

WILLOWBROOK ARCHITECTURAL CONTROLS

This section of the Willowbrook Association Handbook contains important information which applies to the construction, modification and landscaping of homes in the Willowbrook Subdivision.

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PART 1. - ZONING AND PROTECTIVE COVENANTS

The Willowbrook Subdivision was created out of ranchland, by a plat approved in 1962. At that time, the process now in use, which requires an "Official Development Plan" for new property developments did not exist. Willowbrook is still zoned as agricultural property, designated as A-2 zoning. (A few lots which were created later, out of a large tract within Willowbrook, are designated R-2 residential lots.) Our closed road system, with its single entrance and exit is one of the benefits Willowbrook acquired from its early platting.

The WILLOWBROOK PROTECTIVE COVENANTS, which are part of the contract for every purchaser of a lot in the subdivision, represent the legal agreement between all property owners to impose restrictions on the appearance and use of property in the subdivision beyond those that are imposed by the county zoning. It is the covenant restrictions that have enabled Willowbrook to retain its characteristics over the years as lots were sold and homes were built. It is also the covenants that have provided the main protection against the "hooking-on" of large and small properties adjacent to Willowbrook. Had we not had this protection, our roads would have several exits and we would be experiencing the large amount of traffic which would be generated by the adjacent communities. For example, the number of additional daily automobile trips on Willowbrook roads which would have resulted from a connection from the Ken Caryl North Ranch (viewed as an important need by the original Ken Caryl developer), was estimated at about 7000.

The county does not enforce the requirements of community protective covenants. As a result, all of the owners of the property have the dual obligations of abiding by the covenants and also enforcing them. The parts of the covenants which require the most effort to enforce are those which deal with improvements of lots by building new homes, modifying existing homes and altering the appearance of the property by landscaping, painting the homes different colors than the original, installing fences or satellite antennas. The fact that Willowbrook is still the same sort of community it set out to be, some thirty-five years ago, is evidence of the effectiveness of the covenants and their application by the owners and by the association.

The architectural control process in Willowbrook requires a relatively simple and straightforward procedure, but the issues sometimes get emotional and the benefits are not always obvious. As a result, many questions arise. This introduction to the Architectural Control section of the Willowbrook Association Handbook is provided to answer questions and provide guidance to all interested parties.

Most of the work done by the ACC is effectively "behind-the-scene", and known only to the owner or builder interested in getting his or her plans approved. The majority of ACC decisions are quickly accepted by the owners. Many owners have acknowledged that the changes in design required by the ACC have improved their plans, and even helped them avoid problems, such as erosion or ground water. Even so, the items which, by open resistance or visible construction, become known more broadly are usually the only evidence many people see of the ACC at work. This leads to a less than objective evaluation of the performance of the ACC process and to a misunderstanding of its great value to a community such as Willowbrook. As people continue to buy and build in Willowbrook, they repeatedly remark about the quality of the homes and the overall environment. Despite its imperfections, the ACC is primarily responsible for the excellent appearance of Willowbrook.

Smooth operation of the ACC process is sometimes impeded by erroneous assumptions by property owners. It is an unfortunate fact that many subdivisions have protective covenants on the record, but have never organized to enforce them. This has led an occasional real estate agent, builder or lawyer to tell new property buyers that they may ignore the covenants without any concern. An attractive lot and an attractive but incompatible building plan may appear desirable to the owner, but will probably not be approvable within the requirements of our covenants. This circumstance may set up an unsuspecting owner to find that his dream home can't be built in Willowbrook, at least in the way

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he had perceived it. Clearly, tact is called for on the part of both the ACC and the owner, but that isn't always easy. To say that every volunteer who has served on the ACC has been driven to a point of irritation by at least one owner who wants to do what he wants, despite the covenants, is not an overstatement.

In its thirty-five years of operation, the ACC has had to file lawsuits only five times. This is a strong testimonial to the fact that most new owners want to be cooperative and live with the requirements. It is also worth observing that no ACC lawsuit has ever been lost.

The use of legal process for covenant enforcement is dictated by its contractual nature. The only penalties for non-compliance must be of a civil, contractual nature, such as: Remove unapproved improvements and restore the ground; Modify to an approved design; Pay for the additional effort the ACC and association had to expend to get compliance.

The question arises about the effectiveness of the ACC process. The visible evidence of past mistakes or failures to gain compliance sometimes leads home owners to believe that the effectiveness is not there. This is simply not the case. There are literally scores of cases in which the ACC has required changes to plans, stopped non-compliant work in progress, caused work already done to be redone, and disapproved plans which were not in compliance. Except for those individuals directly involved, this effort generally goes unnoticed in the community. We never see what might have been built, only what is actually built.

Following is a short list of some of the types of construction or usage which would be perfectly legal within the county zoning requirements, but which are prohibited by the covenants. The only thing that keeps these types of usage and construction out of Willowbrook is the operation of the Architectural Control Committee. Our current zoning, A-2, (a few lots are R-2) would permit:

- Outbuildings, such as barns or unattached garages,
- Livestock, maintained on the lots, including grazing, chickens, rabbits, dog kennels and veterinarian clinics (also odors and flies),
- Blasting on the ridge,
- Fences and walls of all types; stockade, chain-link, cinder-block, etc.
- Buildings up to a height of 35 feet, or even higher,
- Roofs of any type,
- Outside building finishes of any type, such as log or cinder block homes),
- More outside lighting,
- Limited commercial activity and equipment storage on lots,
- Any quality of building construction (trailers, modulars or drag-ins),
- Any size building which fits within county setbacks,
- Cemeteries,

In short, county regulations would permit undesirable construction and activities on lots.

It is also important to note that enforcement of the covenants is a major factor in protection of our closed road system, because of the covenant restriction that all Willowbrook property must be used for residential building sites only, except for designated commercial tracts (Arena and Cave tracts, which are grandfathered by prior usage).

The cost, or potential cost, of covenant enforcement is sometimes questioned. Ideally, the process should cost virtually nothing; the ACC members serve voluntarily, without pay. Some secretarial support or occasional legal help on special conditions of the ACC approval contract are all that should be required, and these may often be provided free, within the community.

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Significant costs are only encountered when an owner chooses to challenge the authority of the ACC. Even in these instances, the cost risk is low. In the early stages of such a challenge, some additional legal counsel may be needed, at relatively little cost. When a lawsuit becomes necessary, in order to gain compliance, the association includes recovery of its legal costs as part of the requested judgment. Several years ago, a new Approval Agreement was put into effect. It is a specific performance contract, under which the owner is responsible for all costs of enforcement as well as correction. More often than not, once legal action is started, an out-of-court settlement is reached. In that case, the end result is a court order formalizing the settlement and including reimbursement of the association's legal costs. The primary burden is on those who challenge the covenant enforcement process, and not upon the association members. Naturally, this requirement helps avoid challenges and promotes direct settlement of disputed issues.

