

Fine Schedule - Eagle Ranch Association

Document / Section – Title / Notes ¹	Daily Fine		
	2 nd Notice	3 rd Notice	4 th + Notices
Maintenance of Property (Declaration ² Section 8.4) Units shall be kept in a clean, safe, attractive and slightly condition and in good repair, and no trash, litter, junk, boxes, implements, machinery, lumber or other building materials shall be permitted to remain exposed so that they are visible from, or are a nuisance to any other Unit, Common Area or road.	\$ 50	\$ 100	\$ 200
Noxious or Offensive Activity (Declaration Sect. 8.6) - No noxious or offensive activity shall be carried on upon any Unit or Common Area which is or may become a nuisance. The term "noxious or offensive activity" shall not include reasonable odors and noises associated with Commercial Units, or any activities reasonably necessary to development and construction and that does not unreasonably interfere with any Owner's use of or access to or from its Unit and a roadway.	\$ 50	\$ 100	\$ 200
Hazardous Activities (Declaration Sect. 8.7) No activities shall be conducted on any Unit, the common area or common elements of any Project or the Common Area and no improvements shall be constructed on any part of Property, which are or might be unsafe or hazardous to any person or property.	\$100	\$200	\$400
Unsigntliness (Declaration Sect. 8.8) All unsightly facilities, equipment, objects and conditions shall be kept within an enclosed structure at all times. Without limiting the generality of the foregoing this includes mobile homes, travel trailers, tent trailers, trailers, trucks (except pickup trucks), snowmobiles, golf carts, boats, boat trailers, tractors, detached campers, camper shells, snow removal and garden or maintenance equipment except when in actual use. Utility service and antennas shall be enclosed or buried. Satellite dishes are regulated by the Design Review Board.	\$50	\$100	\$200
Animals (Declaration Section 8.9; Wildlife Plan ³ Section 1.7 Dogs and Pet Control, Sect.1.16 Enforcement)			
Dogs on Construction Sites. Contractors and subcontractors are prohibited from bringing dogs into Eagle Ranch, even if kept inside motor vehicles. Violations of this policy shall result in the immediate eviction of the dog and the dog's owner or owner's representative from Eagle Ranch plus fines upon second notice. Continuing Wildlife Plan fines escalate and accumulate to a maximum of \$10,000 (see attached).	\$100 Day 1	\$150 Days 2 & 3	\$300 Days 4 & 5
Dogs off leash; Dogs at large. Fine upon 2nd notice plus referral to Eagle County Animal Control. Separate fines per Town Code and Wildlife Plan both apply. Continuing Wildlife Plan fines escalate and accumulate to a maximum of \$10,000 (see attached).	\$100 Day 1	\$150 Days 2 & 3	\$300 Days 4 & 5
Trash Containers stored outside (Declaration Sect 8.4, 8.6 – 8.8; Wildlife Plan Sect 1.9.1 Bears and Related Issues; Sect. 1.16 Enforcement) Trash containers are innately unsightly and if stored outside attract nuisance wildlife and bears, themselves being noxious, offensive, and potentially hazardous. The Wildlife Plan required trash containers to be stored inside the garage except for collection day and sets a fine schedule. Continuing Wildlife Plan fines escalate and accumulate to a maximum of \$10,000 (see attached).	\$100 Day 1	\$150 Days 2 & 3	\$300 Days 4 & 5
Signs (Declaration Section 8.10) No signs or advertising devices visible from any other Unit or the Common Area are permitted except as approved by the DRB, political signs, signs required by law, temporary caution or warning signs, or Association signs necessary or desirable to give directions or advise of rules or regulations and permitted Commercial Unit signs.	\$50	\$100	\$200
Parking Parking violations will be referred to the Town of Eagle. On-street parking is conditionally allowed in the Neighborhood Center Zone District which includes all neighborhoods from Aidan's Meadow west and northward. Specific parking signs will be placed for snow season and other protocols as appropriate. On-street parking is not allowed in all other Residential Zone District neighborhoods. Signage will be placed as appropriate.	\$50	\$100	\$200
Design Review Fine Schedule under separate Cover			

¹ Notes include paraphrased excerpts taken from related document. Refer to complete document as appropriate.

