



# SHADOW CREEK

## SHADOW CREEK HOMEOWNERS ASSOCIATION

### RESOLUTION REGARDING RETRACTABLE AWNINGS

**WHEREAS:** The Shadow Creek Homeowners Association, Inc., a non-profit corporation recorded in Arapahoe County on October 19, 2001, record number 20011202684 and

**WHEREAS:** The Board of Directors serving as the governing body of the Community is empowered to make and enforce the Rules consistent with the rights, duties and terms and conditions established in the Declaration and the Bylaws of the Shadow Creek Homeowners Association according to Section 10.3.a of the Declaration of Covenants recorded on August 14<sup>th</sup> 2002 number B2148261 and

**WHEREAS:** The Association through the Executive Board of Directors and the Architectural Control Committee have a desire to specify the limits associated with the installation of retractable awnings in the Shadow Creek Homeowners Association.

**COMES NOW:** This resolution duly adopted by the Executive Board of Directors on September \_\_\_\_, 2008 effective October 15<sup>th</sup>, 2008 expounding on retractable awnings subject to the following conditions:

- Any retractable awning requires express written approval of the Architectural Control Committee prior to installation.
- Drawings of the proposed location, dimensions and samples of any materials must be submitted with the Architectural Improvement Request form.
- Metal or fiberglass awnings are not allowed.
- Color and materials must be compatible with the exterior colors of the building and community.
- Awning fabric will be made by Sunbrella for consistent quality and color schemes.
- Trim detail will be identical throughout the community.
- Awning will be allowed to extend to the end of the deck or patio.
- Awning must be free standing.
- Awning will be retracted when not in use and never open overnight.

Approval will be contingent upon the proper execution of a Shadow Creek Restrictive Covenant Agreement. Executed agreement will be recorded in with the Arapahoe County Clerk and Recorder. Such agreement will absolve the Association from maintenance repair, replacement or removal of the awning or subsequent damage to the common areas, landscape or buildings resulting from the installation, operation, maintenance, use or ownership of the device. Agreement will apprise current and

subsequent owners of the inherent structural and maintenance responsibilities consequential to the modification.

The Association reserves the right to determine when the awning must be repaired or replaced at the homeowner's expense due to weathering, age, damage or other deterioration.

This resolution may be amended or repealed from time to time as desired by the current and future Executive Boards for the Shadow Creek Homeowners Association in accordance with Federal Laws, State Statutes, Articles and Declaration of Covenants.

The undersigned does hereby approve:

_____	Title	Date
_____	Title	Date
_____	Title	Date
_____	Title	Date
_____	Title	Date