All owners and residents have the right to expect new or existing owners to conform to the covenant requirements. In 1982, and again in 2002, a more than two-thirds majority of Willowbrook owners revised and readopted the covenants and the enforcement process originally established in 1962. This fact is extremely significant to the courts, since it provides clear and legal testimony of the intent of the community.

No committee charged with exercising judgment is perfect. It would be truly amazing if no one ever disagreed with any of the judgments of the ACC. Many of us know of some specific items we would have treated differently, if we had been on the ACC, but support for the ACC has nevertheless been strong throughout the history of Willowbrook.

It is important to recognize that we, the owners of Willowbrook, have arranged for and obligated some of our neighbors to be responsible for policing the construction and land use rules which we have established for our community. At the same time, we have also obligated ourselves to abide by the rules and to support them.

PART 2. - AUTHORITY AND DUTIES OF THE ARCHITECTURAL CONTROL COMMITTEE

AUTHORITY

The Architectural Control Committee derives its authority from Article 3 of the PROTECTIVE COVENANTS, recorded at Number 82037789, Pages 1 thru 8, County Clerk and Recorder, Jefferson County, Colorado June 4, 1982. These covenants were amended and restated in 2002 and recorded at number F1494764, pages 1-135. These COVENANTS are a legal agreement between the original owners of the land other representatives or their immediate successors in interest and each successive owner of the land. The COVENANTS "run with the land" meaning that each successive owner is entitled to their benefits and liable for their obligations. Each individual property owner has the complete right to defend and uphold the PROTECTIVE COVENANTS from non-compliance on the part of another property owner. Obviously, a group or association of owners acting through their representatives can collectively exercise their individual rights in a more effective and economical manner. The Association financially supports the operating and enforcement expenses of the Architectural Control Committee.

PHILOSOPHY:

Architectural control as embodied in our PROTECTIVE COVENANTS is the most direct, specific method of implementing the community's often expressed loftier and more idealistic goal of preserving the subdivision's natural beauty and character. All procedures, guidelines, opinions and advice should be based on:

1. Control of size, height and construction materials of each residence.

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2. Matching of house, driveway, septic system to each specific lot **with minimum disturbance of the natural terrain.**
3. Maintenance of an open space and the natural appearance of each lot by avoidance of peripheral appearing fences, large manicured lawns and outbuildings.
4. Avoidance of accumulated junk or debris and the keeping of animals other than dogs or cats.
5. Minimizing outdoor lighting and avoiding light sources directly visible between neighbors.

RESPONSIBILITY AND DUTIES

The Architectural Control Committee shall have the responsibility and the duty to examine plans and specifications for all original and subsequent construction, and land use to approve all such plans and specifications as comply with the requirements of the PROTECTIVE COVENANTS, to assure that only those approved are built according to plan and to prevent any or all other construction, site alteration, landscaping or land use.

The Architectural Control Committee's responsibilities include but are not necessarily limited to:

1. Examining plans and specifications for all original and subsequent construction.
2. Approving all such plans and specifications as comply with the requirements of the PROTECTIVE COVENANTS.
3. Assuring that only those plans approved are constructed.
4. Assuring that construction and land use conforms to the approved plans, including site restoration and landscaping.
5. Preventing any or all other construction, site alteration, landscaping or land use.
6. Submitting monthly reports before or at each Association Board meeting; and having an ACC member at these meetings when possible.
7. Submitting an Architectural Control Committee Annual Report for the annual meeting.
8. Submitting an annual budget for the following fiscal year by the end of August.

PART 3. - IMPORTANT THINGS TO KNOW BEFORE YOU DESIGN OR BUILD YOUR HOME

This list has been compiled as a result of problems and successes experienced in Willowbrook. It is provided to property owners to give an insight into the special problems of the area; to help preserve the rural features and general environment which are Willowbrook's main attractions; and to identify some of the external features of house placement and grading which will assist the owner in getting approval of his plans by the Willowbrook Architectural Control Committee.

The terrain and geology of Willowbrook are actually quite delicate, being very easy to disturb and very hard to restore. The rainfall we get is generally in the form of brief showers, but heavy rainstorms occur virtually every year and extremely heavy rains, sometimes lasting several days, can be expected (recent experience has been one to three year spacing of these heavy storms). Strong, gusty winds are frequent in the area, and winds of more than 100 mph have been experienced, generally in the winter season. Such winds have destroyed and severely damaged houses under construction. The red, sandy soil generally present at or very near the surface does not easily support good ground cover. The natural grasses that exist have taken many years to selectively flourish. Fresh, bare ground promotes the most obnoxious types of weeds and is very difficult to successfully reseed.

Despite the harsh conditions, the valley has an attractive, natural cover, where it has not been disturbed. Left uncut, there are many wild flowers and attractive plants. Indian Paintbrush, Snowberry, Boulder Raspberry, Pussytoe, Puccoon, Fairy Trumpet, Harebell, Mariposa Lily, Wild Pea, Sulphur

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Flower, Miner's Candle, Easter Daisy, Prickly Cactus and the tall- stalked Yucca all have blossoms which are unusual and very attractive.

In order to keep the natural, open, unique appearance of Willowbrook intact, for purposes both of enjoyment and to maintain property values, it is desirable for each home to disturb the terrain as little as practical, both during construction and after completion. A major factor is the need to avoid conditions which will result in erosion or safety hazards.

Specific recommendations are as follows:

1. Study the grade contours of your lot carefully and match your house plans to the natural slopes. The greatest damage to the lot occurs when the lot is regraded to accommodate a home designed for a different grade, or for a flat lot. The practice of regrading is standard in tract-type developments, where entire communities are regraded to accept standardized, speculative houses.

2. Plan your landscaping so that it occupies a relatively small area near the house, leaving the major part of the lot undisturbed to the greatest practical extent.

3. Plan your excavation carefully, so that dirt excavated can all be utilized as backfill close to the house, and within the intended landscaped and driveway area. Don't spread the excavated dirt out over the natural ground cover, even temporarily. With posts or markers, specifically restrict your builder to pile the excavated dirt only in appropriate areas, such as the driveway. Most builders are used to unconstrained bulldozing and probably won't realize the need for special care. The damage done can require years of care and hard work to replace. The personal presence of and control exercised by the owners over those workers doing earth moving for excavation, backfill, and septic system/leach field will return many-fold in future savings of money, time and effort.

4. Avoid creating any steep slopes of fill dirt. The poor quality of the soil and the effects of rain and wind make it so difficult to get any cover to grow on steep slopes that serious erosion inevitably occurs, ruining not only the new slope but also the natural terrain downstream.

