

Andover Glen Homeowners Association Policies and Procedures

Terms:

AGHA=Andover Glen Homeowners Association

AGHA Board=The Board

AGHA website: www.andoverglen.org

ACC=Architectural Change Committee

ACR=Architectural Change Request

CCIOA=Colorado Common Interest Ownership Act

SB100=Senate Bill 05-100, Concerning Increased Protection for Homeowners

Electronic and digital communication= Includes but not limited to: email, phone calls, video conferencing, instant messaging like SMS and web chats, blogs, podcasts, and videos .

A. General – The AGHA intends to fulfill all requirements of SB100, as amended by SB89 (Senate Bill 06-89, Concerning Common Interest Communities).

B. Architectural Change Requests

1. General Guidelines

- a. All changes must conform to the AGHA Covenants.
- b. All architectural changes must comply with all applicable City of Aurora Codes.
- c. Approval by the ACC or the AGHA Board of a request does not in any way imply compliance to City of Aurora Codes.
- d. As required by HB21-1229:

AGHA shall allow the installation of renewable energy generation devices (e.g., solar panels) subject to reasonable aesthetic guidelines by requiring approval or denial of a completed application within 60 days and requiring approval if imposition of the aesthetic guidelines would result in more than a 10% reduction in efficiency or a 10% increase in price.

AGHA may regulate but not prohibit in the backyard area of a lot nonvegetative turf grass (also known as artificial turf) among the types of drought-tolerant landscaping materials.

2. An ACC shall be formed consisting of five AGHA homeowners whose dues are current. Only one individual from any household may be on the committee. The ACC shall be chaired by the Board member responsible for architectural control activities.
3. The ACC chairman is the designated recipient of ACR forms. Request forms are available on the AGHA website or from the ACC chairman. ACR forms shall include the name and address of the requesting homeowner, as well as a complete, detailed description of the project, including drawings

and samples of materials as appropriate. The forms shall also include the anticipated start and completion date of the project.

a. Under no circumstances can work be started before written approval is received. If work is started prior to approval, the homeowner shall be considered to be in noncompliance with the Andover Glen Covenants, initiating the Covenant Noncompliance Process.

b. Requests must be submitted according to the following timetable:

(1) Minor landscaping changes:

Fifteen days prior to start date for minor changes such as painting, roofing, minor landscaping, siding, windows, rear decks and patios, and concrete edging.

(2) Major landscaping changes:

Forty-five days prior to start date for major changes in landscaping, exterior additions, and large concrete projects such as sidewalks, driveways and front patios.

c. If these submission deadlines are not met, neither the ACC nor the AGHA Board can guarantee that a request be properly considered to meet the anticipated start date.

d. Under no circumstances can a project begin without ACC approval.

4. The Secretary shall record and maintain a file of the ACR forms.

5. In the case of minor change requests, a majority of the ACC must approve each minor request. Minor change requests shall be responded to in writing or by email within seven days of submission to the ACC chairman.

6. In the case of major change requests, the ACC shall consult with the entire AGHA Board, shall notify adjacent property owners, and may consult experts if necessary to render a fair decision. A simple majority (51%) of the Board shall be required to approve a major change request. The Board shall respond in writing or by email to a major change request within twenty-one days of submission to the ACC chairman. The results of the Board's decision shall become part of the minutes of the concurrent or next regularly scheduled Board meeting or if a special Board meeting was held to consider the request.

7. If a request is denied by the ACC or the Board, the homeowner may submit an amended ACR, and the ACC shall respond in writing or by email to the amended request within twenty-one days of submission.

8. If an amended request is denied, the homeowner may appeal the decision to the AGHA Board. A notification of appeal must be made in writing or by email to the Board Secretary within ten days of receipt of denial. The Board shall hold a hearing within fifteen days of receipt of the Notification of Appeal. A written or emailed Notice of Hearing shall be given to all parties ten days prior to the hearing. The appealing homeowner is required to attend the hearing.

