

The Shores at Mariana Cove Owners' Association

Rules, Recommendations, and Services

Issued by the Executive Board of the Association

July 10, 2009

I. Relationships Between The Shores at Mariana Cove Owners' Association and The Mariana Cove Owners' Association.

All owners of lots in the Mariana Cove Subdivision, including those on Lighthouse Point, are members of the Mariana Cove Owners' Association (hereafter, the Cove HOA). Owners of the 30 lots and residences on Lighthouse Point Court, or their designated representatives, comprise the membership of The Shores at Mariana Cove Owners' Association (hereafter, the Shores HOA). Therefore, each owner on Lighthouse Point Court holds full privileges and responsibilities in each Association, including the obligation to pay the dues and assessments required by each. Residents and guests of residents of Lighthouse Point, whether or not they are members of either Association, are bound by all the rules and regulations of each HOA. The Cove HOA is considered the "Master Association." By covenant, The Shores HOA may take no action that is contrary to the interest of the Cove HOA. However, The Shores Executive Board is not prohibited from adopting rules or regulations that are more restrictive than the provisions or rules of the Cove HOA.

II. Violations of HOA Rules and Fine Policy

The Cove HOA is solely responsible for initiating the notification process regarding violations of HOA rules or regulations anywhere in the Mariana Cove subdivision, and for levying and collecting possible fines. It is the policy of the Shores Executive Board to attempt to informally resolve any violations occurring on Lighthouse Point prior to referring these matters to the Cove HOA for possible formal action. The Shores Executive Board therefore recommends that residents take the following steps to attempt resolution of any possible violation. First, residents should discuss the problem with each another, and attempt to resolve the issue before involving any Board member or the Property Manager. Should this fail to take care of the problem, then residents should contact any Shores Board member, or the Property Manager, to report possible violations.

III. HOA Rules and Regulations in Force on Lighthouse Point

See Article XVI of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Mariana Cove (dated November 13, 2008) for a complete list and descriptions of all the rules and regulations. Those

rules and regulations and other issues most frequently of concern to the residents of Lighthouse Point are the following:

Vehicles: No trucks, trail bikes, recreational vehicles, motor homes, motor coaches, snowmobiles, campers, trailers, boats, boat trailers, or similar vehicles other than passenger automobiles or pickup trucks can be parked or stored on any portion of Lighthouse Point – whether on private property, public property, or the common area, except in enclosed garages. The only exception to this rule in the Mariana Cove subdivision, including Lighthouse Point, is that owners may temporarily (no more than 72 hours continuously, nor more than 6 days per month) park such vehicles on their driveways or in designated parking areas for loading, unloading, and cleaning.

Parking: No vehicle of any sort can be parked anywhere in the neighborhood except within garages, on owners' driveways, or in the three designated parking areas on Lighthouse Point: one each beside the two landscaped islands on the street, and one adjacent to the mailboxes. The street itself simply is too narrow to safely accommodate vehicles parked along it.

The three designated parking areas on Lighthouse Point are intended for short-term use by guests of owners. Owners should not use these spaces for regular parking of their own vehicles, or for long-term parking (more than one week) by their guests. If, under unusual circumstances, an owner requires use of a designated parking space or spaces for a continuous period longer than one week, the owner should inform the immediate neighbors of those circumstances.

Pets: Household pets, such as dogs and cats, may not run at large at any time. Owners are required to pick up and properly dispose of pet waste. The Executive Board, at its sole discretion, can determine that a pet is making objectionable noise or otherwise inconveniencing or endangering residents in the neighborhood. If the issue cannot be resolved informally, the Shores Board may then refer the matter to the Cove Board for formal action, including possible fines.

Landscaping and Ground Maintenance: All owners are required to irrigate and keep in good order all of the landscaping and improvements such as paths and patios on their lots. See "Landscaping Agreements," below, for specific exceptions.

Refuse Collection: Refuse shall be stored in appropriate containers inside garages or otherwise hidden from view of neighbors and from the street. Refuse containers shall be taken to the edge of the street not more than 12 hours before scheduled pickup, and shall be returned as soon as practicable following pickup. A common problem is the scattering of debris from recycling bins by wind. Residents should take steps to secure the contents of these bins from wind-scatter, by stacking loose items (e.g., newspaper) underneath heavier items, such as glass, or by using a brick or rock as a weight.

In order to reduce traffic and congestion on our narrow street, the Executive Board has chosen the City of Loveland as the only authorized refuse collector.

Leasing. Owners are permitted to lease their homes. Provisions and requirements are provided in Section 16.5 of the Cove HOA covenants, as amended and restated on November 13, 2008. The goals of these requirements are 1) to encourage leasing to "individual families," 2) to keep the residences and thereby the neighborhood in an attractive condition, and 3) to make clear that the owner of a leased home remains responsible for paying assessments and any fines resulting from tenants' violations of HOA rules and regulations.

