

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
POLICIES, PROCEDURES, AND RULES
Amended 2020**

1. The following document will outline the Policies, Procedures, and Rules established by the Summerlane Village Homeowners Association Board of Directors, in accordance with Paragraph 5, of Article II of the First Amended Declaration of Covenants, Conditions, and Restrictions of Summerlane Village, as follows, and in accordance with and Colorado Revised Statute §38-33.3-209.5, for adoption and amendment of Association Policies, Procedures, and Rules:
 - a. “The Association may adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Common Elements and the use of any other property within the Community, including Lots. Any such rules and regulations shall be reasonable and uniformly applied and consistent with the requirements of this Declaration. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Copies of the currently effective Rules and Regulations shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with such rules and regulations and shall see that Persons claiming through such Owner comply with such rules and regulations. The Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such rules and regulations. Such rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of a conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.”

2. The following definitions will be used through the document, many of which are outlined in the Declaration of Covenants, Conditions, and Restrictions of Summerlane Village:
 - a. "Architectural Review Committee" or "ARC" means the committee appointed by the Association to review and approve or disapprove plans for improvements as defined in the Declaration.
 - b. "Association" or “HOA” means the Summerlane Village Homeowners Association, Inc., a Colorado nonprofit corporation, and a unit owners' association organized under Section 38-33.3-301 of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 to 319, as amended.
 - c. "Board of Directors" or "Board" means the body designated in the Declaration and the Bylaws of the Association to act on behalf of the Association. “Directors” or “Board Members” mean those individuals serving on the Board in accordance with the Declaration and Bylaws of the Association.
 - d. "Declaration" means the Declaration of Covenants, Conditions and Restrictions of Summerlane Village and any other recorded instruments, however denominated, that

create the community of Summerlane Village, including any supplements and amendments to those instruments and also including, but not limited to, plats and maps.

- e. "Lot" means each platted lot shown upon the recorded plat or other subdivision map of the real property.
- f. "Member" means each Owner; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.
- g. "Owner" means the person, corporation, partnership, association, trust, limited liability company, joint venture, or any other entity recognized under the laws of the State of Colorado or any combination thereof who owns a Lot.
- h. "Policies, Procedures, and Rules" or "PPR" means this document, in the entirety. "Policy" may be used to refer to an individual policy contained in the PPR. In the event that any of the terms or provisions of the PPR are in conflict or inconsistent with the Declaration or Bylaws of the Association, they shall not affect, void, or render unenforceable any other term or provision of the PPR.
- i. "Reserve Funds" or "Reserve" means monies set aside for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis by the Association, and for the payment of insurance deductibles.

3. These Policies, Procedures, and Rules replace all previously adopted Policy, Procedures, and Rules.

CERTIFICATION

The undersigned, being the President of the Summerlane Village Homeowners Association, Inc. certifies that the following policies, procedures, and rules were adopted by the Board of Directors of the Association and at a meeting held this December 5, 2020.

Summerlane Village Homeowners Association, Inc.