9. The Board President shall conduct the hearing beginning with a reading of the original or amended ACR and a summation of why the change was denied. The appealing homeowner shall then be offered the chance to state why the proposed change should be allowed. The homeowner may call upon the testimony of experts or other AGHA homeowners as desired. The Board shall render a decision in writing or by email within ten days based on all relevant testimony and compliance with the AGHA Covenants.

C. Review of AGHA's financial records

1. AGHA's accounting records shall be kept on a cash basis.
2. AGHA's accounting records shall be kept using generally accepted accounting principles (GAAP)
3. A review shall be conducted at least once every two years, or if requested by one-third of homeowners as required by CCIOA-Colo. Rev. Stat. § 38-33.3-303. The review shall be performed by an individual who has a basic understanding of accounting due to prior business experience, education above the high school level, or bona fide home study.
4. An AGHA homeowner may not perform the review or audit.
5. Results of the review shall be provided to homeowners within thirty days of completion.

D. Collection of Assessments Policy

1. Any assessment not fully paid within thirty days after the due date of July 1 shall be considered past due and shall be assessed a late fee at the rate of twelve percent per annum, per the AGHA By-laws.
2. Installment payments shall not be arranged.
3. Collection notification process:
 - a. A Notice of the Annual Assessments shall be provided to homeowners by July 1, thirty days prior to the due date of August 1.
 - b. A Late Assessment Letter, indicating that interest is accruing on the unpaid dues balance as of July 1, shall be sent to homeowners on or after July 31 for dues not paid in full.
 - c. A Lien Warning Letter, indicating that a lien shall be filed on their unpaid assessment on October 1, shall be sent to homeowners on or after August 30 for dues not paid in full.
 - d. A Lien Filing Letter indicating that a lien has been filed on their property along with a copy of the lien shall be sent to homeowners on or after October 1 for assessments not paid in full. The lien shall specify the amount due to be the amount of the unpaid assessment balance plus late fee accrued from August 1 until the lien pay off date, plus lien filing costs. Lien filing information by property address shall be reported in the Minutes of the next regular AGHA Board Meeting.
 - e. Any payments made on past due assessments (before or after a lien filing) shall be used first to satisfy any accrued penalties, then any costs of collection, then any lien filing/removal costs, then finally the unpaid balance of the dues.

E. Investment of Reserve Funds Policy

1. The AGHA Board shall maintain reserves in an amount equal to or greater than the current fiscal year assessment budget amount.
2. Reserve funds shall be invested in conservative, FDIC or NCUA insured, short-term investment vehicles providing reasonable return, acceptable risk, and acceptable liquidity, to be determined by the Board prior to any investment being made.

F. AGHA Board Expense Payment and Reimbursement Policy

1. Board members shall not receive compensation for any services rendered to the AGHA, per the AGHA Bylaws.
2. Board members may be reimbursed for actual expenses incurred in the performance of their duties, per the AGHA Bylaws. Board members seeking reimbursement for expenses shall prepare and sign a Request for Payment Form with receipts attached.

G. Payment of Bills, Invoices and Requests for Payment

1. Policy:

- a. Payments shall be made with an invoice or a request for payment form.
- b. Payments shall not be made by email request.
- c. Three board members shall be signatures on all AGHA financial accounts.
- d. Two signatures are required to sign all checks.

2. Procedure:

- a. The person receiving the invoice or the person who has knowledge of the transaction shall review the invoice and sign it with the words "okay to pay."
- b. A request for payment shall be completed and the invoice and/or receipts shall be attached to it. If there is a question regarding the invoice or request for payment, verify by calling, not emailing, the person requesting payment.
- c. Signators shall ensure the invoice is signed and the amount on the invoice and the request form are the same.
- d. Signators shall verify that the transaction relates to an approved AGHA expenditure.
- e. All financial transaction documentation shall be retained permanently.
- f. All financial transaction information shall be entered into the accounting system.

3. The outgoing AGHA treasurer shall provide training for the incoming treasurer and be available during a transition period.

