

MAPLE VALLEY HOMEOWNERS ASSOCIATION
P.O. Box 1334
Arvada, CO 80001

ARCHITECTURAL CONTROL COMMITTEE PROCEDURES AND POLICIES

1.0 General

The Maple Valley Homeowners Association was initiated for the purposes of forming a non-profit Corporation pursuant to the provisions of the Colorado Revised Statutes, as amended, on July 27, 1990. The Articles of Incorporation, specifically, Article III, Powers, (B.2, 3 & 4) gave the Association the right to manage, control, operate, maintain, repair, improve the right of way, enforce covenants, restrictions, conditions affecting the Property, make and enforce rules and regulations for use of the Association and its members, and to engage in activities which will actively foster, promote and advance the common ownership interests of the Association

The original covenants were established and duly recorded on June 13, 1985, reception No. 85054790 and also established an Architectural Control Committee. The Committee is given the power to approve or disapprove requests from homeowners to construct on their property those items that fall within the covenants of the Association when and if the request is properly accompanied by construction plans and specifications and location and which have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation (*see Article II, Covenants*)

The Architectural Control Committee consists of three homeowners in good standing, who have volunteered their time and knowledge to serve on the committee. The Committee may select one member to act for it. In the event of a resignation of a committee member the remaining committee members may select an alternate to serve the remaining portion of the vacant members term in office. At the annual election of the Board of Directors, homeowners, in good standing may self-nominate or nominate other homeowners to become members of the Architectural Committee. Voting on new committee members is not required.

The designated representative on the Architectural Committee shall work with the Board of Directors by reporting when requested on the status of homeowners requests for review. The Board of Directors will notify the representative of the date, time, and place of the meeting. In the event that the designated committee representative cannot attend the meeting another representative may be designated to attend the meeting in their place. The committee should also select to act as an alternative in case of absence of one of the committee members. Members of the Board of Directors may not act in the absence of a Architectural Committee member.

At least two (2) members of the Architectural Control Committee must meet to review and reach a decision on requests for construction (this includes repainting, roof replacements, concrete work, exterior painting, fences or any type of work which alters the initial construction of the residence and lot upon which the residence stands) by a homeowners within thirty (30) days of the homeowners submitting the request. Failure to meet and approve or disapprove the homeowners request will cause the request to be approved in accordance with the Covenants of the Association.

The architectural Control Committee shall also be responsible, along with the Board of Directors, for control and enforcement of the Covenants. Covenant violation which are observed either personally or reported by a homeowner to any member of the committee or Board of Directors,

will receive prompt attention. Failure of the committee or the Board of Directors to take appropriate action may cause that particular covenant violation to be waived and not be enforceable to other homeowners. The method to be used to enforce these covenants may either be by personal telephone contact with the homeowner or the use of a covenant violation notice to be sent to the homeowner. Homeowner telephone contacts will be documented and forwarded to the President of the Board of Directors for future reference if necessary. Covenant Violation notices will be completed in duplicate, the original either being given to the homeowner or mailed and the copy retained by the Board of Directors for future reference.

2.0 Request for Architectural Change – Hearing Procedure

If a homeowner disagrees with the decision of the Architectural Committee regarding the disapproval or partial approval of a Request for Architectural Change, then the homeowner may request a hearing with the Board of Directors to review the request and the decision. The hearing shall be scheduled with the Board of Directors at a mutually agreeable time and location. The hearing shall be scheduled within 2 weeks of the homeowner's request for such a hearing if possible, and within 4 weeks of the homeowner's request at the latest. Within 10 days of discussing the request and the Architectural Committee decision with the homeowner at the hearing, the Board of Directors shall vote to either uphold the Architectural Committee's decision or to overturn some or all aspects of the decision. The majority vote of the Board Members shall rule. The vote shall be held with only Board Members present, and the homeowner shall be notified in writing of the decision.

3.0 Covenant Violation Notice – Hearing Procedure

If a homeowner disagrees with the terms of a covenant violation notice, to include the nature of the violation, timeframe for compliance, or fines imposed, then the homeowner may request a hearing with the Board of Directors to review the covenant violation notice. The hearing shall be scheduled with the Board of Directors at a mutually agreeable time and location. The hearing shall be scheduled within 2 weeks of the homeowner's request for such a hearing if possible, and within 4 weeks of the homeowner's request at the latest. Within 10 days of discussing the Covenant Violation Notice with the homeowner at the hearing, the Board of Directors shall vote to either uphold the Covenant Violation Notice or to overturn some or all aspects of the Notice. The majority vote of the Board Members shall rule. The vote shall be held with only Board Members present, and the homeowner shall be notified in writing of the decision.