By: Gregory Vochis

Greg Vochis, President

By: Elizabeth Hofmann

Elizabeth Hofmann, Secretary

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
COLLECTION POLICY**

1. Annual assessments may be paid in monthly installments due on the first day of each month. The Board, as provided in the Declaration and the Bylaws, determines the annual assessment. Any charges not paid by the 10th day of each month are considered late and delinquent. If the assessment becomes two months delinquent a letter will be sent out to either pay or contact to make arrangements. If no response is received within 10 days, the matter is sent to the attorney for a lien and further legal action. Any late payment is assessed an additional late charge of \$20.00 for that month and interest will accrue annually at 18% simple interest on the outstanding balance due.
2. The Owner will be responsible for any returned check charges the Association incurs, and an additional \$20 return check fee.
3. The Owner will be provided with a notice prior to the account being turned over to an attorney. The notice will state the following:
 - a. The total amount of the arrearage, with an accounting of how the total arrearage is determined;
 - b. Whether the opportunity to enter into a payment plan exists and instructions for contacting the association to enter into the payment plan; Payment plans for eligible owners can be made for payments in equal installments for up to six months, so long as the owner remains current with regular assessments.
 - c. The name and contact information that the owner may contact to request a copy of the owner's ledger to verify the amount of the debt; and
 - d. That action is required to cure the delinquency and failure to do so within 30 days may result in the account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the owner's property if the amount past due is greater than six months, and any other remedies available under Colorado law.
4. The Association is entitled to recover its reasonable attorneys' fees and collection costs incurred in the collection of assessments and other charges incurred on behalf of the delinquent Owner. These fees shall be payable when incurred and will be charged as an additional assessment to the delinquent Owner's account. The Association is also entitled to recover attorneys' fees and collection costs through any collection action that the Association brings and is not limited to recovering such attorneys' fees and costs through judicial action. Reasonable attorneys' fees include any communications from the Association's attorney to or with the Owner.

5. Payments received will be applied in the following sequence:
 - a. Attorneys' fees and costs associated with the delinquent Owner;
 - b. Late charges, Fines and Interest;
 - c. Return check charges
 - d. Assessments
6. The Board may ask for appointment of a receiver or a judicial foreclosure of the Association's lien to obtain payment of current assessments, past assessments, or preserve the property.
7. Any delinquency, as defined in the Association's Declaration, entitles the Association to an Assessment Lien on the Owner's real property and the Association, through its managing agent and/or attorney, may record such Assessment Lien with the County Clerk and Recorder's Office.
8. The Board shall have authority to approve payment plans for Owners and have authority to waive or otherwise reduce any outstanding late charges, fines, and interest from an Owner's account.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
RECORDS POLICY**

To the extent there is any conflict with the Bylaws in this policy, this policy controls as it is written in compliance with C.R.S. §38-33.3-317, as amended.

1. An Owner or authorized agent of the Owner is entitled to inspect and copy, at their expense, any of the records or papers of the Association.
2. In order to conduct the inspection:
 - a. The Owner must give the Association Secretary a written demand at least ten days prior to the date on which the Owner wishes to inspect and copy the records;
 - b. The request may be granted either after ten days or at the next Board meeting, if the Board is scheduled to meet within thirty days after the request.
3. In order to protect Owners' interests, membership lists or any part cannot be used for any purpose unrelated to the Owner's interest without the consent of the Board. Specifically there is a prohibition on using Owners' information:
 - a. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the unit Owners in an election to be held by the Association;
 - b. Used for any commercial purpose; or
 - c. Sold to or purchased by any person.
4. The Following Records MAY be withheld from inspection by Owners:
 - a. Architectural drawings, plans, and designs, unless released upon the written consent of the legal Owner of the drawings, plans, or designs;
 - b. Contracts, leases, bids, or records related to transactions to purchase or provide goods and services that are currently in or under negotiation;
 - c. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
 - d. Disclosure of information in violation of law;
 - e. Records of an executive session of an Board;
 - f. Individual units other than those of the requesting Owner.

5. The following records are Not Available for Inspection to Owners:
 - a. Personnel, salary, or medical records relating to specific individuals; or
 - b. Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers. Unless the resident has provided the Association with written consent of the disclosure of the Member's telephone number or e-mail.
6. Owners will be charged the actual cost of making copies.
7. The Association shall maintain the following records in written form or another form capable of conversion into written form within a reasonable time:
 - a. Detailed records of receipts and expenditures affecting the operation and administration of the Association;
 - b. Records of claims for construction defects and amounts received pursuant to settlement of those claims;
 - c. Minutes of all meetings of unit Owners and Board, a record of all actions taken by the Owners or Board without a meeting, and a record of all actions taken by any committee of the Board;
 - d. Written communication among, and the votes cast by Directors that are:
 - i. Directly related to an action taken by the Board without a meeting pursuant to C.R.S. §7-128-202; or
 - ii. Directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;
 - e. The names of unit Owners in a form that permits preparation of a list of the names of all unit Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each unit Owner is entitled to vote;
 - f. Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Policies, and any other Policies adopted by the Board;
 - g. Financial Statements as described in C.R.S. §7-136-106 for the past three years and tax returns of the Association for the past seven years to the extent available;
 - h. A list of names, electronic mail addresses, and physical mailing addresses of the current Board members and officers;
 - i. The most recent annual report delivered to the Secretary of State, if any.