H. Posting of Financial Documents:

1. On AGHA website:

- a. Approved budgets: July1-June 30
- b. P&L Statement: Final, July1-June 30

2. Monthly notification sent to homeowners with the board meeting agenda:

- a. Previous month's P&L statement

I. Handling of AGHA Board Member conflicts of interest

1. Board members must disclose that they have a conflict of interest in any action or contract that would financially benefit them or any relative (parent, grandparent, spouse, child, or sibling) before any action is taken on the matter.

2. Board members with conflicts of interest are prohibited from voting on that matter, but may participate in discussion.

J. Enforcement of covenants and rules, including notice and hearing procedures and the schedule of fines

1. Problem identification: All Referrals of Noncompliance are to be communicated to the Board through a written or digital standard form stating which covenant is at issue, which property is involved, date and time of the issue as needed, referrer's name, address, phone number, and signature. The form should be provided to the Board Secretary. Referral of Noncompliance forms shall be provided on the website or from the Secretary. Within seventy-two hours of receiving a Referral of Noncompliance, the Secretary shall forward the Referral of Noncompliance to the Board.

2. Problem handling: Upon receipt of a Referral of Noncompliance from a homeowner, a minimum of three Board members shall investigate the referral within seven days of submission. The Referrer shall be notified in writing or by email, by the Board, within ten days of submission whether the referral is valid or not. If the Referral is found to be valid, the following Covenant Noncompliance Process shall begin.

- a. Step 1: Warning of First Violation Letter shall be immediately provided to the homeowner by a mail tracking service. The noncomplying homeowner shall have five days from the date of the letter to come into compliance, or to provide a written plan of action for compliance.

- b. Step 2: If the noncomplying homeowner does not meet the requirements of Step 1, this shall be considered a second violation.

- c. Step 3: A Warning of Second Violation Letter shall be sent by a mail tracking service to the noncomplying homeowner, providing notice and an opportunity for a hearing, explaining a fine may be imposed. The letter shall further state that the noncomplying homeowner is entitled to a hearing on the merits of the matter, provided that such hearing is requested in writing or by email within ten days of the receipt of the letter.

- d. Step 4: Notice of Hearing

If a hearing is requested by the noncomplying homeowner, the Board shall hold a hearing within fifteen days of receiving that request. A Notice of Hearing letter shall be sent to all parties involved, by a mail tracking service, at least ten days prior to the hearing date.

- e. Step 5: Hearing

The hearing shall be open to all homeowners. Neither the original referrer nor the noncomplying homeowner must attend the hearing. A quorum of the Board shall be present to hold a hearing. At the beginning of the hearing, the Board President shall summarize the Board's decision on the noncompliance issue with relevant supporting evidence, testimony, and witnesses.

The noncomplying homeowner may make an opening statement and present evidence, testimony, and witnesses. Each party shall have equal opportunities for rebuttal and closing statements. The Board shall then discuss the issue, vote, and render a decision and may impose a fine or other legal remedies. A majority of Board members present must vote in favor of any action to be taken. The decision shall be sent by a mail tracking service to the noncomplying homeowner within three days.

The Fine Schedule is as follows:

First violation = Warning Letter

Second violation = \$50

Third violation of same covenant = \$100.

All fines are due within thirty days of the date of the letter. The fines are subject to the AGHA collection and lien process.

f. Step 6: Failure to Request Hearing

If a hearing is not requested within ten days of the second letter, the Board shall make a decision on the violation at the next regularly scheduled Board Meeting. The Board shall render a decision and impose a fine if applicable. The decision shall be sent by a mail tracking service to the noncomplying homeowner within three days.

g. Step 7: Reconsideration

The Board may order reconsideration within thirty days of its written decision, at the request of any homeowner. At its sole discretion, the Board may waive all or any portion of fines if appropriate. The Board may condition waiver or reduction of fines upon the noncomplying homeowner coming into compliance with the covenants.

h. Step 8: Legal Remedies

After exhausting all other reasonable means, including the threat of or the actual imposition of fines to bring a homeowner into compliance with the covenants of the AGHA, the Board, acting under its fiduciary responsibilities to all members of AGHA, reserves the right to use any and all legal means provided for under the laws and statutes of the State of Colorado to bring any such homeowner into compliance with the covenants of the AGHA.

