

El Paso County Clerk and Recorder:

Index in grantee's index under "Woodbridge Townhomes" and "Woodbridge Townhome Owners Association, Inc." and in the grantor's index under "Woodbridge Townhome Owners Association, Inc." and the names of each person executing this Declaration.

**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOODBIDGE TOWNHOMES**

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**EXHIBITS**

LEGAL DESCRIPTION .....	"A"
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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOODBIDGE TOWNHOMES**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodbridge Townhomes ("Declaration") is made effective upon recording.

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions of Woodbridge Townhomes was recorded on June 26, 1981, at Reception No. 00783229, with the El Paso County Clerk and Recorder and re-recorded August 17, 1981, at Reception No. 00798030, with the El Paso County Clerk and Recorder (the "Original Declaration") creating the community known as "Woodbridge Townhomes," which is governed and operated by the Association.

B. The Original Declaration established a common scheme and plan for the properties subject to it and to those properties conveyed to Owners consistent with the common scheme and plan.

C. The Original Declaration has been amended by those amendments and supplements recorded with the El Paso County Clerk and Recorder, as follows:

<u>Recording Date</u>	<u>Reception No.</u>
March 12, 1982	00851799
July 2, 1982	00881572
September 23, 1982	00903926
December 23, 1982	00930035
June 30, 1983	00995968
May 31, 1984	01121778

and any others of record.

D. Article XI, Section 7 of the Original Declaration, as amended, provides that the Original Declaration may be amended by the vote or approval of not less than 75% of the Members of all classes, provided, however, that (i) any section of the Original Declaration which requires a particular percentage of Owners and/or Mortgagees may be amended only by written consent of that percentage of those parties, and (ii) Article XI, Section 7 of the Original Declaration may only be amended by an instrument signed by 90% of the Members of all classes and 100% of all First Mortgagees. However, pursuant to C.R.S. Section 38-33.3-217, any Owner approval requirement over 67% is declared void as contrary to public policy. Accordingly, the Original Declaration may be amended by the vote or agreement of 67% of the Owners.

E. This Declaration does not change the allocated interests of the Lots and does not terminate the Community.

F. The purposes of the amendments in this Amended and Restated Declaration include, but are not limited to, the following:

- to clarify the allocation of maintenance responsibilities between the Association and the Owners;

- to clarify the allocation of insurance responsibilities between the Association and the Owners;
- to update restrictions in the Community;
- to delete declarant rights and responsibilities that are no longer applicable;
- to update provisions to allow the Association to efficiently operate the Community and deal with Community concerns; and
- to update the Original Declaration to comply with current state law.

G. Owners holding at least 67% of the total Association vote desire to amend the Original Declaration, and have approved this Amended and Restated Declaration in writing. Additionally, 100% of First Mortgagees have approved amending Article XI, Section 7 of the Original Declaration. Those approving this Declaration have determined it to be reasonable and not burdensome.

H. The Original Declaration, as amended, is replaced by this Declaration, provided that this does not replace the legal description in the Original Declaration and any supplements or annexations.

## ARTICLE 1. NAME

**Section 1.1** Name and Type. The type of common interest community is a planned community. The planned community's name is Woodbridge Townhomes. The Association's name is Woodbridge Townhome Owners Association, Inc.

**Section 1.2** Purposes. The Association's goals include preserving the value and desirability of the Community and the Lots and furthering the interests of the Owners and Residents of the Community.

## ARTICLE 2. DEFINITIONS

**Section 2.1** General. Terms used in these Governing Documents, as defined below, have their normal, generally accepted meanings or the meanings given in the Colorado Common Interest Ownership Act or the Colorado Revised Nonprofit Corporation Act, unless the context requires otherwise.

(a) Act means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq., as may be amended from time to time, to the extent it applies to communities created prior to July 1, 1992.

(b) Association means Woodbridge Townhome Owners Association, Inc., a Colorado nonprofit corporation and its successors. The Board of Directors will exercise all Association powers and conduct and manage all Association affairs, unless a particular power is expressly reserved to the Owners.

(c) Board or Board of Directors means the body responsible for management and operation of the Association. The term has the same meaning as executive board as defined in the Act.

(d) Bylaws mean the Bylaws of the Association.

(e) Common Area means all real property owned by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon, but excluding the Lots. Common Area means the same as common elements in the Act.

(f) Common Expenses mean the expenses and liabilities incurred or anticipated to be incurred by the Association including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Areas, and for fulfilling any of the Association's powers and duties.

(g) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing within the Woodbridge Townhomes Community. This standard may be more specifically determined by the Board of Directors.

(h) Community means all that property described in Exhibit "A." If there is any discrepancy between the description of the property in the Original Declaration, as amended, and Exhibit "A," the description in the Original Declaration will control.

(i) Declaration means this Amended and Restated Declaration, as may be amended and supplemented from time to time.

(j) Governing Documents mean this Declaration and its exhibits, the Association's Articles of Incorporation, Bylaws, Plat, Rules and Regulations, and Policies and Procedures, all as may be supplemented or amended from time to time.

(k) Improvement means every structure and all appurtenances thereto of every type and kind including, but not limited to, buildings, outbuildings, fixtures, utilities, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, pumps, wells, tanks, solar collectors, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electricity, solar energy, telephone, regular or cable television or other utilities.

(l) Lot means and refers to any of the separately numbered lots or plots shown upon any recorded subdivision Plat of the Community, together with all appurtenances and improvements, except the Common Area and any public streets or rights-of-way.

(m) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

(n) Mortgage Holder means the holder of any Mortgage.

(o) Owner means the record titleholder of a Lot within the Community, but does not include a Mortgage Holder.

(p) Person means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(q) Plat means the subdivision plat(s) for the Community as recorded, which plat(s) is a part of this Declaration.

(r) Policies and Procedures mean any instrument, as a part of any of the Governing Documents and/or separately adopted by the Association, required under the Act as responsible governance policies, and other policies as may be adopted by the Association. The definition of Policies and Procedures may include Rules and Regulations.

(s) Resident means any Person staying overnight in a Townhome for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year, and includes tenants.

(t) Rules and Regulations means any instrument adopted by the Association, as allowed for under this Declaration and the Act, for the regulation and management of the Community, Residents, Common Area and/or Lots, including any amendments or revisions.

(u) Townhome means the dwelling unit located on the Lot.

**ARTICLE 3. ASSOCIATION MEMBERSHIP AND ALLOCATION OF INTERESTS**

**Section 3.1** **Membership.** Every Person who is a record Owner of a fee interest in any Lot subject to this Declaration is a Member of the Association. Membership is appurtenant to, and may not be separated from, ownership of any Lot. Ownership of a Lot is the sole qualification for membership. No Owner, whether one or more Persons, will have more than one membership per Lot owned. Membership does not include Persons who hold an interest as security for the performance of an obligation, but granting a security interest will not terminate the Owner's membership.

**Section 3.2** **Allocated Interests.**

(a) **Voting.** The Owner(s) is entitled to one equally-weighted vote for the Lot. When more than one Person holds an ownership interest in any Lot, the vote for the Lot will be exercised as those Owners determine among themselves. If more than one Person seeks to exercise the vote, the vote allocated to the Lot will be suspended.

(b) **Common Expenses.** Except as provided elsewhere in the Governing Documents, the amount of all Common Expenses will be assessed equally against all the Lots .

