RESOLUTION
OF THE
GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES GOVERNING VARIANCES

SUBJECT: Documentation of variances granted from time to time by the
Architectural Control Committee.

PURPOSE: To adopt a policy and procedures regarding the documentation of
variances granted by the Architectural Control Committee with
respect to certain improvements.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the
Association, and Colorado law.

EFFECTIVE DATE: January 1, 2009

RESOLUTION: The Association hereby adopts the following Policy and
Procedures with regard to the granting of variances by the
Architectural Control Committee:

1. Variances Generally. As stated in Section 6.5.4 of the
Declaration of Covenants governing the Property, the Architectural
Control Committee is authorized to grant variances under certain
conditions from the provisions of the Declaration.

2. Submittal of Plans; Waiver. Generally, any Owner desiring a
variance must make an application to the Architectural Control
Committee and submit for consideration plans and specifications
for review and approval. The Architectural Control Committee may
waive the requirement for submittal of plans and specifications
where the variance request relates to a small project or in other
cases where it deems such plans and specifications to be
unnecessary.

3. Definitions. Unless otherwise defined in this Resolution,
initially capitalized or terms defined in the Declaration shall have
the same meaning herein.

4. Supplement to Law. The provisions of this Resolution shall
be in addition to and in supplement of the terms and provisions of
the Declaration and the law of the State of Colorado governing the
Project.

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5. **Deviations: Waiver.** The Architectural Control Committee and/or the Board may deviate from or waive all or any part of the policies or procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

6. **Amendment.** This policy may be amended from time to time by the Board of Directors.

**PRESIDENT’S CERTIFICATION:**

The undersigned, being the President of the Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _______7-9______, 2009, and in witness thereof, the undersigned has subscribed his/her name.

**GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.,** a Colorado nonprofit corporation

By: ____________________________

President
RESOLUTION
OF THE
GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES GOVERNING VARIANCES
AFFECTING THE COMMON AREA

SUBJECT: Documentation of variances granted from time to time by the Architectural Control Committee.

PURPOSE: To adopt a policy and procedures regarding the documentation of variances granted by the Architectural Control Committee with respect to certain Improvements within the Common Area.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

EFFECTIVE DATE: January 1, 2009

RESOLUTION: The Association hereby adopts the following Policy and Procedures with regard to the granting of variances by the Architectural Control Committee:

1. Variances Generally. As stated in Section 6.5.4 of the Declaration of Covenants governing the Property, the Architectural Control Committee is authorized to grant variances under certain conditions from the provisions of the Declaration.

2. Application. Any Owner desiring a variance which pertains to or encumbers any portion of the Common Area of the Property shall make application to the Architectural Control Committee, such application to be accompanied by a one-time, nonrefundable application fee in an amount as determined by the Association from time to time (currently $150).

3. Documentation of Variances. Prior to granting a variance, the Architectural Control Committee shall contact, and solicit input from Owners of adjoining Residences. In the event the Architectural Control Committee grants a variance which pertains to or encumbers any portion of the Common Area of the Property, such variance shall be documented by, and the related Improvements shall be constructed pursuant to, a License Agreement in such form as may be adopted by the Board from time to time.
a. **Nontransferable:** Revocable. Unless otherwise provided, all licenses granted by the Architectural Control Committee shall be revocable and non-transferable and shall terminate upon the sale, lease or other transfer of an Owner's Residence.

b. **Permanent Variances.** The Architectural Control Committee may grant an irrevocable license for an Improvement which is not subject to removal where the conditions warrant such as an Improvement which is integral to a Residence and would be unreasonably expensive to remove or disassemble (such as spiral staircases from the deck of a Residence down to the ground, courtyard walls, etc.).

c. **License Fee.** All variance licenses granted by the Architectural Control Committee shall be subject to an annual license fee in an amount as determined by the Association from time to time (currently $50).

d. **Compliance with Declaration.** Other than as addressed in the variance, the design, construction, repair and maintenance of any Improvement shall at all times be subject to all applicable provisions of the Declaration, including submittal to, and approval by, the Architectural Control Committee.

e. **Grandfathering.** Variances which have been previously approved by the Architectural Control Committee prior to the adoption of this Policy shall be permitted to continue so long as the applicable Owners execute a form of revocable or irrevocable License Agreement, as the case may be, upon request of the Architectural Control Committee, and pay the annual license fee. Thereafter, the continuing validity and existence of the variance upon a subsequent sale, lease or other transfer of an Owner's property shall be determined by reference to the terms and conditions of the related License Agreement.

4. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
5. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

6. **Deviations; Waiver.** The Architectural Control Committee and the Board may deviate from or waive all or any part of the policies or procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

7. **Amendment.** This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S CERTIFICATION:**

The undersigned, being the President of the Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on **7-9-2023**, and in witness thereof, the undersigned has subscribed his/her name.

**GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.,** a Colorado nonprofit corporation

By:

[Signature]  
President
LICENSE AGREEMENT
(Variances Involving Common Area - Revocable)

THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.

This License Agreement pertains to that certain policy and procedure adopted by the Board of Directors of The Greens at Kissing Camels Estates Townhome Homeowners Association, Inc. regarding the granting of variances by the Architectural Control Committee (the "Variance Policy").

I have requested of the Association that I be granted a variance from the provisions of the Declaration of Covenants with respect to an Improvement which pertains to or encumbers the Common Area. I understand that the same shall be deemed at all times to be a non-transferable, revocable license and right to use the Common Area only in accordance with any and all applicable terms and conditions of the Declaration, Articles of Incorporation and Bylaws of the Association, and all rules, regulations, policies and procedures adopted from time to time in accordance therewith, and Colorado law.

The variance can be generally described as follows: ____________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________.

The plans and specifications relating to the Improvement(s) are attached hereto as Exhibit A.

I understand this License is non-transferable and that, upon my sale, lease or other transfer of the Residence, this License and all rights hereunder shall terminate automatically unless or until it is renewed, or its transfer is otherwise approved, by the Board of Directors of the Association and any applicable renewal/transfer fee paid. I acknowledge and agree the Board has no obligation whatsoever, legal or equitable, to renew or approve a transfer of this License upon my sale, lease or other transfer of the Residence and that, in such event, the Association is entitled to require, and I hereby agree to, the removal of all or any portion of the Improvements at my expense at such time.

I further covenant and agree as follows:

   a) I shall abide by and comply with all terms and conditions of the Variance Policy and this License Agreement;
b) I shall cooperate with the Association during periods of landscape maintenance and watering to assure that the Improvements do not interfere with such operations, and I agree I may be assessed an additional landscaping fee if the Improvements cause special or additional expense to the Association;

c) I agree to indemnify and defend the Association from any claim, damage or liability which it may incur due to the Improvement constructed within the Common Area, including bodily injury and death suffered by any employee, contractor, guest, invitee or other person upon the Property;

d) I understand and agree that nothing contained herein shall override or supersede applicable provisions of the Variance Policy, the Declaration and/or the other governing documents of the Association as amended, revised and/or adopted from time to time, and I remain fully subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law; and

e) This license is conditioned upon my payment of an annual license fee in an amount as determined by the Association from time to time (currently $50).

This License Agreement shall commence only at such time as the Improvements described on Exhibit A, attached hereto, are completed in full conformance with any and all applicable provisions of the Association’s governing documents, including the Variance Policy, the Declaration and all rules and regulations adopted in accordance therewith. This License shall continue unless or until my Residence is sold, leased or otherwise transferred. Notwithstanding the foregoing, I further acknowledge and agree that the Association may, upon 30 days prior written notice, terminate, cancel or revoke this License in the event any provision of this License is breached or any provision of the Variance Policy underlying this License is breached.

I understand this License Agreement does not bestow upon me any legal title or leasehold interest whatsoever in or to real property contained within the Common Area.

This License Agreement shall run for the benefit of, and be binding upon, the parties hereto, their successors and assigns, including any other person or persons owning or occupying my Residence.

Understood and Agreed:

__________________________________________  ______________________________________
Homeowner                                                                 Homeowner

__________________________________________  ______________________________________
Date                                                                                       Date
Address

Phone

E-Mail

=================================================================================

GREENS AT KISSING CAMELS ESTATES
TOWNHOMES HOMEOWNERS
ASSOCIATION, INC., a Colorado nonprofit corporation

By: __________________________
    President
EXHIBIT "A"

Plans and Specifications for Improvements
LICENSE AGREEMENT
(Variances Involving Common Area - Irrevocable)
THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.

This License Agreement pertains to that certain policy and procedure adopted by the Board of Directors of The Greens at Kissing Camels Estates Townhome Homeowners Association, Inc. regarding the granting of variances by the Architectural Control Committee (the "Variance Policy").

