

AFTER RECORDING RETURN TO:

MOELLER GRAF, P.C.  
385 INVERNESS PARKWAY, SUITE 200  
ENGLEWOOD, COLORADO 80112

**AMENDED AND RESTATED DECLARATION  
OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
LAKEWOOD GREEN HOMES ASSOCIATION**

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**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAKEWOOD GREEN HOMES ASSOCIATION** (“Declaration”) is approved by the requisite percentage of members in the Lakewood Green Homes Association, Inc., a Colorado nonprofit corporation (“Association”) and is effective upon recording with the Jefferson County Clerk and Recorder’s Office.

**RECITALS**

A. GBM Corporation (“Declarant”) recorded that certain “Declaration for Lakewood Green (A Planned Development in the City of Lakewood, Colorado)” on February 7, 1975, in Book 2701 at Page 598 in the public records of Jefferson County, Colorado (“Original Declaration”).

B. The Original Declaration created the planned community known as Lakewood Green applicable to the real property (“Property”) described in Exhibit A.

C. Article XIII, Section 4 of the Original Declaration provides that the Original Declaration may be amended by a recorded instrument signed by not less than seventy-five percent (75%) of all Owners “and their mortgagors.”

D. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the Owner approval required for amendment of the Original Declaration is an instrument signed by the Owners of sixty-seven percent (67%) of the Sites subject to the Original Declaration.

E. The Owners of at least sixty-seven percent (67%) of the Sites have given their written consent to this Declaration, as indicated on the instrument(s) attached hereto, and at least seventy-five percent (75%) of the first mortgagees have given their written consent to this Declaration or, after notice, have failed to deliver a negative response pursuant to C.R.S. §38-33.3-217(1)(b)(1). Alternatively, a Court Order by the District Court for Jefferson County, Colorado, pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

F. Upon the approval, recording, and continued validity of this Declaration, the Original Declaration, along with all amendments and supplements thereto that have previously been recorded, shall be of no further force and effect and are replaced and superseded in their entirety by this Declaration.

**ARTICLE 1**  
**DEFINITIONS**

Section 1.1 “Act” shall mean the Colorado Common Interest Ownership Act, as it may apply to communities created prior to July 1, 1992. The approval and recording of this Declaration shall not constitute an election by the Association to fully subject itself to the Act pursuant to Section 118 of the Act.

Section 1.2 “Assessment” shall include all Common Expense Assessments and any other expense levied to a Site pursuant to this Declaration or the Act, including interest, late fees,

attorney fees, fines, and costs. As further described by Article 5 herein, Assessments shall include Annual Assessments or charges, Supplemental Assessments, Special Assessments, Individual Purpose Assessments, Insurance Assessments, and fines.

Section 1.3 "Association" shall mean the Lakewood Green Homes Association, a Colorado nonprofit corporation, its successors and assigns.

Section 1.4 "Board of Directors" or "Board" shall mean the duly elected and qualified members of the Board of Directors of the Association.

Section 1.5 "Commercial Vehicle" shall mean any vehicle with one or more of the following characteristics:

(a) Displays any business signage, business name(s), business phone number(s), advertisement(s) for commercial enterprise(s), or a commercial license plate; or

(b) Has any of the following:

- One or more commercial-use racks (e.g. for ladders, lumber, pipes, or other commercial purposes);
- One or more ladders;
- One or more panels designed to carry equipment;
- Material(s) or equipment protruding beyond the front, rear, top, or sides of the vehicle, including any vertical extension above the limits of truck sides or vehicle top (but not including a standard truck box) but not rooftop tents, bike racks, or other similar recreational or noncommercial materials or equipment;
- Any other characteristic(s) that lead(s) the Board to reasonably conclude that the vehicle is being used for commercial purposes.

Section 1.6 "Committee" shall mean a panel of individuals appointed by the Board of Directors for specified purposes and which is subject to the oversight and control of the Board of Directors.

Section 1.7 "Common Area" shall mean all the Property other than the Sites and except as otherwise expressly provided in this Declaration. Common Area includes, but is not limited to, all areas so marked on the Plat, as defined herein.

Section 1.8 "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 1.9 "Community" shall mean the planned community known as Lakewood Green.

Section 1.10 "Design Review Committee" shall mean the Committee appointed by the Board of Directors pursuant to this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration.

Section 1.11 "Dwelling Unit" or "Unit" shall mean any individual residence constructed on any Site, together with any garage appurtenant thereto.

Section 1.12 "Governing Documents" shall mean this Declaration, the Articles of Incorporation, the Bylaws, and any Rules and Regulations, policies, procedures, and resolutions of the Association.