**ARTICLE 4. EASEMENTS**

**Section 4.1** **Easements for Use and Enjoyment.** Owners and Residents have a right and non-exclusive easement of ingress and egress, and use and enjoyment in and to the Common Areas, subject to the following provisions:

(a) the Association's right to have access to the Lots to discharge its rights and obligations, under the Governing Documents, including without limitation, the maintenance responsibility of the Association;

(b) the Association's right to grant easements, leases and licenses across the Common Areas;

(c) the Association's right to dedicate or transfer all or any portion of the Common Areas subject to approval of Owners holding 67% of the total Association vote; and

(d) the Association's right to change the use of portions of the Common Areas or to close portions of the Common Areas.

Any Owner may delegate his right to use and enjoy the Common Areas and facilities located thereon to the members of his family, or other Residents and guests. If the Lot is leased, the Owner is deemed to have delegated these rights to the Residents of his Lot.

**Section 4.2** **Easement for Entry.** The Association has an easement to enter Lots for maintenance, emergency, security, or safety purposes. Except in an emergency situation, entry will be during reasonable hours and after reasonable notice to the Owner or Resident. For purposes of this section, an emergency justifying immediate entry into a Lot includes, but is not limited to, the following situations: a water or other utility leak; fire; strong foul odor; obvious insect infestation; or sounds indicating that a person or animal might be injured or sick and requires immediate medical attention. The Association has the right but not the obligation to enter a Lot for emergency, security, or safety purposes, and failure to exercise the easement right will not create liability to the Association.

**Section 4.3** **Support.** Every portion of a Lot and all Common Areas contributing to the support of an abutting Lot are burdened with a non-exclusive easement of support for the benefit of the abutting Lot.

**Section 4.4**        **Encroachments.** To the extent that any Lot or Common Area encroaches on any other Lot or Common Area, a valid easement for the encroachment exists. This easement does not relieve an Owner of liability in case of negligent or willful misconduct.

**Section 4.5**        **Utilities.** To the extent that any utility line, pipe, wire, or conduit serving any Lot(s) or the Common Areas lies wholly or partially within the boundaries of another Lot or the Common Areas, the other Lot(s) or the Common Areas are burdened with a non-exclusive easement for the use, maintenance, repair and replacement of the utility line, pipe, wire or conduit and the non-exclusive easement is in favor of the Lot(s) or Common Areas served.

**Section 4.6**        **Golf Course.** Ownership of a Lot or interest therein does not carry any right of access to or use of the golf course of The Country Club of Colorado.

## **ARTICLE 5.                    ASSESSMENTS**

**Section 5.1**        **Purpose of Assessment.** The Association has the power to levy assessments. Assessments for Common Expenses are used to fulfill the Association's obligations pursuant to this Declaration and to promote the common benefit and enjoyment of the Owners and Residents in the Community as may be more specifically defined and authorized from time to time by the Association.

**Section 5.2**        **Personal Obligation For Assessments.** Each Owner covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments; and (c) specific lot assessments established pursuant to the terms of this Declaration. These amounts are also the personal obligation of the Person who owned the Lot when the assessment fell due. The personal obligation to pay any past-due sums due the Association does not pass to a successor in title unless expressly assumed.

**Section 5.3**        **Lien.** All assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses), up to the maximum amount permitted by law, is a charge and a continuing lien upon the Lot against which each assessment is made. The Association has authority to record a notice of lien in the county's real property records evidencing the Association's lien. The Association's lien under this article is not subject to the provision of any homestead exemption as allowed under law. The lien has the priority set forth in the Act.

**Section 5.4**        **Payment of Assessments.** Assessments will be paid in the manner and on the dates the Association determines. Unless otherwise provided by resolution, the annual assessment will be paid in equal monthly installments due on the first day of each calendar month. No Owner is exempt from liability for or may withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Area, the Association's failure to provide services or perform its obligations, or inconvenience or discomfort arising from the Association's performance of its duties.

**Section 5.5**        **Specific Lot Assessments.** The Association has the power to levy specific lot assessments against Lots pursuant to this section as it deems appropriate.

(a)        Any expense or liability the Association incurs as a result of the willful, negligent or wrongful act of an Owner, Resident, family member, guest or invitee, or any breach of the Governing Documents by any of these parties, may be an assessment against the Lot.

(b)        Any expense benefiting fewer than all of the Lots may be assessed equitably against those Lots, according to the benefit received as determined by the Association. Except as provided in subsection (a) above, expenses incurred for the maintenance, repair or replacement of the Common Area will not be assessed as a specific lot assessment.

(c) Any expense related to utilities, including but not limited to water, sewer, gas and electricity, may be specifically assessed equitably among the Lots in proportion to use rather than equally, if use can be reasonably determined or estimated through means such as, but not limited to, separate metering or evaluation by an independent entity with expertise in making these determinations.

(d) Any expense related to insurance premiums may be assessed against Lots in proportion to risk.

**Section 5.6 Delinquent Assessments.** All assessments and related charges not paid on or before the due date are delinquent, and the Owner is in default.

(a) If any assessment, fine, or charge is not paid in full within 30 days of the due date, or any later date specified in the Association's collection policy:

(i) a late charge in an amount specified in the Association's collection policy may be imposed without further notice or warning;

(ii) interest at the rate specified in the Association's collection policy may be imposed without further notice or warning; and

(iii) upon 30 days' written notice, the Association may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner loses the privilege of paying assessments and charges in installments for that fiscal year, unless the Association, in its sole discretion, reinstates the privilege.

(b) If any assessments, fines or other charges remain unpaid more than 30 days after the due date, the Owner's right to vote will be automatically suspended until all amounts owed are paid in full, and the Association may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Colorado law, including reasonable attorney's fees. Enforcement under this section is not dependent upon or related to other restrictions and/or other actions.

(c) If partial payment of assessments or other charges are made, the amount received will be applied as specified in the Association's collection policy.

(d) The Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay the delinquent assessments or related charges and may foreclose its lien against the Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for delinquent assessments or related charges may be commenced and pursued without foreclosing, or in any way waiving, the Association's lien.

(e) The Association's lien foreclosure or attempted foreclosure does not preclude the Association from foreclosing its lien again for any subsequent delinquent assessment or related charges. The Association may bid on or purchase any Lot at foreclosure or other legal sale, and acquire and hold, lease, mortgage, convey or otherwise deal with the Lot. If a lien foreclosure action is filed, and an Owner abandons or vacates his Lot, the Association may apply for the appointment of a receiver for the Lot without prior notice to the Owner. The Association's rights are expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent provided under the Act.

**Section 5.7 Budget and Assessment.**

(a) Prior to the beginning of each fiscal year, the Association will prepare a budget covering the estimated costs of operating the Community during the coming year, including an annual reserve contribution for replacement of improvements that are the Association's responsibility, and establish the annual assessment or installments for the coming year. The Association will deliver a

summary of the budget to each Owner within 90 days after adopting the budget and set a date for an Association meeting to consider the budget, which meeting will occur within a reasonable time after delivery of the budget summary. The budget and the assessment will become effective unless disapproved at a duly called Association meeting by a majority of the total Association vote; provided, however, if a quorum is not obtained at the meeting called to ratify the budget, the budget will become effective even though a vote to disapprove the budget could not be called at this meeting. If the membership disapproves the proposed budget or the Association fails for any reason to determine the budget for the succeeding year, then until a new budget is determined, the budget in effect for the current year will continue.

(b) The Association may propose a new budget at any time during the year. The approval procedure set forth in this section for budgets will also apply to a new budget proposed by the Association.

(c) The budget will not operate as a limitation on expenditures by the Association, but is an estimate of Common Expenses on which the Association bases the annual assessments.