I have requested of the Association that I be granted a variance from the provisions of the Declaration of Covenants with respect to an Improvement which pertains to or encumbers the Common Area. I understand that, except as otherwise provided herein, the same shall be deemed at all times to be an irrevocable and fully transferable right and license to use the Common Area in accordance with any and all applicable terms and conditions of the Declaration, Articles of Incorporation and Bylaws of the Association, and all rules, regulations, policies and procedures adopted from time to time in accordance therewith, and Colorado law.

The variance can be generally described as follows:

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

The plans and specifications relating to the Improvement(s) are attached hereto as Exhibit A.

This License shall not be transferable separate and apart from the transfer of title to my Residence but, upon such sale, lease or other transfer of the Residence, this License and all rights hereunder shall benefit and become binding upon my successors and assigns.

I further covenant and agree as follows:

a) I shall abide by and comply with all terms and conditions of the Variance Policy and this License Agreement;

b) I shall cooperate with the Association during periods of landscape maintenance and watering to assure that the Improvements do not interfere with such operations, and I agree I may be assessed an additional landscaping fee if the Improvements cause special or additional expense to the Association;
c) I agree to indemnify and defend the Association from any claim, damage or liability which it may incur due to the Improvement constructed within the Common Area, including bodily injury and death suffered by any employee, contractor, guest, invitee or other person upon the Property;

d) I understand and agree that nothing contained herein shall override or supersede applicable provisions of the Variance Policy, the Declaration and/or the other governing documents of the Association as amended, revised and/or adopted from time to time, and I remain fully subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law; and

e) This license in conditioned upon my payment of an annual license fee in an amount as determined by the Association from time to time (currently $50).

This License Agreement shall commence only at such time as the Improvements described on Exhibit A, attached hereto, are completed in full conformance with any and all applicable provisions of the Association's governing documents, including the Variance Policy, the Declaration and all rules and regulations adopted in accordance therewith. Notwithstanding any other provisions of this License to the contrary, I acknowledge and agree that the Association may, upon 30 days prior written notice, terminate, cancel or revoke this License in the event any provision of this License is breached or any provision of the Variance Policy underlying this License is breached.

I understand this License Agreement does not bestow upon me any legal title or leasehold interest whatsoever in or to real property contained within the Common Area.

This License Agreement shall run for the benefit of, and be binding upon, the parties hereto, their successors and assigns, including any other person or persons owning or occupying my Residence.

Understood and Agreed:

_________________________________________  ______________________________________
Homeowner                                                                                        Homeowner

_________________________________________  ______________________________________
Date                                                                                             Date
Address

Phone

E-Mail

*************************************************************************************

GREENS AT KISSING CAMELS ESTATES
TOWNHOMES HOMEOWNERS
ASSOCIATION, INC., a Colorado nonprofit
corporation

By: ____________________________

President
EXHIBIT “A”

Plans and Specifications for Improvements
RESOLUTION
OF THE
GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES GOVERNING PETS AND PET
ENCLOSURES

SUBJECT: Pets and pet enclosures on the Property.

PURPOSE: To adopt a policy and procedures regarding the maintenance, care,
control and supervision of pets and other animals which may
visit or be kept upon the Property.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the
Association, and Colorado law.

EFFECTIVE DATE: January 1, 2009

RESOLUTION: The Association hereby adopts the following Policy and
Procedures with regard to pets and other animals which may visit
or be kept upon the Property:

1. **Nature and Number of Allowed Animals.** As stated in
Section 8.18 of the Declaration of Covenants governing the
Property, no animals, except a reasonable number of domesticated
dogs, cats, birds or other bona fide domesticated pets, shall be
permitted on any Lot. Except in extenuating circumstances (and
even then, only with the approval of the Board), a “reasonable”
number of dogs and cats shall be no more than three (3) in the
aggregate. Whether or not an animal constitutes a “domesticated”
aminal shall also be determined at the sole discretion of the Board.

2. **Size, Weight, Behavior of Animals.** No animal of any kind
shall be permitted upon the Property which makes an unreasonable
amount of noise or odor, or is a nuisance or health or safety risk to
neighbors or the neighborhood. The size or weight of an animal
shall not be determinative in the application of this Policy, but may
be given due consideration.

