

**Amanda Pines Homeowners
Association, Inc.**

Policies and Procedures

Amanda Pines Homeowners Association, Inc.

Policies and Procedures

Table of Contents

	Page
1. Adoption and Amendment of Policies and Procedures	2
2. Alternative Dispute Resolution	3-5
3. Board Member Conflicts of Interest	6
4. Collection of Unpaid Assessments	7
5. Examination, Inspection, Copying and Retention of Records	8-9
6. Reserve Fund and Investments	10
7. Enforcement of Covenant Violations	11-13
8. Design Standards Manual	Appendix A

Amanda Pines Homeowners Association, Inc.


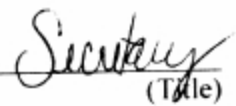
Policies and Procedures

Adoption and Amendment of Policies and Procedures

(C.R.S. 38-33.3-209.5)

- A. The Amanda Pines Homeowners Association, Inc. Board may, from time to time, adopt certain policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in the Association's governing documents, or as may be required by law.
- B. A copy of the proposed policy shall be provided to all homeowners through mail, email or posting on the Associations website, and owners shall be allowed a minimum of five (5) business days to provide comment and/or feedback on the proposed policy.
- C. After the period of owner comment expires, the Board may adopt any policy. Upon adoption of a policy, the policy or notice of such policy shall be provided to all homeowners by any reasonable method as determined in the sole discretion of the Board, including but not limited to posting on the Association's website. In the event notice is provided by posting on the Association's website, all owners shall be advised that the new or revised policy is available on the website via a letter or email.
- D. The Amanda Pines Homeowners Association, Inc. Board shall keep copies of all adopted policies and procedures in a designated policy book, which may also be kept on the Association's website.
- E. The Amanda Pines Homeowners Association, Inc. Board shall be allowed to adopt certain rules, regulations, policies or procedures without notice and comment from the Association members when in the Board's discretion extraordinary circumstances may dictate.
- F. The Amanda Pines Homeowners Association, Inc. Board may amend this policy from time to time.

Adopted by the Amanda Pines Homeowners Association, Inc.

By:  
Date: 3-12-10 (Title)

Amanda Pines Homeowners Association, Inc

Policies and Procedures

Alternative Dispute Resolution **(C.R.S. 38-33-209.5 and 124)**

- A. General. It is the general policy of the Association to encourage the use of Alternative Dispute Resolution to resolve disputes involving the Association and an Owner. Alternative Dispute Resolution ("ADR") is defined as a procedure for settling a dispute by means other than litigation, such as negotiation, mediation and binding arbitration.
- B. General Policy. In the event of any dispute between the Association and an Owner, except for those Exempted Claims defined, the Association and Owner shall agree to resolve the dispute using the procedures set forth below prior to filing suit in any court or initiating proceedings before any administrative tribunal.
- C. Exempt Claims. The following claims shall be exempt from the provisions of this Policy:
1. Any action by the Association against an Owner to collect assessments or other sums due to the Association, including foreclosure proceedings.
 2. Any action by the Association to enforce any provisions of the Association's Declarations, Bylaws, or Rules and Regulations.
 3. Any claim of the Association which if not pursued by the filing of a lawsuit would be deemed barred due to the applicable statute of limitations.
- D. Procedures for All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedure in lieu of litigation:
1. The Association or an Owner having a claim ("Claimant") against an Owner or the Association, respectively ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim ("Notice"), stating (i) the nature of the Claim, including the date, time, location, persons involved, and Respondent's role in the Claim, (ii) the basis of the Claim (i.e. the provisions of this Declaration, the Bylaws, the Articles, Rules or Regulations or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not to do to resolve the Claim; and (iv) that Claimant wishes to resolve the Claim by mutual agreement with the Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim within one (1) year of the filed claim.
 2. Negotiation. The parties shall make every reasonable effort to meet in person to resolve the Claim by good faith negotiation.

3. Mediation.

- a. If the parties do not resolve the Claim through negotiation within twenty (20) days of the date of the Notice (or within such other period as may be agreed upon by the parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation by an independent mediation service agreed upon by the parties.
- b. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim
- c. If the parties do not settle the Claim within forty-five (45) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the parties are at an impasse, and the date that mediation was terminated.
- d. Within ten (10) days of the Termination of Mediation, the parties shall again attempt to resolve the matter informally through negotiation.