5. Require your builder to do all required ditching for underground utilities with narrow ditching equipment, to minimize the disturbance to the affected area. Reseed ditched areas with natural, indigenous grasses. (A grass mixture suitable for this area is perennial rye and brohm. Buffalo grass is also suitable, but slow growing). This same seed can be used to restore other regraded areas. Use plenty of seed; it won't grow very fast or very thick, but it will give the weeds some competition and eventually it will restore the natural appearance.

6. You will appreciate the blackness of the night sky in Willowbrook. The number of stars which can be seen is greatly multiplied and they appear to be larger and closer than in city communities. This condition would be destroyed, of course, if many outside lights are used. Most people want some external lights which can be used to illuminate the area close to the house for short periods when guests are arriving, or you're working outdoors, or you want to check on possible prowlers or animals, etc. The most satisfactory approach has been to install small reflector-bulb fixtures under the eaves at the house and doesn't shine at other homes, or into the sky or street. Minimum use of external lights will be appreciated by your neighbors and the revised covenants require a lighting plan for any new home or exterior remodeling project (Article 23). Avoid closely spaced driveway marker lights.

7. Consult the Architectural Control Committee in the early stages of your planning. They can provide many helpful suggestions. All plans, including houses, landscaping, septic systems, siting on the lot, driveways and fences require approval.

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PART 4. - SUBMITTAL AND APPROVAL REQUIREMENTS

1. Approval Agreement

As provided by the Covenants and Board action, no original construction or exterior improvement or site alteration except for plantings and paving of existing, approved driveways within the Willowbrook Subdivision is permitted without approval by the Architectural Control Committee in the form of a strict performance approval agreement. Such approval is granted following the submission of satisfactory required data and documents including plans and specifications, etc., as indicated on the Willowbrook Architectural Control Committee checklist.

2. Revocation of Architectural Control Committee Approval

Any construction changes, grade change, elevation change, or other deviation from the documents submitted when soliciting a letter of approval from the Architectural Control Committee automatically revokes the approval unless such changes are submitted to the Architectural Control Committee for new approval or an amendment of approval prior to such deviation. Documents required to solicit such changes include complete revisions of drawings and specifications as provided in the Architectural Control Committee checklist as if initial approval were being sought. **Construction should cease until a new ACC letter of approval is received.**

3. Unapproved Construction Prohibited

If such approval is not solicited and granted, further construction is forbidden until the requirements of Paragraph 2 above are met.

4. Initiation of Legal Action

If at any time, construction is begun or continued without a valid letter of approval, legal remedy on behalf of the residents of Willowbrook via the Architectural Control Committee and the Board will be pursued.

5. Letter of Compliance

A certificate of occupancy granted by the County Building Department attests to the safe condition of the building as it nears completion. A Letter of Compliance from the Willowbrook Architectural Control Committee supported by inspection indicating compliance with the original plans and specifications is also required attesting to compliance with the aesthetic, design and other standards established in the Subdivision. Such a letter will not be granted if substantial construction or cleaning up of property remains to be done, except that certain agreed instances involving superficial finishing may be completed at a time specified in writing by the owner and acceptable to the Architectural Control Committee.

6. Information Required for Architectural Control Committee Review

The following check list sets forth the various items needed by the Architectural Control Committee for consideration for approval of a building plan or change of land use::

I. Plans - Three complete sets detailing:

- A. Floor plan with square footage clearly calculated according to Article 20 of the recorded covenants.
- B. All elevations clearly shown, especially the compliance with the 19 ft. and 26 ft. standards. See schematic diagram.
- C. Complete final construction documents must include electrical design for outside lighting, fixture detail and maximum lamp wattage.

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- D. Heights of building clearly shown - overall from the highest grade and at intersections with grade. (See schematic diagram).

II. Specifications

- A. Detailed list of exterior materials and colors which must include samples. No imitation brick siding or concrete block exteriors shall be permitted.
- B. Roofing materials, with sample for color determination.

III. Plot Plan

- A. Topographic Map - showing location of the building with respect to existing topography and finished grade elevations.
- B. Septic Tank and Leaching Field locations.
- C. Location of Driveways and Culverts.

The plans, specifications and plot plan should be submitted to the Willowbrook Architectural Control Committee via the Chairman or other members listed.

The Committee will endeavor to meet as soon as practicable to review any plans submitted. If necessary, the applicant may be asked to personally present his plans to clarify certain questions the Committee may have. The revised covenants require the ACC to respond within forth-five days to any Owner who has submitted complete sets of plans and specifications either approving or disapproving the plans with the reasons clearly set forth. Each applicant will be notified in writing as to the Committee's decision.

In order to fulfill its obligation to property owners of the Willowbrook Subdivision, the Architectural Control Committee encourages submission and discussion of preliminary plans for approval so that costlier revisions of finished detailed plans can be avoided. Additionally, the committee addresses recurring situations by publishing the guidelines and advisory opinions for inclusion in this section of the handbook. Careful attention to these items in advance of planning will save time and avoid frustration and disappointment.

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APPROVAL AGREEMENT

Lot ____, Block ____

Willowbrook Subdivision

This Agreement made and entered into on _____, at Jefferson County, Colorado by and between:

Morrison, CO 80465
Colorado
hereinafter called OWNER,

ARCHITECTURAL CONTROL COMMITTEE
Willowbrook Subdivision
Jefferson County,
Colorado,
hereinafter called ACC

WHEREAS, the parties recognize and acknowledge that the Willowbrook Subdivision has thus far been developed and maintained as a carefully protected subdivision and community because of and through the systematic, continuous enforcement of the PROTECTIVE COVENANTS, and

WHEREAS, the nature, character and value of the above-described Lot of land has been maintained and enhanced by the plan approval process as a integral part of the covenant enforcement, and

WHEREAS, the parties have read and fully understand the PROTECTIVE COVENANTS and their respective responsibilities thereunder, and

WHEREAS, once plan approval has been given by the ACC, and once OWNER has begun construction or incurred obligations therefore, both parties will have substantially changed positions, and the ACC will have performed a substantial and the most important part of its obligations under the PROTECTIVE COVENANTS in reliance on the future performance of obligations by OWNER, and

WHEREAS, failure to so properly perform these obligations by OWNER would be a serious detriment to the property rights of other owners in Willowbrook Subdivision,

NOW, therefore, without waiving any of their other rights and obligations under the PROTECTIVE COVENANTS, for and in consideration of the mutual promises and covenants herein contained, the parties mutually agree as follows intending thereby to make this instrument the statement of certain of the respective obligations:

1. STRICT SPECIFIC PERFORMANCE by the parties shall be deemed the essence of this Agreement, and shall be deemed expressly contracted for by the parties, and substantial performance of the terms in good faith and without willful failure shall not be deemed sufficient performance.
2. ACC hereby approves OWNER's plans for construction. One copy of OWNER's plans, described in Attachment A, stamped per the sample or facsimile stamp on this document, are returned for OWNER's records and use; the second copy is retained for ACC records and is incorporated by reference in this Agreement. In case of discrepancies, the copy in possession of ACC will govern.
3. OWNER hereby agrees that any deviation from the approved plans without prior approval of ACC is automatically a revocation of the approval and breach of the Agreement and OWNER is liable for all costs of correction regardless of how far he proceeds in violation as well as all expenses of enforcement including legal fees. If OWNER abandons construction of approved plans, all evidence of construction will be removed and the site restored to its original condition.
4. INSPECTIONS. OWNER shall notify ACC when the building is ready for two inspections: a) when the framing is topped out, and b) when the residence is ready for occupancy. ACC will perform the necessary inspections within a reasonable time and respectively: a) notify OWNER to proceed or modify, and b) issue a letter of compliance or notify OWNER of what needs to be done therefore. Letter of compliance will not be unreasonably withheld. OWNER shall allow reasonable access to the property to ACC for purposes of inspections.

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5. **DEBRIS** must be containerized or promptly removed in order not to constitute a nuisance. Failure by OWNER to comply with this requirement will result in: a) one written notice to OWNER by ACC and b) upon failure by OWNER to comply with the notice, the ACC may contact to remove the debris and charge the expense to the OWNER. If construction has not begun within one year of this Agreement, this Agreement shall expire, shall be null and void and of no effect, the parties shall be released from their respective obligations hereunder, plans shall be considered no longer approved, and new approval and a new Agreement must be obtained and executed before construction can take place.

6. **GROUND COVER** must be restored to the site by OWNER in the net growing season following completion of the building exterior and finish grading.

7. **COMPLETION** of construction including finish grading must be accomplished by OWNER in no more than one year from the date of this Agreement. If start of construction is so delayed as to make completion in one year impossible, OWNER must obtain a written modification of this condition of this Agreement by ACC. If construction has not begun within one year of this Agreement, the Agreement shall expire, shall be null and void and of no effect, the parties shall be released from their respective obligations hereunder, plans shall be considered no longer approved, and new approval and a new Agreement must be obtained and executed before construction can take place.

8. **SPECIAL CONDITIONS**, if any, See Attachment A.

9. OWNER for purposes of this Agreement shall be defined as all owners of record and multiple owners shall be jointly and severally responsible for performance of OWNER's obligations hereunder. Once ground is broken to begin construction, the OWNER's obligations like the PROTECTIVE CONENANTS shall run with the land, and the OWNER's heirs, assigns and successors in interest shall be obligated in the same manner and to the same extent as OWNER to perform all the obligations hereunder to either complete construction per the approved plans or to remove all evidence of construction and restore the site to its original condition.

10. **DISCLOSURE.** OWNER is hereby advised that this is an important document affecting interest in real estate, that it may be recorded in the office of the County Clerk and Recorder, and that advice of counsel may be desirable before signing. OWNER hereby certifies that (he, she, they) are the owners of record in fee simple absolute of the subject lot, and that the property (is, is not) encumbered.

11. **MODIFICATION.** This Agreement embodies all the terms, covenants and conditions of the Agreement, and cannot be changed in any part without the consent in writing of both parties.

12. **GOVERNING LAW.** In all respect, this Agreement shall be governed by the laws of the State of Colorado.

13. **SEVERABILITY.** If any provisions hereof shall be held to be void and unenforceable, all other provisions shall, nevertheless, continue to be and remain in full force and effect.

In witness whereof, the parties have set their hands the day and year below written.

OWNER Date

OWNER Date

ACC by Date

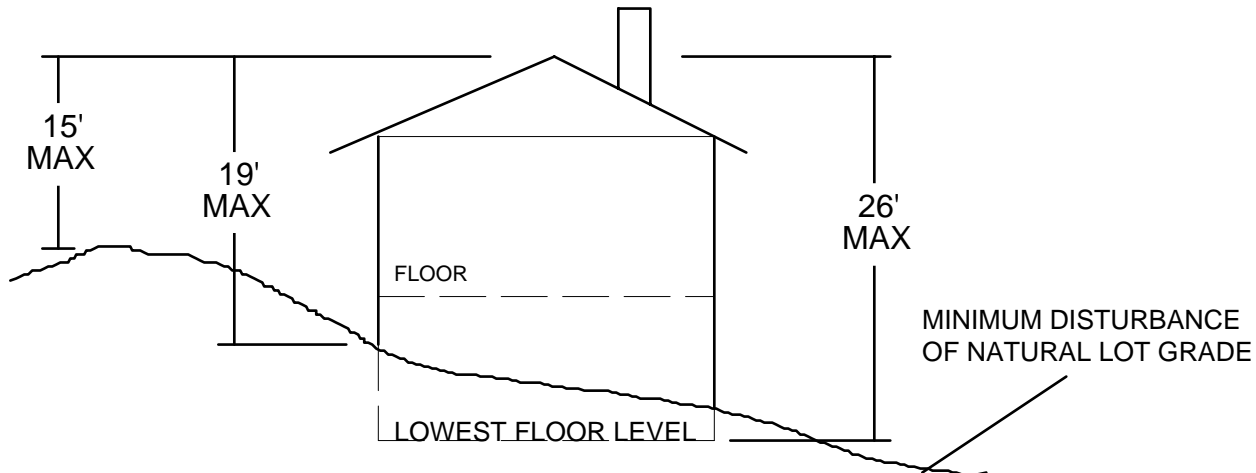


Willowbrook ACC Stamp and Signature

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PART 5. - CONSTRUCTION GUIDELINES AND REQUIREMENTS

BUILDING DIMENSION CRITERIA (NEW)



SCHEMATIC GUIDELINE

WILLOWBROOK SUBDIVISION CRITERIA FOR SATISFYING HEIGHT
REQUIREMENTS PROTECTIVE COVENANTS, ARTICLE 4.

ROOFING MATERIALS (ORIGINAL CONSTRUCTION OR REPAIR)

The Willowbrook Covenants (Article 22, paragraph (a)) require that "Roofing materials shall be wood shake, tile or other approved material. The Architectural Control Committee may consider new technology or materials which are in harmony with the above approved materials." In 1997, the Willowbrook Board of Directors created a Roofing Committee, charged with reviewing the state of durability, practicality, and fire resistance. A Roofing Committee offers recommendations to the Board, which if accepted, are remanded to the ACC for implementation. (The Roofing Committee may be re-constituted by the Board whenever it feels that developments in roofing material technology merit a review of the current architectural guidelines.)

Approved roofing materials

a. General requirements for all roofing materials.

