

The UnawEEP Heights Homeowners Association Policies and Procedures

As required by C. R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the UnawEEP Heights Homeowners Association ("the Association") pursuant to the Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

I. COLLECTION OF UNPAID ASSESSMENTS

The following procedures shall apply to the Association's collection of sums due from the Owner.

A. Due Date, Late Fees and Interest

Assessments are due and payable May 5 of each year in accordance with Article III. of the Declaration of Covenants, Conditions, and Restrictions for the UnawEEP Heights Homeowners Association ("the Declaration"). Assessments not received within 10 days of May 5 will be considered delinquent and subject to a \$25 per month late fee. Any remaining unpaid balance will also be subject to eighteen (18%) per annum interest (see Article III. Section 7. and UH HOA Newsletter, Vol 1. Issue 1. June 1, 2010.).

B. Notice of Delinquent Account

1. Any assessment not paid within ten days (10) shall be deemed delinquent. The Association shall notify the owner of the delinquency by US Mail at the address of record.
2. In the event the alleged delinquent balance is not resolved within 90 days after the due date set forth above, the Board of Directors ("the Board") may, at its discretion, seek other means of collecting on the account including but not limited to:
 - a. file a lien,
 - b. enter into a settlement agreement,
 - c. refer to an attorney, or
 - d. foreclose the lien against the property.

3. The association may collect the delinquent assessment, late fees, interest, and costs of collection including, but not limited to, attorney fees, court costs, and other legal costs.

C. Partial Payments on Account

1. Any payments of less than the full amount owed to the Association shall be applied to pay the following in the order listed, from oldest to most recent in each category:
 - a. to attorney fees and legal Costs,

- b. to association's costs and other legal charges
- c. to late fees and interest
- d. to special assessments
- e. to annual assessments

2. The Association shall have the discretion to return any partial payment that directs the funds to be applied in a manner inconsistent with the Association's policy pertaining to partial payments set forth above, or in attempt to settle an account for less than the entire balance due.

D. Miscellaneous Provisions

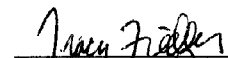

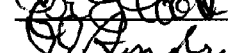
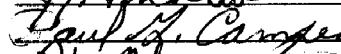
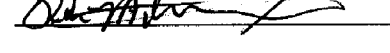

1. If a check or other instrument is tendered to the Association and the instrument is not honored by the financial institution, the Association may impose a fee, equal to the bank fee, as a returned check fee and /or pursue statutory remedies. The returned check fee shall be the personal obligation of the issuer of the check as well as a lien against the real property subject to the assessment obligation.

2. Generally alleging a failure of the Association to maintain the Common Elements or generally alleging a failure of the Association to comply with provisions of the Association's governing documents shall not constitute a defense or relief of the lawfully imposed assessments.

In the case of any conflict between the Articles of Incorporation, The Association Bylaws or the Declaration of Covenants, Conditions and Restrictions, and these listed "Policies and Procedures", such provision of the Articles of Incorporation, The Association Bylaws and the Declaration of Covenants, Conditions and Restrictions shall take precedence and supercede any provision of the "Policies and Procedures."

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provision shall remain in full effect.

Approved by the Board of Directors of the Unaweeep Heights Homeowners Association after a 30 day review by the membership.

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II. HANDLING OF CONFLICTS OF INTEREST INVOLVING BOARD MEMBERS

A. In the event any member of the Board or a committee thereof ("Interest Party"), the Interested Party's child, grandchild, spouse, sibling, parent, grandparent, company, partner, or business ("Related Parties") has/have a Financial Interest, as defined below, in a decision or other action for the Boards consideration, the Interest Party must declare the conflict. The declaration of conflict must be made prior to any Board discussion or action being taken. The Member of the Board, after declaring the conflict, may participate in the discussion, but that member may not vote on that issue.

B. A contract entered into, or action taken, in violation of this policy or Colorado Revised Statute 38-33.3310.5 shall be void and unenforceable. Further, the Association may seek restitution for damages resulting from the member, or members who failed to comply with this policy or Colorado Revised Statute 38-33.3-310.3, including all costs and attorney fees incurred in obtaining said restitution.