4. Arbitration.

- a. If the parties do not resolve the Claim through negotiation, as provided for above, within twenty (20) days of the Termination of Mediation, the Claimant shall then have fifteen (15) additional days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from an and all liability to Claimant arising out of the Claim. However, nothing herein shall release or discharge Respondent from any liability to anyone not a party to the proceedings.
- b. This Policy is an agreement of the Association and Owners to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration law of the State of Colorado. If specifically agreed to by both parties to the arbitration, the arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

E. Costs. If the Claims are resolved through negotiation or mediation as provided above, each party shall bear all of its own costs incurred in resolving the Claim, including its attorney fees and mediation expenses, unless the parties otherwise agree. If the Claims are not resolved through negotiation or mediation as provide above and the Claim goes to arbitration, the prevailing party shall receive as a part of its award from the opposing party all of its costs, including attorney fees, costs for other representatives in resolving such Claim, and any expenses incurred as a result of the dispute resolution procedures of this Policy.

Amanda Pines Homeowners Association, Inc.

Policies and Procedures

Board Member Conflicts of Interest **(C.R.S. 38-33.3-209.5 and 310.5)**

- A. The members of the Amanda Pines Estates Homeowners Association Board shall use its best efforts at all times to make decisions that protect and enhance the value of properties of the members and the Association. All members of the board shall exercise their power and duties in good faith and in the best interest of the Association.
- B. Any Conflict Of Interest, as defined in Section D(a) and (b) below, shall be disclosed to all Board members at a meeting where all Board members are present. When a conflict by a Board member is discovered, disclosed or determined, that Board member shall voluntarily withdraw from decision making if the Board, by majority vote, without the conflicting Board members vote, determines that a conflict of interest may affect the ability of an interested Board member to act in accordance with the best interests of the Association. The conflict shall be recorded in the meeting minutes, along with the action taken, and recusal or voluntary withdrawal of the director or directors with the conflict of interest, and the results of any vote on the transaction in question.
- C. It is realized that conflicts or potential conflicts of interest or the appearance of any impropriety must be handled and resolved in the context of the situation in which it arises. Therefore, it is difficult to establish hard and fast rules that will apply in all circumstances.
- D. (a) Conflicting interest transaction means a contract, transaction, or other financial relationship between the Association and a Board Member, or between the Association and a party related to a Board Member, or between the Association and an entity in which a Board Member of the Association is a member or officer or has a financial interest.

(b) Party related to a Board Member means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, and estate or trust in which the Board Member or a party related to a board member has a beneficial interest, or an entity in which a party related to a board member is a member or officer or has a financial interest.

Adopted by the Amanda Pines Homeowners Association, Inc.

By: Keri Hanchel Secretary
(Title)
Date: 3-12-10

Amanda Pines Homeowners Association, Inc.

Policies and Procedures

Collection of Unpaid Assessments **(C.R.S. 38-33.3-209.5)**

- A. Due date of the annual assessment as determined by the declarations shall be due and payable on the due date, last day of February. Assessments or other charges not paid in full to the association within thirty (30) days of the due date shall incur late fees as provided below. The Amanda Pines Homeowners Association shall impose a \$40 per month late charge upon each owner who fails to timely pay the dues owed for each lot of Amanda Pines Estates within thirty (30) days of the due date. All late charges shall be a personal obligation of the Owner(s) of the lot for which such assessment is unpaid.
- B. After annual assessment or other charges due to the Association becomes more than thirty (30) days delinquent, the Association shall send a written notice of non-payment, amount past due, and notice that late fees will accrue.
- C. After annual assessment or other charges due to the Association becomes more than sixty (60) days delinquent, the Association shall send a written notice to the Owner that all further attempts to collect delinquent assessments and charges are turned over to the HOA Attorney.
- D. As an additional expense permitted by Colorado Law, the association shall be entitled to recover its reasonable attorney fees and collections costs incurred in the collection of assessments or other charges due the association from a delinquent owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred.
- E. Application of Payments: All sums collected on a delinquent account that has been turned over to the Association's attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on that account shall be applied in the following manner: First to payment of any and all legal fees and costs associated with collection of delinquent charges, then to late charges on the account, and finally to the regular assessment due.
- F. Failure of the Association to comply with any provision of this policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, and/or attorney fees
- G. The Amanda Pines Homeowners Association Board may amend this policy from time to time.
- H. The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado Governing the project.