**Section 5.8** Special Assessments. In addition to the annual assessment provided for above, the Association may, at any time, and in addition to any other rights it may have, propose a special assessment against all Owners in accordance with the meeting and notice procedures set forth above. Any special assessment (except as provided in this Declaration regarding repair or reconstruction of casualty damage to or destruction of all or part of the Community) will become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the meeting, the special assessment will become effective even though a vote to disapprove the special assessment could not be called at this meeting. The special assessment may be payable in installments, as determined by the Association, and/or may provide for a discount for a lump sum payment.

**Section 5.9** Statement of Account. The Association will furnish to an Owner or the Owner's designee or to a holder of a security interest or its designee a statement setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The Association will deliver the statement personally or by certified mail, first-class postage prepaid, return receipt requested to the inquiring party within 14 calendar days after the Association's registered agent receives the request by personal delivery or by certified mail, first-class postage prepaid, return receipt requested. The information contained in the statement, when signed by the Association's treasurer or managing agent, if any, will bind the Association, the Board, and every Owner as to the person or persons to whom the statement is issued and who rely on it in good faith. The Association may establish a reasonable fee relating to the statement, which may incorporate any fees imposed by a managing agent.

**Section 5.10** Surplus Funds and Common Profits. Surplus funds from whatever source will be applied to the payment of Common Expenses. Any funds remaining after application will, at the option of the Association, be: (a) added to the Association's capital reserve account; (b) distributed to the Owners; or (c) credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Lot.

**Section 5.11** Borrowing. The Association has the power to borrow money and assign future income, including the right to assign its right to receive Common Expense assessments, but only upon the affirmative vote of at least 67% of the total association vote at a duly constituted meeting called for that purpose, or by ballot in lieu of a meeting as provided for in the Bylaws.

## **ARTICLE 6. MAINTENANCE RESPONSIBILITY**

**Section 6.1** By the Owner. Each Owner is obligated to maintain, repair and replace or improve and keep in good repair all portions of his Lot except any portion of a Lot which is expressly made the Association's obligation as set forth in this article. This obligation includes responsibility for the following:

- (a) all glass surfaces (including exterior cleaning);
- (b) windows, window casings and locks, and screens;
- (c) exterior window frames and screens;
- (d) all doors, doorways, door frames, and hardware that are part of the entry system of the Lot (except for periodic painting or staining of the exterior surface of entry doors and door frames);
- (e) all pipes, lines, ducts, conduits, or other apparatus which serve only the Lot from the point where the lines enter the Lot (including all electricity, water or sewer pipes, lines, ducts, conduits, or other apparatus serving only the Lot);
- (f) any fireplace (including the chimney, flue and firebox, but excluding chimney caps which will be an Association responsibility);
- (g) all communications, television, telephone, cable and electrical lines, receptacles and boxes serving only the Lot, whether located within or outside the boundaries of the Lot;
- (h) window wells and covers;
- (i) skylights;
- (j) sump pump located within or serving the Lot;
- (k) crawlspace;
- (l) attic;
- (m) hot water heaters and associated pipes, lines, ducts, conduits or other apparatus which serve the Lot, whether located within or outside the boundaries of the Lot;
- (n) all structural elements of the Townhome, including the foundation;
- (o) garage, garage door (except painting the exterior surface of garage door) and garage door openers;
- (p) any portion of the heating and air conditioning systems including the air conditioning compressor and fan coil serving the Lot, whether located within or outside the boundaries of the Lot;
- (q) control and removal of pests and critters; and
- (r) any improvements to the Lot and/or the Common Area made by the Owner or the Owner's predecessor. Every Owner is responsible to determine what improvements have been made to the Lot and/or associated Common Areas by any predecessor-in-interest.

**Section 6.2**            **Additional Owner Responsibilities**. In addition, each Owner will have the responsibility:

- (a) to perform his responsibility in a manner so as not to unreasonably disturb other persons in other Lots;
- (b) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible;

(c) to pay for the cost of repairing, replacing, or cleaning up any component of the Community which, although the responsibility of the Association or another Owner, is necessitated by reason of the willful, negligent or wrongful act of the Owner, Resident, family member, guest or invitee, with the cost to be added to the Owner's next chargeable assessment;

(d) to repair incidental damage to another Lot or the Common Area, resulting from performance of work that is the Owner's responsibility. Such repair and subsequent cleaning will be performed based upon a reasonableness standard.

Any maintenance, repair or replacement performed on or to the Lot or Common Area by an Owner or Resident which is the Association's responsibility (including, but not limited to, landscaping of Common Area) will be performed at the Owner's sole expense and the Owner will not be entitled to reimbursement from the Association even if the Association accepts the work.

**Section 6.3            By the Association.**

(a) The Association will maintain and keep in good repair as a Common Expense all Common Areas and the portions of the Lot as identified below ("Areas of Common Responsibility"):

- (i) maintain, repair and replace walkways and sidewalks to front doors;
- (ii) paint, maintain, repair and replace siding on the exterior of the buildings;
- (iii) maintain, repair and replace roofs, roof decking, gutters and downspouts;
- (iv) maintain, repair and replace trees, shrubs, grass and other landscaping on the Common Area;
- (v) scheduled painting or staining of the exterior surface of entry doors and door frames;
- (vi) all pipes, lines, ducts, conduits or other apparatus until the lines enter a Lot;
- (vii) all communications, television, telephone, cable and electrical lines, receptacles and boxes serving the Common Area; and
- (viii) existing drainage systems installed as part of the original construction or by the Association; provided, however, the Association has no obligation to install new or additional drainage systems on the Lots. The Association is not responsible for drainage on the Lots unless the Association alters drainage patterns on the Lots.

(b) The foregoing maintenance will be performed consistent with the Community-Wide Standard.

(c) If, during the course of performing its maintenance responsibilities, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and the maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform the work on Owner's behalf and at the Owner's sole expense, without prior notice to the Owner, the maintenance repair or replacement being deemed an emergency situation.

(d) If the Association determines that the need for maintenance, repair or replacement of the Common Area is caused through the willful or negligent act of any Owner or Resident or their family, guests, lessees, or invitees, the Association may assess the cost of the maintenance,

repair, or replacement against the Owner's Lot, which cost becomes the Owner's personal obligation, a lien against the Lot, and collected as provided in this Declaration and the Association's collection policy.

**Section 6.4      Liability for Damage.**

(a)      The Association will repair incidental damage to any Lot resulting from performance of work that is the Association's responsibility. The repair and subsequent cleaning will be performed based on a reasonableness standard. In performing its responsibilities, the Association has the authority to delegate any of its duties.

(b)      The Association is not liable for injury or damage to person or property caused by any other person, or resulting from any utility, rain, snow or ice that may leak or flow from any portion of the Areas of Common Responsibility, except for injuries or damages arising after the Owner notified the Association of a specific leak or flow and the Association failed to exercise due care to correct the leak or flow. For example, the Association is not liable for mold in the Townhome resulting from an unreported leak. The Association is not liable for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this article where the damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

**Section 6.5      Owner Maintenance Related to Insurance Purchased by the Association.**

(a)      To decrease the possibility of fire or other damage in the Community, reduce the Association's insurance premium, or otherwise assist the Association in procuring or maintaining insurance coverage, the Association, by resolution, may require all or any Owner(s) to do any act or perform any work involving portions of the Community which are the Owner's maintenance responsibility. This authority includes measures the Association may reasonably require if the cost of the work does not exceed three times the monthly assessment in any 12 month period. The Association's rights under this section are in addition to any other rights the Association may have.

(b)      If any Owner does not comply with any requirement made pursuant to this section, the Association, upon 15 days' written notice (during which period the Owner may perform the required act or work without further liability), may perform the required act or work at the Owner's cost. The cost will be added to and become a part of the Owner's assessment and will be the Owner's personal obligation and a lien against the Lot to be collected as provided in this Declaration.