C. Definitions

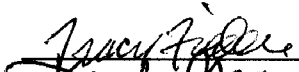
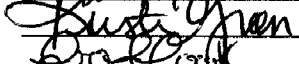
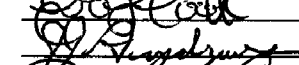
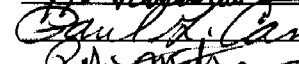
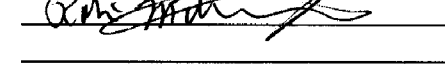
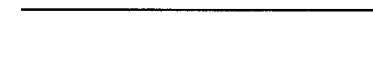
1. "Financial Interest" shall arise if the Interested Party or Related Parties have: a) an ownership or investment interest in any entity with which the Association has, or contemplates a transaction or agreement; b) a compensation arrangement; c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the association is negotiating a transaction or agreement.

2. "Compensation" shall include direct and indirect remuneration as well as gifts or favors even if insubstantial.

In the case of any conflict between the Articles of Incorporation, The Association Bylaws or the Declaration of Covenants, Conditions and Restrictions, and these listed "Policies and Procedures", such provision of the Articles of Incorporation, The Association Bylaws and the Declaration of Covenants, Conditions and Restrictions shall take precedence and supercede any provision of the "Policies and Procedures."

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III. CONDUCT OF MEETINGS

A. Meeting of the Members

1. Each meeting of the Members of the Association shall be called in accordance with Article III of the By-Laws of the UnawEEP Heights Homeowners Association ("the By-Laws").

2. Pursuant to C.R.S. 38-33.3-308, notice of the meeting of the Members shall be delivered by U.S. Mail postage prepaid to each Member of the Association at their address of record. The notice shall be delivered no less than 15 days, nor more than 60 days prior to the date of the meeting, and shall state the date, time, and location of the meeting as well as the items of the agenda. Electronic mail notices may be sent to those Members who have notified the Association of their e-mail address.

3. All meetings of the Members shall proceed in accordance with Article III of the By-Laws.

4. Pursuant to C.R.S. 38-33.3-310, voting for appointment to the Board shall be taken by secret ballot if a position has more than one candidate per position. Ballots shall be counted by a committee of neutral third parties composed of Members who are not candidates. The result of a vote by secret ballot shall be reported without reference to names, addresses, or other identifying information respective to the parties casting the secret ballots.

5. In the event a quorum is not present for a meeting of the Members, an officer may adjourn the meeting to be reconvened at a later time and/or date.

B. Board Meetings

1. A "Board Meeting" shall be defined as a planned meeting of all members of the Board that is intended to administer the affairs of the Association and is attended by a quorum of the Board.

2. Meetings of the Board of Directors shall be in accordance with Article VI, of the By-Laws and pursuant to 38-33.3-308(2) (a). Unless in Executive Session, all regular and special meetings of the Association's Board, or any committee thereof,

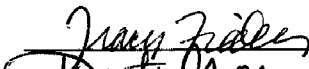
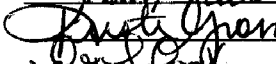
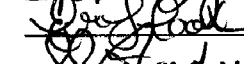
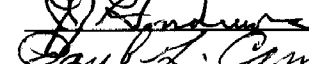
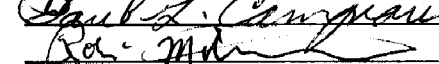
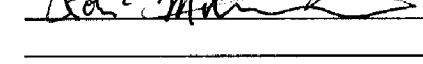
shall be open to attendance by all members of the Association or their representatives. Agendas for Meetings of the Board shall be made reasonably available for examination by all members of the association or their representatives. The Board shall allow a Lot Owner in attendance to speak regarding an item at an appropriate time before the Board takes formal action on any item under discussion.

3. Nothing in this policy and procedure is intended to preclude the Board from conducting such business as may come before it between Board Meetings. All such business and decisions of the Board shall be recorded and available to the membership.

In the case of any conflict between the Articles of Incorporation, The Association Bylaws or the Declaration of Covenants, Conditions and Restrictions, and these listed "Policies and Procedures", such provision of the Articles of Incorporation, The Association Bylaws and the Declaration of Covenants, Conditions and Restrictions shall take precedence and supercede any provision of the "Policies and Procedures."

