The term "Assessment" refers to all fees, charges, late charges, attorney fees, fines, and interest imposed by the Association. Except as noted in this Collection Policy, all Assessments are treated the same.
 - 1.3. The term "Regular Assessment" refers to the periodic payments due from each Owner to the Association and is commonly known as "dues."
 - 1.4. The term "Special Assessment" refers to irregular payments due from each Owner to the Association from time to time.
- 2. Mandatory Nature of and Effect of Policy. The Association is required to follow this Collection Policy governing the collection of unpaid Assessments. Notwithstanding the foregoing, the Association's failure to comply with this Collection Policy shall in no event limit an Owner's liability for unpaid Assessments, which are at all times each Owner's responsibility. This Collection Policy shall supersede any provision of the declaration, bylaws, articles, or rules and regulations to the contrary. It replaces all previous collection policies that may have been adopted by the Association. The imposition of fines is governed by a separate fine policy; however, once fines are imposed, they are subject to enforcement under this Collection Policy.
- 3. Due Date and When Past Due and Delinquent.
 - 3.1. Each Regular Assessment must be paid to the Association on or before the first day of each month and are considered late after the 10th.
 - 3.2. Each Special Assessment must be paid to the Association at a date to be fixed by the Executive Board at the time of imposing the Special Assessment.
 - 3.3. All other Assessments must be paid immediately from the time they are imposed.

- 3.4. All Assessments will be considered past due and delinquent if not paid by the Owner on the due date.
- 3.5. If an owner fails to pay any Regular Assessment when due, the Association may accelerate and call due the entire balance of Regular Assessments for the remainder of the fiscal year and require the Owner to pay them immediately. The Association may later elect to decelerate the account if desired.
4. Late Fees. The Association is entitled to impose a late fee of \$50 for each payment that is past due and delinquent.
5. Interest. The Association is entitled to impose interest of 18% per annum on unpaid Assessments compounding monthly on the first day of each month.
6. Returned-Check Charges. Any Owner whose check, draft, or order for the payment of money upon any bank, depository, person, firm, or corporation is not paid upon its presentment is liable to the Association as provided in C.R.S. § 13-21-109 (the bad check statute). For purposes of the bad check statute, the bad check charge will be \$20.00. Nothing herein shall prevent the Association from referring the matter to the appropriate authority for criminal prosecution.
7. Collection Process.
- 7.1. Billing and Notice Policy. The Association will endeavor to send each Owner periodic statements. Sending statements is a courtesy only and does not affect an Owner's liability for unpaid Assessments, which are at all times the Owner's responsibility. No excuses. Statements shall be sent to the Owner's last known address and Owners are responsible for making sure the Association has current billing information. **The risk of non-delivery of notices is at all times on the Owner.** Owners may request that notices be sent to a designated electronic mail address. Otherwise, notices shall be sent by regular mail and/or certified mail.
- 7.2. **Payments. Payments may only be made by depositing funds to the Association's bank account.** Information about payment options may be obtained from the Association's manager. **Payment may not be delivered directly to the Association's manager at its offices or by mail and, to the extent that the Association accepts a payment delivered directly to the Association's manager, the payment will be deemed paid when actually deposited into the Association's account by the manager even if there is a delay that causes additional charges to accrue on the account.**
- 7.3. Notice of Delinquency. Before the Association turns over a delinquent account to a collection agency or refers it to an attorney for legal action, the Association, or its managing agent, will send the Owner at least one "Notice of Delinquency" in substantially the form attached as **Exhibit A**. The Association may send an Owner any number of Notices of Delinquency before proceeding with more formal collection action without prejudice to its collection rights. Payments will be applied as provided in the Notice of Delinquency and the Association's acceptance of less than the full

amount owed shall never constitute accord and satisfaction or effect the Association's rights with respect to collection of the balance except as expressly acknowledged by the Association in writing.