- (1) All Roofing materials must have significant actual dimensional relief. This relief shall be not less than 1/2" and may be transverse to the direction of the roof slope.
- (2) Surface color and texture must be in harmony with that of tile and wood shake materials. Bright colors, white, or light colored and shiny or reflective surfaces will not be allowed.
- (3) In reviewing the roofing material proposed for a specific residence, the ACC will give due consideration to the harmony of the roofing material with the general architectural qualities of the residence and natural surroundings.
- (4) While the Willowbrook Covenants do not require that roofing material be non-combustible, the ACC recommends that members consider the level of fire damage exposure (both to their home and

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to that of their neighbors) and the additional cost of fire insurance premiums that may result from the use of a roofing material that does not carry a "Class A" fire resistance rating.

b. Requirements for specific roofing materials.

(1) Tile roofing materials and color:

"Tile" shall mean natural slate, fired clay, or cast concrete material.

Tile roofing material must have integral color' painted surfaces will not be allowed.

(2) Wood shakes roofing material:

"Wood shake" shall mean straight or tapered, natural wood, sawn or split shakes. Composite material will not be allowed.

Wood shakes may be chemically treated to provide improved fire resistance but shall not be painted or stained on their surface.

Association members should consider the long-term fire resistance qualities and the cost of fire insurance premiums for wood shake roofs.

(3) Metal roofing material:

Standard seam or ribbed metal roofing is not permitted.

"Metal roofing" shall mean panels or tiles made from metal such as steel or copper.

Metal roofing may have a factory-applied coating provided that it must be covered by a manufacturer's warranty against fading, chipping or discoloration for the expected life of the roof.

Metal roofing may be uncoated provided that it has a pre-applied patina or weathering process, or if it is allowed to weather naturally to eliminate a high degree of reflectance.

Metal roofing must have concealed fasteners and clips.

(4) Composition roofing material:

"Composition roofing" shall mean **asphalt roofing in shingle form, composed of glass felt or felts impregnated and coated on both sides with asphalt, and surface on the weather side with mineral granules** shingles made from asphalt, fiberglass and/or other manufactured materials.

Composition roofs must have an installed material weight of not less than 350 pounds per 100 square feet of roof surface.

Composition roofing systems must have a manufacturer's warranty of not less than 40 years service life.

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GUIDELINES FOR SCREENING OF BOATS, POP-UP CAMPERS, TRAILERS, ALL TERRAIN VEHICLES, BUSES, TRACTORS, OR SIMILAR MOTORIZED VEHICLES/EQUIPMENT*

Article 5b of the Covenants requires these items, if kept outside, to be in a fully screened area which effectively limits the view from adjacent lots, streets or common area. If these items cannot fit in the homeowner's garage they must be screened with evergreens that are large enough to reasonably limit the view of the item(s). A landscaping plan must be submitted to the ACC for approval.

If screening with planting is not practical, then the following should be done:

1. Cover the item with an earth tone colored tarpaulin in a brown/beige, or green/gray color. Do not use bright tarpaulin colors such as blue, light green or orange. Tarpaulin color and design must be approved by the ACC.
2. Locate the item, at a minimum, behind the house setback (the distance from the front of the house/garage structure perpendicular to the street); and,
3. Place the item in such a location so that the view perspective from the street and neighbors is as narrow as possible.

*Note: These items are not considered Recreational Vehicles (RVs or 5th wheel campers). At the September 19, 2006 Annual Meeting, the Willowbrook Association adopted the Recreation Vehicle Industry Association's definition of RVs as "a motorized or tow-able vehicle that combines transportation and temporary living quarters for travel, recreation and camping. RVs do not include mobil homes, off-road vehicles, snowmobiles and conversion vehicles." (www.RVIA.org)

GUIDELINES FOR THE USE OF ARTIFICIAL STONE

Artificial stone may be used only if it is applied as individual stones so the final appearance is that of natural stone.

FENCING REQUIREMENTS AND GUIDELINES

Fences are not encouraged, because they tend to break-up the openness of the community. If you feel that you must have some fenced area, plan it close to the house, and plan to use a rustic-type of fencing, without a metallic appearance. Any fence should be kept as low as practical. See "Fencing Guidelines" for specifics.

Article 2 Architectural Control, of the Protective Covenants, provides that the Architectural Control Committee has the responsibility of reviewing and the authority to approve fences, suggest changes or improvements which will effect approval, or to disapprove those fences which may be a detriment to the community or immediate neighbors. The following are guidelines to advise and assist owners in designing and submitting for approval plans for fences.

As housing and population densities increase, our homeowners' needs for privacy, pet containment, and open space intensify. Therefore, a compromise must evolve that balances (1) need for privacy and containment, and (2) the desirability of a sense of open space in the community. Within the context of this compromise, the guiding principles shall be to:

- I. Prevent proliferation of indiscriminate fencing.
- II. Give assurance to homeowners that fences meeting the following two basic criteria will be approved upon formal submittal to the Architectural Control Committee.

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- A. The fence must serve a demonstrated need.
 1. Privacy.
 2. Containment of children and/or pets, or protection of gardens, from children or pets, deer, rabbits, etc.
 3. Decorative fencing is discouraged, and most likely will not be allowed.
- B. Owner must agree to removal of fencing at such time as "demonstrated need" no longer exists and the basis for ACC approval is no longer valid.
- C. The fence design and type must follow certain guidelines set forth below.

For all Fencing needs:

DO

1. Use natural or rustic materials, colors and textures (i.e. split-rail) with optional non-reflective wire mesh for pet containment that blend with house and neighborhood style.
2. Consider visual impact from all vantage points (near and far, both inside and outside, for you and your neighbors) and stress informality in design and layout.
3. Harmonize with existing lines and natural settings.
4. Use natural or introduced planting to minimize visual impact.
5. Use see-through styles of fencing.

DON'T

1. Consider stockade or solid fencing.
2. Consider shiny metallic materials or chain-link fencing.
3. Consider front yard fencing (except in special topographic or in architectural circumstances).
4. Consider fencing steep slopes or ridge lines.
5. Consider full perimeter fencing or the appearance of same.
6. Consider using dimension lumber, barbed wire, or metal fence posts or trim.
7. Consider harsh, straight lines and sharp corners.

GUIDELINES ESPECIALLY FOR PRIVACY FENCES:

- DO** Keep area small (less than 25% of ground area of house).

GUIDELINES ESPECIALLY FOR CONTAINMENT FENCES:

- DO** Keep fenced area under 25% of the lot area, unless location, topography and/or visibility allow a larger enclosure without adverse impact on others.

GUIDELINES ESPECIALLY FOR SWIMMING POOL FENCES

Detached swimming pool fences may, at the Architectural Control Committee's discretion, receive special consideration.