Changes to Improvements on Lots. Any exterior changes or additions to the improvements on any lot in the Mariana Cove subdivision require prior approval by the Design Review Committee (DRC), a group of members reporting to the Cove HOA Executive Board. Such changes include, but are not necessarily limited to, such items as fences, walls, decks, patios, new rooms, building setbacks, new exterior colors and finishes, and energy saving improvements such as solar panels or outdoor clotheslines. Contact the Chair of the DRC to obtain a copy of the current guidelines, and for an application. The Design Review Committee operates under current Colorado laws that define the limits of authority of homeowners' associations to enact and enforce its guidelines, rules, and regulations.

Hunting on Boedecker Reservoir. The Colorado Division of Wildlife sets regulations concerning hunting on Boedecker Reservoir. Hunting of waterfowl and small game (e.g., rabbits) is permitted along the shores of the reservoir. Residents of the Mariana Cove subdivision, and their Associations, have no authority to regulate or control this. However, there are two important rules in place about such hunting:

First, no hunter may access the reservoir from the Mariana Cove subdivision because it requires crossing private property (our Common Area).

Second, waterfowl hunters may not discharge their weapons within 150 yards of any residence.

On the advice of the Colorado Division of Wildlife, we should NOT take action ourselves if we believe a hunter is in violation. Instead, we should call the Larimer County Sheriff's Department non-emergency number to make a report: 970-416-1985. Do NOT call 911, as these cases are not considered emergencies.

#### IV. Landscaping Agreements

In certain cases on Lighthouse Point, individual homeowners' irrigation/sprinkler systems were constructed in such a way that they provide water to nearby Common Area. In other cases, sometimes by reciprocal arrangement, the irrigation/sprinkler system belonging to the Association provides water to portions of individual homeowners' lots. In still other instances, individual owners

have voluntarily chosen to establish and maintain landscaping on Common Area near their lots, in order to enhance the appearance of their homes. It is the intention of the Association and the individual owners that these relationships are permanent and that they pass to any future owners of those same lots. Therefore, a number of Landscaping Agreement Contracts that described these arrangements in detail have been written, signed, notarized, and appended to the Shores HOA Covenants.

If an owner fails to maintain or water Common Area as described in a Landscaping Agreement, the HOA may cease to provide any maintenance or water it is providing to the owners' landscaping, and return that obligation to the owner. The HOA will assume responsibility for maintaining and watering the Common Area in question, and may charge the owner for returning that Common Area to its original condition, and/or for ongoing costs of maintenance in its present condition. Failure of the owner to pay such costs may result in a lien being placed against the property.

The Executive Board encourages homeowners to take on landscaping projects on Common Area near their homes, especially if these involve xeriscaping. However, the Association will not entertain any future such landscaping arrangements without similar contracts being written and agreed upon. If a homeowner wishes to enter into such an agreement, the following steps should be taken:

1. The homeowner discusses project with Property Manager, who makes suggestions, explains the procedure, discusses future maintenance, and provides an application form and map.
2. The homeowner submits an application form and map to the Property Manager.
3. The Property Manager and one Board Member review the application (returning it to homeowner for change if necessary), add a maintenance plan (previously discussed with homeowner), and submit the application to the Board.
4. The Board and Property Manager discuss the application and maintenance plan. If the Board rejects the application, it is returned to the homeowner stating the reasons for rejection and the changes required for the plan to be accepted. If the Board approves the application, any stipulations are noted; the Board President and Property Manager sign the application, which is then returned to the homeowner.
5. The homeowner signs the approved application with stipulations and returns it to the Board. (A copy is made and returned to the homeowner.)
6. The homeowner and the Board President draw up a Landscaping Agreement Contract, including a map, and sign this contract, witnessed by a Notary Public. The contract is appended to the Shores HOA covenants declaration and is provided by the Property Manager to prospective future homeowners.

#### V. Services Provided by the Shores HOA

Maintaining and Improving the Common Area. By covenant, The Shores HOA has responsibility for maintaining the landscaping and any improvements on that portion of the Common Area in the Mariana Cove Subdivision that lies inside the gravel path that surrounds Lighthouse Point. The Cove HOA has responsibility for the path itself and for the Common Area between the path and the shore of Boedecker Reservoir.

Lawn Maintenance. The Executive Board of the Shores HOA has chosen to provide lawn service (mowing, aeration, fertilization) not only to the Common Area but also to lawn areas on the individual lots on Lighthouse Point. However, owners are required to water their own lawns and to water and fully maintain all other forms of landscaping (e.g., trees, shrubbery, flower beds) on their lots, except as provided by special Landscaping Agreements (see above).

Snow Removal. The Executive Board of the Shores HOA has chosen to provide snow removal service for driveways and walkways for the residences on Lighthouse Point. The present contract stipulates that snow will be removed within 24 hours, when accumulations have reached two inches or more. The Shores HOA is not responsible for snow removal on the street, which is property of the City of Loveland.