3. **Owner Control.** Animals shall not be permitted to run loose
on the Property. Instead, all animals must be on a leash or
otherwise under Owner control (such as through voice command)
at all times when outside of the Owner's Residence. If an animal
should run loose, the Owner thereof shall be responsible for all
costs associated with the animal being picked up or brought under
control. Owners are reminded that animals are not allowed on the golf course.

4. **Chaining, Staking, Fencing and Other Restraint of Animals.** Chaining, fencing, staking and the use of other methods to restrain animals while outside of an Owner’s Residence shall not be permitted except with the approval of the Board. The Board may also approve other restraining devices or methods for the control and restraint of animals.

5. **Dog Runs and Enclosures.** The Board, in its sole discretion, may approve dog runs and enclosures for the maintenance and restraint of animals.

   a. **Application.** Any Owner desiring permission to construct a pet enclosure shall make application to the Board, such application to be accompanied by a one-time, nonrefundable application fee in an amount as determined appropriate by the Association from time to time (currently $150).

   b. **License.** Prior to approving a pet enclosure, the Board shall contact, and solicit input from, Owners of adjoining Residences. If approved by the Board, pet enclosures shall be constructed under license from the Association pursuant to such form of License Agreement as may be adopted by the Board from time to time.

      i. **License Fee.** All licenses granted by the Association for pet enclosures shall be subject to an annual license fee in an amount as determined appropriate by the Association from time to time (currently $50).

      ii. **Nontransferable; Revocable.** All licenses granted by the Association shall be revocable and non-transferable and shall terminate automatically upon the sale, lease or other transfer of an Owner’s Residence.

   c. **Size; Location.** Pet enclosures shall be no more than 150 square feet, and shall be located only on the side of a Residence, not in the front or back of a Residence. No such enclosure shall extend more than half the distance toward an adjoining Residence.
d. **Compliance with Declaration.** Pet enclosures constitute "Improvements" as defined in the Declaration, and their design, construction, repair and maintenance is subject to all applicable provisions of the Declaration, including submittal to, and approval by, the Architectural Control Committee.

e. **Landscaping.** Owners shall install landscaping as required and approved by the Architectural Control Committee to screen pet enclosures from streets and roadways within the Project and from the golf course.

f. **Maintenance of License Area.** Since pet enclosures will exist in the Common Areas of the Property, all landscaping, watering and maintenance pertaining to the area within the pet enclosure will remain the responsibility of the Association; provided, however, an Owner may be assessed an additional landscaping fee if such Owner's pet enclosure causes special or additional expense to the Association.

g. **Grandfathering.** Pet enclosures which have been previously approved by the Association prior to the adoption of this Policy shall be permitted to remain so long as the applicable Owners execute a form of License Agreement upon request of the Board and pay the annual license fee. Upon execution of the License Agreement, the continuing validity and existence of the variance upon a subsequent sale, lease or other transfer of an Owner's property shall be determined by reference to the terms and conditions of the License Agreement.

6. **Pedestrian Access to Reservoir Area.** The Board recognizes there is currently a 30' utilities easement over and across a portion of the northwest end of the Property, and it deems it advisable that Owners be encouraged to use such easement area for pedestrian and pet access to the nearby reservoir; provided, however, Owners are advised that passage across the golf course to the reservoir will remain at the discretion of the legal owner of the golf course, as will access to and around the reservoir itself.

7. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
8. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

9. **Deviations; Waiver.** The Board may deviate from or waive all or any part of the policies or procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

10. **Amendment.** This policy may be amended from time to time by the Board of Directors.

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**PRESIDENT'S CERTIFICATION:**

The undersigned, being the President of the Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on ______________ 7-9-2009__, and in witness thereof, the undersigned has subscribed his/her name.

**GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.,** a Colorado nonprofit corporation

By: ____________________________  President
LICENSE AGREEMENT
(Pet Enclosure)

THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.

This License Agreement pertains to that certain policy and procedure adopted by the Board of Directors of The Greens at Kissing Camels Estates Townhome Homeowners Association, Inc. regarding the maintenance and supervision of pets and other animals at The Greens at Kissing Camels Estates (the “Pet Policy”).

I have requested of the Association that I be allowed to construct within the Common Area a pet enclosure. I understand that the same shall be deemed at all times to be a non-transferable, revocable license and right to use the Common Area only in accordance with any and all applicable terms and conditions of the Declaration, Articles of Incorporation and Bylaws of the Association, and all rules, regulations, policies and procedures adopted from time to time in accordance therewith, and Colorado law.