(c)      The Association has all rights necessary to implement the requirements it mandates, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Resident, except that access may be had at any time without notice in an emergency situation.

**Section 6.6      Failure to Maintain.**

(a)      If the Association determines that any Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair, replacement or improvement of items for which he is responsible, then it may give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide the necessary work at the Owner's sole cost and expense. The notice will set forth with reasonable particularity the maintenance, repair, or replacement the Association deems necessary.

(b)      Unless the Association determines that an emergency exists, the Owner will have ten days to complete the work, or if the work is not capable of completion within this time period, to commence replacement or repair within ten days. If the Association determines that: (a) an emergency exists, or (b) that an Owner has not complied with the demand given by the Association, then the Association may perform the maintenance, repair, or replacement at the Owner's sole cost and expense,

and the costs will be added to and become a part of the Assessment to which the Owner is subject, will become the personal obligation of the Owner and a lien against the Lot, and will be collected as provided in this Declaration for the collection of assessments.

**Section 6.7            Party Wall Maintenance and Covenants.**

(a) Each wall built as part of the original construction of the Townhome or Lots which serves and separates any two adjoining Lots or Townhomes is a party wall ("Party Wall"). The cost of maintenance, repair, alteration, improvement and replacement of each Party Wall is to be shared equally by the Owners of the Lots adjoining such Party Wall.

(b) The Owner's right to contribution from another Owner pursuant to this Declaration is appurtenant to the land and such rights and obligations pass to the Owners' successors in title.

(c) If a Party Wall is destroyed or damaged by fire or other casualty, any Owner whose Lot adjoins the Party Wall may repair or restore it, and the other Owner is to immediately upon receipt of written demand, pay his or her portion of such costs to the Owner making the restoration or repair.

(d) Regardless of the above terms and provisions, an Owner who, by his negligent or willful act, causes the Party Wall to be exposed to the elements or damaged in any manner will bear the whole cost of furnishing the necessary protection against such elements or of making the necessary repairs or restoration.

(e) Penetrations for loud speakers or other improvements are prohibited.

(f) In the event of a dispute, the aggrieved Owner will seek redress personally and the Association will not be obligated to enforce this section on any Owner's behalf.

**ARTICLE 7.            COVENANTS AND USE RESTRICTIONS**

**Section 7.1            Owner Responsibility for Compliance.** Each Owner is responsible for ensuring that the Owner's family, guests, and Residents comply with all provisions of the Governing Documents. Each Owner and Resident will endeavor to observe and promote the purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, or Residents as a result of the person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner.

**Section 7.2            Use of Lots.**

(a) **Residential /Business Use.** Except as provided below, each Lot will be used for residential purposes only. No trade or business of any kind may be conducted in or from a Lot or any part of the Community, except that the Owner residing in the Townhome, or the Resident, may conduct ancillary business activities within the Lot so long as the business activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of the Lot;

(ii) does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Townhome without business activity;

(iii) is legal and conforms to all zoning requirements;

(iv) does not increase traffic in the Community in excess of what would normally be expected for Townhomes in the Community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other similar delivery services);

(v) does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(vi) is consistent with the Community's residential character, and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Residents, as determined by the Association; and

(vii) does not result in a materially greater use of Common Area or Association services.

The terms "business" and "trade," as used in this section, have their ordinary, generally accepted meanings, and include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity.

(b) **Occupancy.** If an Owner is a corporation, partnership, trust or other legal entity, the entity will designate in writing to the Association the name(s) of the natural person(s) who will occupy the Lot. The designated person(s) to occupy the Lot may not be changed more frequently than once every six months without the express written consent of the Association.

**Section 7.3 Leasing.** The Community is intended to be an owner-occupied community. However, any Owner has the right to lease or allow occupancy of a Lot upon terms and conditions the Owner deems advisable, subject to restrictions of this Declaration, any other restrictions of record, and the following:

(a) "Leasing" for the purposes of this Declaration is defined as the regular, exclusive occupancy of a Lot by any Person other than the Owner, with or without consideration.

(b) Leases will be for or of the entire Lot.

(c) Occupancies of Lots for less than 90 consecutive days are prohibited without the Association's prior written approval.

(d) All leases will be in writing and will provide that the lease is subject to the Governing Documents. The Association has the authority to require a particular lease form or addendum to implement the provisions of this section. Owners are required to provide Residents with copies of the current Declaration and Rules and Regulations.

(e) Each Owner who leases his Lot will provide the Association, upon request, a copy of the current lease (lease amount may be redacted) and tenant information, including the names of all Residents, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(f) All leases will state that the failure of the Resident or guests to comply with the Governing Documents is a default of the lease and this Declaration.

(g) All leases are subject to the Association's right to remove and/or evict the Resident for failure to comply with the Governing Documents. If the Association requests that the Owner

evict the Resident, and the Owner fails to commence action within 30 days of the date of the Association's written request and notice, the Association may commence eviction proceedings. If Owner fails to comply with the request to evict, the Owner delegates and assigns to the Association the power and authority to evict the Resident as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the Resident, any costs, including but not limited to, attorney fees incurred and court costs associated with the eviction, will be an assessment and lien against the Lot.

(h) All Owners who reside at a place other than the Lot will provide to the Association an email address, physical address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. The Owner is solely responsible to keep this information current.

(i) If a Lot is leased or occupied in violation of this section or if the Owner or Resident violates the Governing Documents, the Association will be authorized, in addition to all other available remedies, to levy fines against the Resident and/or Owner, and to suspend all voting privileges.

**Section 7.4**      **Use of Common Area.** There will be no obstruction of the Common Areas, nor will anything be kept, parked, or stored on or removed from any part of the Common Areas without the Association's prior written consent, except as specifically provided for in the Governing Documents. The Association may remove unattended personal property from the Common Areas. The Association will not be liable to the Owner or his Residents, guests, family members and invitees, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Area. Use of the Common Area is subject to the Rules and Regulations.

**Section 7.5**      **Use of Porches, Patios and Decks.**

(a) Front porches and sidewalks will remain clear and unobstructed. Objects other than potted plants and patio furniture, except as the Association may authorize, will not be placed on a porch, patio or deck.

(b) Gas, propane and electric grills are permitted; however, no charcoal grills, smokers, fire pits, tiki torches or other devices involving open flames may be operated within 10 feet of any building or residence in the Community. The Association may adopt Rules and Regulations that further define which open flame devices are prohibited, and designate approved use and storage areas for any permitted open flame device.

**Section 7.6**      **Use of Garages.**

(a) Garages will be used primarily to store vehicles and any other personal property belonging to the Owner or Resident. Garages may not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code. If hazardous substances are stored, used, generated or disposed of in the garage, or if the garage becomes contaminated in any manner for which the Owner or Resident thereof is legally liable, Owner or Resident will indemnify and hold harmless the Association and Board of Directors from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorney's fees, consultant and expert fees, arising as a result of that contamination by Owner or Resident.

(b) No garage door or other obstructions to the entry of a garage space will be so constructed, installed, attached, placed or maintained as to prevent, hinder or limit access to public utility meters by any public utility company employee for the purpose of reading such public utility meters.

(c) Garage doors are to be kept closed at all times except when in immediate use or operation for ingress or egress of vehicles, equipment and the like, or as otherwise provided in subsection (b), above.

**Section 7.7**      **Compliance with Laws.** Nothing may be done or kept in the Community or part of the Community that would violate any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or that would increase Common Expenses.