4.0 Covenant Violation Notice – Schedule of Fines

Fines may be imposed at the discretion of the Board of Directors, and shall be assessed at a rate somewhere in the range of \$2.00/day to \$8.00/day for each day of noncompliance. The decision to impose a fine and the amount of the fine are at the discretion of the Board of Directors upon consideration of all factors related to the violation. These factors for consideration shall include:

- Past history of fines imposed for similar violation and circumstances.
- Nature and severity of the violation.
- Number of complaints received regarding the violation.
- Number of notices given to homeowner regarding the violation.
- Time elapsed since the homeowner was first informed of the violation.
- Hardship circumstances with the homeowner.
- Cost and difficulty of rectifying the violation.
- Weather or other circumstances that may hamper expedient correction of the violation.
- Past history of the homeowner with the same or similar violation.

5.0 Covenant Violation Notice – Schedule For Compliance

5.1 General Refer to Article XIV, Enforcement of Covenants, in the Association Bylaws for specific requirements. The time allowed for compliance with a covenant violation shall be stated in the written violation notice, and shall be three (3) days minimum per Article XIV of the Association Bylaws.

5.2. Compliance Schedule Guidelines The following guidelines shall be the general basis for compliance timelines for correcting covenant violations. These broad categories are not expected to cover all situations. As an example, a fifteen (15) day compliance timeline may be applicable in some circumstances, and a two (2) month compliance timeline in other circumstances. The following is not a comprehensive listing of all possible violations. Compliance timelines on violations not listed here will be established at the discretion of the MVHOA Board of Directors.

Three (3) Day Category

- Parking a trailer, trailer camper, boat, truck camper or like mobile unit on the street or in the driveway of the residence for more than 72 hours.
- Parking on dirt or grass on the front setback of the property of the residence
- Weeds which are excessive and overgrown.
- Lawn which is overgrown.
- Parking a partially wrecked, junked, inoperable, or unlicensed vehicle on the street or on the front driveway.
- Sign which is displayed at the residence but which is not allowed by the Protective Covenants and does not meet the political sign provisions under the Colorado Revised Statute.

Thirty (30) Day Category

- Partial house painting is required, such as house trim and/or window trim and/or garage panels and/or porch.
- Porch is deteriorated and needs repaired or rebuilt.
- Concrete is deteriorated or sinking considerably and needs repaired or rebuilt.
- Lawn is under-watered and burning up except as might be allowed by the Colorado Revised Statute during severe watering restrictions.

Three (3) Month Category

- Complete house painting is required, and the notice of covenant violation is sent out near the end of a winter season or in advance of a winter season such as in early August.

Six (6) month category

- Complete house painting is required, and the notice of covenant violation is sent out just before a winter season such as in October or November.




5.3 Consideration of Specific Circumstances The time allowed for compliance without an assessment, and the time allowed for compliance before legal action is taken including the filing of a residential lien, are at the discretion of the Board of Directors upon consideration of all factors related to the violation. These factors for consideration shall include:

- Compliance Schedule Guidelines stated herein.
- Past history of timelines imposed for similar violation and circumstances.
- Nature and severity of the violation.
- Number of complaints received regarding the violation.
- Number of notices given to homeowner regarding the violation.
- Time elapsed since the homeowner was first informed of the violation.
- Hardship circumstances presented to the Board of Directors by the homeowner.
- Cost and difficulty of rectifying the violation
- Weather or other circumstances that may hamper expedient correction of the violation.
- Past history of the homeowner with the same or similar violation.

6.0 Failure to Obtain Prior Approval – Schedule of Fines

Fines may be assessed at the discretion of the Board of Directors if work is started or completed before the work is reviewed and approved by the Architectural Committee. Fines, if imposed, shall be assessed at a rate in the range of \$20.00 to \$500.00 for each separate violation that would require approval. The amount of the fine(s) shall be at the discretion of the Board of Directors upon consideration of all factors related to the violation(s). These factors for consideration shall include:

- Likely ruling (approval or denial) by the Architectural Committee if the work had been properly submitted through a Request for Architectural Change and evaluated by the Committee.
- Nature and severity of the violation.
- Past history of fines imposed for similar violation and circumstances.
- Hardship circumstances with the homeowner.
- Cost and difficulty of rectifying the violation, such as reversing the work that has already been completed.
- Past history of the homeowner with the same or similar violation.