The plans and specifications relating to my proposed (or existing) pet enclosure Improvements are attached hereto as Exhibit A.

The pet(s) which will use the pet enclosure are (please identify by name/breed):

________________________________________

________________________________________

I understand this License is non-transferable and that, upon my sale, lease or other transfer of the Residence, this License and all rights hereunder shall terminate automatically unless or until it is renewed, or its transfer is otherwise approved, by the Board of Directors of the Association and any applicable renewal/transfer fee paid. I acknowledge and agree the Board has no obligation whatsoever, legal or equitable, to renew or approve a transfer of this License upon my sale, lease or other transfer of the Residence and that, in such event, the Association is entitled to require, and I hereby agree to, the removal of all or any portion of the Improvements at my expense at such time.

I further covenant and agree as follows:

a) I shall abide by and comply with all terms and conditions of the Pet Policy and this License Agreement;

b) I shall allow the pet enclosure to be used only for the pet(s) described above;

c) I shall assure the pet enclosure is cleaned and maintained in such a manner so as to avoid odors or unsightly conditions from impacting my neighbors;
d) I shall assure my pet does not bark or in any other manner unreasonably interfere with my neighbors use and enjoyment of their property;

e) I shall cooperate with the Association during periods of landscape maintenance and watering to assure that any pet contained within the enclosure does not interfere with such operations, and I agree I may be assessed an additional landscaping fee if the pet enclosure causes special or additional expense to the Association;

f) The Association shall not be liable or responsible in any manner whatsoever for the conduct or behavior of any pet contained within the pet enclosure, and I agree to indemnify and defend the Association from any claim, damage or liability which it may incur due to the conduct or behavior of the pet while in the enclosure, including bodily injury and death suffered by any employee, contractor, guest, invitee or other person upon the Property;

g) I understand and agree that nothing contained herein shall override or supersede applicable provisions of the Pet Policy, the Declaration and/or the other governing documents of the Association as amended, revised and/or adopted from time to time, and I remain fully subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law; and

h) This license is conditioned upon my payment of an annual license fee in an amount as determined by the Association from time to time (currently $50).

This License Agreement shall commence only at such time as the Improvements described on Exhibit A, attached hereto, are completed in full compliance with any and all applicable provisions of the Association’s governing documents, including the Pet Policy, the Declaration and all rules and regulations adopted in accordance therewith. This License shall continue unless or until my Residence is sold, leased or otherwise transferred. Notwithstanding the foregoing, I further acknowledge and agree that the Association may, upon 30 days prior written notice, terminate, cancel or revoke this License in the event any provision of this License is breached or any provision of the Pet Policy underlying this License is breached.

I understand this License Agreement does not bestow upon me any legal title or leasehold interest whatsoever in or to the real property contained within the pet enclosure.

This License Agreement shall run for the benefit of, and be binding upon, the parties hereto, their successors and assigns, including any other person or persons owning or occupying my Residence.

**Understood and Agreed:**

<table>
<thead>
<tr>
<th>Homeowner</th>
<th>Date</th>
<th>Homeowner</th>
<th>Date</th>
</tr>
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GREENS AT KISSING CAMELS ESTATES
TOWNHOMES HOMEOWNERS
ASSOCIATION, INC., a Colorado nonprofit
corporation

By: ___________________________
    President
EXHIBIT "A"

Plans and Specifications for Pet Enclosure
RESOLUTION OF THE GREENS AT KISSING CAMELS ESTATES
TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

Dispute Resolution Policy

The undersigned, being the President of THE GREENS AT KISSING CAMELS ESTATES
TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation
(the "Association"), hereby certifies that the following Resolution was consented to, voted in
favor of, and adopted by the Board of Directors of the Association, at a duly called and held
meeting of the Board of Directors on February 20, 2009:

WHEREAS, the Board of Directors is empowered to govern the affairs of the
Association pursuant to Article V, Section 5.1 & Section 5.4 of the Declaration of Covenants,
Conditions, Restriction and Basements and Article 7, Section 7.1 of the Bylaws and;

WHEREAS, the Association established a dispute resolution policy in accordance with
Senate Bill SBO6-089 on or about January 1, 2007, for the purpose of resolving disputes not
brought to a satisfactory resolution under the Board of Directors' Covenant Enforcement
Procedures;

WHEREAS, the Board of Directors now desires to amend such policy in a further effort
to avoid costly and time consuming litigation.