Adopted by the Amanda Pines Homeowners Association, Inc.

By:  Secretary
(Title)

Date: 3-12-10

Amanda Pines Homeowners Association, Inc.

Policies and Procedures

Examination, Inspection, Copying and Retention of Records (C.R.S. 38-33.3-209.5 and 317)

- A. It is the policy of the Amanda Pines Estates Homeowners Association that Members of the Association are entitled to inspect and copy Association records in accordance with the procedures and requirements set forth in the Colorado Revised Nonprofit Corporation Act and the Colorado Common Interest Ownership Act. Such rights include the following:
- B. Copies of all information and documentation pertaining to a sale of a lot as required by Section 38-33.3-223, C.R.S., will be made available to a homeowner at no additional expense. Most of these records can also be downloaded from the Association's web site when available. Most Title companies in the area have a set of the basic governing documents of the Association.
- C. Records required to be kept pursuant to Section 38-33.3-317, C.R.S., including all financial and other records, shall be made reasonably available for examination and copying by any Member and such Member's authorized agent.
- D. A fee, not to exceed the Association's actual cost per page, may be charged for copies of the Association records, depending on the nature and extent of the request.
- E. To assure the privacy of Members of the Association, the Board requires the requests be in writing and specific to the documents requested and at least five (5) business days prior to the planned inspection. The notice must describe with reasonable particularity which records are to be inspected and the purpose of the inspection. Any designation of an authorized agent shall also be in writing and signed by the Member for whom such person is authorized to act.
- F. The Board shall keep as permanent records the following documents:
 - 1. Minutes of all meetings of Owners and the Board
 - 2. A record of all actions taken by the Owners or the Board by written ballot or written consent in lieu of a meeting.
 - 3. A record of all actions taken by a committee of the Board in place of the Board on behalf of the Association
 - 4. A record of all waivers of notices of meetings of Owners and of the Board or any committee of the Board.
 - 5. A list of the names and addresses of all Owners, showing the number of votes each Owner is entitled to vote.

6. Articles of Incorporation, Declaration, Covenants and Bylaws.
 7. Resolutions adopted by the Board
 8. The Association's most recent annual report.
- G. Consistent with individual Members right to privacy, attorney-client confidentiality and other considerations, the following records will not be made available without the express written consent of the Board.
1. Confidential litigation files and matters covering consultation with legal counsel concerning disputes that are subject of pending or imminent court proceedings or are privileged or confidential between attorney and client.
 2. Files dealing with investigative proceedings concerning possible or actual criminal misconduct.
 3. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
- H. In determining whether records may be inspected, the Board shall consider, among other things:
1. Whether the records requested are relevant to the purpose of the request.
 2. Whether disclosure is for an illegal or improper purpose, or would violate a constitutional or statutory provision or public policy.
 3. Whether disclosure may result in an invasion of personal privacy, breach of confidence or privileged information as set forth above.
- I. The Association reserves the right to pursue any individual for damages or injunctive relief or both, including reasonable attorney fees, for abuse of these rights, including but not limited to, use of any records for a purpose other than what is stated in the notice of intent to inspect.

Adopted by the Amanda Pines Homeowners Association, Inc.

By: *Just Honched* Secretary
(Title)
Date: 3-12-10

Amanda Pines Homeowners Association, Inc.

Policies and Procedures

Reserve Fund and Investments **(C.R.S. 38-33.3-209.5)**

- A. All Association funds shall be kept in a checking account and in one or more interest-bearing savings accounts. The Board shall decide the proportion of Association funds to be kept in each account, but in general, the checking account shall have only sufficient funds to cover expected operating expenses.
- B. All Association funds shall be maintained in accounts that are insured against loss by an agency of the United States Government.
- C. All Association accounts shall require the signatures of two Board members to withdraw or otherwise disperse funds.

Adopted by the Amanda Pines Homeowners Association, Inc.

By: Kurt Jonchad Secretary
Date: 3-12-10 (Title)

Amanda Pines Homeowners Association, Inc.