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IV. ENFORCEMENT OF COVENANTS AND RULES

The following procedures shall apply to a violation of the Declaration of Covenants, Conditions and Restrictions (CCR’s), Bylaws, or other Rules and Regulations of the UnawEEP Heights Homeowners Association (“the governing documents”). However, this resolution shall not apply to payment and collection of assessments.

A. Informal resolution of an alleged violation initiated by a Member.

1. Any Member or Agent of the Association may directly request that a Member or resident cease or correct any act of omission which appears to be in violation of the governing documents of the Association. It is the preference of the Board that members of the Association attempt informal resolution prior to seeking formal resolution.
2. In the event the perceived violation appears to be a violation of Federal, State or local laws or regulations, the Board may request that the complainant contact the appropriate government entity to report the perceived violation.

B. Formal resolution of alleged violation initiated by the Board.

1. The Board of Directors may request that a Member or resident cease or correct any act of omission which appears to be in violation of the governing documents of the Association.
2. The Board will review the allegations and if it believes a violation of the Association’s governing documents has occurred, the accused individual will be notified in writing via the U.S. Mail “Delivery Confirmation” that a violation has occurred citing the nature, date, time and location of the violation. If the accused individual is a tenant, family member, guest, invitee, or agent of the Member, that Member will be notified by U.S. Mail at the Member’s address of record. The letter will request correction of the violation within 15 days (or a time specified by the Board) and will require a written response within 15 days to contest the violation.

3. Response

- a. If a written response from the Member is received by the Board of Directors via U.S. Mail within 15 days (of the date of delivery confirmation) and either adequate correction has been made or that Board determines from the response that there is no continuing violation, the matter shall be considered closed and no further action required. The Board will then notify all involved parties in writing that the matter is considered closed with no further action necessary.
- b. The accused Member may, within 15 days, request a hearing with the Board to dispute the violation. The hearing procedures are outlined in section IV. D., below.
- c. Failure to respond to such notification will be interpreted as an admission of the violation at which time the Board may levy a fine of up to \$50 against the Member for the violation. If the violation is not corrected within another 15 days, or reoccurs within 6 months, a fine of up to \$50 (see Schedule of Fines, Section IV. E.) will be levied monthly until the violation is corrected. For violations that are not resolved within 6 months, all monthly fines shall double. The same fines will be levied against the Member should the Member dispute the violation at a hearing before the Board, and the Board determine at that hearing that the violation occurred.

C. Formal resolution of an alleged violation initiated by Member.

1. A Member may initiate a formal resolution of any alleged violations by filing a written notice with the Board of Directors.
2. The written notice must clearly indicate the specific nature of the alleged violation, including the date, time and location of the alleged violation. At this time, the name of the Member making the complaint will not be released to persons other than the Board of Directors.
3. If within the discretion and opinion of the Board, the written notice does not allege facts necessary to constitute a violation of the governing documents of the Association, the complainant will be notified in writing as to why no action was taken. The complainant may request a reconsideration of the complaint.
4. The Board will review the allegations and if it believes a violation of the Association's governing documents has occurred, the accused individual will be notified in writing via the U.S. Mail "Delivery Confirmation" that a violation has occurred citing the nature, date, time and location of the violation. If the accused individual is a tenant, family member, guest, invitee, or agent of the Member, that Member will be notified by U.S. Mail at the Member's address of record. The letter will request correction of the violation within 15 days, or a time specified by the Board, and will require a written response within 15 days (of the date of delivery confirmation) to contest the violation.

5. Response

- a. If a written response from the Member is received by the Board of Directors via U.S. Mail within 15 days (of the date of delivery confirmation) and either adequate correction has been made or that Board determines from the response that there is no continuing violation, the matter shall be considered closed and no further action required. The Board will then notify all involved parties in writing that the matter is considered closed with no further action necessary.
- b. The accused Member may, within 15 days (of the date of delivery confirmation), request a hearing with the Board to dispute the violation. The hearing procedures are outlined in section IV., below.
- c. Failure to respond to such notification will be interpreted as an admission of the violation at which time the Board may levy a fine of up to \$50 against the Member for the violation. If the violation is not corrected within another 15 days, or reoccurs within 6 months, a fine of up to \$50 (see Schedule of Fines, Section IV. E.) will be levied monthly until the violation is corrected. For violations that are not resolved within 6 months, all monthly fines shall double. The same fines will be levied against the Member should the Member dispute the violation at a hearing before the Board, and the Board determine at that hearing that the violation occurred.