² Declaration for Eagle Ranch, <http://www.eagleranch.com/HOADocuments/declaration.pdf>

³ Wildlife Mitigation and Enhancement Plan, <http://www.eagleranch.com/HOADocuments/wildlifeMitigationPlan.pdf>

ENFORCEMENT PROVISIONS EAGLE RANCH ASSOCIATION GOVERNING DOCUMENTS

BYLAWS OF EAGLE RANCH ASSOCIATION

ARTICLE 4 EXECUTIVE BOARD

Section 4.12 Other Powers and Duties.

4.12.18 To impose fines, suspend voting, or suspend any rights of an Owner or other occupant for violations of any rules and regulations or other Association Documents; provided, however, that the Executive Board shall not take action against an Owner or occupant for such violations unless and until the procedure set forth below is followed (except that if the violation is a violation of the Wildlife Plan, then the procedures set forth therein shall govern):

4.12.18.1 Demand (2 Revised 4/19/2005). Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying (i) the alleged violation, (ii) the action required to abate the violation, and (iii) if the violation is a continuing one, a time period of not less than ten (10) days during which the violation may be abated without further sanction (or such shorter time or no time as may be provided in the applicable rule); or if such violation is not a continuing one, a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing.

4.12.18.2 Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Executive Board or its delegate will serve the violator with written notice of a hearing to be held by the Executive Board. The notice will contain the following: (i) the nature of the alleged violation, (ii) the time and place of the hearing, which time will not be less than ten (10) days from the giving of the notice, (iii) an invitation to attend the hearing and produce any statement, evidence, and witness on the Owner's behalf, and (iv) the proposed sanction to be imposed.

4.12.18.3 Hearing. The hearing will be held pursuant to the notice, affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Executive Board will be final.

4.12.18.4 Appeal. The Executive Board may, in its sole discretion, appoint a Hearing Committee to hear the matter. In such event, the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Executive Board by written notice to the Hearing Committee, the other party and the Executive Board. The Executive Board will consider the minutes of the hearing and report the decision of the Executive Board within a reasonable period of time not exceeding sixty (60) days after receipt of the notice. The decision of the Executive Board will be final.

The procedures described in this Subsection shall not be necessary in order for the Executive Board to impose any sanction or penalty for nonpayment of a delinquent Assessment.

DECLARATION FOR EAGLE RANCH

ARTICLE 1 IMPOSITION OF COVENANTS

Section 1.5 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 5 ASSESSMENTS

Section 5.10 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner and collected in accordance with this Declaration shall become liens against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such default Assessment shall be sent to the Owner subject to the Assessment at least thirty (30) days prior to the due date.

Section 5.11 Lien for Assessments. The annual, special, transfer and default Assessments (including installments of the Assessments) arising under the provisions of this Declaration (together with any and all interest, costs, late charges, expenses, and reasonable attorneys' fees, including legal assistants' fees, which may arise under the provisions of Section 5.12 below) shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Unit to which such Assessments apply. To further evidence such lien upon a specific Unit, the Association may, but shall not be obligated to, prepare a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by Section 5.12 below, the name of the Owner or Owners of the Unit, and any and all other information that the Association may deem proper. Any such lien notice shall be signed by a member of the Executive Board, an officer of the Association, or the Managing Agent and shall be recorded in the office of the Clerk and Recorder of Eagle County, Colorado. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Unit and attaches without notice at the beginning of the first day of any period for which any Assessment is levied.