Policies and Procedures

Enforcement of Covenant Violations **(C.R.S. 38-33.3-209.5)**

The Amanda Pines HOA Board shall have the power and duty to hear and make decisions regarding violations and written complaints filed with the Amanda Pines HOA Board and impose fines or other sanctions including fines and sanctions imposed in accordance with the Bylaws, Declaration, Community Construction Regulations and any other policies approved and enacted by the Association, pursuant to this policy. The Amanda Pines HOA Board may act as an impartial decision maker as that term is defined in C.R.S. § 38-33.3-209.5 ("Impartial Decision Maker"), determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Declaration, Articles of Incorporation, Bylaws, and any rules, regulations and policies promulgated there under (hereafter collectively the "Association's Documents"), and to create a safe and harmonious living environment.

A. Complaint. A proceeding to determine if the Association's Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint with or by the Amanda Pines HOA Board.

**Amanda Pines HOA
PO Box 4421
Parker, CO 80134**

The complaint shall state the specific provision(s) of the Association's Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved including the name of the complainant. The forum for such proceedings will generally be a meeting of the Amanda Pines HOA Board.

B. Notice of Violation; Demand for Abatement. Upon receipt of a complaint, the Association shall determine that the allegations in the complaint are sufficient to constitute a violation of the Association's Documents and that if action is warranted; the Association shall send a notice. The Association will send a notice ("Demand for Abatement") to the Owner, by certified mail, return receipt requested addressed to the mailing address of the Respondent on file in the records of the Association at the time of such mailing. The notice shall advise the Owner of the following: (1) the alleged violation; (2) the action required to abate the violation; (3) a time period, not less than ten (10) calendar days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

C. Notice of Hearing. At any time within twelve months of date of the Demand for Abatement, if the violation continues past the period allowed in the Demand for Abatement without penalty or if the same violation subsequently occurs, the Board, not less than ten (10) calendar days before the date of any hearing, shall mail the Owner a written notice of a hearing ("Notice of Hearing") to be held by the Amanda Pines HOA Board. The Notice of Hearing shall contain: (a) the nature of the alleged violation; (b) the date, time and place of the hearing, which time shall not be less than ten (10) calendar days from the date of the Notice of Hearing; (c) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her

behalf; and the proposed sanction to be imposed; and (d) shall contain the following statement: The Amanda Pines HOA Board may determine that the Owner's failure to respond or appear at the hearing constitutes a no-contest plea to the complaint, and enforce the provisions of the Association's Documents.

D. Conflicts; Impartial Decision Maker. Any member of the Amanda Pines HOA Board who has a direct personal or financial interest in the outcome of a hearing and, therefore, is incapable of acting as an Impartial Decision Maker, shall disclose such interest to the other members of the Board. The remaining members of the Board not having a direct personal or financial interest in the outcome of the hearing will determine if such Board member is disqualified as an Impartial Decision Maker and, therefore, from participating in the hearing. A Board member shall not be deemed to have direct personal or financial interest in the outcome if he will not, as the result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. If disqualification of Board members results in an even number of remaining Board members eligible to make a decision, the Board may appoint a member of the Association in good standing to serve as an Impartial Decision Maker. If disqualification of Board members results in no eligible Board members, the Board may appoint one or more members of the Association in good standing to serve as Impartial Decision Makers.

E. Hearing and Fine. The hearing shall be held pursuant to the Notice of Hearing affording the alleged violator or a representative a reasonable opportunity to be heard. Each hearing shall be open to attendance by all Members of the Association. If the Amanda Pines HOA Board determines by a majority of its members present at the hearing that a violation occurred, the Amanda Pines HOA Board may assess a reasonable fine, including such fines as set forth in this document and/or the Community Construction Regulations, suspend the Owner's voting rights for a period not to exceed ninety (90) days, or both, and shall provide the Owner with written notice of its action. If the Owner does not pay the fine within thirty (30) calendar days after receipt of the notice, the fine shall accrue interest at eighteen percent (18%) annually, and shall become a statutory lien upon the Owner's Lot, without the necessity of recording a lien, pursuant to C.R.S. § 38-33.3-316.

(i) The Amanda Pines HOA Board may assess sanctions for violations of any community policy and/or regulation codified in the Association's documents according to the following schedule:

1. First notice of violation: \$100
2. Second notice of violation: \$200
3. Third notice of violation: \$500
4. Fourth notice of violation: \$1000

(ii) Unremediated or continuing violations may be referred to the Association's legal counsel for appropriate proceedings at law at any time. The Association may fine Owners for unremediated or continuing violations without the necessity of holding an additional hearing as set forth in this section.