D. Hearing procedures

1. The Board of Directors, through its Chair, shall direct the proceedings at the hearing and the Board or a portion of the Board shall be designated the "Hearing Board" for this purpose or the Board may appoint a separate Hearing Board and Chair as needed.
2. The Chair shall poll all members of the Hearing Board requiring that any Member of the Hearing Board that cannot be impartial in the determination of the matter recuse themselves from the hearing.
3. The Hearing will be conducted informally under the control of the Chair of the Hearing Board.
4. The Complainant shall be given the opportunity to be heard and state the details and facts as they see them. The Accused shall be given an opportunity to be heard and state their case. Other persons having information bearing on the alleged violation shall be given an opportunity to be heard. The Complainant and the Accused, in that order, shall be given an opportunity to respond to prior testimony.
5. The Hearing Board shall have the opportunity to question any presenter.

6. At the close of the hearing the Hearing Board shall have 15 days to reconvene to discuss the issue and determine whether or not a violation has occurred and to notify the parties in writing via U.S. Mail of the Board's decision.

7. The Hearing Board shall vote on all determinations with a simple majority deciding the issue. The Chair of the Hearing Board shall not vote except as required to break a tie.

8. If the Hearing Board determines that a violation has occurred it shall also then:

a. Determine what corrective action shall be required including a time frame to complete the corrective action.

b. Determine an appropriate fine based on the Association's governing documents, policies and procedures, and precedents.

c. Determine the date(s) that the payment of the fine(s) is due.

9. Should the Member fail to pay the fine or fines consistent with the notification, the collection of the fine will be subject to the policies and procedures found within the governing documents.

10. The Hearing Board shall use reasonable discretion in levying fines in accordance with the severity and character of the violation and the published Schedule of Fines.

E. Schedule of Fines

1. Fines shall be levied for violations only after the due process as outlined in this document above.

2. Fines shall be levied as in the following:

a. A fine of \$50 per violation. The Board may choose to levy a lesser fine if the violation is considered minor.

b. If the violation is not corrected within 15 days, the fine shall be levied monthly until the violation is corrected.

c. For violations that are not corrected within 6 months, all monthly fines shall double.

d. If the same violation reoccurs within 6 months, a fine of \$50 will be levied monthly until the violation is corrected.

e. The owner may appeal the levying of the fine if the Lot Owner can show progress in resolving the violation and shall present that information to the Board.

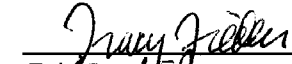


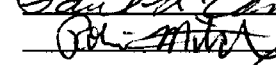
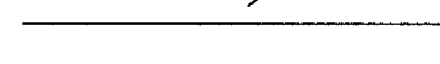

E. Miscellaneous provisions

1. Any and all money collected from such fines shall be deposited in the Association's general operating fund.
2. In the event that the violation is of a continuing nature or if the violation constitutes a threat to the health, safety, or welfare of the residents of the property within the community, the Association acting through the Board of Directors may at any time institute an action in a Court of competent jurisdiction.
3. In addition to the fines, the Association may seek reimbursement of its attorney fees and costs.

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V. INSPECTION AND COPYING OF ASSOCIATION RECORDS

The following policy shall apply to the inspection and copying of the Association's records. Most records will be available to homeowners on the HOA website maintained by the Management Company.

A. Types of Records

1. The Association's Statutory Records shall consist of:

- a. Financial records sufficiently detailed to enable the Association to establish the amount of unpaid assessments, late fees, interest, fines and other legal charges for each Lot or Tract subject to the Declaration:
- b. Minutes of meetings of the membership,
- c. Minutes of meeting of the Board and committees of the Board
- d. Records of all actions taken by the Members of the Board by written ballot or written consent in lieu of a meeting and
- e. Any waivers of notice of the Members, the Board or Committees of the Board
- f. Records of the names and address of each Member within the Association as well as each Member's voting power as established by the Declaration.