Board of Director Member	Signature	Date
Brad Hollenbaugh, President		<u>12/9/07</u>
David Derks, Treasurer		<u>12/9/07</u>
Jerry Shain, Secretary		<u>12/9/07</u>

Approval & Violation Guidelines

Maple Valley Homeowners Association

Board Approved January 9, 2008

Section I - General

This Approval & Violation Guidelines document, herein referred to as "Guideline" or "Guidelines", serve to supplement Association documents such as the Bylaws, Protective Covenants, and ACC Procedures & Policies. These Guidelines are consistent with established historical practices of the Association, which have been, and shall continue to be applied fairly and consistently across the board and in good faith.

These Guidelines are intended to support the following objectives: 1) ensure the quality of workmanship and materials, 2) ensure harmony of external design with existing structures, 3) ensure acceptable location with respect to topography and finished grade elevation, and 4) maintain acceptable appearance of all properties and structures with the intent to protect property values for all Members of the Association.

The term ACC, as use herein, refers to the Architectural Control Committee. The term Board, as used herein, refers to the Board of Directors. The term Association, as used herein, refers to the Maple Valley Homeowners Association.

Section II - Architectural Change Approval Guidelines

General - These Guidelines do not attempt to address all possible Requests for Architectural Change that may be encountered. Requests not addressed herein are expected to occur, and each request shall be evaluated and addressed in a manner consistent with established practices and applicable Association documents.

Paint Colors - A Request for Architectural Change form must be submitted and approved before painting can begin on any exterior surface on the property. Color schemes considered acceptable to the ACC and/or Board may change with the times, and are intended to reflect the current trend for homes of similar architectural style and character in our region to retain the highest market value of the homes.

Roof Material - A Request for Architectural Change form must be submitted and approved before new/replacement roofing is installed. Roof materials and colors shall generally be limited to the type historically approved. New/replacement roofing materials shall have a 40 year warranty as a minimum. The Association shall not require the use of cedar shakes or other flammable roofing materials when a complete roof is replaced on a house. The Association may require the use of cedar shakes for improvements or additions to a house or ancillary building if the house already has cedar shakes.

Additions and Major Alterations - A Request for Architectural Change form must be submitted and approved before additions or alterations are started on any structure, to include the home. Additions and major alterations are generally not allowed on the front face of the structure, with the intent of preserving the predominantly visible architectural character of the home.

Front Porch Modification - The appearance of front or back porches may not be altered or modified without submitting a Request for Architectural Change and obtaining prior approval from the Architectural Control Committee (ACC) in accordance with the established Covenants and the established ACC Procedures and Policies.

The appearance of front porches shall be maintained consistent with the original architectural character of the porch, and shall be in harmony in external design with existing structures.

For houses which originally had front porch railings, any approved alteration or modification of the front porch shall include front porch railings. The railings shall not simply be removed, in whole or in part. Houses which originally had railings on the front porch need railings to be consistent with the original architectural character of the porch.

For houses which originally did not have front porch railings, any approved alteration or modification of the front porch may include railings only if the appearance is consistent with the original architectural character of the porch/house and is in harmony in external design with existing structures in the opinion of the ACC.

Antennas - As allowed in the Protective Covenants, radio, shortwave, T.V. or other antennas MAY be installed without the approval of the ACC as long as the antenna is six feet or less above the highest roofline of that residence. Antennas which will exceed this height can only be installed if reviewed and approved by the ACC.

Satellite Dishes - A satellite dish requires the submittal of a Request for Architectural review, and the approval of the ACC with regard to the color, size and location. If reasonably feasible, a satellite dish shall be installed in a location which has minimal visibility to the front of the lot and to any street which may join the side of the lot. The Association recognizes that there are practical limitations on where a satellite dish can be installed due to the directivity of the signal.

Windows - A Request for Architectural Change form must be submitted and approved before windows are modified or replaced. Some flexibility is allowed at the discretion of the ACC with regard to the type and style of new/replacement window installed. Replacement windows don't need to be an identical match to the original windows. A grid design (grills, grids, or strips of wood or metal separating and holding panes of glass in a window which creates a grid system dividing a single sash or casement into the appearance of smaller panes) is generally optional on replacement windows.

Section III - Covenant Violation Guidelines

General - These Guidelines do not attempt to address all possible covenant violations that may be encountered. Covenant violations not addressed herein are expected to occur, and shall be evaluated and addressed in a manner consistent with established practices and applicable Association documents.