- 7.4. Referral to Collection Agency or Attorney. If an Owner has not paid the full amount owed on a delinquent account within thirty (30) calendar days after the mailing of a Notice of Delinquency, the Association may turn over the account to a collection agency or refer it to an attorney for legal action. A delinquent Owner is liable for all collection costs, including attorney's fees, with or without suit. It shall be reasonable for the attorney to charge up to \$275 per hour for collection and/or customary flat rates. The minimum charge for attorney fees for any referral to the Association's attorney is \$300. The collection agency or attorney may pursue collection of the account using any means permitted by law, including through appointment of a receiver. Once the Association turns the account over to a collection agency or refers it to an attorney for legal action, all subsequent communications regarding the account must be handled through the collection agency or attorney until the matter is resolved.

8. Payment Plan and Forbearance.

- 8.1. The Association will make a good faith effort to coordinate with a delinquent Owner to set up a payment plan ("Payment Plan"), except that this section does not apply if the Owner does not occupy the unit and has acquired the property as a result of (a) a default of a security interest encumbering the unit; or (b) foreclosure of the Association's lien, or the Owner has previously entered into a Payment Plan. For purposes of this provision, an Owner does not occupy the unit, and is not entitled to a Payment Plan, if the Owner is a legal entity such as a limited liability company, corporation, partnership, or trust.
- 8.2. The Payment Plan will be in a form agreed by the Association and the Owner. In general terms, the Payment Plan will permit the Owner to pay the deficiency in equal installments over a period of at least six months. The Owner will be required to agree to the amount owed and to stipulate to judgment and foreclosure of the Association's lien in the event that the Owner does not pay as required by the Payment Plan. The Payment Plan will include other terms as required by the Association. In the event that the Association and the Owner are unable to agree to the final terms of a Payment Plan after a reasonable opportunity for negotiation, the Association may proceed with collection of the account through any means permitted by law. The Association is entitled to charge the Owner for its attorney fees relating to preparation and negotiation of a Payment Plan.
- 8.3. The Association may, in its discretion, forbear enforcement of this Collection Policy, including entering into forbearance agreements with delinquent Owners, if it determines this to be in the best interest of the Association.
- 8.4. No agreement is enforceable unless reduced to a writing signed by the Association and the Owner.

9. Suspension of Voting Rights. An Owner's voting rights shall be automatically suspended during any period that the Owner is delinquent in payment of Assessments.
10. Effect of Bankruptcy. If any Owner files bankruptcy, the Owner will not be personally responsible for Assessments accruing before the Owner filed bankruptcy, but will be responsible for all Assessments accruing after the Owner filed bankruptcy. A bankruptcy filing shall not affect the Association's right to claim a lien for any unpaid Assessments. The Association may immediately turn the matter over to its attorney upon receipt of notice that an Owner filed bankruptcy.
11. Charge for Accounting. Any request for an accounting pursuant to C.R.S. § 38-33.3-316(8) shall be accompanied by payment of \$50.00 for the cost of responding to the request; the time for the Association to respond to such request shall run from when the payment is made.
12. Lien for Assessments. The Association has a lien on each unit for the full amount of unpaid Assessments. The Association is not required to record a special notice of its lien in the public records, but it may choose to do so and the delinquent Owner will then be responsible for a \$50 lien filing fee. The lien can be foreclosed to satisfy the debt in like manner as a mortgage on real estate subject to the following restrictions:
 - 12.1. The balance of the Assessments must equal or exceed six months of Regular Assessments based on a periodic budget adopted by the Association before commencement of any foreclosure; and
 - 12.2. The Executive Board must formally resolve, by a recorded vote, to authorize the filing of a foreclosure action on an individual basis. The Executive Board may not delegate its duty to act under this provision. For purposes of this provision, a "recorded vote" is one in which the individual votes of the members of the Executive Board voting for the resolution, or the fact that the vote was unanimous, are reflected in the records of the Association and/or the resolution. The resolution will be filed in the foreclosure action. The members of the Executive Board may vote concerning such resolution by electronic mail and are not required to personally sign the resolution provided that it is signed by at least one officer for the Association. Signatures may be transmitted electronically.
13. Assignment of Collection Rights. The Association may assign its collection rights to any person and that person will then have all rights and responsibilities of the Association with respect to the assigned rights. When the Association assigns its collection rights, the assignee shall receive the right to collect the Assessments as of a specified date together with all collection expenses, including attorney fees, relating to those Assessments. Assessments accruing after the date of any such assignment will be paid to the Association in the normal course and the Association will retain all collection rights with respect to them such that an Owner may be delinquent with regard to paying Assessments to the assignee and current with regard to paying Assessments to the Association. Once the Association assigns its collection rights, the Owner must deal directly with the assignee with respect to the Assessments assigned. The Association may enter into "standby" agreements whereby it agrees not to take enforcement action