OTHER EXTERIOR REMODELING OR STRUCTURE

REMODELING/REPAINTING:

1. Additions to any house shall be consistent with the architectural design of the existing structure.
2. The design of an addition should give it the look as if it were built at the time of the original house construction.
3. The color of the addition should match the color of the existing structure.
4. Any house may be repainted its existing color without ACC approval. Approval is required to change color.

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SOLAR COLLECTORS:

The committee will approve flat plate solar collectors mounted directly on the roof slope. Although not desirable, if they are tipped up at an angle different than the roof angle, they must be mounted in a housing approved by the ACC. The collectors must not be higher than the top of the roof ridge. Also, the committee will only approve collectors which can be shown by their past use experience to be durable. We don't want the collectors to deteriorate or change color after a year or two.

SATELLITE DISHES:

1. A dish shall not be larger than 24 inches in diameter, must be hidden from view and must not be conspicuous from the street.
2. Dish must be painted flat earth tones to blend in with your house or landscape. Shiny or white dishes will not be allowed. (Latex, nonmetallic paint will not affect reception).
3. Screening must be adequate. Depending upon your lot location and topography, you should locate your dish so it is screened as much as possible by your house.

PLAY STRUCTURES:

Play structures will be authorized, based acceptable design. Wood is the preferred material for the construction of play area structures. Metal play area structures should be painted with a color that blends with the surroundings. Tarps/sun shields should observe same color guidelines as for boats, pop-up campers, etc.

CONCRETE DRIVEWAYS:

Concrete driveways and retaining walls should blend in with their surroundings. Color additives to the concrete may be used to soften the visual impact of concrete.

SIGNS - REAL ESTATE & CONSTRUCTION:

All signs, either furnished by a real estate company or by the owner, shall be professionally painted and be in like-new condition with the following requirements:

1. The ACC specifically reserves the right to disallow the use of any sign.
2. Maximum size, 5 square feet.
3. Signs are to be free standing and shall not exceed a height of 42" above the ground.
4. Signs should not be placed in windows or on decks.
5. Only one sign per residence is allowed except by special permission of the ACC.
6. Architect, contractor or builders signs are allowed only during the construction or remodeling phase of the residence.

PART 6. - RELATIONSHIP OF THE ARCHITECTURAL CONTROL COMMITTEE AND THE WILLOWBROOK ASSOCIATION BOARD

The relationship between the ACC and the board of directors of the Willowbrook Association is primarily a matter of convenience. The original protective covenants of the subdivision set up the ACC as a mechanism for the enforcement of the building and lot usage restrictions, which were also included in the covenants. These restrictions, and the covenants that contained them, became one of the contracts which each lot buyer accepts as a condition of his ownership of property in this subdivision. The contract is between each and every lot owner (and tract owner) and every other lot owner. This contract "runs with the land" (is permanently attached to ownership of the property), so all successor parties in interest are bound by its terms without having to agree, individually.

The use of a committee to control the adherence to the stated restrictions was adopted as a method of administering the agreement which each new property has made with all of the owners

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regarding the design of the construction he makes on his property. In reality, each property owner has the full right to enforce the requirements of the covenants. No property owner has the right to give away the requirements of the covenants, because that would infringe on the rights of other owners to have them enforced. Enforcement ultimately comes down to a civil type of legal action. There is generally no criminal aspect to covenant enforcement, because the covenant requirements are above, beyond and parallel to the requirements enforced by the county, under its laws and regulations.

Without a committee to enforce the covenant requirements, the situation would be chaotic. An owner, wishing to build, would not know whether his plans would be challenged by another lot owner, unless he got approval from all owners in advance, an obvious impossibility. On the other hand, an owner, wishing to challenge a perceived infringement, would have to foot the entire bill for a lawsuit. Many communities which have restrictive covenants, but which never set up a process for handling approvals or enforcement, have found that their covenants have become ineffective. They have usually discovered this fact at a point where someone has begun to make improvements or engage in activities which are totally out of tune with their covenants.

The Willowbrook Association was not created by the original protective covenants. The original developer, Colorow Corporation, envisioned a homeowners organization as an entity which would be started after the community was fairly well developed. The developer thought that sales would be very rapid, with the whole subdivision to be built up in just a couple of years. The developer was also the ACC, and enforcement was in his control. In 1967, five years after the subdivision was started, the housing market was very slow, and the developer was failing. At that point, the association was started by twelve of the lot owners (only about 30 lots had been sold), with the developer's tacit approval. Two issues were high on the agenda of the new association; One, to make certain that the stable and cave tracts were captured for the property owners and not sold off, and, Two, to get involved in the architectural control committee. Ambiguities in the original covenants were the cause of considerable concern over what the developer might actually permit to be built.

Shortly after the association was formed, a new developer, Outdoor West, Inc., took control of the subdivision. The owner, Gary Klein, was very cooperative and sought the support of the association in several areas, including management of the community facilities. He also agreed to inclusion of an appointee of the association as a member of the three-person ACC. An early action of the association was to propose the use of guidelines to constrain the breadth of interpretation of the covenants. Over the next few years, as the community built up, the guidelines were expanded and modified at least twice, and the association appointed the second and, finally, the third member of the ACC.

The original covenants ran for twenty years. During that time, some mistakes were made in both approvals and enforcement. These were items which should not have been approved, or on which corrections should have been made. Several are still visible. Mistakes do not become rules or precedents for the future in ACC judgments any more than they do in law enforcement. During the same time, a large number of items which should not have been approved were denied, and many unapproved items were corrected. These items are not visible today, to the community's benefit.

A feature of the protective covenants is that revisions are permitted to be made only at intervals of twenty years. In June, 1982, the first revision of the covenants was adopted by more than a two-thirds majority of all Willowbrook property owners. A number of specific changes was incorporated, most of them for clarification of previously included items. For example, the original covenants specified that houses could be "one and one-half stories high". While the developer intended this to cover ranch and split-level houses, owners who wanted cathedral-ceiling designs felt that they were still within the requirement, no matter how high the house might be. The revised covenant restatement incorporated the height guidelines which had been created to help control this problem. The 1982 covenants included the Willowbrook Association, making membership mandatory as a part of the

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"owner-to-owner contract", and also formalized the long-standing practice of appointment of ACC members by the association's board of directors. The covenants were again amended and restated in June of 2002. An important aspect of the 2002 revision forbids the outside storing of motorized recreational vehicles (RVs), except to those owners who had them at the time the revised covenants were recorded. New owners of properties where RVs were permitted for the previous owner will not be able to store them on their lot, as the grandfathered privilege for previous owners expires when the property changes ownership.

Because it requires a source of funds to enable the use of the legal process to enforce compliance with the covenants, an early decision was made that the homeowners' association would be the mechanism for providing such funds.