Section 1.13 "Site" shall mean and refer to an individually owned property within the Property described above with the exception of the Common Area.

Section 1.14 "Improvements" shall include, but shall not be limited to any structure, including additions or alterations of any buildings, detached buildings, kennels, greenhouses, or other buildings, including but not limited to windows, doors, awning, pergola, shutter, trellis, ramada, or other shade structure; retaining walls; fences, including any fence that is constructed around a balcony or patio; the grading, scraping, excavation, or other rearranging of the surface of any Site; the construction of any driveway, alleyway, walkway, entryway, patio, or similar item; and the alteration or replacing of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces; changes, alterations, additions to, or removal of landscaping; and any other change to a Site or to any of the structures on a Site.

Section 1.15 "Owner" or "Site Owner" or "Member" shall mean the record owner (including a contract seller), whether one or more persons or entities, of a fee simple title to any Site which is a part of the Property, but excluding any such record owner having such an interest merely as security for the performance of an obligation (unless such person has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof). When a person or entity who is an Owner of record conveys their fee simple title interest to the Site then, as of the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed or arose at the time of such conveyance or assignment, specifically including without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments, charges or fees.

Section 1.16 "Parking Area" shall mean that portion of the Common Area designated for the purpose of parking vehicles.

Section 1.17 "Party Wall" shall mean every wall, including the foundation thereof, which is built as part of the original construction of a building and placed on the boundary line between separate Dwelling Units in a building.

Section 1.18 "Plat" shall mean the Lakewood Green plat recorded with the Jefferson County Clerk and Recorder on March 29, 1974, at Reception No. 629514, Book 44, Page 21, as it may be amended from time to time.

Section 1.19 "Property" shall mean and refer to all real property that was subjected to the Original Declaration, as amended, and that is therefore subject to this Declaration.

Section 1.20 “Rules and Regulations” shall mean any written instruments and their amendments, however identified, which are adopted by the Board for the regulation and management of the Community or for clarification of the Governing Documents. Rules and Regulations shall also include policies, which are defined as a written statement of intent adopted by the Board and implemented as a procedure to guide decisions and achieve outcomes regarding matters of the Association. Additionally, Rules and Regulations shall also include responsible governance policies as may be required by state law. Rules and Regulations shall not directly conflict with any provision of this Declaration and shall not establish a use restriction on the Dwelling Units such as limitations on leasing or on commercial or home-based businesses.

## **ARTICLE 2**

### **THE ASSOCIATION**

Section 2.1 Submission of Property. The real estate described in Exhibit A, together with and subject to all easements, rights, and appurtenances thereto and the buildings and Improvements erected or to be erected thereon (collectively, the “Property”), have been subjected to those provisions of the Act applicable to communities created prior to July 1 of 1992, as it may be amended from time to time and to the terms and conditions of the Original Declaration and are, therefore, subjected to this Declaration. All the Property described in Exhibit A shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. This Declaration shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof.

Section 2.2 Authority. The business and affairs of the Community shall be managed by the Association, a Colorado non-profit corporation. In addition to this Declaration, the Association shall be governed by its Articles of Incorporation and its Bylaws, as they may be amended from time to time.

Section 2.3 Powers. The Association shall have all the powers, authority, and duties permitted, pursuant to the Act, necessary and proper to manage the business and affairs of the Community. All powers, authority, and duties shall be exercised by the Board of Directors except to the extent reserved to the Owners pursuant to the Association’s Governing Documents or law. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent of the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to give effect to such right or privilege or to satisfy such duty or obligation. The Association shall further have the power and authority to establish and enforce a system and schedule of monetary fines to be imposed against Owners for violations of the terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any Rules and Regulations of the Association. If a fine is imposed against any Owner pursuant hereto, such Owner shall be liable to the Association for the amount of such fine or fines and for all costs and expenses incurred by the Association in collecting such fine or fines, including attorney fees and costs, and the amounts shall be collectible as assessments as provided herein.



Section 2.4 Managing Agent. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three years and shall be subject to cancellation by the Association on sixty (60) days' notice, with or without cause, and without a cancellation fee.

Section 2.5 Indemnification. To the full extent permitted by law, each officer, director, committee member, and volunteer of the Association shall be, and hereby are, indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any legal proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member, or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member, or volunteer at the time such expenses are incurred; except in such cases wherein such officer, director, committee member, or volunteer is adjudged guilty of breaching her or his duty of care (as set forth in the Act) in the performance of her or his duties.