**Section 7.8**      **Prohibition of Nuisance.**

(a)      The Townhomes share common walls. As a result, noise and vibration may be detectable between Lots. An Owner or Resident may not conduct activities in a manner that unreasonably interferes with or causes unreasonable disruption to another Owner's or Resident's use and quiet enjoyment of the Lot.

(b)      Noxious, destructive, offensive or unsanitary activities may not be carried on within the Community. No Owner or Resident may use or allow the use of the Lot or any portion of the Community at any time, in any way, that may endanger persons or property, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Residents, or constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Residents a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment.

(c)      Nothing in this section will be construed to affect the rights of an aggrieved Owner or Resident to proceed individually against a violator for relief from interference with his property or personal rights. The Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their rights before the Association intervenes and commences enforcement action. No aggrieved Owner or Resident will have a claim against the Association for failure to enforce the provisions of this section if the aggrieved Owner or Resident has not personally pursued all available remedies against the violator for redress provided under Colorado law.

(d)      Specific unauthorized and unreasonable annoyances or disturbances will include, but are not limited to, the following:

(i)      fighting, screaming, shouting, excessively loud talking, or playing music or television, raucous behavior or insobriety either outside a Lot at any time or within a Townhome if the conduct can be heard in another Townhome;

(ii)      using any alarm, equipment, or device, mechanical or otherwise, that creates or produces excessively loud sounds or any vibrations either outside a Townhome at any time or within a Townhome if the sounds can be heard or vibrations felt in another Townhome;

(iii)      threatening or intimidating conduct towards any Resident, guest or pet in the Community;

(iv)      conduct that creates any danger or risk of injury to others or damage to property in the Community;

(v)      conduct that creates any noxious or offensive odor if the odors can be detected in another Lot;

(vi)      incessant or excessive pet noises, including dog barking, if the conduct can be heard in another Townhome;

(vii) construction or similar activities on a Lot that can be heard within another Townhome between the hours of 9:00 p.m. and 7:30 a.m.;

(viii) similar action or activity that interferes with the peaceful use and enjoyment of another Lot or the Common Areas by any other Owner, members of his family, guests, invitees, or Residents; or

(ix) using or allowing the use of the Lot or the Common Areas in any manner that creates noise between the hours of 10:00 p.m. and 8:00 a.m. that can be heard in another Lot that will unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his family, guests, or Residents.

**Section 7.9            No Damage or Waste.**

(a) No Owner or agent of either may do any work that would jeopardize the soundness or safety of any structure within the Community, or would impair any easement or other interest in the Community.

(b) Damage to or waste of any portion of the Common Areas is prohibited. Each Owner and Resident will indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any damage or waste caused by the Owner or Resident, or the Owner's or Resident's guest, family member or invitee.

**Section 7.10        Pets.**

(a) An Owner or Resident may keep a reasonable number of generally recognized household pets. For purposes of this section, the following are not considered household pets and are expressly prohibited in the Community: poultry, fowl, bees, pigs, venomous snakes, or animals determined in the Association's sole discretion to be dangerous animals. The Association may adopt additional Rules and Regulations to supplement this section.

(b) No Owner or Resident may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet may be constructed or maintained on any part of the Common Areas. Pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Areas. Feces left by pets upon the Common Areas or on Lots, including the pet owner's Lot, must be removed promptly by the pet owner or other person responsible for the pet.

(c) Following notice and an opportunity for a hearing, the Association may require any pet that, in its opinion, endangers the health of any Owner or Resident or creates a nuisance or unreasonable disturbance, be permanently removed from the Community upon ten days' written notice.

(d) Any Owner or Resident who keeps or maintains any pet within the Community is deemed to agree to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining the pet within the Community.

**Section 7.11        Vehicles and Parking.**

(a) General. Parking is subject to the Rules and Regulations adopted by the Board. Each Lot has one garage. All vehicles are to be parked in the garage or driveways located on the Lot. No garage is to be used for storage if doing so prevents its use for parking the number of vehicles it is designed to hold. Owners and Residents may not park in designated guest parking spaces, unless the Board adopts Rules and Regulations allowing limited parking in such spaces.

(b) **Prohibited Vehicles.** Boats, trailers, jet-skis and trailers for same, oversized trailers, hauling trailers, panel trucks, buses, recreational vehicles (as may be defined in the Rules and Regulations) and commercial vehicles (as may be defined in the Rules and Regulations) are prohibited, unless parked wholly within a garage with the garage door closed. Emergency vehicles, as defined in the Act, are permitted in the Community. Notwithstanding the above, otherwise prohibited vehicles are allowed temporarily on the Common Areas during normal business hours for the purpose of serving any Lot or the Common Areas; provided, however, no such vehicle may remain on the Common Areas overnight or for any other purpose unless prior written consent of the Board is first obtained.

(c) **Unlicensed, Abandoned and Inoperable Vehicles.** No unlicensed vehicles may be parked on the Common Areas. No stored or abandoned or inoperable vehicles of any kind may be stored or parked on the Common Areas. An "abandoned or inoperable vehicle" is defined as any passenger car, truck, motorcycle, boat, trailer, camper house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which for a period of two days or longer, does not have an operable propulsion system installed therein, has one or more flat tires or has another condition preventing the regular and normal operation and movement of the vehicle. A vehicle will be considered "stored" if it remains in the same location in the Community for 14 consecutive days or longer without prior written Board permission.

(d) **Enforcement.** If any vehicle is parked on any portion of the Community in violation of this section or in violation of the Rules and Regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours, the vehicle may be towed. The notice will include the name and telephone number of the person or entity that will do the towing. If, 24 hours after such notice is placed on the vehicle, the violation continues, or occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle located in the Community is blocking another vehicle or garage, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice will be required and the vehicle may be towed immediately in accordance with the governmental regulations.

If a vehicle is towed in accordance with this section, neither the Association nor its directors, officers or agents will be liable to any person for any claim of damage resulting from the towing. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

**Section 7.12 Vehicle Repair.** Maintenance, repair, rebuilding, dismantling, repainting, or any kind of servicing of vehicles, trailers or boats may not be performed or conducted in the Community unless done within completely enclosed structures that screen the sight and sound of the activity from the street and from adjoining property.

**Section 7.13 Heating of Townhomes in Colder Months.** To prevent water pipes from breaking during colder months of the year, resulting in damage to the Community, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Townhomes must be maintained with the heat in an "on" position and at a minimum temperature setting of 55° Fahrenheit (except during power failures or periods when heating equipment is being repaired) whenever the temperature is forecasted to or does reach 32° Fahrenheit or below. Owners and Residents must take all reasonable steps on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the colder months when the heating equipment is not working properly, the Owner or Resident must immediately inform the Association of the equipment's failure and of the time needed to repair the equipment. The Association may fine any Owner up to three times the Lot's monthly assessment for violating this section, in addition to any other remedies of the Association.

**Section 7.14 Signs.** No signs, advertising posters, business placards or billboards of any kind may be erected, placed, or permitted to remain in the Community without the Association's prior

written consent, except as required by law or legal proceedings and the following: (a) one professionally lettered "For Rent" or "For Sale" sign may be placed in the window of the Townhome; (b) political signs and military service flags as permitted by Colorado law; and (c) patriotic display of American flags not exceeding four feet by six feet in size attached to a flagstaff on a Townhome. The Board has the right to erect reasonable and appropriate signs on behalf of the Association

**Section 7.15 Trash and Garbage.** All trash and garbage must be regularly removed from the Townhome and will not be allowed to accumulate on the Lot. Trash or garbage must not be placed on the Common Areas. Trash and garbage must be disposed of in appropriate sealed bags or containers and stored in the resident's garage. Due to wildlife concerns, trash and recycling receptacles may be placed outside for pick-up not earlier than the morning of the day of pick-up and will be removed by evening on the day of pick-up. All equipment for the storage and disposal of such materials will be kept in a clean and sanitary condition.