F. Decision. If the Owner appears at the hearing or provides a written response, after all testimony and other evidence has been presented to the Amanda Pines HOA Board at a hearing, the Amanda Pines HOA Board shall render its decision(s), taking into consideration all of the relevant facts and circumstances. The decision of the Amanda Pines HOA Board shall be final. Except as provided herein, the Amanda Pines HOA Board's decision shall have an effective date no sooner than five (5) calendar days after the hearing. If the Amanda Pines HOA Board does not inform the Owner of its decision at the time of the hearing, or if no hearing is held, the Amanda Pines HOA Board will provide a written decision to the Owner's address of record via first class mail within five (5) calendar days after the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and sanction, if any, imposed.

G. Waiver and Modification of Procedure. The Association has the option and right to continue to

evaluate each enforcement issue on a case by case basis. The Association may grant a waiver of any provision herein. Such relief granted to an Owner shall be appropriately documented. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances. In addition, the Association is hereby authorized to modify any of the procedures contained herein, as the Association may determine appropriate under the circumstances

Adopted by the Amanda Pines Homeowners Association, Inc.

By: Kurt Honched Secretary
(Title)
Date: 3-12-10

Amanda Pines Homeowners Association, Inc.

Design Standards Manual

THESE DESIGN REVIEW STANDARDS HAVE BEEN PREPARED BY THE AMANDA PINES ESTATES HOME OWNERS ASSOCIATION BOARD IN SUPPORT OF PROVIDING STANDARDS TO BE USED BY THE AMANDA PINES ESTATES HOME OWNERS. THE AMANDA PINES HOME OWNERS ASSOCIATION BOARD RESERVES THE RIGHT TO ADD OR MODIFY THESE GUIDELINES AT ITS DISCRETION. PLEASE CHECK WITH THE AMANDA PINES HOME OWNERS ASSOCIATION BOARD TO BE CERTAIN THAT YOU HAVE THE LATEST EDITION.

Appendix A: Design Standards Manual

1.0 OVERVIEW

All homeowners should have a copy of the Amanda Pines Homeowner's Association Protective Covenants, dated July 1998 which contains broad, general objectives regarding the architectural control in the Amanda Pines community. These objectives, simply stated, are to keep the community attractive for the enjoyment of homeowners and the protection of property values. The covenants provide for the Amanda Pines HOA (APHOA) Board to serve as the community environmental committee. The APHOA Board is not liable in damage to any person submitting requests for approvals or to any homeowner within the Common Interest Community by reason of any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the APHOA Board unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the APHOA Board shall not be responsible for reviewing, nor shall its approval of an Improvement be deemed approval of the Improvement from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

Guidelines for Improvements that Require Amanda Pines HOA Board Approval:

An Improvement is defined in the Amanda Pines Homeowner's Association Protective Covenants Article VI as a Building, Wall, Swimming Pool, Aerial, Antenna, or other Structure, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including but not limited to buildings, outbuildings, swimming pools, tennis courts, solar collectors, painting or other finish materials on any visible surface, additions, garages, carports, driveways, fences, screening walls, retaining walls, windbreaks, trees, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment". Other examples include, but are not limited to, antenna, and outdoor sculptures or artwork.

Design Review Expenses

The APHOA Board may require the reimbursement of actual expenses incurred by the APHOA Board in the review and Preliminary approval process (Amanda Pines Homeowner's Association Protective Covenants Article III, Section C). Such amounts, if any, shall be assessed to the homeowner requesting the Improvement.

2.0 APHOA BOARD REVIEW PROCEDURE

Any decision of the Amanda Pines HOA Board will be made within thirty (30) days after receipt of all materials required by the APHOA Board, unless such time period is extended by mutual agreement. In the event the APHOA Board fails to take action within thirty (30) days after a request has been submitted and all information has been received by the board, approval will be deemed approved (or no approval will be deemed necessary). The homeowner will have the right to appeal any decision by the APHOA Board, pursuant to paragraph 6, below. A simple majority vote of the APHOA Board will be required for approval or disapproval of proposed improvements. Written records will be maintained of all applications submitted to it and of all actions it may have taken.

The APHOA Board has adopted the following procedure to comply with the responsibility to review applications for approval:

1. Submit two (2) complete copies of the APHOA Board Improvement Request and appropriate forms including copies of relevant drawings and descriptions explaining your proposal. A planned completion date must be specified.