Section 2.6 Security Disclaimer. The Association may, but shall not be 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 or herself and her or his tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that 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 residents. It shall be the responsibility of each Owner to protect her or his person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 2.7 Communicable Disease Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Community, and except to the extent covered by a policy of insurance maintained by the Association, neither the Association, nor its Board of Directors, officers, committee members, managers, management companies, or other agents shall be responsible or liable to the Owner of any Site or such Owner's occupant, family, tenant, invitee, licensee, permittee, or guest, for any bodily injury, death, loss, or any other claim or damage related to any virus, bacteria, fungi, or other similar contagion or substance unless due to the gross negligence or willful misconduct of the Board of Directors, its officers, or its manager and management company.

### **ARTICLE 3**

#### **SITES AND PROPERTY RIGHTS**

Section 3.1 Sites. The number of Sites in the Community is forty-four (44).

Section 3.2 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Site, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility or Improvements situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use any recreational facilities by Owners for any period during which any assessment against their Site(s) remain unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations (suspension of the rights of an Owner shall automatically result in the suspension of the rights of the Owner's guests, tenants, invitees, and licensees);

(c) the right of the Association, acting through its Board of Directors, to grant easements, leases, permits, licenses, or similar interests, the right of the Association to dedicate or transfer all or any part of the Common Area for such purposes and subject to such conditions upon the vote or written consent of Owners representing at least sixty-seven percent (67%) of the votes in the Association;

(d) the right of the Association to borrow money and assign its future income, including its right to receive annual, supplementary, individual purpose, and special assessments upon the affirmative vote or written consent of Owners representing at least fifty-one percent (51%) of the votes in the Association;

(e) the right of the Association to close or limit the use of the Common Area while maintaining, improving, or making replacements therein or thereto;

(f) the right of the Association to limit the number of guests of Owners in the Common Area;

(g) the right of the Association to adopt Rules and Regulations governing the use of the Common Area, including the streets, parking areas and any recreational facilities;

(h) the right, power, and authority of the Association to grant any easement, lease, license, or similar interest through, over or in the Common Area; and

(i) the right of the Association to change the use of, add, or remove Improvements to the Common Area.

Section 3.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, or the Rules and Regulations of the Association, the Owner's rights of enjoyment to the Common Area and facilities to the members of the Owner's family, guests, invitees, tenants, or contract purchasers of the Owner's Site provided that the rights are exercised by the person or persons whose primary residence is the Site.

#### **ARTICLE 4**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1 Every Owner is a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Site which is subject to assessment. Ownership of a Site shall be the sole qualification for membership.

Section 4.2 The Association shall have one class of voting membership. Each Site shall be entitled to one vote within the Association. When more than one person holds an interest in any Site, all such persons shall be members, provided, however, that there shall be no more than one vote cast, with no fractional votes, for or with respect to any Site. Cumulative voting is prohibited.

## **ARTICLE 5**

### **COVENANTS FOR ASSESSMENTS**

Section 5.1 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the interests of the residents in the Property and for the improvement, maintenance, and repair of the Common Area, the Sites, and the Dwelling Units to the extent required by this Declaration, and other Improvements situated upon the Property as well as to carry out the Association's purposes as described in the Governing Documents or to perform any other functions permissible by law.

Section 5.2 Creation of the Lien and Personal Obligation for Assessments.

(a) Each Owner covenants and agrees to pay to the Association (1) Annual Assessments or charges, (2) Supplemental Assessments, (3) Special Assessments, (4) Individual Purpose Assessments, (5) Insurance Assessments as detailed in Section 8.15 herein, and (6) fines; such amounts to be established and collected as herein provided. No Owner may become exempt from liability for payment of the Assessments by waiver of the use or enjoyment of the Common Area or by abandonment of the Site against which the Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

(b) All Annual Assessments, Supplemental Assessments, Special Assessments, Individual Purpose Assessments, Insurance Assessments, and fines, together with interest no greater than the highest lawful rate as provided by the Act as it may be further amended from time to time, late charges, costs, and reasonable attorney's fees, shall constitute a lien on the Site as follows:

(1) General Lien. The Association's lien shall be a charge on the land and shall be a continuing lien in favor of the Association against the Site against which each such Assessment is made. The Association's lien shall be prior to any other lien or claim against a Site, except for a lien for taxes and except for first-priority mortgage encumbrances recorded before the Assessment(s) sought to be enforced became delinquent. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Site at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them; and

(2) Super-Priority Lien. The Association's lien shall also be a charge on the land and shall be a continuing lien in favor of the Association against the Site

against which each such assessment is made to the extent provided by the Act, (C.R.S. § 38- 33.3-316(2)(b)(I)), as it may be further amended from time to time. The Association's lien resulting from this paragraph shall be prior to any other lien or claim against a Site, except for a lien for taxes. Each such Assessment, together with interest, costs, and reasonable attorney fees and costs, shall also be the personal obligation of the person, or entity, who was the owner of such Site at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5.3      Annual Assessments.