As allowed by the judicial process all legal and other expenses born by the AGHA to bring a noncompliant homeowner into compliance with the covenants of the AGHA shall be paid for by the noncompliant homeowner. If not paid directly to the AGHA, expenses may be paid for in the form of a lien placed on the noncompliant property and subject to the lien process which may include incurred fines.

3. Covenant enforcement policy regarding parking of boats, trailers, RV's:

a. The Board recognizes that homeowners may need to park such vehicles temporarily for setup, cleaning, repair, etc. However, such vehicles shall be considered in violation of covenants (Article VIII) if they are parked continuously on the site longer than seventy-two hours.

b. Each homeowner is limited to a maximum six days total per any calendar month and twelve days total per calendar year considered collectively for the temporary parking of boats, trailers, or RVs. Exceeding these maximums shall be considered a violation of AGHA Covenants.

4. A homeowner may ask for a time limit variance from the board due to extenuating circumstances.

5. Covenant enforcement policy regarding covenant items covered by Aurora City Code: The Board recommends that homeowners first contact the City of Aurora directly regarding such violations before submitting a Referral of Noncompliance.

6. Covenant enforcement policy regarding Article II, Use of Land: The Americans with Disabilities Act requires that group homes shall be allowed to operate within AGHA.
7. Covenant interpretations – Signs
 - a. No signs of any type shall be allowed on AGHA property and the Parker Road Right-of-Way, except those relating to AGHA activities and Open House signs while in progress. All other signs shall be removed and discarded without notice.
 - b. Political signs. As required by SB100, political signs shall be allowed. The Board recommends that the guidelines of SB100 be followed by homeowners: one sign per office or ballot issue, put up no more than forty-five days before election, and take down within seven days after the election. City of Aurora ordinances must also be followed.
 - c. As required by HB21-1310: AGHA shall allow displays of the American flag, service flags such as the "blue star" and "gold star" flags, and political signs, subject to specific statutory criteria. AGHA shall permit the display of any noncommercial flag or sign at any time, subject only to reasonable, content-neutral limitations such as the number, size, or placement of the flags or signs.
 - d. Notices indicating the presence of a security system and entry notices requesting "No Solicitors" are not considered to be signs.
 - e. Contractor signs. One contractor yard sign no larger than six square feet (2' x 3') shall be allowed only for the duration of the project. It serves to inform neighbors as well as police officers that strangers are authorized to be on your property.
 - f. Realtor signs. One realtor yard sign, no larger than six square feet (2' x 3'), advertising the sale of the property is allowed. Open House signs shall be allowed only for the day of the open house.
8. Covenant interpretations – Vehicles
 - a. Commercial vehicles are defined as those with a Gross Vehicle Weight of greater than 10,000 pounds, and are not allowed by the covenants.
 - b. Emergency vehicles less than 10,000 pounds are not considered commercial vehicles, and therefore may be parked in driveways or streets if required by a homeowner's employer, per SB100. Emergency vehicles include police cars and ambulances.
 - c. No motor vehicles of any kind are allowed in the park, except as necessary for AGHA purposes.
9. Covenant Change Procedures
 - a. Any homeowner wishing to pursue a change to the AGHA Declaration and Agreement Establishing Protective Covenants shall first contact the Board President to request that a presentation from him/her be added to the agenda for the next regularly scheduled Board Meeting.
 - b. A Survey of Interest, found on the AGHA website, shall be completed by the party bringing the issue before the Board and brought to a regularly scheduled board meeting.
 - c. The Survey of Interest must reference the current portion of the Declaration of Covenants to which the change is being sought and also show the approximate wording of the proposed change. A paragraph shall be included in the Survey of Interest stating the reasoning behind the requested change.