Almost all of the lots in Willowbrook have now been improved. Rather than making the job of covenant enforcement easier, the fact is that it is becoming more difficult. Several factors are responsible. Property values have increased substantially and, as a result, the potential for legal challenge of the covenants is increased. Changes or additions to already improved lots will also become more frequent. All exterior changes require approval of plans prior to construction, and these often present special problems in achieving an acceptable design. Of course, this includes satellite dishes, fences and other detached structures, as well as patios, swimming pools and changes in the grading or driveways.

The roles of the ACC and the association board need to be clearly understood by all owners and members. There also needs to be a clear understanding of the process by which the two organizations work together. The procedures below are provided for the purpose of enabling these organizations to work together smoothly and efficiently.

RESPONSIBILITIES OF THE ARCHITECTURAL CONTROL COMMITTEE:

The responsibility of the ACC is to implement the covenant enforcement process, as regards improvements to property.

The ACC carries out its responsibility by reviewing and either approving or rejecting plans and actual construction. The ACC may utilize and disseminate guidelines in the performance of its duties.

No owner of Willowbrook property has the right to proceed with new construction involving exterior changes or remodeling, without prior approval of detailed plans by the ACC. Approval is provided only by the signing of the official Architectural Approval Performance Contract by the lot owner and the ACC.

In implementing its responsibilities, the ACC needs to follow a consistent and predictable pattern. (Note A.) The following procedure is recommended:

1. At the start of each association fiscal year (July), provide to the board of directors a proposed operating budget (for routine activity, including routine legal consultation). Also identify any potential non-routine funding requirements for legal actions which may be foreseen.
2. Receive copies of proposed plans from owners and builders, for improvements to be made to Willowbrook properties.
3. Review proposed plans for compliance with the covenants and guidelines and provide results to owner/builder in brief, written form. (Note B.)

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4. Review modified plans provided by owners/builders and provide results in brief, written form.
5. When plans are approved, execute the standard, written Approval Agreement with the lot owner. (Note C.)
6. As construction proceeds, inspect the work whenever practical, to assure compliance with approved plans.
7. The ACC may seek advice from legal counsel to support efforts to resolve issues with owners/builders.
8. If unapproved construction is observed, notify the owner/builder that work must be immediately halted and new or revised plans submitted before work can be permitted to proceed. If emergency legal action, such as a restraining order is required, take action and immediately advise the association board of directors. (Note D.)
9. Although not a requirement, the ACC may provide, out of its experience with the topography and geology of Willowbrook, suggestions for modifications in plans which may be helpful to the owner/builder in making acceptable revisions. Such suggestions are not binding on either the owner/builder, and no modifications to plans will be accepted until the modified plans have been submitted, reviewed and approved by the ACC.
10. When, in the judgment of the ACC, legal action is required in order to obtain compliance with the covenants by owners/builders, the ACC shall promptly advise the association board of directors of action taken and the probable funding requirements.
11. The ACC should provide to the association board of directors a report of current activities, including outstanding problems, monthly or more often if warranted by the level of activity. An ACC annual report must be provided for inclusion in the association annual report.
12. Since the enforcement of restrictive covenants is every lot owner's right and obligation, the ACC should solicit and be responsive to all instances of violation of architectural requirements of the covenants identified or alleged by any owners. Upon investigation, the ACC should take such action as is required, in their judgment. (Note E.)

Notes:

- A. As an independently chartered committee, the ACC has the right to establish its own procedures, but without any independent source of funding for enforcement, it is essential that the ACC and the association board be in agreement that the procedures are satisfactory.
- B. As an unpaid, voluntary committee, the ACC may set its own reasonable standards for response time, following receipt of plans and modifications to plans consistent with the forty-vie day response time required by the covenants. This may range from setting regular dates and times for plan review, to handling each plan as soon as possible after receipt. Failure of the ACC to review plans as quickly as may be desired by the owner/builder does not relieve the owner/builder of the obligation to withhold construction until written approval of plans has been obtained from the ACC.

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- C. No owner or builder has the right to proceed with construction work or with changes in design until the plans for such work have been officially approved by the ACC.
- D. Failure of the ACC to observe unapproved construction in progress does not relieve the owner/builder of the obligation to conform to approved plans.
- E. Two important considerations regarding covenant violations identified by other lot owners are:
 - 1. If the violation has existed with the knowledge of the ACC for more than one year, the statute of limitations may prevent the use of legal action for correction.
 - 2. Non-architectural covenant violations are the responsibility of the association, not the ACC. These items are generally assigned to the Executive Committee for follow-up action.

RESPONSIBILITIES OF THE WILLOWBROOK ASSOCIATION BOARD OF DIRECTORS

In the area of operation of the Architectural Control Committee, the association board is responsible for ensuring that the covenant enforcement process of the ACC is performed and supported.

The board's responsibility includes two major functions; the appointment of the members of the ACC, and the providing of funds for ACC operation and enforcement actions.

The board has no responsibility whatever for the decisions of the ACC regarding conformance or non-conformance of plans and construction.

The association board cannot act as an appeal agency for decisions made or not made by the ACC. To attempt to do so would be a breach of the inter-owner contract established by the covenants, in the same way that non-conformance of any owner's construction is a breach of contract. If the board attempted to overrule the decisions of the ACC, the association and its board would be open to legal suit by any lot owner.

The association is obligated to provide support funds for actions taken by the ACC. This is required by the covenants and by the association by-laws. Failure to provide this support would again be a breach of contract, which could be legally challenged by any lot owner.

Within the bounds of its jurisdiction, the ACC is somewhat similar to judges in the courts. The members of the ACC are appointed by the association, but their judgment may only be challenged in court. Furthermore, the association board is responsible to the membership for doing those things that are necessary to keep the covenant enforcement process going, including spending money in its support.

The procedures for the association board of directors, regarding operations of the ACC and other covenant enforcement activities are as follows:

1. Receive the annual budget request of the ACC at the start of each fiscal year and act upon it, including such negotiation of requirements as may be feasible. Incorporate ACC funding requirements into the annual budget.
2. Appoint a member of the association to fill any vacancy occurring on the ACC, including such advertising for interested volunteers and interviewing of candidates as may be desired by the board.
3. As requested by the ACC, review guideline additions or changes and provide comments.

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4. Provide recommended guideline additions or changes to the ACC for consideration and adoption.
5. Receive and act upon non-architectural covenant violation complaints from members. Investigate and take appropriate action to resolve actual violations, including informal and legal actions, as appropriate. Report on results annually or more often, as deemed appropriate.