Section 5.12 Effect of Nonpayment of Assessments. If any annual, special, transfer or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (i) interest shall accrue at the Maximum Rate on any amount of the Assessment which was not paid within such 30-day period or on the amount of Assessment in default, whichever shall be applicable, accruing from the due date until date of payment, (ii) the Association may declare due and payable all unpaid monthly or other installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (iii) the Association may thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same, and (iv) the Association may proceed to foreclose its lien against the particular Unit in the manner and form provided by Colorado law for foreclosure of real estate mortgages.

An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. If any such Assessment (or installment thereof) is not fully paid when due and if the Association commences such an action (or counterclaims or cross-claims for such relief in any action) against any Owner personally obligated to pay the same, or proceeds to foreclose its lien against the particular Unit, then all unpaid installments of annual and special Assessments and all default and transfer Assessments (including any such installments or Assessments arising during the proceedings of such action or foreclosure proceedings), any late charges under Section 5.7 above, any accrued interest under this Section, the Association's costs, expenses, and reasonable attorneys' fees (including legal assistants' fees) incurred for any such action and/or foreclosure proceedings shall be taxed by the court as part of the costs of any such action or foreclosure proceedings and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the particular Unit in satisfaction of the Association's lien.

Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, or mortgage the Unit, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 5.13 Successor's Liability for Assessments. Notwithstanding the personal obligation of each Owner of a Unit to pay all Assessments on the Unit, and notwithstanding the Association's perpetual lien upon a Unit for such Assessments, all successors in interest to the fee simple title of a Unit, except as provided in Section 5.14 and Section 5.15 below, shall be jointly and severally liable with the prior Owner or Owners of the Unit for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Unit, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. However, such

successor in interest shall be entitled to rely upon the existence and status of unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees as shown upon any certificate issued by or on behalf of the Association to such named successor in interest pursuant to the provisions of Section 5.15 below.

ARTICLE 8 RESTRICTIONS ON USE

Section 8.17 Violation. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Article 8 shall be made by the Executive Board after notice and an opportunity to be heard and shall be final.

WILDLIFE MITIGATION AND ENHANCEMENT PLAN

1.7 DOGS AND PET CONTROL

Each dwelling unit will be permitted to house up to two dogs and offspring up to three months old. Residents will be prohibited from harboring dogs on their property unless they have adequate facilities (i.e., animals kept in residence, a fenced yard, dog run, or kennel) to contain the animals. Enclosed runs must be located immediately adjacent to the home, within the lot's building envelope if an envelope is required, and shall not exceed 1,000 square feet. If facilities are inadequate to contain the dog(s), the animals will be immediately removed from the subdivision until adequate structures can be built.

At no time are dogs to be allowed to run freely. Eagle Ranch shall be subject to any and all leash laws and other pet regulations as adopted by the Town of Eagle.

Stray dogs may also be controlled by the County and CDOW. Homeowners not in compliance with these dog restrictions will be responsible for any and all costs incurred by the Town, County, and/or CDOW for enforcing these provisions.

1.9 BEARS AND MOUNTAIN LIONS/ TRASH REMOVAL/ NUISANCE WILDLIFE

1.9.1 Bears and Related Issues

The following measures will be required to reduce potential bear problems:

1. There shall be no outside storage of any trash or garbage, no matter how briefly (e.g., overnight), at any residence or anywhere within the development, unless it is contained within individual bear-proof containers which meet North American Bear Society, CDOW, or U.S. National Park Service specifications. These containers presently cost around \$300.00 and can contain one 32 gallon trash can. They are nonmobile and are generally cemented on a stand at the junction of a resident's driveway and the local road. Most homeowners need two containers.

2. Prior to disposal, any refuse that might attract bears should be kept within the garage in a suitable receptacle with a tight-fitting lid. Trash containers should be taken to the collection points (e.g., the end of driveways or in alley ways) the morning of collection and not put out the night before.

However, following these recommendations may not eliminate bear problems. Bears have broken into attached residential garages in the surrounding area for garbage. Bear-proof containers are the most secure approach to garbage disposal.