A Covenant Violation is generally considered to be something that negatively impacts the aesthetic appeal of the community, and is readily noticeable from the street in front of the residence, or readily noticeable from an adjacent or nearby residence.

Deteriorating Conditions - The Association has the authority under the Protective Covenants to require a homeowner to make improvements to deteriorating conditions on a property. This includes, but is not limited to, paint, fencing, windows, roof, porch rails, landscaping, walkways and driveways.

Per the Protective Covenants under the NUISANCES section, nuisances includes anything that "may be or may become an annoyance or nuisance to the neighborhood". Or restated, this includes anything that may be or may become an annoyance to the neighborhood. Deteriorating conditions, other than extremely minor conditions, are considered by the Association an annoyance to the neighborhood. It is the responsibility of the Board and/or the ACC to determine what constitutes an annoyance and therefore what constitutes a Covenant Violation.

Sinking or Heaving Concrete - Concrete which is sinking and/or heaving excessively is generally considered a Covenant Violation. A deviation of roughly two (2) inches between two surfaces, such as driveway and garage floor, is generally considered acceptable. A deviation on the order of several inches may be considered a Covenant Violation if it is visually offensive and is readily noticeable from the street in front of the residence, or readily noticeable from an adjacent or nearby residence.

City Municipal Code - According to the City of Arvada Municipal Code published as of October 28, 2007, deteriorating conditions are considered a nuisance. The Association relies on this municipal code to support and supplement established practices regarding Covenant Violations. Under Article III, NUISANCES, of the City of Arvada Municipal Code includes the following excerpts:

It shall be unlawful for any person to maintain or permit to be maintained any of the following causes of blight or blighting factors upon any property in the city owned, leased, rented or occupied by such person:

(3) In any area zoned for residential purposes, any vacant dwelling, garage, or other accessory building that fails to comply with the following requirements:

- a. Exterior walls, sidings, and roofs shall be kept structurally sound, in good repair and free from defects.
- b. All exposed surfaces susceptible to decay shall be kept at all times painted or otherwise provided with a protective coating sufficient to prevent deterioration.
- c. All foundations, exterior walls, roofs, and all appurtenances thereto shall be substantially weather tight and water tight, damaged materials shall be repaired or replaced promptly. Places showing signs of rot, leakage, deterioration, or corrosion shall be restored and protected against weathering and seepage.
- d. All windows, exterior doors, and entryways shall be reasonably weather tight. Damaged materials shall be repaired or replaced promptly. ...
- e. All exterior stairways, porches, landings, or balconies shall be safe for normal use and properly maintained to minimize the hazards of falling and the same shall be kept structurally sound, in good repair, and free from defects.
- f. The exterior of accessory structures, fences, and landscaping walls shall be maintained in good repair. Broken or missing slats within fences shall be replaced and repaired.

Inoperable Vehicles - Parking a partially wrecked, junked, inoperable, or unlicensed vehicle on the street or on the front driveway or front lot of a home is considered a Covenant Violation by the Association. The Association generally allows a variance to this requirement for a duration not to exceed 72 hours (3 days), on an occasional basis. The Association relies on the following excerpts from the City of Arvada Municipal Code to support and supplement established practices regarding this issue:

Sec. 62-35 (d) - It shall be unlawful for any person to leave or park an inoperable motor vehicle upon a street, highway, right-of-way, or any other public property. (i) For purposes of enforcement of this subsection, an inoperable motor vehicle means a vehicle which cannot be driven upon the public streets for reasons including, but not limited to, not having a current license plate or tag, being wrecked, in a state of major disassembly, in a state of disrepair, or incapable of being moved under its own power.

Sec. 54-61. Article I, section 1213 - (d) Junked, inoperable or unlicensed vehicles on private property. The city hereby declares that the keeping of any partially wrecked, junked, inoperable or unlicensed vehicle or parts thereof on any property within the city is a nuisance. It shall be unlawful for any person who is the owner of any vehicle or any person who is in charge or control of any property within the city, whether as owner, tenant, occupant, lessee, or otherwise, to permit or allow any partially wrecked, junked, inoperable or unlicensed vehicles or parts thereof to remain on such property. ... This section shall not apply with regard to a vehicle in an enclosed building. ... [This section was eventually repealed via Ordinance 4096. However, it is still supportive of established practice of the Association]