(a) Annual Assessments shall be made for the purposes of providing funds to pay Common Expenses including, but not limited to, maintenance and repair of the Common Area, Improvements, Sites, and Dwelling Units to the extent required or permitted by this Declaration, costs of operating the Association, insurance coverage provided for in Article 8, management fees, office costs, a reserve fund for repairs and replacements of items that are the Association's responsibility, improvements to the Common Area, amounts necessary to pay deficits or debts incurred by the Association, community water and sewer charges, and trash collection fees, snow removal, real estate taxes, or other tax assessments, and for any other purpose or purposes of the Association provided for herein. The total amount of money required to be raised by Annual Assessments for each year shall be the amount, as determined by the Board, necessary to satisfy the costs and expenses of fulfilling such functions and obligations of the Association in such year, including the payment of reserves. The Association makes no assurances that reserves are adequate or will be adequate at any given time.

(b) The budget for Annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act. The budget may be vetoed by votes of the Owners representing a majority (greater than 50%) of the total Association vote.

(c) If the Board shall fail to establish an Annual Assessment for any year, the Annual Assessment for such year shall remain the same as for the year immediately preceding until a new annual budget can be established in accordance with the budget ratification process described in the Act. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification, or a release of the Owners from their obligation to pay.

(d) Annual Assessments shall be payable in twelve equal monthly installments, due and payable on the first day of each month, during each year.

Section 5.4      Supplemental Assessments. The Association shall have the right to add a Supplemental Assessment as an amendment to the Annual Assessment which shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act. The Supplemental Assessment may be vetoed by votes of the Owners representing a majority (greater than 50%) of the total Association vote.

Section 5.5 Special Assessments. A Special Assessment for purposes of large or unexpected expenditures or operating deficits or any other permissible purpose deemed necessary by the Board of Directors may be levied. The Board will deliver to all Site Owners, by first-class mail or otherwise, a summary of the Special Assessment and shall set a date for a meeting of the Site Owners for purposes of ratification of the Special Assessment. The Special Assessment may be vetoed by votes of the Owners representing a majority (greater than 50%) of the total Association vote.

Section 5.6 Individual Purpose Assessments. The Association shall have the right to add Individual Purpose Assessments to any Owner's Assessment as provided in this Article for the following:

- (a) (a) Those amounts expended by the Association caused by the negligent or willful acts of any Owner (or the Owner's agents, guests, licensees, invitees, or lessees); and
- (b) (b) All fines and costs assessed an Owner pursuant to the Governing Documents.

Section 5.7 Rate of Assessment. Annual, Supplemental, and Special Assessments for each Site shall be charged to each Owner equally. Individual Purpose Assessments and Insurance Assessments may be levied disproportionately to the various Sites.

Section 5.8 Certificate of Status of Assessment. The Association shall, upon written demand by an Owner or such Owner's designee or by the holder of a mortgage or its designee, delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent and for a reasonable charge, furnish a certificate signed by an officer or the manager of the Association setting forth the amount of unpaid Assessments currently levied against the Owner's Site. The statement shall be furnished as provided in the Act. A properly executed certificate of the Association as to the status of assessments on a Site is binding upon the Association as of the date of its issuance.

Section 5.9 Effect of Nonpayment of Assessments: Remedies of the Association.

(a) Any Assessment or amount not paid within ten (10) days after the due date shall bear interest from the due date at a rate to be determined by the Board but no higher than the highest rate allowed by the Act.

(b) The Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the Association's lien against the Site, or both. The Association shall also be entitled to the *ex parte* appointment of a receiver to take possession of the Site, to lease the Dwelling Unit and the Site, and to apply the rents to the balance due to the Association. In addition to any other remedies herein or by law provided, the lien herein established may be foreclosed by an action in the court having jurisdiction over the Property pursuant to the law and statutes of the State of Colorado, and subject to all the rights and duties therein provided.

(c) In any civil action to enforce or recover unpaid Assessments or other amounts, the Association shall be entitled to an award of reasonable attorney fees and all costs of collection or foreclosure, all of which shall be included in the lien against the Site.