- d. The Survey of Interest shall be signed by the Board President and Secretary before it is circulated as a way of indicating to the homeowners that the Board is aware of the proposed change. Their signatures are not an endorsement of the proposed change.
 - e. The Survey of Interest shall then be circulated among the homeowners for signatures. Twenty-five homeowners (one signature per address) must sign the Survey of Interest before it is returned to the Board for further action.
 - f. Upon return of the signed Survey of Interest to the Board, the Board shall engage the services of the AGHA attorney to write a formal Amendment Change in the proper legal format.
 - g. The formal Amendment Change document shall then be presented to all AGHA homeowners for signature either in person by the person(s) proposing the change or by mail from the Secretary. Per the Declaration of Covenants and SB100, 67% of the homeowners must approve the Amendment Change in order for it to be filed with the Arapahoe County Clerk and Recorder and become effective. Upon receipt of sixty-seven homeowner signatures the Amendment Change document shall be filed with Arapahoe County by the Secretary.
 - h. The homeowner signature copies shall be retained by the Secretary.
10. Responsibility for following the AGHA covenants applies to homeowners, tenants and other occupants of a dwelling.

K. Retention of Association Records Policy

- 1. Permanent Retention: Minutes of all Board and Homeowner Meetings shall be retained. All actions taken by the Board or homeowners by written ballot, instead of holding a meeting shall be included in the minutes of the succeeding board meeting. These minutes shall be stored by the secretary at his or her home in paper or digital files.
- 2. Minutes of all Board and Homeowner Meetings shall be posted on the AGHA website for a minimum of three years.
- 3. The Articles of Incorporation, the Declaration of Protective Covenants, and Bylaws shall be posted on the AGHA website.
- 4. All written communications by the AGHA Board of Directors to homeowners shall be maintained by the Board Secretary at his or her home for a minimum of three years.
- 5. All financial audits or reviews conducted in the last three years shall be maintained by the Secretary at his or her home.
- 6. A record of all homeowners names, addresses, and contact numbers (if provided) shall be maintained by a Board member. A Directory of Homeowners shall be provided to each homeowner annually.
- 7. Association records including membership lists, shall not be used by any owner for any purpose unrelated to an owners interest as an owner; shall not be used for soliciting money or property; shall not be used for any commercial purpose; shall not be used for the purpose of giving, selling or distributing to any person; and shall not be used for any improper purpose as determined in the sole discretion of the Board.

L. Inspection and copying of AGHA records by homeowners

1. Access to the records in the preceding section shall be provided to homeowners within five days of submitting a Request for Record Inspection or Copying Form to the Board Secretary. The form can be downloaded from the AGHA website. The form shall include the documents requested and the purpose of such request.
2. Copies of such records shall be provided at cost to the requestor.

M. Board Meetings

1. Notice of future meetings shall be provided to all homeowners by newsletter, in the Minutes of Meetings posted to the website or by email.
2. Board Meetings may be conducted by video conferencing. Homeowners shall be notified by email if a meeting is to be conducted by video conferencing.
3. Homeowners are encouraged to attend board meetings and are permitted to speak before the Board takes action on any matter. Homeowners are limited to a ten minute presentation.

N. Homeowner meetings

1. Notice of AGHA Annual Homeowners' Meetings shall be physically posted via a white board sign at the two Andover Glen main entrances, as required by SB100. Notice shall be posted at least two days before the meeting.
2. Notice of AGHA Homeowner Meetings shall be sent by e-mail, if requested in writing by an owner who gives the AGHA an e-mail address, as required by SB100.
3. Notice of AGHA Homeowner Meetings shall be provided to all homeowners by written article in the newsletter, at least fifteen days prior to the meeting, as required by the Bylaws.
4. Homeowner meetings may be conducted by video conferencing. Should a homeowners' meeting be conducted by video conferencing, voting ballots associated with that meeting shall be mailed or hand delivered and shall be counted toward the quorum. The ballots shall be counted by non-candidate homeowners selected by the president.
5. Voting methods for all AGHA meetings include: in person, mail in or drop off.
6. Proxies: The Board shall solicit proxies in order to insure a quorum of twenty homeowners as required by the Bylaws. Proxies shall be utilized only for in person meetings. These proxies shall include options to vote with the President or with the majority.
7. Proxies are not necessary for meetings held by video conferencing.
8. Secret ballots shall be required for elections of AGHA Board of Directors. Other votes shall be by secret ballot if requested by one or more homeowners.
9. Ballots shall be counted by non-candidate homeowners selected at the in person meetings.
10. Homeowners are encouraged to attend annual and other homeowner meetings. Homeowners are limited to a ten minute presentation.