- j. Financial records sufficiently detailed to enable the Association to comply with §38-33.3-316(8) concerning statements of unpaid assessments;
- k. The Association's most recent reserve study, if any;
- l. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediate preceding two years.
- m. Records of Board or committee actions to approve or deny any requests for design or architectural approval from unit Owners.
- n. Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;
- o. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners; and
- p. All written communications within the past three years to all unit Owners generally as unit Owners.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
CONFLICT OF INTERESTS POLICY**

1. Directors will exercise their power and duties in good faith and in the interest of the Association.
2. Directors shall comply with all provisions of the Association's Declaration, Bylaws, and PPR.
3. Any possible conflict of interest on the part of any Board Member shall be disclosed to the other Directors immediately upon discovery of a conflict. The disclosure will be made a record in the minutes of the Board Meeting at which the disclosure is made.
4. The interested Board Member will leave the meeting when the related topic is voted upon. The minutes will reflect the absence of the interested Member.
5. The interested Board Member will be allowed to state their position on the matter and answer any questions about the interested matter, but the interested Member may not participate in the discussion.
6. A conflict of interest is any contract, decision, or other action taken by or on behalf of the Board, which would financially benefit any member of the Board, or any person who is a parent, grandparent, spouse, child, or siblings of a member of the Board or a parent or spouse of any of those persons.
7. Any breach of this policy by a Board Member must be brought to the attention of the Board for appropriate review.
8. If the Board members by a majority vote determine that, a breach of this PPR has occurred it may impose a sanction on the offending Board Member. The Board may require the offending member's resignation from the Board. However, the sanction must be appropriate and reasonable. The Board may consider the offending Member's willingness and participation in the Board's investigation in determining the severity of the sanction.
9. The Board shall perform an annual review of the conflict of interest policy.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
CONDUCT OF MEETINGS**

1. Meetings of Owners are open to all Owners in the Association or any proxy or representative of an Owner.
2. Meetings of the Board of Directors are open to all Owners in the Association or any proxy or representative of an Owner. However, there can be closed door Board meetings or a Committee of the Board to address the following issues:
 - a. Consulting with legal counsel on matters.
 - b. Employment matters.
 - c. Investigative proceedings related to criminal activity.
 - d. Any matters that the Board deems relate to an individual's privacy that would be best discussed outside of the other Owners, within the Board's discretion.
3. The Board will allow any member at meetings of Owners to speak, but generally, the speaker's time will be limited to three minutes. This time period may be extended or shortened at the discretion of the President.
4. The Board will not allow any Owner to participate in discussions at meetings of the Board, unless the Board votes to authorize the discussion. The Owners will be allowed to address issues not on the agenda in the Owner's Forum at the beginning of the meeting, which is allotted for a maximum of 30 minutes, but may be extended at the Board's discretion.
5. A Member will be given the opportunity to speak before formal action is taken on an item under discussion.
6. Owner Meetings will be announced at least 15 days prior but no more than 45 days prior to the meeting. This announcement may take the form of a physical posting on Association property (e.g. a sign at the mailboxes), emails sent to Owners at the email address on file with the Association, a mailing sent to Owners at the address on file with the Association, or personal delivery of the announcement to Owners.
7. All Meetings will be conducted in compliance with all provisions of the Association's Declaration, Bylaws, and PPR. At no times will the voice recording of any meeting be permitted by anyone other than the individual responsible for drafting minutes for the purposes of record-keeping. Should a meeting be recorded for record keeping, the voice recording may not be published or distributed.
8. If an Owner's behavior becomes obnoxious and unruly, and the Owner will not respond to requests to observe decorum, any Board member may call a law enforcement officer to remove the offending Owner from the meeting.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
INVESTMENT POLICY**