Section 5.10 Relation of the Lien to Mortgages. Except as provided in Section 5.2(b)(2), the Association's lien for Assessments provided for herein shall be subordinate to the lien of any first-priority purchase money loan evidenced by a purchase money mortgage of record recorded before the Assessment sought to be enforced became delinquent. Sale or transfer of any Site shall not affect the lien for said Assessments, however, except as is provided in Section 5.2(b)(2), the sale or transfer of any Site pursuant to foreclosure of any such first-priority mortgage shall extinguish the lien of Assessment charges which became due prior to any such foreclosure, excepting the super-priority lien described above. No sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve the Site Owner from liability for any Assessment charges thereafter becoming due, nor from the lien thereof. Nothing herein shall be deemed to release any Owner from his personal obligation to pay any Assessment.

Section 5.11 Homestead. The lien of the Association for unpaid Assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to any Site subject to this Declaration or to the Original Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien.

Section 5.12 Recording of Liens. Recording of the Declaration and the Original Declaration constitute record notice and perfection of a lien for Assessments. No further recordation of any claim of lien for Assessments is required. Notwithstanding the foregoing, the Board shall have the right, but not the obligation, to record a notice of Assessment lien for unpaid Assessments. The notice of Assessment lien may be executed by an authorized member of the board, the Association's community manager, or the Association's attorneys.

## **ARTICLE 6**

### **GENERAL RESPONSIBILITIES AND RESTRICTIONS**

Section 6.1 Common Area. The Association is charged with the responsibility for maintenance, repair, replacement, operation, protection, and improvement of the Common Area and any Improvements located thereon.

Section 6.2 Maintenance of Sites and Dwelling Units. In addition to maintenance of and improvements to the Common Area, the Association shall have the exclusive right and duty to provide all materials and labor for the maintenance, repair, and replacement of the Sites and Dwelling Units according to the attached Exhibit B, incorporated herein by this reference. Maintenance, repair, and replacement of any Site, Dwelling Unit, and other Improvements on or to each Site, except as to certain exterior maintenance, repair, or replacement obligations that are expressly made the Association's responsibility in Exhibit B, shall be the sole responsibility of the Owner thereof and

not of the Association. No Owner may perform the maintenance responsibilities provided to be done by the Association without the written consent of the Design Review Committee or the Board.

Section 6.3 Association Discretion. The Association may, in its sole discretion, assume the obligations for maintenance or repair of additional property, either real or personal, that lies within the Community. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities; provided, however, the Association shall provide Owners with fifteen (15) days prior written notice of its intent to assume such maintenance or repair obligation. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed as well as the color or type of materials used.

Section 6.4 Damage to Site by Association. The Association shall repair incidental damage to any Site or Dwelling Unit resulting from the performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs inside the Dwelling Unit will be completed only to the extent of being "paint ready." Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

Section 6.5 Liability of the Association.

(a) The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow, or ice which may leak or flow from any portion of the Common Area, or from the Dwelling Unit roofs, or any device, pipe, drain, conduit, line, or equipment which the Association is responsible to maintain hereunder, except:

(1) for injuries or damages arising after the Owner of a Site has put the Association on written notice of a specific leak or flow from any portion of the Common Area, or from the Dwelling Unit roof, or any device, pipe, drain, conduit, line, or equipment for which the Association has a maintenance responsibility; and only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

(2) for injuries or damages arising from the Association's negligence in the maintenance of any device, pipe, drain, conduit, line, or equipment which the Association is responsible to maintain hereunder.

(b) The Association shall not be liable to the Owner of any Site or such Owner's tenant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be parked upon or stored in or upon any of the Common Area.

(c) The Association shall not be liable to any Owner, or any Owner's tenant, guest, or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. Additionally, in no event shall the Association be responsible for consequential, special, or exemplary damages.

(d) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 6.6 Failure to Maintain. If the Board determines that the need for maintenance or repair is a Common Expense and is caused through the willful or negligent act of any Owner, occupant, or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Site, as an Individual Purpose Assessment, which shall become a lien against the Site and shall be collected as provided in this Declaration for the collection of Assessments.

Section 6.7 Mold. Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in the Dwelling Unit, including, but not limited to appropriate climate control, removal of visible moisture accumulation on windows, windowsills, walls, floors, ceilings, and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation, or air conditioning ducts. Owners shall be responsible for any damage to her or his Site, Dwelling Unit, personal property, to any other Site or Dwelling Unit not owned by the Owner, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this Section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and/or damage within the Owner's Dwelling Unit, or to any other Dwelling Unit if the Owner fails to meet the requirements of this Section.