with respect to new Assessments until an assignee completes enforcement with respect to assigned Assessments. Enforcement of new Assessments and assigned Assessments may take place concurrently and the Association and the assignee may assert concurrent enforcement rights in a single enforcement action coordinated by them subject to an agreement concerning the final disposition of proceeds. These arrangements will not affect an Owner's obligations with respect to unpaid Assessments and are therefore not subject to challenge by Owners.

14. Effect of Prior Decisions and Business Judgment Rule. The Association is not bound to decisions with respect to one set of facts and circumstances when it comes to its decisions with regard to another set of facts and circumstances concerning the enforcement of this Collection Policy. The Association's actions are governed by the business judgment rule, which holds that good faith acts of the directors of the Association that are within the powers of the Association and exercise of honest business judgment are valid.

The
Klug Law Firm, LLC

EXHIBIT A

[Date]

[Name of Owner]
[Address]

Re: Notice of Delinquency

Dear Owner:

As an Owner of a unit in *** (name of association), you are obligated to pay common expense assessments to the Association. Our records show that your account is delinquent. Pursuant to the Association's Collection Policy and applicable law, you are hereby given Notice of Delinquency as follows:

Total amount due:

Whether the opportunity to enter into a payment plan exists:

☐ Yes, there is an opportunity for you to enter into a payment plan pursuant to the Collection Policy and applicable law. If you wish to discuss your options, please contact the Association's attorney, Noah Klug, by sending an email to Noah@TheKlugLawFirm.com referencing your name, unit number, mailing address, and phone number, and the fact that you would like information about a payment plan. Mr. Klug will then review the account and contact you with information about your payment plan options.

☐ No, there is not an opportunity for you to enter into a payment plan because:

☐ To our knowledge, you do not occupy the unit and you acquired the property as the result of a default of a security interest encumbering the unit or foreclosure of the Association's lien; or

☐ You previously entered into a payment plan with the Association.

The name and contact information for the individual you may contact to request a copy of your ledger in order to verify the amount of the debt:

*** (name and contact information)

ACTION IS REQUIRED TO CURE THE DELINQUENCY AND FAILURE TO DO SO WITHIN THIRTY (30) CALENDAR DAYS MAY RESULT IN YOUR DELINQUENT ACCOUNT BEING TURNED OVER TO A COLLECTION AGENCY, A LAWSUIT BEING FILED AGAINST YOU, THE FILING AND FORECLOSURE OF A LIEN AGAINST YOUR PROPERTY, OR OTHER REMEDIES AVAILABLE UNDER COLORADO LAW.

The method by which payments may be applied on your delinquent account:

Payments received on your account will be applied first to the oldest Assessments imposed on the account.

The legal remedies available to the Association or its assignee to collect on your delinquent account pursuant to the governing documents and Colorado law:

The legal remedies may include obtaining a money judgment against you personally and then enforcing the judgment as provide by law; foreclosing the Association's lien encumbering your unit; obtaining a receiver for your unit; suspending your voting rights in the Association; accelerating and calling due your account; turning over your account to a collection agency; referring your account to an attorney for legal action; imposing late charges, interest, collection costs and attorney fees on your account; reporting information about your account to a credit agency; and all other remedies provided by law.

Fair Debt Collection Practices Acts Notice

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.AGO.STATE.CO.US/CADC/CADCMAN.CFM.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

The amount of the debt is \$* as of ***.**

The name of the creditor to whom the debt is owed is *.**

Unless you dispute the validity of the debt, or any portion thereof, within thirty calendar days after receipt of this notice, the debt will be assumed to be valid.

If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy of such verification will be mailed to you.

Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor if different from the current creditor.

The provision of this notice is not to be construed as evidencing any legal status.