1. The Treasurer of the Association is responsible for investigating and investment options for the Reserve Funds. The Board of Directors is responsible for deciding the investment options for the Association's Reserve Funds. If no Treasurer is defined by the Association, the Board of Directors as a whole shall be responsible for the Treasurer duties.
2. The Treasure must evaluate the options based on the following criteria:
 - a. Risk to principal
 - b. Liquidity
 - c. Federal Deposit Insurance Corporation ("FDIC ") Limits
 - d. Growth Potential
 - e. Diversification
 - f. Any other factors deemed relevant
3. The Treasurer and Board of Directors may, and are encouraged to, rely upon the expertise of accountants and attorneys, and other investment experts in forming their opinions on which investment strategy to choose for the Association.
4. The Board of Directors must consider the following when deciding on an Investment Option:
 - a. Minimize loss through diversification
 - b. Maximize Yield, but limit investments to traditionally conservative forms of investing
 - c. The impact of interest rates
 - d. Minimal liquidity required to meet all planned expenditures
 - e. Penalties for selling or withdrawing funds prematurely
 - f. No one bank account may hold more than established FDIC limits
5. The Board of Directors has control with regard to opening bank accounts and establishing accounts for the custody of securities. Minimum of two signatures must be required for all transfers of money, unless the transfer is between two Association accounts.
6. The Board of Directors shall review investment performance on a regular basis, at least quarterly, and shall adjust the investments as needed to comply with the terms of this policy.
7. The Board of Directors will review the reserve policy at least once every three years.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
AMENDMENT POLICY**

1. Adoption or amendment of any PPR shall be performed only at a meeting of the Board of Directors open to all Members.
2. Proposed PPR will be listed on the agenda, and posted on the website, or otherwise delivered to Owners. Comments will be accepted for 10 days after posting.
3. The Board shall consider the following criteria when adopting or amending a rule, policy, or procedure:
 - a. Necessity and Reasonableness of the PPR;
 - b. Does the PPR create separate groups among Members;
 - c. Is the PPR clear and unambiguous;
 - d. Is the PPR reasonably related to the preservation, protection, and enhancement of the Association's property values;
 - e. Is the PPR consistent with State and Federal law, local law, and the Association's governing documents;
4. Adoption or amendment of PPR requires an affirmative vote of a majority of Board members in attendance at the meeting.
5. Any PPR shall be effective immediately after the delivery, in writing, of notice of the adoption or amendment of any PPR. The Board shall keep record of all current PPR documents.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
EXTERIOR PAINT POLICY**