2. In addition to the Statutory Records, the Association shall maintain a copy of each of the following:

- a. Articles of Incorporation;
- b. Bylaws;
- c. Declaration of Covenants, Conditions, and Restrictions:
- d. Plat;

- e. Association owned or granted easements and other ownership rights such as water rights;
- f. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members of the Association;
- g. Minutes of all Member meetings, and records of all actions taken by the Members without a meeting for the past three years;
- h. All written communication within the past three years to the Members from the Board
- i. A list of names and home addresses of its current directors and officers; and
- j. A copy of its financial statements, tax returns, audits and review for periods ending during the last three years from the Property Management Company

C. Inspection Requests

A Member, or duly appointed representative, is entitled reasonable access to the Association records for inspection and copying for reasonable purposes. The Board requires the specific reason for the request to be submitted in writing if the information is not on the website.

D. Limitations on the use of the Associations Records

Without the consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person:

1. for any purpose unrelated to a homeowners interest;
2. to solicit money or property unless such money or property will be used solely to benefit the UnawEEP Heights community.
3. for any commercial purpose; or
4. to be sold or purchased by any person or entity outside the community.

E. Miscellaneous Provisions

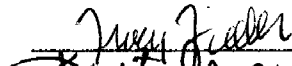
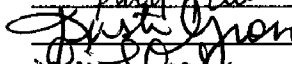
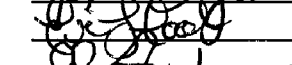
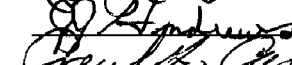
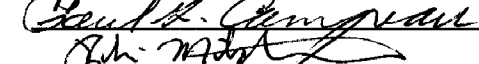
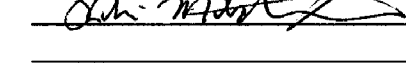
1. The Association may charge a reasonable fee to copy records.
2. Absent a court order from a Court of competent jurisdiction, the homeowner shall not be authorized to inspect or copy any confidential communication including but not Limited to: a) documents subject to the attorney/client privilege; b) documents subject to privilege imposed by Federal or state law, or by court order, and c)

documents that contain information that if disclosed would constitute an invasion of personal privacy (examples include, but are not Limited to social security numbers, employment information, personal bank account or personal financial information.)

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Approved by the Board of Directors of the Unawep Heights Homeowners Association after a 30 day review by the membership.

	_____	Date: <u>11/21/2011</u>
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**The UnawEEP Heights Homeowners Association
Policies and Procedures**

As required by C. R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the UnawEEP Heights Homeowners Association (“the Association”) pursuant to the Colorado Revised Statute (“C.R.S.”) 38-33.3-209.5.

VI. INVESTMENT OF RESERVE FUNDS

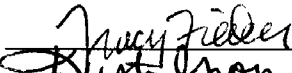
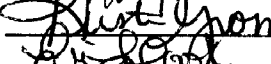
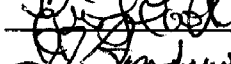
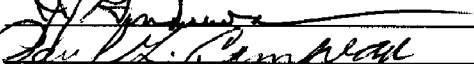
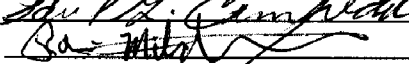
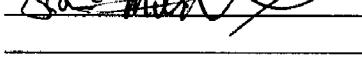
A. The Association, acting through the Board of Directors, shall exercise business judgment in the investment of funds designated as reserve funds.

B. The Board of Directors shall invest based on a reasonable investigation of the options available for investment of some or all the reserve funds. Emphasis will be placed on the preservation of principal.

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**The UnawEEP Heights Homeowners Association
Policies and Procedures**

As required by C. R. S. 38-33.3-209.5

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VII. PROCEDURES FOR ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES, AND RULES

The following procedures shall apply to the Association's policy, procedure and rule making authority:

- A. The Board in its sole discretion shall determine and adopt or modify policies, procedures, or rules it considers to be beneficial to the Association.