O. Annual Disclosure Policy

1. The disclosure shall be available to all homeowners by posting the information to the AGHA website.
2. The disclosure on the website shall include: the association's name, the name of any designated agent or management company, their physical address and telephone number, initial date of the recording of the declaration; and declaration's reception number or book and page where located.
3. The disclosure on the website shall also include the following information required to be available within ninety days after the end of the fiscal year, June 30:
 - a. The AGHA operating budget for the current fiscal year.
 - b. A list of the AGHA's current regular and special assessments.
 - c. The AGHA's annual financial statements, including any money held in reserve for the preceding year.
 - d. The results of any financial audit or review.
 - e. The AGHA's governing documents (Bylaws, Articles of Incorporation, and Declaration of Protective Covenants).
 - f. Minutes of Board and Homeowner's Meetings for the fiscal year immediately preceding the disclosure.
 - g. The AGHA's responsible governance policies adopted under SB100.
 - h. A list of all AGHA insurance policies with insurance company names, policy limits, policy deductibles, additional named insured and expiration dates.

P. Policy for Seller Requests for Information as required to be provided to the buyer

1. The AGHA shall use its best efforts to assist the seller in obtaining information by providing information on the AGHA website, and/or dealing with other requests as received. Copies of records shall be provided at cost to the seller or buyer.
2. As required by HB21-1229: AGHA shall provide to a homeowner upon request a list of the AGHA current fees chargeable upon sale of a home in the community.

Q. Homeowner Education

1. At least once a year, the AGHA shall provide education to homeowners which relates to the general operations of the AGHA and the rights and responsibilities of homeowners, the AGHA, and its Board members.
2. This education may be provided as articles in the newsletter or postings to the website.

R. Board Member Education

1. Board members must take educational classes as required by the State of Colorado. They are encouraged to take additional classes offered by the City of Aurora or classes offered by other educational institutions.

2. The Board may reimburse board members for expenses incurred in attending educational classes and seminars, where the subject matter is specific to Colorado and makes reference to applicable sections of CCIOA.
3. Approval of the Board shall be obtained in advance of the training if expenses will be incurred and reimbursement will be necessary.
4. Board members shall provide proof of attendance and an agenda of the program to obtain reimbursement.

S. Homeowner insurance claims

1. Any homeowner wishing to file a claim against one of AGHA's insurance policies as if they were a named insured should contact the President for assistance.
2. Any homeowner has the right to file a claim as a named insured if the following conditions are met:
 - a. The homeowner must provide written notice to the Board regarding the subject matter of the claim.
 - b. The Board has fifteen days to respond in writing or by email.
 - c. If requested, the homeowner must allow the Board reasonable opportunity to inspect damages.
 - d. The subject matter of the claim must be within the association's insurance responsibilities.

T. Legal cost allocation

1. In the event that a homeowner prevails in a legal action against the AGHA, that owner shall not be charged for any of the related costs. If necessary, a refund of 1/99 (the homeowners interest in the AGHA) of the cost shall be made to the homeowner.

U. Alternative dispute resolution policy

1. Where reasonable, the AGHA shall try to resolve disputes through mediation or arbitration rather than lawsuits. A homeowner is invited and encouraged to meet with the Board of Directors to resolve a dispute informally and without the need for litigation. If the homeowner requests to meet with the Board, the Board shall make a reasonable effort to comply with the homeowner's request. 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 AGHA nor the homeowner waives any right to pursue whatever legal or other remedial actions available to either party.

V. Adoption and amendment of policies, procedures, and rules

1. The Board shall provide at least fifteen days notice of intent to adopt or amend policies, procedures, and rules at a Board Meeting by a posting in the newsletter and in the Minutes of Meetings posted to the website.

2. The Board shall provide at least fifteen days notice of intent to amend the Bylaws at a Board Meeting by a posting in the newsletter and in the Minutes of Meetings posted to the website.

Approved, March 2006

Revised, March 2007

Revised, January 2022