1. As a way of sustaining home values in Summerlane Village, homeowners are responsible for maintaining the appearance and condition of their property. As such, this policy will address any exterior paint maintenance for the house and fence
2. At least once a year, members of the Board and ARC will walk through the community to determine if a house or fence is in need of exterior paint.
3. Once a home has been determined to be in need of exterior paint, the Board will provide the homeowner with a courtesy letter informing them of the need to paint. The homeowner will have one (1) year from the date printed on the courtesy letter issued by the Board to paint the exterior of their home. This should allow the homeowner ample time to procure bids, budget costs, and complete the job.
4. All exterior paint colors chosen from the pre-selected palette that has been pre-approved do not require approval. The paint book with all pre-selected paint colors is available on the HOA website. The pre-selected palettes are assigned based on the style or "Elevation" of each house. Homeowners can determine their elevation by reviewing the features of their house against the detailed color schemes in the book. A homeowner cannot change the exterior color of their home to be that of a home directly next to their property on either side.
5. If after one (1) year the exterior of the home has not been painted, the homeowner will be issued a violation letter and will be fined \$100.00 per month until the work has been completed, for a maximum of six (6) months. If, following the six-month violation period, the work has still not been completed, the Board will hire a contractor to complete the work and will invoice the homeowner accordingly.
6. To achieve a uniform look for the community, all street-facing privacy fencing shall be stained with the approved Association solid color stain. The exact information for this stain is provided on the HOA website. The exception to this requirement is the split rail style fence that borders the Association common area property along the retention pond/gazebo/playground, which require a transparent cedar-tone weather protectant stain. Owners are required to maintain fencing on their lots, including the approved stain. In the event a street-facing fence borders multiple lots, the side facing each lot shall be maintained by the respective Owner. The Association shall pay for expenses to maintain the appearance of fencing bordering Association common area property as defined by the plat map on file with Jefferson County.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
FORECLOSURE POLICY**

1. Anyone residing in residence within the Association, whether Owner, renter, or occupant (“Resident”), will be held personally liability for any and all damage or destruction inflicted on the property as a direct result of the Resident’s actions or the actions of someone associated with said Resident. Damage or destruction includes, but is not limited to, the removal or alternation, not in accordance with the Declaration and/or the laws governing Jefferson County, Colorado, of any item or items permanently affixed to the property.

2. Upon determining that damage to the property has occurred, the Resident will have no more than 60 days to repair any and all damage to the property and restore property to the condition it was in prior to the damage being inflicted. If the property is not satisfactorily returned to its prior condition within 60 days, the Board will hold the Resident financially liable for any and all replacement costs, repair costs, labor costs, and / or legal fees incurred as a direct result of the damage to the property. The Board may also exercise its legal right to file a civil lawsuit against the Resident on behalf of all homeowners residing in the Community for any resulting loss in property value, whether that loss is solely to the property occupied by the Resident or if said damage has had a detrimental effect on adjacent properties or the Community as a whole.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
SIGN POLICY**

1. Paragraph 6(a) of Article IX of the First Amended Declaration of Covenants, Conditions and Restrictions of Summerlane Village outlines the general rules around advertising and signs in the community. This policy shall further detail the rules in accordance with item (iv) noted therein.
2. Advertising Services – Owners are permitted to display a sign for a vendor performing work at the Lot or the house situated therein, in accordance with the following rules
 1. The sign may not be more than five square feet in dimension
 2. The sign may not be displayed for more than seven days
3. Political Signs – many of the following guidelines are taken from the Colorado Common Interest Ownership Act, as noted in Colorado Revised Statutes §38-33.3-106.5(1)(c).
 1. "Political Sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.
 2. Political Signs are prohibited earlier than 45 days before an election and 7 days after an election
 3. Political Signs may not be any larger than 36 inches by 48 inches
 4. Only one Political Sign may be displayed per political office or ballot issue that is contested in an election
 5. Political Signs are prohibited in any HOA common area space