Section 6.8 Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of any of the Dwelling Units and is located or placed on or near the dividing line between the Sites shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of the Sites on either side of such party wall who make use of the wall in equal proportion.

(c) Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, either Owner of the Sites on either side of the wall may restore it, and the Owner of the Site on the other side of the wall shall contribute one-half of the cost of restoration thereof, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner based on that other Owner's or the Owner's guest's, tenant's, invitee's, or licensee's negligent or willful acts or omissions.

(d) Liability for Negligence. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for in this Declaration, an Owner who by her or his negligent or willful act or omission causes the party



wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and damages resulting from failure to do so.

(e) Right to Contribution Runs with Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to each such Owner's successors in title.

(f) Dispute Resolution. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall submit the dispute to mediation. If the dispute cannot be resolved through mediation, the parties may pursue the dispute in arbitration or through a legal proceeding before a court of law.

#### Section 6.9 Use Restrictions

(a) No act or omission shall be permitted, nor shall any condition exist upon any Site or within any Dwelling Unit which is noxious, offensive, or unreasonably detrimental to the use of the other Sites, or which may create a nuisance, or which may permit any objectionable noises, offensive odors, dust, gases, fumes, or other such items, or which would violate zoning or other regulations or laws having jurisdiction over the Community. Notwithstanding the foregoing, the Association shall have the authority, but not the obligation, to enforce nuisance-like violations that the Board of Directors reasonably believes either do or do not affect the Community at large. Further, no improper, offensive, or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

(b) No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare. No sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, speakers, horns, whistles, bells, or other light or sound devices shall be located or used on any portion of the Community except with the prior written approval of the Association.

(c) No activity shall be conducted on and no Improvement shall be constructed on any Property within the Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Community. No open fires shall be lighted or permitted on any Property within the Community except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of embers unless otherwise prohibited by governmental ordinances or the Association's insurance carrier as a condition of maintaining reasonably priced insurance. No fireworks or other explosive devices shall be permitted on the Property.

(d) No Owner shall undertake any work in her or his Dwelling Unit that would jeopardize or interfere with the soundness, safety, or operation of such Dwelling Unit, or any other Dwelling Unit, the building of which such Dwelling Unit is a part. Without limiting the generality of the foregoing, no Owner shall make any penetrations of the Party Walls (other than hanging pictures and similar items) without the written approval of the Board of Directors.

(e) No Site, Dwelling Unit, or any other structure shall be used for any purpose other than for single-family residential dwelling purposes. Accordingly, conducting business in or from residences is prohibited, with the limited exception of internet-based or other businesses that do not require that customers, patrons, or other persons physically to visit residences, that are not visible from outside of the residences, and that do not otherwise unreasonably disturb residents of neighboring Units. No secondary unit or apartment may be created in any Dwelling Unit, or on any Site. All uses undertaken shall be wholly compatible with the structure of the residential building, the site, the surroundings, and the topography of the land.

(f) No Site, Dwelling Unit, or any portion thereof shall be leased for a term of less than thirty (30) days. No Site, Dwelling Unit, or any portion thereof shall be advertised for lease for a term of less than thirty (30) days. No Site, Dwelling Unit, or any portion thereof shall be subleased. These restrictions shall also apply to homestays, home exchanges, rentals, or any other arrangement but shall not exclude roommates, cohabitation, or other living arrangements where the Dwelling Unit is the Owner's primary residence.

(g) No drilling or mining for any substance or material shall be allowed on or underneath any Site except pursuant to a valid grant or reservation of mineral, water, or other rights lawfully granted or reserved prior to the recording of the Original Declaration.

(h) No exterior television or radio antennas of any sort shall be placed, allowed, or maintained upon a Site without prior written approval and authorization by the Board of Directors. Any such antenna allowed shall be placed in such a manner as to be hidden from view, as much as is possible, from all Sites which it does not serve. Satellite dishes and other devices protected under federal law shall be allowed to the extent required to be allowed under such law, subject to reasonable Rules and Regulations of the Association.

(i) Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon any Site. The Association shall have the right to remove such refuse piles or other unsightly objects or materials at the expense of the Owner responsible therefor, and any entry upon or into an Owner's Site for the purpose of enforcing this provision shall not be deemed a trespass provided three (3) days' prior notice has been given to the Owner and the Owner has failed to remove same during said three (3) day period.

(j) Trash, garbage, or other waste shall be disposed of in a sanitary manner, pursuant to the Rules and Regulations adopted by the Association. There shall be no feeding of wildlife within the Community except that bird feeders shall be permitted upon the Sites so long as the feeders do not create a nuisance and are maintained in a clean, neat, and sanitary manner.