Temporary Structures And Recreational Vehicles - Refer to the Protective Covenants for allowances and restrictions. The Association generally allows a variance to the restriction in the Protective Covenants for a duration not to exceed 72 hours (3 days), on an occasional basis. The Association relies on the following excerpts from the City of Arvada Municipal Code (ARTICLE II. MODEL TRAFFIC CODE) to support and supplement established practices regarding this issue:

Sec. 54-55. Article I, section 514. titled "Parking, storage and use of major recreational equipment":

(a) The city council hereby finds and declares that the extended parking of major recreational equipment on any street, highway or roadway is detrimental to the public health, safety and general welfare of the citizens and of the municipality, and that regulation of such parking on streets, highways or roadways is a permissible regulation of the aesthetics of the community.

(b) No major recreational equipment shall be parked or stored on any street, highway or roadway for a period in excess of 72 hours within the city. No such equipment or any vehicles shall be used for living, sleeping or housekeeping purposes while parked on the streets, highways or roadways within the city.

(c) For the purpose of this section "major recreational equipment" shall be defined to mean boats, boat trailers, travel trailers, motorized dwellings, tent-trailers and hauling trailers. ...

Noxious or Offensive Activity - Noxious or Offensive Activity, as referenced in the Protective Covenants, includes extremely loud, foul or offensive language or behavior which is readily observed or heard from the street or from adjacent residences. Additional guidance is available in the provisions of the City of Arvada Municipal Code, including DIVISION 2. NOISES REGULATED.

Parking In Dirt or Grass - Parking on dirt or grass on the front setback of the property of the residence, or parking on dirt or grass on the side property of the residence if readily noticeable from the street in front of the residence, is considered a Covenant Violation. The Association relies on the following excerpts from the City of Arvada Municipal Code to support and supplement established practices regarding this issue:

6.16.1. Off-street parking - G. Parking in Front Setbacks. Parking shall not be permitted within the required front setback of any lot, except for parking on the paved driveways of single-family and duplex lots, ...

Weeds - Weeds which are excessive in area of growth and/or excessive in height in the opinion of the Association are considered a Covenant Violation. Additional guidance is available in the provisions of the City of Arvada Municipal Code.

Neglected Lawn or Vegetation - A lawn which is under-watered and burning up is considered a Covenant Violation, except as might be allowed by the Colorado Revised Statute during severe watering restrictions. A lawn which is overgrown or which is vastly infected by weeds is considered a Covenant Violation. Vegetation such as trees and shrubs which, in the opinion of the Association, are excessively overgrown or neglected, excessively diseased, dying or dead, is considered a Covenant Violation. Additional guidance is available in the provisions of the City of Arvada Municipal Code.

Display of Signs - Any sign which is displayed on the property or at the residence but which is not allowed by the Protective Covenants, does not meet the requirements stated herein, or does not meet the political sign provisions under the Colorado Revised Statute, is considered a Covenant Violation.

The Protective Covenants allow one professional sign of not more than one square foot. A professional sign may only be displayed while the work is being done on the property, assuming the work is completed in a reasonable period of time in the opinion of the Association. A professional sign must be removed within three days of completing the work. The Association also allows one security system sign of not more than one square foot, with no limitation on duration, as long as it is well maintained and not offensive in the opinion of the Association. The Protective Covenants also allow one sign of not more than five square feet advertising a property for sale or rent.

Per established Association Policy: a) Political signs may not be displayed earlier than forty-five days before the day of an election and later than seven days after an election, and b) the maximum size of a political sign shall not exceed the maximum size allowed by the City of Arvada, and shall not exceed thirty-six inches by forty-eight inches.

End of Document

Maple Valley Homeowners Association

P.O. Box 1334
Arvada, CO 80001

Covenant Violation Notice to Homeowner

Date --

To --

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Arvada, Co 80004

Subject: Covenant Violation Notice

Ref: Article II (Residential Area Covenants), Protective Covenants for Maple Valley Subdivision Filing No. 1, Jefferson County, Co., dated June 11 1985.

The Maple Valley Homeowners Association Board of Directors and/or Architectural Control Committee hereby notifies you that you are in violation of the covenants as cited above. You have a right to a hearing on this matter as explained in the Architectural Control Committee Procedures & Policies. Please take immediate action to correct this deficiency. Fines may be assessed if corrective action is not taken within _____ of this notice.

Violation: --

Please address any questions or concerns you may have to the Maple Valley Homeowners Association at the address listed above. Thank you for your cooperation.

Maple Valley Homeowners Association

By: _____