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
ENFORCEMENT POLICY**

1. Notice of alleged violation of any provision of the Declaration, Bylaws, and PPR shall be provided to the Owner as soon as possible following receipt of a complaint by the Board. Any complaints may be substantiated by the Board, either with the complainant or the offending Owner prior to notification to the offending Owner. The Board may also provide a copy to a non-owner violator. The Notice shall describe the nature of the violation and state how the Board may protect its rights under the governing documents of the Association.
2. Notice may be served by personal delivery to the owner or non-owner violator, via U.S. Mail addressed to the last known address of the Owner or non-owner violator as contained in the records of the Association, or via e-mail to the address provided to the Association by the Owner or non-owner violator.
3. In accordance with C.R.S. § 38-33.3-209.5, the Board shall hold a fair and impartial fact-finding process concerning whether an alleged violation actually occurred and whether the unit owner is the one who should be held responsible for the violation. If an Owner wants a hearing to contest any alleged violation, the Owner must request a hearing within 10 days of receipt of the Notice. The request for hearing may be made via U.S. Mail addressed to the Association's mailing address, via writing provided to any Board Member, via electronic communication addressed to any Board Member, or orally to any Board Member. If an Owner has a conflict with the Association, the Owner may request a hearing on that issue.
4. The Board is responsible for hearing and deciding cases set for a hearing. The Board may appoint an Owner who is not a member of the Board to act as Presiding Officer.
5. The Board will inform the Owner of the time and place of the hearing. The Presiding Officer may grant a continuance for good cause.
6. Any Board member who is unable to be objective and provide a disinterested perspective shall disclose this bias to the President as soon as possible. This Board member will be disqualified from the hearing. If this results in a tie in the decision-making process, the Presiding Officer will decide the tie.
7. Each party may present their evidence through testimony and/or witnesses. The decision of the Board at the hearing will be based on the evidence presented, the Notice, and the request for a hearing. Hearings may be open to other Owners or closed at the Board's discretion.
8. The Board will provide a finding to the Owner within 20 days of the hearing. The finding may be delivered in writing via U.S. mail, personal delivery, or via an electronic method such as email. Any fines imposed as a result of the decision at the hearing will be imposed and communicated within the written finding. The finding may be released upon compliance with the violation in accordance with the Association's governing documents.
9. The following fine schedule is the default schedule, unless otherwise provided elsewhere in the PPR. Any violation of the governing documents may be subject to the following:

- a. The Owner will have seven (7) days to comply with the violation
 - b. Continued non-compliance will result in a second letter being sent, giving the Owner an additional seven (7) days to comply. At this time, the Owner will be assessed a \$25.00 fine.
 - c. Continued non-compliance will result in a third letter providing an additional seven (7) days to comply. At this time, the Owner will be assessed a \$50.00 fine.
 - d. Continued non-compliance will result in a fourth letter providing an additional seven (7) days to comply. At this time, the Owner will be assessed a \$100.00 fine.
 - e. Continued non-compliance may continue as a fine of \$100.00 per month until the Owner is in compliance.
10. The Association will follow the guidelines in the Collection Policy to pursue fines owed to the Association.
 11. Any fines or assessments imposed by the Board will be due 30 days after the fine or assessment is issued, but the Owner may pay the fine with their next scheduled monthly assessment.
 12. Violations may be assessed cumulatively during a calendar year for repeated non-compliance of the same policy, procedure, or rule. For example, if an Owner is found to be non-compliant with the policy regarding snow removal on November 10th, and again on December 15th, the violation on December 15th will be considered a second violation in accordance with item 9(b) above. If the Owner is then in violation of the same snow removal policy the following January, they will receive a first notice of violation in accordance with item 9(a) above. It is noted that the calendar year reset on violations only applies if an Owner has cured all open violations.
 13. For a violation that is continuous, once the Owner has been notified of the violation, each subsequent day that the violation goes uncorrected is an additional violation. Notices of violations to be served upon the Association may be sent to the current registered agent of the Association.

**SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION
LANDSCAPE POLICY**

1. The Architectural Review Committee in connection with the Board has established the following rules and recommendations for property maintenance, in accordance with the Declaration of Covenants, Conditions and Restrictions Article IX - Restrictions, Section 15, which states: Each Lot, including the landscaping thereon, shall at all times be well kept in a clean and slightly condition. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Lot except as necessary during the period of construction or as provided in Section 12 of this Article. Minimum landscape maintenance requirements include watering (subject to municipal watering restrictions), weekly mowing, periodic edging and pruning, removal and replacement of dead or dying plant material and elimination of weeds and undesirable grasses.