Send the submittal to: Amanda Pines HOA, PO Box 4421, Parker, CO 80134.

2. The documentation will be accepted as complete or returned with a description of missing information. Incomplete submittals do not qualify for the 30-day review period. A revised submittal will initiate a new 30 day review period. All requests must be submitted with a plot plan if applicable and be drawn to scale. Plot plans should depict the property lines of the lot and the outside boundary lines of the home as located on the lot. Drainage patterns should also be indicated with directional arrows. A plan, as well as a profile view, if appropriate, is helpful. Use a copy of the improvement survey, or plot plan, of your lot obtained when you purchased your home as the basis for such plan drawings. Please include dimensions, colors, and descriptions of materials to be used in detail to aid the APHOA Board in reviewing your request.
3. The APHOA Board will evaluate your proposal's compliance with the design guidelines for your proposed Improvement (see Project Guidelines Section in this manual), as well as overall conformance with community schemes.
4. You will be notified of the APHOA Board's decision (approval, approval with conditions or disapproval) on or before the expiration of the thirty (30) day review period.
5. Upon completion of your Improvement, notify the APHOA Board in writing so that your constructed Improvement can be deemed to be in compliance. A representative of the APHOA Board has the right to inspect the Improvement within thirty (30) days after written notification from the homeowner to verify compliance with the approved plan.
6. A homeowner may exercise their right to appeal in the event of an adverse decision by the APHOA Board. The first step of the appeal process is to make a written request, within thirty (30) days after receipt of the APHOA Board's decision, to appear before the APHOA Board. In the event of an adverse action by the APHOA Board the homeowner may then present an appeal to the APHOA board after submitting a written request to do so within thirty (30) days after the appeal decision is issued by the APHOA Board.

3.0 REVIEW CRITERIA

As stated in the Amanda Pines Protective Covenants, the APHOA Board shall approve any proposed Improvement only if it deems, in its reasonable judgment that all Improvements conform to and harmonize with the existing surroundings, residences, landscaping and structures. The APHOA Board evaluates all submissions on the merits of the application.

Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the housing type and the individual site. Design decisions made by the APHOA Board in reviewing applications are not based on personal opinion or tastes. Judgments of acceptable design are based on the following criteria, which are presented in more specific terms in the Project Guidelines section of this manual.

3.1 Compliance with Covenants. All applications are reviewed to confirm that the proposed Improvement is in conformance with the Covenants, Conditions and Restrictions for the Amanda Pines Homeowner's Association.

3.2 Relation to the Natural Environment. Fencing, in particular, can have damaging effects on the feeling of open space. Other factors, such as disruption of the natural topography and changes in the rate or direction of storm water run-off can also affect the natural environment.

3.3 Validity of Concept. The basic idea must be sound and appropriate to its surroundings.

3.4 Design Compatibility. The proposed Improvement must be compatible with the architectural characteristics of the applicant's home, adjacent houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

3.5 Location and Impact on Neighbors. The proposed Improvement should relate favorably to the landscape, the existing structure and the neighborhood. Primary concerns are access, drainage, sunlight and ventilation. When a proposed Improvement has possible impacts on adjacent properties, the APHOA Board may require that the applicant discuss the proposal with neighbors prior to making a decision on the proposal. It may also be appropriate and expedient, in some cases, to submit neighbor comments along with the application.

3.6 Scale. The size, in three dimensions, of the proposed Improvement should relate well to adjacent structures and its surroundings.

3.7 Color. Color may be used to soften or intensify visual impact. Parts of an addition that are similar to the existing house, such as roofs and trim, must be matching in color.

3.8 Materials. Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house.

3.9 Workmanship. Workmanship is another standard which is applied to all exterior alterations. The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems, can also cause safety hazards. The APHOA Board and the Association assume no responsibility for the safety of new construction by virtue of its review and decision on a proposed Improvement.

3.10 Timing. The majority of all Improvements can be built or installed by residents themselves, rather than a contractor. However, approved Improvements which remain incomplete for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. The improvement will have a maximum period of 9 months. The APHOA Board can provide a 3 month extension if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of god, etc. If an Improvement (other than landscape improvements) remains incomplete for longer than twelve (12) months, or such shorter period as

specified in writing by the APOHA Board, then the Improvement will be considered to be in non-compliance.