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A
(hereafter referred to as "Dispute Resolution Policy; Binding Arbitration") shall be adopted and
hereby established as the policy of this Association;

IT IS FURTHER RESOLVED that this policy shall supersede the current "Dispute
Resolution Policy" which was adopted by the Board effective January 1, 2007, and remain in
effect until amended or hereby terminated by a majority vote of the Board of Directors; and

IT IS FURTHER RESOLVED that this policy shall take effect on January 1, 2009.

EXECUTED this ___ day of _____, 2009.

PRESIDENT'S
CERTIFICATION: The undersigned, being the President of The Greens at Kissing Camels
Estates Townhomes Homeowners Association, Inc. a Colorado nonprofit
corporation, certifies that the foregoing policy was adopted by the Board
of Directors of the Association, at a duly called and held meeting of the
Board of Directors on _________. 2009_____, in
witness thereof, the undersigned has subscribed his name.
EXHIBIT A

Dispute Resolution Policy; Binding Arbitration

As provided in Section 21.1 of the Declaration of Covenants, Conditions, Restrictions and Basements for The Greens at Kissing Camels Estates Townhomes, it is the policy of the Greens Homeowners Association to settle a dispute between Members, or between Members and the Association, or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Association Documents, by means other than litigation. In this regard, Section 21.1 allows for such dispute to be brought before, and resolved by, the Board of Directors of the Association.

If any such dispute cannot be resolved by the Board, it shall be the policy of the Greens Homeowners Association that, except in cases dealing with the collection of dues and special assessments, such dispute be resolved through binding arbitration in accordance with the following procedures, as the same may be amended from time to time:

1. The parties shall execute an arbitration agreement prior to the commencement of the arbitration process;
2. The parties shall employ the services of a trained arbitrator having some familiarity with the governance of community associations;
3. Unless the parties agree otherwise as part of the arbitration agreement described in subparagraph 1, above, the arbitration proceeding must be conducted in accordance with the appropriate rules then-existing of the American Arbitration Association;
4. The arbitration proceeding shall be conducted in Colorado Springs, Colorado;
5. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof;
6. In order to prevent irreparable harm, the arbitrator may grant temporary or permanent injunctive or other equitable relief for the protection of property rights;
7. The arbitrator shall not have the power to award punitive or exemplary damages unless the award of such damages is expressly permitted by agreement of the parties;
8. All costs and expenses of the arbitrator shall be shared equally by the parties;
9. Except where otherwise required by applicable law, each party shall bear its own attorney's fees associated with the negotiation, mediation and arbitration of any dispute; and
10. Unless the parties otherwise agree, any other costs and expenses shall be borne as provided by the rules of the American Arbitration Association.

The duty to arbitrate shall extend to any other officer, employee, shareholder, principal, agent, trustee in bankruptcy or otherwise, affiliate, subsidiary, third-party beneficiary or guarantor of a party hereto making or defending any claim which would otherwise be subject to this section.

If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccess fully opposes such proceedings shall pay all associated costs, expenses and attorney's fees which are reasonably incurred by the other party.
The Board of Directors shall annually review these Governance Policies to ensure their applicability, comprehensiveness and compliance with the Colorado Common Interest Ownership Act. These Governance Policies can be amended or expanded by a vote of the Board of Directors. In the event any material changes are made to these Governance Policies, Members of the Association shall be formally advised of such changes at the next scheduled Annual or Special Meeting of the Association.

EFFECTIVE DATE: January 1, 2009

PRESIDENT'S CERTIFICATION: The undersigned, being the President of The Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 7-9-2009, and in witness thereof, the undersigned has subscribed his name.

THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By:  
Its: President
8.18 Animals. No animals, except two (2) domesticated dogs (each not larger than sixty (60) pounds and not exceeding sixteen (16) in height at the withers) or two (2) domesticated cats, shall be permitted on any Townhome Lot, excepting fish or domesticated birds which may be kept in greater numbers. No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or otherwise is a nuisance to neighbors or the neighborhood. No animal shall be kept, bred, or maintained within the Property for any commercial purposes. All animals must be on a leash or under Owner control at all times when outside of the Owner's Residence. Animals shall not be permitted to run loose. If an animal should run loose, the Owner thereof shall be responsible for all costs associated with the animal being picked up or brought under control. No dogs or other pets shall be chained, kenneled or kept or restrained in any other manner on a Townhome Lot outside of the Residence, except the Architectural Control Committee, in its sole discretion, may approve dog runs or enclosures. In the event of an Owner's or Owner's Guest's repeated violations of these provisions or any other rules or regulations implemented by the Association with respect to pets, the Association may, in its sole and absolute discretion, order the permanent restraint or removal of the pet from the Owner's Townhome Lot and/or the Property.

