

Southlight Homeowners Association

Summary Highlights from Covenants Document

We started out as Hanover Homes in 1985 and officially became the Southlight Homeowners' Association on Dec. 16, 1986. It is comprised of 43 homes (lots). Common areas and public right of way are maintained by the HOA.

Article I: Definitions of terms used in the document

Article II: Every owner has a non-exclusive right/enjoyment of common areas.
HOA can borrow money
HOA can transfer to any public agency
HOA can publish rules & regulations
HOA can suspend voting privileges and use of common areas if owner is in arrears on payment of dues/assessments
HOA pays for maintenance and repairs of common areas

Article III: Every owner is subject to assessment and is an HOA member
There is only 1 vote per lot, all owners of the lot have 1 combined vote

Article IV: Every owner is subject to HOA assessments and late fees, interest, etc.
Every owner is subject to a lien for non-payment
Assessments are used to promote recreation, health, safety, and welfare of residents including trash, utilities, and rights of way
Assessment can automatically be raised 10%/year or the Consumer Price Index.
HOA board can change assessments to meet needs, but written notice must be given 30 days (minimum) ahead of time.
Need a Reserve Fund (also a CO state law)
Can levy a special assessment for needs. The amount is to be shared equally among all lots.
Interest for non-payment begins accruing 10 days after due date
Liens can be applied, but will be extinguished if the HOA forecloses on the delinquent property
Details on types of assessments

Article V: Architectural Committee
Comprised of 3 or more persons appointed by the Board
No structure or attachment or improvement (property exteriors, roof, new structures, fences, awnings, wall, canopies, changes in landscaping) "can be done/changed unless complete plans & specifications have been submitted to and approved in writing by Architectural Committee"

Intention needs to conform and harmonize with existing surroundings, residences, etc.

Committee has 45 days after submittal of plans to vote on approval

If no action, then plans become approved.

If denied, requester has 30 days to appeal to Architectural Committee, then 30 days to appeal to HOA Board

Architectural Committee

Needs to maintain written records

not liable to be sued

can grant reasonable variances to overcome hardship

a decision does not waiver from any future requests

Article VI: Insurance needed for liability, etc. for Common Areas, many endorsements, minimum of \$1,000,000.

Insurance for personal liability of HOA Board is suggested as appropriate in relation to their duties and responsibilities on behalf of the HOA

Note: CO state law now also requires criminal insurance

Article VII: Uses of insurance and homeowners' responsibility for their damages

Article VIII: Lays out responsibility for

shared walls/fences

weathering - repairs and maintenance

fire damage

Article IX: Exterior and interior maintenance are the responsibility of the owners

Fence maintenance apportioned to owners in accordance to fence ownership

HOA takes care of all Common Areas & rights of way not maintained by City of Aurora

HOA with 2/3 of a quorum of members can take over exterior maintenance and pay for out of assessment funds - covers all but windows

HOA takes care of landscaping of Common Areas, while all other landscaping is the homeowner's responsibility, BUT any additions or removals of items need approval of Architectural Committee prior to change in writing

If HOA needs to step in due to willful or negligent act or omission for repairs/maintenance, then HOA can assess owner for cost and put lien on property, if necessary

Article X: Easement area between lots:

Dominant owner can plant & landscape easement

Servient owner has right to enter easement areas at reasonable times to perform work & maintenance
Two-way "hold harmless" from damage caused by above maintenance right to access
Dominant tenant responsible for landscaping easement area

Article XI: Actual restrictions, agreements, covenants, limitations, etc. to establish & impose a general plan for occupancy to enhance value, desirability, and attractiveness of neighborhood

Common Areas used for reasons already stated

Residential areas used for residential purposes only

Household pets only - no commercial or livestock use (including poultry)

Lots to be kept in clean, sightly, & wholesome condition

No litter, junk, boxes, lumber, etc. kept in view

No temporary shack, tent, outbuilding etc. in view on any lot

No signs except "For Sale", "Open House", etc.

Note: CO law has allowed political signs to be allowed at election time

No heating/cooling units or antennae visible from front of house

No house trailers, boats, recreational vehicles kept or parked on lots or on street unless for loading, delivery or emergencies.

No abandoned or inoperable vehicles on property - written notice then 72 hours to move vehicle

No major repair, servicing, rebuilding, dismantling of vehicles

No NUISANCE on properties that is a source of annoyance, embarrassment, offensive, disturbance to residents and interferes with peaceful enjoyment of neighborhood

No subdivision of lots

No hazardous activities that endanger persons or properties

No annoying or unreasonably bright lights, loud noises, or noxious, offensive odors

Garbage and trash are to be in suitable containers (clean and sanitary) and not exposed to view except for pick-up day

Setbacks, grading, and landscaping within 2-5 feet on foundation have rules

Rules and Regulations on properties may be adapted, amended, or repealed, from time to time by the HOA Board of Directors. The Board may establish and enforce penalties and may set up fines and levies for violations.

Article XII: Rules for HOA Board

Without written consent of 67% of Owners, the Board **CAN'T**:

Abandon, change, etc. architectural policy or enforcement

Fail to have insurance on Common Areas

Use insurance proceeds for anything not covered

Sell, subdivide, transfer, etc. Common Areas

Change method of determining assessments and dues
**Terminate the legal status of the planned unit development
Again, need 67% of members and 51% of 1st mortgagees to
add to or amend anything in the declaration concerning
voting rights, assessments, money reserves,
responsibilities for maintenance and repairs, rights to
Common Areas, annexation and changing of lots,
insurance, leasing of lots, restrictions on selling or
transferring lots, assumption of self-management,
restoration or repair, etc., etc., etc.**

Must provide timely notice to owner/first mortgagee on:

Condemnation loss

Casualty loss

Delinquency of Dues

Charges owed to the Association

Default after timely notices

Insurance Policy lapse

Any proposed action that requires consent of First Mortgagees

Audits:

An audited financial statement will be prepared at the requester's
expense, if none is available

Article XIII: Final Enforcement and legal expectations

Association and any aggrieved owner have the right to institute, maintain
and prosecute any proceedings to correct non-compliance of rules,
covenants, etc. and the Association has the right to levy and collect
fines for violations

Invalidation by court or arbitration of one provision does not cancel other
provisions

Easements exist for homeowner access and for utilities access

Pecking Order: Declaration --- Articles of Incorporation --- Bylaws

Association has right to defend against any or all of Common Area take-
over attempts by any other entity

This Declaration runs for 20 years then shall be automatically extended
for terms of 10 years. Amendments follow the same schedule

All amendments and revocations should be recorded with the Office of
Clerk & Recorder of Arapahoe County

Each owner shall register a mailing address with the HOA for legal
contacts