4.0 PROJECT GUIDELINES

4.1 Antennas, Satellite Dishes, Transmitters

No exterior radio antenna, television antenna, or other antenna of any type shall be placed, erected or maintained on any property, except inside a residence or otherwise concealed from view and provided further, however, that these requirements shall not apply to those antenna which are specifically covered by regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the Association shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

Antenna - As provided in the Telecommunications Act of 1996, "Antenna" is defined as follows: (i) an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services and is one meter or less in diameter or diagonal measurement; (ii) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services and is one meter or less in diameter or diagonal measurement; or (iii) an antenna that is designed to receive television broadcast signals.

All Antennas are subject to the provisions set forth below:

1. Any Antenna an Owner places on their property **must** be registered with the Association within ten (10) days of installation. Owners shall submit a registration drawing; detailing how it complies with the guidelines set forth herein.
2. Installation shall be by a qualified person knowledgeable about the proper installation of Antennas.
3. All Antennas must be installed in accordance with the manufacturers' guidelines to insure safe installation, and must also be installed in compliance with all federal, state and local statutes and regulations regarding safety. In addition, a building permit shall be obtained, if required by local ordinance.
4. No Antenna can be over 39 inches in diameter or diagonal measurement, at its largest dimension. Any device larger than one meter (39 inches) in diameter is **strictly prohibited**.
5. All Antennas must be properly grounded and must be placed a safe distance from any power lines.
6. All Antennas must be located in a side or rear yard location, not visible from any street(s) or any neighboring properties, provided such location does not preclude reception of an acceptable quality signal.
8. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.
9. No Antenna shall be attached to fencing shared between Units or common areas.
10. No Antenna may obstruct a driver's view of an intersection or a street.

11. To the extent that interpretation of these provisions is necessary, such interpretation will be undertaken by the APHOA Board in full compliance with all federal, state and local statutes and regulations, as may be supplemented or amended from time to time.

If an Antenna needs to be installed in any way that is not consistent with the above-mentioned provisions due to preclusion of an acceptable quality signal, then the homeowner is asked to submit a request for location approval. The Association's approval will then be based on how well the device is screened from the view of both public and private areas.

4.2 Clotheslines or Exterior Tank

Special Considerations: Any clothesline or Exterior Tank requires approval of the APHOA Board.

Guidelines: They must be screened from view with lattice work or fencing so that not visible by any neighbor or from any street. Retractable clotheslines are acceptable, but not required, and they also must be screened from view in the fashion described above.

4.3 Fences

All fencing must be approved by the APHOA Board.

Special Considerations: Improper fencing can detract from the appearance of a neighborhood. Cluttering a neighborhood with an uncoordinated selection and placement of fences should be avoided.

Guidelines: See Article V of the Amanda Pines Covenants for details.

4.4 Lighting

Ornamental garage lights either installed by the builder or consistent with the original builder's design do not require APHOA Board approval. Temporary holiday lighting does not require approval. All other exterior lighting such as post lights, spot lights, security system flood lights or strobes, and ground lighting (along drives and walkways, accent soft lighting, etc.) does require APHOA Board approval.

4.5 Painting

APHOA Board approval is not required for repainting of your home in the identical, original color(s). Any color change requires APHOA Board approval. Complete the "Improvement Request Form" for review by the APHOA Board.

4.6 Residence Structure Additions

All residence structures and additions must be approved by the APHOA Board. Detailed plans must be submitted that include the plan of the structure on the lot, elevation views, dimensions, types of materials to be used, types of paint, stain, etc.

Guidelines: Structures and expansions shall comply with the approved development standards (including setbacks and height restrictions) of the Amanda Pines Preliminary Development Plan on file at the Elbert County Planning Department and must harmonize with the house and the neighborhood. Contact the Elbert County Building Department for information.

4.7 Sheds and Accessory Buildings

No temporary sheds or temporary accessory buildings are allowed. Any sheds or accessory buildings of a permanent nature require APHOA Board approval. Complete the "Improvement Request Form" to request approval. Along with the "Improvement Request Form", a letter confirming "Neighbor Notification" is required.

Special considerations: Sheds have a permanence of construction and will be part of the property for years; therefore, sheds must be built to meet the quality of construction and workmanship used in Amanda Pines.