- B. The Board shall provide notice to the Members of the issue and the proposal(s) to address the issue by policy, procedure, or rule.

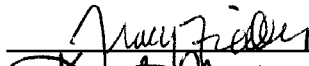
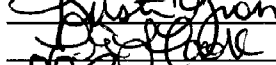
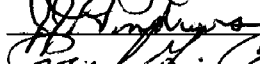
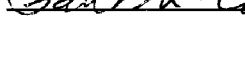

- C. The Board shall seek the comment of the Members prior to voting on adopting the policy, procedure, or rule.

- D. The policy, procedure, or rule shall become effective 30 days after the policy, procedure, or rule is adopted by the Board and published to the members of the Association.

In the case of any conflict between the Articles of Incorporation, The Association Bylaws or the Declaration of Covenants, Conditions and Restrictions, and these listed “Policies and Procedures”, such provision of the Articles of Incorporation, The Association Bylaws and the Declaration of Covenants, Conditions and Restrictions shall take precedence and supercede any provision of the “Policies and Procedures.”

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**The UnawEEP Heights Homeowners Association
Policies and Procedures**

As required by C. R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the UnawEEP Heights Homeowners Association ("the Association") pursuant to the Colorado Revised Statute ("C.R.S.") 38-33.3-209.5.

VIII. PROCEDURES FOR ADDRESSING DISPUTES ARISING BETWEEN THE ASSOCIATION AND LOT OWNERS

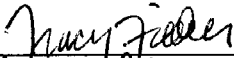
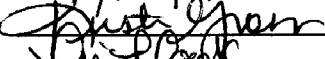
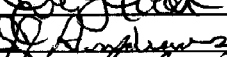
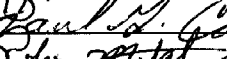
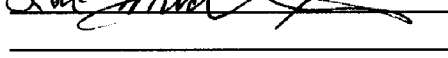

A. In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

B. Nothing in this Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

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The UnawEEP Heights Homeowners Association Policies and Procedures

As required by C. R. S. 38-33.3-209.5

The following Policies and Procedures were adopted by the Board of Directors of the UnawEEP Heights Homeowners Association (“the Association”) pursuant to the Colorado Revised Statute (“C.R.S.”) 38-33.3-209.5.

IX. CLARIFICATION OF ALLOWED USES AND RESTRICTIONS WITHIN COVENANTS, CONDITIONS AND RESTRICTIONS

The following clarifications and interpretations shall apply to Article IV. Exterior Maintenance., Article V. Allowed Uses., and Article VI. Architectural Control Committee. Section 2. Prior Approval. of the Declaration of Covenants, Conditions and Restrictions (CCR’s) of the UnawEEP Heights Homeowners Association and shall be used along with the CC&Rs’ when determining violations, actions, and assessing fines and penalties.

Article IV. Exterior Maintenance.

“Section 1. General. Except as otherwise provided herein, the maintenance and repair of each Lot, including but not limited to landscaping, the interior and exterior of the structure and improvements constructed thereon, and any fence on the boundary line of the Lot shall be the responsibility of the Owner(s) thereof.”

A. HOA Board clarification: Lot Owners are responsible for the repair and maintenance of fencing, the primary structure and accessory building along with the landscaping. Owners must maintain adequate irrigation, weed control and care to established lawns and plants to reasonably ensure their survival. Failure to do so may incur fines and penalties. Alterations to fencing, structures, and landscaping requires the prior approval of the ACCO unless otherwise excepted in the CC&R’s, By-laws or Policies and Procedures..

Article V. Allowed Uses.

“Section 1. General. All of said lots shall be used for residential purposes. Parking along the public roads right-of-way shall not be allowed.”

A. HOA Board clarification: Temporary parking along the public roads right-of-way, not to exceed 72 hours, is allowed for homeowners and guests. Vehicles exceeding 1.5 ton are not allowed to park overnight on UnawEEP Heights streets. These and other parking restrictions shall be in conformance with Grand Junction City ordinances and regulations. As required, parking violations shall be reported to the Grand Junction police for enforcement.

“Section 4. Temporary Structures. No structure of a temporary nature, such as a tent, garage, trailer house, barn or other outbuilding or basement shall be used on any lot at any time as a residence, either temporarily or permanently. All structures shall be of new construction built on-site. No mobile, modular or manufactured housing shall be allowed.”