PART 7. - ADVICE AND CHECKLIST FOR ARCHITECTURAL CONTROL COMMITTEE OPERATIONS

The procedures described below, together with the checklists have been developed over many years of A. C. C. operations in Willowbrook. They are provided for the orientation and use of all members of the Architectural Control Committee in the conduct of its business:

1. There is no substitute for good records - keep them. The central file of the Committee should contain one stamped copy of the plans and/or specifications and one copy of the acknowledged approval form for each approval given. The approval forms are actually contractual in nature (specific performance agreements) and may be recorded in the office of the County Clerk and Recorder. A separate simple cumulative form indicating plans submitted by owner name as well as lot and block numbers and the status of those plans should be kept by one member and copies distributed to the other Committee members and the Association's Board of Directors monthly. Each member should keep a spiral notebook with a new successive page for each new owner from initial contact forward. Information recorded therein should include: Lot and block numbers, address of lot, present owners' (both if applicable) names, present owners' address and telephone numbers, names of contractors, architects, and/or parties possibly needed, and a brief note with dates about all calls, contacts and other transactions as a useful aid in later recall. (Some of this information will be useful to the membership committee as well). All written correspondence should be kept in each owner's file.

2. Guideline revisions and advisory opinions should be published to the community and put in information packages as often as necessary. Architectural control is not an adversary process; it is advisory and helpful. The more advance information new owners have about the requirements they must meet, the less will be the probability of controversy. The same question receiving the same answer twice creates a policy; receiving different answers creates a grievance. "I assumed you knew; you certainly should have", is not the effective communication vital to building trust and establishing good relationships.

3. Challenges to the authority or opinions of the Committee, particularly those which indicate possible litigation, should immediately be reported to the Board for authorization to commit necessary funds.

4. Early meetings with owners about plans in the preliminary stages are encouraged to avoid the disappointment and frustration of later revision to more detailed plans.

5. Meetings should be held when needed to formulate policy or to examine plans. There is no good formula for frequency of meetings because they work best on a demand basis. Past and present policy has been to make no one wait longer than two weeks for answers and to accumulate as many transactions into a single meeting as possible in that approximate time frame. The members of the committee should endeavor to remain as accessible as possible, particularly for the many simple questions and clarifications that can be handled without a meeting - usually by phone.

6. Two members of the Committee constitute a quorum and can approve or disapprove plans, particularly those which are so well within the requirements as to leave no doubt. However, the establishment of a three-member Committee contemplated their collective judgment, which at times is

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necessarily subjective, and, therefore, indicates that the Committee should act as a whole whenever possible.

7. Owners receiving approval should receive two copies of "signed and stamped approved" plans (rubber stamp exists with proper form) and one copy of the signed, acknowledged standard approval form. Owners receiving rejections should be told or given a letter stating as briefly as possible in the terms of the covenants or guidelines all reasons for rejection.

8. All communications and transactions should either be with or followed up with the owners themselves. Dealing with third parties such as contractors, architects, agents or other representatives may lead to misunderstandings or incomplete understandings. Approval forms must be executed by the owners themselves, including both parties where joint tenancies are involved. Once an owner has retained counsel, the Committee should communicate only through their counsel or with his knowledge and approval.

9. Colorado Revised Statute 38-41-119 states: "No action shall be commenced or maintained to enforce the terms of any building restriction concerning real property or to compel the removal of any building or improvement on land because of the violation of any terms of any building restriction unless said action is commenced within one year from the date of the violation for which the action is sought to be brought or maintained".

The work "action" means LAWSUIT. The word "commenced" means FILED in the district court in Jefferson County.

The committee cannot simply rely on counsel to police this stringent limitation.

In the situation of a matter with resolution pending between an owner and the committee with the one year limitation approaching (60 days is too close), the committee should require the owner to sign a notarized WAIVER of the STATUTE OF LIMITATIONS which recites: a) the wording of the statute, b) the fact that the owner understands it and c) the reasons therefor.

10. Checklist of inspections by the Committee:

- a. Preliminary plans when available.
- b. Site inspection when necessary.
- c. Final plans for approval.
- d. On site for conformity when framing is topped out.
- e. In process to see that debris is controlled.
- f. Prior to occupancy to assure completion of outside construction.
- g. Next growing season to assure site restoration.
- h. As required by request, complaint or observation.

11. The committee should keep an open mind regarding new materials and construction methods which may not have been in existence at the time the covenants were created; always with the caveat that they must be harmonious with the existing nature and appearance of the subdivision. (See Article 22a).

12. The personal conduct of the committee members is an important factor in the matters which come before them in the way newcomers view the community and the Association.

One of the greatest problems we have with covenants and their enforcement is built right into the system of conveying or transferring title to real estate. Land has always been considered an extremely valuable property. Therefore, its ownership and the accompanying rights have always been

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a serious business. The entire process for transferring title (of recording to indicate who owns what, and to place parties on constructive notice) allows us to make some legal assumptions, which, when coupled with the assumptions and expectations flowing the other way, can and often do result in a communications barrier and a wedge in the relationship, almost before it begins. The other person does not necessarily understand or appreciate the value system in which we are operating. He brings forth the information he has been given; preconditioning by observing other homeowners' associations and covenant enforcement; and his own opinions, feelings, needs, desires and emotions. He assumes they will be completely understood and perfectly acceptable.

Therefore, it works best when the committee remembers:

- a. To act in a timely manner. As soon as something unauthorized starts or something moves in an unauthorized direction is the time to act. These situations do not improve with age. Timeliness in putting the other party on documented notice is important. This area requires the greatest amount of personal sacrifice on the part of committee members. How well the committee assigns these matters a priority of importance over their personal or business "work to do" will most directly govern their effectiveness.
- b. To maintain a judicial temperament; its purpose is to examine, instruct and control, not to obstruct.
- c. That it can best accomplish its purpose with as little muscle flexing as possible.
- d. To teach the value of our value system and rely on the integrity of the other party for as long as possible.
- e. To recognize in advance that (c) will not always work and to recognize when it has stopped working.
- f. To recognize the difference between what is and is not controllable, important or worth taking to the ultimate test. We do not have the right to slander or alienate title or to deprive anyone of his property.
- g. When the situation described in (d) has been reached, to refrain from admissions against interest and entrapment regardless of the tactic used by the other party; patronization, conciliation or intimidation. If the other party brings his architect and/or lawyer, the committee's guard should come up accordingly.
- h. To maintain a calm and polite demeanor even though one's guard is up and all the defense mechanisms are working and regardless of how the other party is behaving. One may expect some tears, temper tantrums and threats when the other party is not getting his way, no matter how politely the committee is holding its ground.
- i. When a situation has reached an impasse or has become uncomfortably adverse, get the help of counsel and remove the discussion away from the parties.
- j. That counsel is no better than the support the committee gives with documented facts. Those closest to the problem will always have to help find the the best way to resolve it.