(k) No tanks of any kind, either elevated or buried shall be erected, placed, or permitted upon any Property, except that propane tanks of not more than twenty pounds (20 lbs.) shall be permitted on a Site if concealed from view of the Common Areas and any other Site. In the event that the local fire authority prohibits twenty (20) pound propane tanks on a Site, then this provision shall be automatically reformed to the maximum size tank under twenty (20) pounds that is permitted by such authority.

(l) No exterior clotheslines shall be attached to any tree, Dwelling Unit, or other structure, or permitted or maintained within the Community except that retractable clotheslines protected under state law shall be permitted, subject to reasonable aesthetic regulations and other requirements set forth in the Rules and Regulations of the Association.

(m) Window coverings on all exterior windows of a Dwelling Unit, as seen from outside, must be a neutral color that blends with the exterior color of the Dwelling Unit and the building of which it is a part (i.e., white, off-white, light beige, or wood tones). Tinting of exterior windows shall be subject to the prior approval of the Design Review Committee. No reflective glazing, silver foil, or other similar looking sun screening material shall be allowed on any exterior windows of a Dwelling Unit.

(n) All furniture, tools, and other personal property shall be kept and maintained in a clean, neat, and sanitary condition. A reasonable amount of standard patio furniture which is designed and intended for outdoor use shall be permitted. Except for permitted patio furniture, to the extent possible, all furniture, tools, and other personal property shall be maintained such that same are concealed from view from any other Site.

(o) Signs and flags shall be permitted to the extent required under state law and in accordance with the Association's Rules and Regulations.

(p) The Parking Area shall not be used for any purpose other than parking passenger vehicles except as otherwise specified by the Board. No Commercial Vehicles, no inoperable vehicles (as defined as vehicles that have a flat tire, broken windshield, missing engine or other essential parts, or having other similar characteristics establishing that it is inoperable or that otherwise cannot legally drive on public streets), and no recreational vehicles shall be stored or parked on the Common Area, including the Parking Area, or Site, except in an area designated by the Association. A "recreational vehicle" shall include for purpose of this Declaration, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers, or trailers of any type.

(q) Any vehicle stored or parked within the Community shall be parked in such a way so that the entire vehicle is within the boundaries of the parking stripes located on either side of the vehicle (where striping exists). Further, the vehicle shall be stored or parked in such a way that the vehicle does not impede or impact vehicular or pedestrian traffic on the roads, streets, and walkways within the Community. No vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community or interfere with the reasonable needs of other residents to use their driveway, streets, or guest parking within the Community.

(r) No inoperable vehicles, except as hereinafter provided, shall be stored or parked within the Community, except in a garage. Inoperable vehicles shall not be parked in the Parking Area or on private streets located within the Common Area.

(s) Vehicles parked in violation of this Declaration, or of the Rules and Regulations, may be subject to towing or fining, as well as any other remedies available at law. A written notice describing the vehicle and requesting removal thereof may be conspicuously placed

upon the vehicle, and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the vehicle owner. If such Owner shall be a member of the Association, the cost thereof shall be added to his next assessment due.

(t) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, or boats, may be performed or conducted in the Community, unless it is done within completely enclosed structures which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such polishing.

(u) Washing vehicles within the Community is prohibited. All activities shall be prohibited which result in the waste of water, including but not limited to any activity which allows water to pool in gutters or streets or allows water to spray onto concrete or asphalt.

(v) Garages shall be only be used for the purpose of parking an automobile or similar motor vehicle and for the storage of personal property items.

(w) To maintain the attractive appearance of the Community and for the safety of its residents, garage doors are required to remain closed except during ingress and egress or when a resident or workers acting on the resident's behalf are present and reasonably require access through the garage door and except when left open up to six (6) inches for ventilation purposes.

(x) Pets

(1) No kennels or commercial animal operations of any kind are permitted. No livestock or poultry of any kind shall be raised, bred, or kept within the Property.

(2) Dogs, cats, birds, and fish are permitted provided they are not vicious, dangerous, noisy, or an unreasonable annoyance to other people.

(3) All pets must be kept on a leash whenever on the Common Areas and shall not be permitted on the Sites of other Owners without specific permission.

(4) All pets must be kept in compliance with the Rules and Regulations and any governmental ordinances and laws.

(5) Pet owners must clean up after their pet(s).

(6) If a pet owner violates the provisions of this Declaration or the Rules and Regulations related to pets, the Board may order removal of the pet or pets on a permanent basis, and the Owner of the Site to whom such order is directed shall comply.