**Section 7.16 Unightly or Unkempt Conditions.** Activities that cause disorderly, unsightly, or unkempt conditions must not be pursued or undertaken on any part of the Common Areas.

**Section 7.17 Antennae and Satellite Dishes.** Satellite dishes, antennae or other devices for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation will not be erected, used or maintained by Owners or Residents on any portion of the Lot or Common Areas visible from the street except as allowed by federal law. However, the Association has the right to erect, construct and maintain these devices on the Common Areas. The Association may adopt rules regarding installation and location of permitted antennae, subject to applicable federal law.

**Section 7.18 Restriction of Marijuana Growth and Use.**

(a) No Owner, Resident or other Person may use the Lot or Townhome or any portion thereof for the purposes of growing, cultivating or distributing marijuana, including, but not limited to, medical marijuana as a caregiver for any person not residing on the Lot.

(b) Smoking of marijuana inside a Townhome is conditionally permitted only if ventilated in a manner so as not to have an offensive odor that can be detected in or from neighboring Lots or Townhomes. Marijuana use, by means other than smoking, is expressly allowed, subject to applicable law.

(c) An Owner or occupant may possess and grow up to the number of marijuana plants allowed by the Colorado Constitution for their personal use, if the plants are ventilated in a manner so as not to create an offensive odor that is detectable in or from neighboring Lots or Townhomes.

(d) No Lot or Townhomes may be used for the production or use of hash oil, whether for personal use or distribution.

(e) The restrictions in this section may be further clarified through Rules and Regulations adopted by the Board.

(f) Owners are responsible for any costs or damages resulting from a violation of this Section.

**Section 7.19 Rules and Regulations.** The Association may adopt, amend and repeal Rules and Regulations concerning and governing the Townhomes, Lots and Common Areas.

**Section 7.20 Use of the Words Woodbridge Townhomes, Woodbridge Townhomes Community, and Woodbridge Townhome Owners Association, Inc.** Without the Association's prior written consent, Owners or Residents will not use the words Woodbridge Townhomes, Woodbridge Townhomes Community, Woodbridge Townhome Owners Association, Inc., or the logo of the Community

or Association, if any, or any derivative thereof, if use is likely to cause confusion, mistake or deception, in the Association's sole discretion.

## **ARTICLE 8. ARCHITECTURAL CONTROLS**

**Section 8.1 Architectural Control Committee.** The Architectural Control Committee ("ACC") consists of three or more persons appointed by the Board of Directors. The Board of Directors may determine terms of office, fill vacancies, and may remove committee members, with or without cause. If the Board of Directors does not appoint committee members, the Board will serve as the ACC. The ACC may propose design guidelines from time to time, subject to the Board approval.

**Section 8.2 Approval Required.** No Owner will commence, place, erect, alter or demolish any Improvement to Property (as defined below) upon any portion of the Community without prior written approval.

**Section 8.3 Improvement to Property.** "Improvement to Property," requiring approval of the ACC, means and includes, without limitation: (a) construction, installation, erection or expansion of any building, structure or other Improvements, including utility facilities; (b) demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) grading, excavation, filling or similar disturbances to the land including, without limitation, change of grade, ground level, or drainage pattern; (d) landscaping, planting, clearing or removing of trees, shrubs, or grass; and (e) any change or alteration of any previously approved Improvement to Property by an Owner or Owner's predecessor-in-title, including any change of exterior appearance, color or texture.

**Section 8.4 Application Procedure.** The ACC may require that applications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed Improvement to Property, location and size of driveways, walls, windbreaks and grading plan, as well as any other materials and information as may be required by the ACC and/or set forth in separately adopted Rules, Regulations or design guidelines. Applications must be submitted to the Association's managing agent or other designated person. Applications will be reviewed at ACC meetings. Owners submitting applications are responsible for providing documentation to the ACC regarding harmony of external design, effective location and use of existing Improvements and proposed Improvements to Property, preservation of aesthetic beauty and conformity with specifications and purposes generally set forth in the Declaration and the Design Guidelines. The ACC may require submission of additional plans, specifications, or other information prior to approving or disapproving the application. Notwithstanding Section 8.8 below, until the ACC has received all required materials in connection with the application, it may postpone review of any materials submitted for approval.

**Section 8.5 Authority of Association to Engage Consultants.** The Board has the authority to select and engage professional consultants to assist in reviewing applications and/or to inspect any of the work performed. The cost of any consultants are to be paid by the submitting Owner, whether or not the application is approved. Prior to incurring consultant costs, the Association will notify the Owner of its belief that review and/or inspections by consultants are necessary. The Owner will then have the right to withdraw the submission. The Association may require payment of costs prior to review.

**Section 8.6 Architectural Review Criteria.** The ACC will exercise its reasonable judgment with the objective that proposed Improvements to Property conform to and harmonize with the existing surroundings, Residences, landscaping and structures. The ACC's approval on matters coming before it will not be unreasonably withheld, and actions taken will not be arbitrary or capricious. Criteria for approval include, but are not limited to: (a) conformity and harmony of exterior appearances with neighboring structures, including design compatibility and scale; (b) color and materials to be used; (c) location on the Lot; (d) relation to the natural environment; (e) street visibility; (f) preservation of aesthetic beauty and conformity with the specifications and purposes generally set out in this Declaration and in the Design Guidelines, if any; and (g) any other matter the ACC deems to be relevant or appropriate.

**Section 8.7 Variances.** The ACC may recommend reasonable variances or adjustments

from any conditions and restrictions imposed by the Governing Documents to overcome practical difficulties and unnecessary hardships resulting from the application of the conditions and restrictions contained in the Governing Documents. Any variance or adjustment recommended is subject to the Board of Director's written approval.

**Section 8.8**      **Reply and Communication**. The ACC will respond to an Owner's application within 30 days of receipt of the completed application and all information the ACC reasonably requires, provided that the response time will be 45 days if a variance is requested or required. If the ACC fails to respond to the application within this time frame, then the applicant may send written notice, via certified mail, to the Association president and the Association's managing agent, that the applicant intends to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 15 days of receipt of the applicant's notice, the approval will not be required and this article will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this article are satisfied, nothing herein authorizes anyone to construct or maintain any Improvement to Property that is otherwise in violation of the Governing Documents or of any applicable zoning or other laws.

**Section 8.9**      **Commencement of Approved Work**. All Improvements to Property approved by the ACC must be commenced within six months from the date of approval. If not commenced within this time, then approval expires, unless the ACC gives a written extension to start the work. At a mutually agreed time, the ACC or its representative is authorized to enter the Lot to inspect the ongoing and completed work. All work must be performed in accordance with the plans as approved by the ACC, including any conditions the ACC imposed.

**Section 8.10**      **Completion of Approved Work**.

(a)      All work approved by the ACC will be completed within 90 days from the date of commencement, unless the ACC otherwise agrees in writing. All approved Improvements to Property must be completed in their entirety, unless the ACC otherwise agrees in writing.

(b)      Upon completion, the Owner will give written notice of completion to the ACC. All applicable statutes of limitations will be tolled until the Association receives the written notice of completion.

**Section 8.11**      **Notice of Noncompliance**. The Committee will issue the owner a notice of non-compliance if work is done without prior approval, or is not performed in accordance with the approved application, or is not completed within the required time frame. Within 45 days and at the Owner's sole cost and expense, the Owner must correct items listed in the notice of non-compliance or restore the Lot to the condition that existed prior to the commencement of the work.