GREENS CCR'S – PROPOSED REVISIONS TO SECTION 8.18:

8.18 Animals. All animals kept or permitted upon the Property shall at all times be subject to rules, regulations and guidelines adopted and promulgated from time to time by the Association. No animals, except two (2) domesticated dogs (each not larger than sixty (60) pounds and not exceeding sixteen (16) in height at the withers) or two (2) domesticated cats except a reasonable number of domesticated dogs, cats, birds or other bona fide domesticated pets, shall be permitted on any Townhome Lot. Except in extenuating circumstances (and even then, only with the approval of the Association Board), a “reasonable” number of dogs and cats shall be no more than three (3) in the aggregate. Whether or not an animal constitutes a “domesticated” animal shall be determined at the sole and absolute discretion of the Association.

No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or otherwise is a nuisance or health or safety risk to neighbors or the neighborhood. No animal shall be kept, bred, or maintained within the Property for any commercial purposes. Animals shall not be permitted to run loose on the Property, but instead all animals must be on a leash or under Owner control at all times when outside of the Owner's Residence. Animals shall not be permitted to run loose. If an animal should run loose, the Owner thereof shall be responsible for all costs associated with the animal being picked up or brought under control.

No dogs or other pets shall be chained, kenneled or kept or restrained in any other manner on a Townhome Lot outside of the Residence, except unless the Association Architectural Control Committee, in its sole and absolute discretion, has approved a dog runs or enclosures or other restraining devices or method for the control and restraint of the animal. In the event of an Owner's or Owner's Guest's repeated or willful violations of these provisions or any other rules or regulations implemented by the Association with respect to pets, the Association may, in its sole and absolute discretion, order the permanent restraint or removal of the pet from the Owner's Townhome Lot and/or the Property.
GREENS CCR’S – (“CLEAN”) VERSION OF SECTION 8.18, AS REVISED:

8.18 Animals. All animals kept or permitted upon the Property shall at all times be subject to rules, regulations and guidelines adopted and promulgated from time to time by the Association. No animals, except a reasonable number of domesticated dogs, cats, birds or other bona fide domesticated pets, shall be permitted on any Townhome Lot. Except in extenuating circumstances (and even then, only with the approval of the Association), a “reasonable” number of dogs and cats shall be no more than three (3) in the aggregate. Whether or not an animal constitutes a “domesticated” animal shall be determined at the sole and absolute discretion of the Association.

No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or otherwise is a nuisance or health or safety risk to neighbors or the neighborhood. No animal shall be kept, bred, or maintained within the Property for any commercial purposes. Animals shall not be permitted to run loose on the Property, but instead must be on a leash or under Owner control at all times when outside of the Owner’s Residence. If an animal should run loose, the Owner thereof shall be responsible for all costs associated with the animal being picked up or brought under control.

No dogs or other pets shall be chained, kenneled or kept or restrained in any other manner on a Townhome Lot outside of the Residence unless the Association, in its sole and absolute discretion, has approved a dog run or enclosure or other restraining device or method for the control and restraint of the animal. In the event of an Owner’s or Owner’s Guest’s repeated or willful violations of these provisions or any other rules or regulations implemented by the Association with respect to pets, the Association may, in its sole and absolute discretion, order the permanent restraint or removal of the pet from the Owner’s Townhome Lot and/or the Property.

D O G  S I Z E — T Y P O
GREENS CCR’S: PROPOSED AMENDMENT TO COVENANTS TO ADD A NEW SECTION 21.2 REQUIRING BINDING ARBITRATION FOR RESOLUTION OF DISPUTES

[Existing Section 21.1 – but italics indicate proposed additional language]:

21.1 Resolution by Board. If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Association Documents, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws or as otherwise adopted by the Board.

[Proposed New Section 21.2]:

21.2 Binding Arbitration. Notwithstanding any other provision of this Declaration to the contrary, and except as otherwise required by applicable law, if any dispute of the nature described in Section 21.1, above, cannot be resolved by the Board, such dispute shall be resolved through binding arbitration in accordance with policies and procedures duly adopted by the Board in accordance with CRS 38-33.3-124(3), as the same may be amended from time to time.