Building Codes and Permits: Accessory buildings shall be constructed so as to comply with any and all building codes of Elbert County. APHOA Board approval does not imply approval by the Elbert County Building Department.

4.8 Signs

Guidelines:

A. Real Estate Signs: Temporary, non-illuminated, real estate signs indicating the availability for sale, rent, or lease of a specific lot upon which such signs are erected or displayed do not need APHOA Board approval if the following criteria are met:

1. Not to exceed five (5) square feet in total area
2. Not to exceed four feet (4') in height
3. Restricted to one (1) sign per street frontage

Such signs are not to remain in place more than seven (7) days following sale closing or rental occupancy of the property.

Open House signs shall conform to the above dimensions, are limited in number to six (6), shall be placed only upon the owner's property or within the public right-of-way for the duration of the open house, and shall not block or interfere with traffic visibility. All signs must also meet local sign codes.

B. Garage Sale Signs: A sign advertising the existence of a garage sale of personal property may indicate the date, time and location of the sale. Such signs may have a maximum area of three (3) square feet, and may be posted 24 hours prior to the garage sale only. Such signs may not block or interfere with traffic visibility, and shall be posted only on the owner's property or within the public right-of-way. Homeowners who do not remove signs within 24 hours of the Garage Sale will be in violation and subjected to a fine.

C. Political Signs: Political signs do not need APHOA Board approval if the following criteria are met:

1. Only one sign per political office or ballot issue
2. Size not to exceed three feet (3') by four feet (4')
3. Not permitted more than forty five (45) days before Election Day, or later then seven (7) days after the election

All other signs, including but not limited to, posters, billboards, advertising devices, political campaign signs or displays of any kind, are not permissible for posting in any area of Amanda Pines without the prior written consent of the APHOA Board. Contractor signs used in conjunction with work being done at a home are permitted ONLY during the time work is being conducted.

4.9 Walls

All exterior walls require APHOA Board approval. Retaining walls cannot be constructed in such a manner as to interfere with the established drainage patterns.

AMANDA PINES HOMEOWNERS ASSOCIATION, INC.
AMANDA PINES HOA IMPROVEMENT REQUEST

Version: V1_March 15th, 2010

For Board Use:

Date Sent by Home Owner: _____
Date Received by APHOA Board: _____
Date Sent by APHOA Board: _____

MAIL TO: Amanda Pines HOA, PO Box 4421, Parker, CO 80134

Phone #: (See Amanda Pines HOA Board Members Phone Numbers on the Community Phone List)

Email: amandapineshoa@gmail.com

Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Mailing Address if different than that of proposed improvement(s): _____

My Request involves the following type of improvement:

- ☐ Painting
- ☐ Room Addition
- ☐ Shed/Accessory Building
- ☐ Fencing
- ☐ Other: _____

Describe Improvements: (Include paint chips, building materials, fence layout, and other plans or brochures for structures, sheds, etc)

Planned Completion Date: _____

I understand that I must receive approval of the Amanda Pines HOA Board in order to proceed. I understand that the APHOA Board approval does not constitute approval of the county building department and that I may be required to obtain a building permit. I agree to complete improvements promptly after receiving approval. I have read the Amanda Pines Design Standards Manual and will comply.

Date: _____ Homeowners Signature: _____

ALL FENCES MUST MEET AMANDA PINES STANDARD SPECIFICATIONS. THIS APPROVAL DOES NOT APPLY TO DRAINAGE FROM YOUR LOT OR NEIGHBORING LOTS. CAREFUL STUDY SHOULD BE MADE BY QUALIFIED INDIVIDUALS OF YOUR LOT AND YOUR NEIGHBORS' LOTS PERTAINING TO THE PROPER DRAINAGE OF BOTH IRRIGATION AND DRAINAGE.

AMANDA PINES HOMEOWNERS ASSOCIATION, INC.
AMANDA PINES HOA IMPROVEMENT REQUEST PAGE TWO

A COPY OF YOUR PLOT PLAN (LOCATION CERTIFICATE) IF APPLICABLE MUST BE INCLUDED WITH YOUR REQUEST.

Amanda Pines HOA Board Action:

- ☐ Approved as Submitted.
- ☐ Approved subject to the following requirements:

☐ Disapproved:

Amanda Pines HOA Board Members

Date: _____

**Please remember to get any permits that may be required for your improvement from the
County before construction begins.**