**Section 8.12**      **Right to Appeal**. If the Board is not acting as the Committee, the applicant may appeal the Committee's decision to the Board of Directors by written appeal submitted to the Board within 20 days of the date that the ACC decision or notice is mailed to the Owner. The Board of Directors will review the decision of the ACC and all materials submitted to the ACC pursuant to the criteria set forth in this article and the Design Guidelines. The ACC's decision may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the Board concludes that the ACC's decision was not consistent with the criteria set forth in this article and the Design Guidelines, if any. If the Board denies the Owner's appeal, the Owner will have 45 days from the date of notice of the Board's decision to correct the noncompliance. If the Board does not issue its decision on any appeal within 60 days of the submission date, then appeal is deemed denied.

**Section 8.13**      **Limitation of Liability**. Neither the Association nor its directors, officers, committee members or agents will bear any responsibility for the design, quality, structural integrity or soundness of approved construction or modifications, nor for compliance with building codes, zoning regulations, and other governmental requirements. The Association, its directors, officers, committee members, and agents are not liable for any injury, damages or loss arising out of the manner, design, or

quality of approved construction on or to modifications to any Lot. No lawsuit, action or claim may be brought against any of the foregoing for any injury, damage or loss.

**Section 8.14**      **No Waiver of Future Approvals.** The Association's approval of any proposals and applications for any work done or proposed, or in connection with any other matter requiring the Association's approval, is not a waiver of any right to withhold approval as to any similar proposals and applications.

**ARTICLE 9.                    INSURANCE**

**Section 9.1                    Association's Property Insurance.**

(a)            The Association will obtain and maintain at all times, as a Common Expense, property insurance as required in this Declaration. The Association will use reasonable efforts to secure a blanket property insurance policy providing "special form" coverage in an amount equal to full replacement cost, before application of deductibles. If "special form" coverage is not reasonably available at a reasonable cost, the Association will obtain, at a minimum, broad form covered causes of loss, in like amounts.

(b)            The Association's insurance will cover the Common Areas. As to the Townhomes, the Association's insurance policy will be a "bare walls" policy that will rebuild the building structures. The Association's insurance policy will exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Townhome (i.e., paint, wallpaper, paneling, other wall coverings and window coverings, tile, carpet and any floor covering). The Association's policy will also exclude appliances, fixtures, improvements and betterments made by Owners. The Association has the right to increase the level of coverage under its policy from the standard outlined in this section by written Board resolution. If the level of coverage is changed, the Association will make such information available to all Owners by posting the information on the Association's website, if any, or by other written correspondence to the Owners.

(c)            All property insurance purchased by the Association will run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners and their respective Mortgage Holders, and all other persons entitled to occupy any Lot as their interests may appear.

(d)            All insurance coverage for the Association will be written in the name of the Association as first named insured and each of the Owners as additional insureds. The Association will periodically review the insurance to determine if the policy in force is adequate to meet its needs.

**Section 9.2                    Other Association Insurance.** In addition to the insurance required above, the Association will obtain as a Common Expense:

(a)            Workers' compensation insurance if and to the extent necessary to meet the requirements of law;

(b)            General liability insurance in amounts no less than \$1,000,000.00, and directors' and officers' liability insurance in such amounts as the Board may determine. The general liability insurance will contain a cross liability endorsement;

(c)            Fidelity insurance, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds in an amount required by law, or if no such requirement, consistent with the Board of Directors' best business judgment; and

(d)            Other insurance as the Board of Directors may determine necessary or desirable.

**Section 9.3            Standards for Association Policies.**

(a)        The Association will use reasonable efforts to obtain policies that provide the following:

(i)        Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Areas or membership in the Association;

(ii)       The insurer's waiver of subrogation of claims against directors, officers, the managing agent, the individual Owners and their respective household members;

(iii)      No act or omission by any Owner not under the Association's control will void the policy or be a condition to recovery under the policy;

(iv)      Ordinance or law coverage, demolition cost coverage and increased cost of construction coverage;

(v)        Any "other insurance" clause contained in the master policy will expressly exclude individual Owners' policies from its operation;

(vi)      The master policy may not be canceled, substantially modified, or subjected to non-renewal without at least 30 days' prior notice in writing to the Association and all Mortgage Holders, except in instances of nonpayment of premiums, which will require at least ten days' prior written notice;

(vii)     The casualty insurance may not contain a "co-insurance" provision;

(viii)    All insurance policies of the Association are primary over other insurance in the Owner's name;

(ix)      An inflation guard endorsement.

(b)        All insurance policies will be written with a company licensed to do business in Colorado. The company will provide insurance certificates to each Owner and Mortgage Holder upon request. The Association's Board of Directors has the exclusive authority to adjust losses under the Association's policies. However, no Mortgage Holder having an interest in any losses may be prohibited from participating in the settlement negotiations, if any.

(c)        The Association's insurance is not required to include liability insurance for individual Owners for liability arising within the Lot.

**Section 9.4            Insurance Deductibles.** Unless otherwise specified in written guidelines or a written Board resolution, any required deductible on the Association's policy will be a maintenance expense to be paid by the person(s) who would be responsible for the repair or maintenance of the loss in the absence of insurance. If the loss affects more than one Lot or a Lot and the Common Areas, the Board may equitably apportion the cost of the deductible among the parties suffering loss in proportion to the total cost of repair. However, if the insurance policy provides that the deductible will apply to each Lot separately or to each occurrence, each Owner will be responsible for paying the deductible pertaining to his or her Lot, if any. If any Owner(s) fails to pay the deductible required under this section, the Association may pay the deductible and assess the cost to the Owner pursuant to Article 5 of this Declaration.

**Section 9.5            Owners' Insurance.** Every Owner is obligated to obtain and maintain at all times insurance covering those portions of the Lot and Townhome to the extent not insured by the Association's policies, including, but not limited to, finished surfaces (of walls, floors and ceilings),

flooring, cabinetry, fixtures, and appliances, betterments and improvements. Each Owner is also responsible for insuring all improvements to the Lot added by the Owner or the Owner's predecessors-in-title. Each Owner is also responsible for obtaining insurance covering his or her personal property and coverage for liability arising within the Lot. The Association has no liability for an Owner's failure to maintain required insurance. Upon request, the Owner will furnish a copy of insurance policies to the Association.

**Section 9.6**            **Owner's Right to Review Association Insurance Policies.** The Association will make a copy of its insurance policies available for review by Owners to assess their personal insurance needs. Each Owner has the right to obtain additional coverage at his or her own expense.

**Section 9.7**            **Source and Allocation of Proceeds.** If the Association's insurance proceeds are not sufficient to defray the costs of reconstruction and repair (due to failure of the Association to maintain coverage as provided in this Declaration, or due to the insurance policy's deductible), the additional cost will be a Common Expense. If, for any other reason, the insurance proceeds are not sufficient to defray the costs of reconstruction and repair, as determined by the Association, the additional costs will be assessed against the Owners of the Lot(s) damaged in proportion to the damage to the Lots or against all Owners, in the case of insufficient funds to cover damage to the Common Areas or Areas of Common Responsibility. These assessments are not considered special assessments as provided in this Declaration. If there are surplus funds after repair and reconstruction is completed, those funds will be common funds of the Association to be used as directed by the Association.