A. Lawn Care:

- a. Your lawn should not exceed 6" in length.
- b. Recommendation: Weekly mowing and trimming as needed. While weekly is a general rule of thumb, you may actually need to do this more or less often depending on the growth of your lawn.
- c. Weeds and other undesirable plants and grasses should be removed (pulled).

B. Watering:

- a. Compliance with Lakehurst Water and Sewer restrictions;
 - i. No more than three times a week, and not between the hours of 10:00 am and 6:00 pm. This schedule may change from time to time as communicated by the water department.

C. Trees and Bushes:

- a. Trees and bushes should be pruned as needed.
 - i. Recommendation: Trees and bushes should be allowed to grow for a full year before they are pruned or cut back.
- b. Replacement of same or similar trees/bushes: ARC approval is not needed.
- c. If replacing or adding new trees/bushes: ARC approval is required.
- d. Weeds and other undesirable plants and grasses should be removed (pulled).
- e. Trees or bushes which interfere with sidewalks and common walkways must be trimmed

D. Plants and flowers:

- a. Promptly remove and/or replace dead or dying plant material.
- b. Plants and flowers must be contained within appropriate pots, beds, or gardens
- c. Recommendation: Potted plants and annuals should be thrown away after the first hard freeze.
- d. At other times, please be sure to remove or replace dead plants, flowers, bushes, or trees within one week of the item dying.

E. Backyard Landscaping:

- a. Please consult the Architectural Guidelines and Standards for items that may or may not require ARC approval. For items that require ARC approval, or items not listed in the Architectural Guidelines and Standards, you must submit a completed Design Review Request Form to the ARC for approval.

F. Trash Cans:

- a. As noted in the Declaration, Article IX- Restrictions, Section 12(a), “No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage, trash or recycling pickup.
- b. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.” Recommended: Store behind your fence, in garage, or otherwise not visible from the street.
- c. Trash cans can be put out after noon the day before scheduled pick-up.
- d. All trash can and recycling bins must be removed by the end of the day after the day of pick-up, and must be stored out of sight.
 - i. Due to the nature of this rule, the process outlined in paragraph #9 in the Enforcement Policy may be enforced every 24 hours of non-compliance.

G. Snow Removal:

- a. All front sidewalks must be shoveled within 24 hours after snow has stopped. Trace amounts of snow (one inch or less) will not be considered by this rule.
- b. Sidewalks must be kept free of ice at all times, including runoff from the driveway or elsewhere on the lot.
 - i. Due to the nature of this rule, the process outlined in paragraph #9 in the Enforcement Policy may be enforced every 24 hours of non-compliance.

H. Architectural Review Board Design Review Request Form

- a. Article 5, Section 2 of the Covenants states, “No Improvements shall be constructed, erected, placed, planted, applied or installed upon any Lot unless plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the improvements, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee), shall have been first submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall exercise its reasonable judgment to the end that all Improvements comply with any architectural standards promulgated for the Community and conform to and harmonize with the existing surroundings, residences, landscaping and structures.

- b. The Covenants define Improvements as, “means all exterior improvements, structures, 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, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball hoops, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.
- c. The Association has published a list of Architectural Guidelines and Standards to help Owners with Architectural Review Committee requests and improvements. The Architectural Guidelines and Standards provide guidance regarding the type of improvements that require Architectural Review Committee approval, a listing of improvements that do not require Architectural Review Committee approval, and a list of improvements that are not allowed in the community. In addition, the Architectural Guidelines and Standards provide certain restrictions or limitations on improvements, including but not limited to: height and size, color, materials, and placement within the Lot. The Architectural Guidelines and Standards may be changed at any time by the Architectural Review Committee or the Board of Directors, and a current copy will be made available to Owners via the Association website or upon request.
- d. If an Owner chooses to do any Improvements requiring Architectural Review Committee approval, without obtaining prior approval, the Owner will be told to stop immediately and may be assessed a fine of \$100.00.