3. There shall be no dumps or underground disposal of refuse within the development. Buried garbage will attract bears.

4. Residents should be discouraged from using a garden compost pile, unless the compost pile is bear-proof, meeting North American Bear Society, CDOW, or U.S. National Park Service specifications. Residents will also be educated that household and garden waste contributions to compost piles compose the materials that can attract bears and other nuisance wildlife (e.g., skunks), creating conflicts. Composted yard waste consisting of leaves, grass, small branches, etc. do not usually attract bears.

5. Pets shall not be fed outside. Bowls of pet food left on the back deck will attract bears and other predators (e.g., coyotes) and nuisance species (e.g., skunks) of wildlife. Some of these wildlife species may carry diseases that can be transmitted to pets.

6. With the exception of bird feeders, the feeding, baiting, salting, or other means of attracting wildlife is illegal and will be prohibited.

7. Homeowners will be educated about bears and other local wildlife via the CDOW's brochure entitled "Living with Wildlife in Bear Country". One copy of the brochure shall be provided to each homeowner at closing.

1.16 ENFORCEMENT

The authority to enforce the terms of this Plan is granted to the Eagle Ranch homeowners' association. In the event that there is a violation of this Plan by an owner within Eagle Ranch, then the following procedures shall be taken by the owner's association to enforce the terms hereof:

1. The owner violating the Plan shall first receive a written warning of the violation.

2. If a second offense occurs by an owner of the same type of violation or the owner does not correct the initial violation within one (1) calendar day after receiving notice (or such reasonable time as is necessary in order for the owner to correct violation), then a fine of \$100 will be assessed against the owner.

3. Upon the occurrence of a third offense of the same type of violation or the continuation of a violation in excess of two (2) calendar days after the owner receives notice, a fine of \$150 will be assessed against the owner.

4. Upon the occurrence of a fourth offense of the same type of violation or the continuance of a violation in excess of four (4) calendar days after the owner receives notice, a fine of \$300 will be assessed against the owner. In addition, the association may take such action as is reasonably necessary to cause the violation to cease, including entry on the property of the owner. For example, in the event of a pet or livestock violation, the animal(s) which are in violation may be removed from the owner's property for permanent disposition if prohibited or for a period of six (6) months if the animal(s) are permitted but are violating the Plan. Enforcement of animal violations will be made only with respect to the express provisions of this Plan (or as otherwise set forth in the homeowner documents of the association). Rules and laws of the Town of Eagle (such as those regarding leash requirements, barking, etc.) shall be enforced by the Town.

5. For each additional recurrence of the same type of violation, or if a violation continues beyond sixty (60) days after an owner receives notice, an additional fine will be assessed in an amount equal to double the amount of the previous fine. With respect to a continuing violation, the additional fine will be assessed every four (4) calendar days beyond the sixty (60) day period during which the violation continues. The aggregate amount of fines which may be charged against an owner for the recurrence or continuation of one type of violation shall be \$10,000.

Each violation of the Plan, even if based on the same situation or animal, shall be considered a separate offense for purpose of this section.

If an owner does not pay a fine which has been assessed due to a violation of the Plan within thirty (30) days of receipt of the notice to pay the fine, then the late payment or nonpayment shall be considered a separate offense for which the owner can be fined on the same terms as set above. In other words, an owner may owe one amount for violating a specific provision of the Plan and owe another amount for not timely paying the fine for such violation.

If the association or its authorized agent(s) knowingly fail to enforce the Plan, the association will be in violation and will be fined according to the fine structure outlined in this section.

The fines collected under this section of the Plan shall be deposited in the account of the Eagle Ranch Wildlife Protection Board to be used in accordance with the budget of such entity; provided, however, an amount equal to up to fifteen percent (15%) of the amount of the fines collected may be applied to the costs incurred by the association to administer and enforce this section.