**Section 9.8**            **Repair and Reconstruction Requirements.** In the event of damage to or destruction of all or any part of the Community as a result of fire or other casualty, the Association will arrange for and supervise the prompt repair and restoration of the structure unless Owners holding at least 67% of the total Association, including the Owner(s) of any damaged Lot(s) and Mortgage Holders that represent at least 51% of the votes of Lots that are subject to mortgages held by Mortgage Holders, vote not to proceed with the reconstruction and repair of the structure. In the event of substantial damage or destruction, each holder of a First Mortgage will be entitled to written notice of the damage, and nothing in these documents will be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Lot.

**Section 9.9**            **Construction Fund.** The net insurance proceeds collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of the casualty will constitute a construction fund. The Association will use and disburse the funds to pay the cost of reconstruction and repair in appropriate progress payments to the contractor(s), supplier(s), and personnel performing the work or supplying materials or services.

## **ARTICLE 10.            AUTHORITY AND ENFORCEMENT**

### **Section 10.1            Compliance With and Enforcement of Governing Documents.**

(a)            **Compliance Required.** Every Owner and Resident will comply with the applicable provisions of the Governing Documents. Any aggrieved Owner has the right to take action to enforce the terms of the Governing Documents against another Owner or Resident.

(b)            **Association Remedies.** The Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for their violation. Sanctions may include, without limitation:

(i)            imposing of reasonable monetary fines, after notice and opportunity for a hearing, which will be a lien upon the violator's Lot (in the event that any Resident, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine will first be assessed against the

violator. If the fine is not paid by the violator within the time period set by the Association, the Owner will pay the fine upon notice from the Association);

(ii) suspending of voting rights;

(iii) suspending of any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(iv) exercising self-help or action to abate any violation of the Governing Documents in a non-emergency situation, subject to any requirements set forth in this Declaration, including those related to maintenance, repair or replacement;

(v) requiring an Owner, at the Owner's expense, to cease any construction of any modification that has not been approved, or to remove any structure or improvement in the Lot or the Common Areas in violation of the Governing Documents and to restore the Lot or Common Areas to its previous condition and, upon the Owner's failure to do so, the Association has the right to enter the Lot or Common Areas, remove the violation and restore the Lot or Common Areas to substantially the same condition as previously existed and any action is not deemed a trespass;

(vi) recording in the real property records a notice of violation identifying any uncured violation of the Governing Documents; and

(vii) other remedies provided for in this Declaration or by applicable law.

(c) **Emergencies and Legal Action.** In addition, the Association may take the following enforcement procedures to seek compliance with the Governing Documents:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, towing vehicles that are in violation of any parking Rules and Regulations); and/or

(ii) instituting any civil action to enjoin any violation or to recover monetary damages or both.

(d) **Remedies Are Cumulative.** All remedies set forth in the Governing Documents are cumulative of any remedies available at law or in equity.

(e) **Costs Incurred by Association.** If the Association exercises any of its rights pursuant to this section, all costs will be assessed against the violating Owner or Resident and will be a lien against the Lot. Additionally, subject to the Act, the Association will also be entitled to reasonable attorney fees actually incurred, which will be collected as an assessment.

**Section 10.2 Failure to Enforce.** The Association has the discretion to pursue enforcement action in any particular case, except that the Association may not be arbitrary and capricious. The Association's failure to enforce any provision of the Governing Documents is not deemed a waiver of its right to do so thereafter. No claim or right of action exists against the Association for failure of enforcement where: (a) the Association determines that its position is not strong enough to justify taking enforcement action; (b) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (c) the Owner or party requesting enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so.

## **ARTICLE 11. AMENDMENTS**

### **Section 11.1 Amendment by Owners.**

(a) This Declaration may be amended by the affirmative vote, written agreement, or any combination of affirmative vote and written agreement of the Owners holding at least 67% of the total Association vote.

(b) If a proposed amendment will be considered at a Member meeting, notice of the meeting will state the general subject matter of the proposed amendment. No amendment will be effective until certified by the Association's president and secretary and recorded in the real property records.

**Section 11.2 Amendments by Board of Directors.** The Board of Directors, without the necessity of a vote by the Owners, may amend this Declaration to correct any scrivener's errors, to comply with any applicable local, state, or federal law, and/or to bring the Community into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") or any successor governmental agencies pursuant to federal law.

**Section 11.3 Validity.** Any action to challenge an amendment's validity must be brought within one year of the effective date of the amendment.

## **ARTICLE 12. GENERAL PROVISIONS**

**Section 12.1 Security.** The Association may, but is not required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community. However, each Owner, for himself and his Residents, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and the Association does not have a duty to provide security in the Community. Furthermore, the Association does not guarantee that non-Owners and non-Residents will not gain access to the Community and commit criminal acts in the Community nor does the Association guarantee that criminal acts in the Community will not be committed by other Owners or Residents. Each Owner is responsible to protect his person and property and all responsibility to provide security lies solely with each Owner. The Association is not liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

**Section 12.2 Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate any of its rights or privileges.

**Section 12.3 Interpretation.** The provisions of this Declaration will be liberally construed to effectuate their purposes of providing a uniform plan for the Community and of promoting and effectuating the fundamental concepts set forth in the recitals of this Declaration. This Declaration will be construed and governed under the laws of the State of Colorado.

**Section 12.4 Electronic Records, Notices and Signatures.** Notwithstanding any other portion of this Declaration, records, signatures and notices will not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws will govern the giving of all notices required by this Declaration.

**Section 12.5 Duration.** The covenants and restrictions of this Declaration run with and bind the Community perpetually unless otherwise terminated as provided in C.R.S. § 38-33.3-218.

**Section 12.6 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise will in no way affect the application of the provision to other circumstances or affect any other provision(s), which will remain in full force and effect.

**Section 12.7**      **Public in General.** The rights and burdens created in this Declaration do not, are not intended to, and will not be construed to create any rights and burdens in or for the benefit of the general public.

**Section 12.8**      **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and do not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article.

**Section 12.9**      **Singular Includes the Plural.** Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular, and each gender referral is deemed to include the masculine, feminine and neuter.

**Section 12.10**    **Conflicts.** In the event of a conflict between this Declaration and the Articles of Incorporation or Bylaws, this Declaration will control. In the event of a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

IN WITNESS WHEREOF, the undersigned officer of Woodbridge Townhome Owners Association, Inc. hereby certifies that this Amended and Restated Declaration was duly adopted by the Members of the Association or that the District Court of El Paso County has entered an order approving this Amended and Restated Declaration.

This 22 day of May, 2020.

**WOODBIDGE TOWNHOME OWNERS ASSOCIATION, INC.**, a Colorado nonprofit corporation

By: Jeanine Albarran

STATE OF COLORADO )  
 ) ss.  
COUNTY OF El Paso )

The foregoing Declaration was acknowledged before me by Jeanine Albarran of the Association, on this 22 day of MAY, 2020.

Stephen Kouri  
Notary Public

My commission expires: 26 MARCH, 2023

STEPHEN KOURI  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20074012381  
MY COMMISSION EXPIRES MARCH 26, 2023

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All Lots and Tracts included within the following described property<sup>1</sup>:

Woodbridge Townhomes Phase I, according to the plat recorded July 30, 1981 at Reception No. 792904.

Woodbridge Townhomes Phase II, according to the plat recorded February 26, 1982 at Reception No. 847838.

Woodbridge Townhomes Phase 3, according to the plat recorded June 14, 1982 at Reception No. 876207.

Woodbridge Townhomes Phase 4, according to the plat recorded September 21, 1982 at Reception No. 903147.

Woodbridge Townhomes Phase 5, according to the plat recorded March 11, 1983 at Reception No. 954594.

El Paso County  
Colorado

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<sup>1</sup> If there is any discrepancy between the description of the property in the Original Declaration, as amended, and this Exhibit A, the description in the Original Declaration will control.