B. HOA Board clarification: Plans for all buildings must be submitted to the ACCO for approval prior to construction. Owners who do not receive ACCO approval for outbuildings or structures may be required to alter or remove the building or structure at the owner’s expense and may also be subject to fines.

“Section 6. Trash. No lot shall be used or maintained as a dumping ground for rubbish or storage area for junk. Trash, garbage or other waste must be kept in a clean and sanitary containers. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may constitute a health hazard.”

“Section 8. Screening. All clotheslines, implements, recreational vehicles, motor homes, boats, equipment, service yards, wood piles, storage piles or similar storage items shall be kept screened by adequate vegetation or fencing to conceal them from public and adjoining property or shall be stored wholly within the enclosed garage or accessory building located on the Lot. All screening plans shall be submitted to the ACCO for approval prior to construction.”

C. HOA Board clarification: Garbage cans, recyclable containers and other refuse storage containers are defined within Section 6. and Section 8. and therefore must be kept either in the garage or behind gates, fences or adequate vegetation except for the evening before or the day of garbage/refuse/ recyclable collection. Failure to do so is subject to fines.

Motor homes, recreational vehicles, boats, ATV’s and other similar vehicles may be parked on the driveway or on the street for a period not to exceed 72 hours for the purpose of preparing, loading or unloading. Otherwise these need to be parked behind fences or other suitable screening or within garages as outlined in Section 8.

“Section 14. Lighting. All exterior lights and light standards shall be subject to approval by the ACCO for harmonious development and prevention of lighting nuisance.”

D. HOA Board clarification: Low intensity lighting such as patio lights are allowed without prior ACCO approval. Likewise, seasonal, holiday and other temporary special event lighting is allowed without ACCO approval. Homeowners are permitted to petition the Board should any temporary or permanent lighting be deemed a “lighting nuisance” under this section.

High intensity lighting such as flood lights, security lights, spot lights, and similar lights are subject to ACCO approval.

“Section 19. Fencing. No fence of any kind shall be taller than six (6) feet and shall be subject to prior approval of the ACCO. Welded wire and open wire rectangular fencing shall not be permitted. Each lot owner shall be responsible for the maintenance of fencing located on his lot, and each lot owner shall construct a privacy fence on the lot boundary facing the perimeter of the subdivision within one (1) year of the date of purchase of the lot. All fencing requires a fence permit from the City of Grand Junction.”

E. HOA Board clarification: The “boundary facing the perimeter of the subdivision” is interpreted to include the side or back border of each lot that aligns the common areas or right of way along Unawep Avenue as well as those properties that form the interface of Unawep Heights with adjacent neighborhoods, developments, and commercial, public or agricultural land.

“Section 22. Plants. No owner shall permit anything or condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.”

F. HOA Board clarification: Flowers, shrubs, trees and other vegetation that naturally attract common pollinating insects such as bees are not considered plants which “induce, breed or harbor noxious insects” under this restriction.

Article VI. Architectural Control Committee. Section 2. Prior Approval. There is a statement “nor may any vegetation be altered or destroyed.”

G. HOA Board clarification: This statement (Article VI. Section 2.) is viewed as unusually restrictive and the HOA Board does not interpret this to mean that normal activity involved in the maintenance of plants, trees, shrubs and other vegetation including pruning, mowing, trimming, replacement of dead or diseased plants and the planting and replacement of annual and perennial flowers requires prior ACCO approval. These activities are therefore not restricted by this section.

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Approved by the Board of Directors of the Unawcep Heights Homeowners Association after a 30 day review by the membership.

<u>Judy Fielder</u>	Date: <u>11/21/2011</u>
<u>Kurt Johnson</u>	Date: <u>11/21/2011</u>
<u>Bob Laub</u>	Date: <u>11/21/2011</u>
<u>Tom Anderson</u>	Date: <u>11/21/2011</u>
<u>Paul Campbell</u>	Date: <u>11/21/2011</u>
<u>Bob Miller</u>	Date: <u>11/21/2011</u>
_____	Date: <u>11/21/2011</u>