

**RESOLUTION OF RULES VIOLATIONS
YACHT CLUB CONDOMINIUM ASSOCIATION**

PREAMBLE:

- I. The Yacht Club Condominium Association shall keep a list of House Rules that will supplement all rules found in the Articles and By-laws of Yacht Club Condominiums, Inc. Copies of current House Rules will be sent to all owners, and copies are to be posted in the individual units and are on file with the current PROPERTY MANAGER (Americana Resort Properties, 135 Main Street, Dillon, CO 80436. (970) 468-8363 or (800) 367-0485 info@summitodging.com) When a unit is sold or leased, the real estate agent, real estate attorney, and/or the YCC seller shall return a signed statement that the purchaser or renter has received a copy of the YCC House Rules and copies of all YCC legal documents.
- II. Any rule change shall be approved by a majority of a quorum of the Yacht Club Condominium Association Board of Directors (the BOARD), and shall take effect immediately. Owners will be notified of such changes. Notice to one owner shall be deemed to be notice to all owners of the unit and each owner is responsible for knowing and complying with the rules. Failure to exercise his/her responsibility is not a defense to remediation, assessments, fines, or to legal action.
- III. A violation of an Article, By-law or House Rule by a tenant or a guest shall be deemed to be the acts of the owner for the purposes of assessment of penalties, for assessing remediation costs or costs of other remedies. If a unit has multiple owners, enforcement may be against the property, owners or any one owner.
- IV. House Rules shall remain in perpetual effect or until amended or repealed.
- V. Violations of a local ordinance or state statute may be enforced by the locality without regard to any remedies pursued by the Yacht Club Condominium Association.
- VI. The procedures described below shall not apply to those sections of the Articles and By- laws dealing with assessments and the payment thereof.
- VII. Although any owner may seek relief from an alleged violation through the courts, the YCC BOARD hereby establishes the following procedures for the resolution of alleged violations of noncompliance with the Articles, By-laws or the House Rules by an owner, a guest or a tenant. The procedure for dealing with alleged violations involves three levels to be pursued in the following sequence:
 - A. Informal verbal or written notification to the owner, guest or tenant by the Property Manager (or the property manager agent, such as the manager), followed by
 - B. Verbal and written notice to the owner by the property manager, and finally,
 - C. A formal hearing.

Progression through these stages will be terminated at the stage in progress when the alleged violation is satisfactorily addressed.

VIII. It should be noted that if a violation of the Parking Rules has occurred and the vehicle operator is either unwilling or unavailable to rectify the situation, that the Property Manager may arrange for the vehicle to be towed by a professional at the expense of the vehicle owner/ operator or unit owner (as specified in the House Rules). Repeated parking violation will be cause for initiation of the Formal Written and Penalty Assessment Process described below in addition to towing as necessary.

A. **INFORMAL RESOLUTION OF ALLEGED VIOLATIONS:**

In the event of an apparent violation of the rules contained in any of the documents mentioned above, the Property Manager should be notified. Helshe will request that an owner, guest or tenant to cease, desist or correct any act or omission which appears to be in violation of these rules. Prompt correction or adequate explanation of the alleged violation to the satisfaction of the Property Manager will terminate the Rules Resolution Process. This verbal request should be considered to be a friendly reminder that the occupants of the unit appear to have violated YYC Yacht Club Condominium Association Rules.

B. **FORMAL WRITTEN NOTICE AND PENALTY ASSESSMENT:**

1. If the alleged violation is not corrected, or if it is repeated on another occasion, the property manager should be notified. If the manager is satisfied that there is a violation, the manager shall notify the owner in person, by return receipt email, or by telephone and may (but is not required to) also notify the tenant or the guest responsible for the violation. A written notice of the complaint also shall be sent to the owner by Certified Mail, return receipt requested, or verified by email. The notice shall give details of the alleged violation, the date the violation was detected and the amount of the assessment that might be levied after an opportunity for the owner to be heard.
2. Service on one owner of a unit shall be service on all owners of that unit. Service by mail shall be complete and effective five (5) days after notice is mailed to an owner's last known address (service date). No order, penalty or decision adversely affecting the rights of the owner shall be made unless the owner was served as provided herein, and given an opportunity to be heard as described as below. Note that it is not necessary for the owner to actually receive the notice, only that the notice is mailed as stated above. They may rely on the accuracy of the address list of owners kept in the offices of the Property Manager. It is the owner's obligation to keep the Property Manager notified of any change of address. Failure to do so will not affect the validity of service.
3. If, within five (5) days after the service date the owner has not rectified the apparent violation to the satisfaction of the BOARD or the Property Manager, or has not requested a hearing, then the assessment described in the written complaint is automatically levied (procedure described below).

C. **HEARING:**

1. If the BOARD or the property manager is notified within five (5) days after the sentice date that the owner desires a hearing, the Property Manager will schedule this hearing with the owner and a PANEL consisting of at least two (2) members of the BOARD, or at least one

(1) member of the BOARD and the PROPERTY MANAGER or his/her agent (the PANEL). The owner must participate in the hearing and may have witnesses present. The hearing may be conducted in person or by means of a telephone conference, and will normally take place within fourteen (14) days from the service date. Failure of the owner to participate in a scheduled hearing will result in a decision against the owner.

2. The Panel may confer with witnesses or with other members of the BOARD or the Property Manager before rendering a decision. A final decision will be made within five (5) days after the hearing; and the owner will be notified verbally and in writing of the Panel's decision.

D. ASSESSMENT OF PENALTIES:

1. If the hearing is decided against the owner, then a penalty will be assessed and the Owner notified in writing.
2. The penalty for violating any of the rules shall be:

First offense	\$25.00
Second offense	\$75.00
Three or more offenses:	\$100.00

If, after the opportunity to be heard, a violation or series of violation is deemed to have occurred, the fine(s) shall be assessed from the date of the first violation. Where the violation is a single incident (e.g. loud noise), the above penalties are meant to apply. Where the offense is a continuing one (e.g. an unauthorized pet kept on the premises or an unregistered automobile in the parking area) the penalties may be \$25.00 per day until resolution of the violation. Assessments of penalties may be waived in part or adjusted downward at the exclusive discretion of the BOARD on a case by case basis. Waiver or adjustment in one case will not set precedent in any other case involving similar circumstances.

3. Any fine or penalty assessed as a result of a written notice and the waiving of a formal hearing, or as a result of the Panel's decision following a hearing as aforesaid, if not voluntarily paid to the Yacht Club Condominium Association before the next scheduled payment of condominium fees, will be added to the next billing statement and is payable within 30 days thereafter. Any unpaid amount shall be charged against the owner's property and will be collectible as any other debt charged against the property. Nothing herein shall operate to limit the Yacht Club Condominium Association's remedies.