(y) Owners shall be responsible for the acts or omissions of their guests, tenants, invitees, and licensees, as well as the pets of such guests, tenants, invitees, and licensees.

Section 6.10 Easements.

(a) Each Site and the Common Area shall be subject to all easements and rights-of-way as shown on the Plat, as well as subsequent easements and rights-of-way of record; easements and encroachments created by construction, including those for the placement of common walls on either side of a Site line, and those for overhangs, roofs, patios, and fences; easements for maintenance of all Improvements and utility services; and easements for access by the Association to effect the purposes set forth in this Declaration, including, but not limited to, the promotion of the general interests of the residents of the Property.

(b) Each Dwelling Unit and the property included in the Common Area shall be subject to an easement for encroachments created by the original construction, settlings, and overhangs, including without limitation patio, patio fences, and window wells. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Dwelling Units is partially or totally destroyed, and then rebuilt, the Owners of the Dwelling Units so affected agree that minor encroachments of parts of the adjacent Dwelling Unit or Common Area due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

(c) An easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common Area and any Site to perform the duties of operation, installation, maintenance, repair, and replacement of the Site, Dwelling Unit, or Common Area provided for in this Declaration.

(d) A blanket easement is granted to the Association upon, across, over, and under all the Sites for ingress, egress, installation, replacing, repairing, and maintaining any utilities, including but not limited to water, sewers, gas, telephones, electricity, satellite, and a master antenna system, to the extent the Association is responsible for such utilities. By virtue of this easement, the Association shall have the authority to permit a utility company to affix and maintain wires, circuits, conduits, meters, and similar equipment on, across, and under the Dwelling Units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Common Area or Sites, except as approved by the Board of Directors. The easements provided for in this paragraph shall in no way affect any other prior recorded easements on the premises.

(e) Each Owner, her or his agents and contractors, are granted a non-exclusive easement for the purpose of maintenance, construction, reconstruction, and repair, in, over, under, and upon adjacent Sites and in and upon adjacent Dwelling Units for purposes of common wall maintenance and repair, in accordance with the party wall provisions contained in this Declaration, upon reasonable notice to the Owners of the common wall. Any damage occasioned to the adjacent Sites or Improvements, including the Dwelling Unit, in exercising this easement, shall be the responsibility of the Owner whose negligent or wrongful acts or omissions caused the damage.

(f) To perform the maintenance referred to in this Article and inspections related thereto, the Association, through its duly authorized agents, contractors, employees, or the Design Review Committee, shall have the right, after reasonable notice to the Owner or occupants

thereof and during regular business hours, to enter upon any Site, Dwelling Unit, and such entry shall not be deemed a trespass. In emergency situations, the Association or its agents, contractors, or employees, may enter without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter. In performing repairs or maintenance authorized under this Article, the Association shall not be liable for any loss, cost, or damage caused by its actions, except on account of its willful misconduct.

(g) The easements, uses, and rights herein created for an Owner shall be appurtenant to the Site of that Owner and all conveyances of and other instruments affecting title to a Site shall be deemed to grant and reserve the easements, uses, and rights as are provided for herein, even though no specific reference to such easements, uses, and rights appears in any such conveyance.

Section 6.11 No Partition or Subdivision. The Common Area shall remain undivided, and no Owner, other person, or other entity shall bring any action for partition, division, or subdivision of the Common Areas. Similarly, no action shall be brought for partition or subdivision of a Site between or among the owners thereof. Each owner hereby expressly waives any and all such rights of partition or subdivision he or she may have by virtue of her or his ownership of a Site.

## **ARTICLE 7** **DESIGN REVIEW AND ARCHITECTURAL APPROVAL**

Section 7.1 Establishment of the Design Review Committee . The Design Review Committee shall consist of a minimum of three members appointed by the Board of Directors. If no Design Review Committee is appointed, the Board of Directors shall act as the Design Review Committee. The establishment of a Design Review Committee is within the sole discretion of the Board, and the Board is under no obligation to appoint a Committee. The Board shall have the authority to remove any members of the Design Review Committee at their sole discretion.

Section 7.2 Review and Approval Required .

(a) Unless and until complete plans and specifications shall have been submitted to and approved in writing by the Design Review Committee, no structures, including Dwelling Units, outbuildings, accessory buildings, antennas (except as otherwise permitted under this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, landscaping, or any other Improvements shall be constructed, erected, relocated, removed, or installed on a Site. Further, plans and specifications must be submitted to and approved in writing by the Design Review Committee before commencing any alteration or change to the exterior of the Improvements, the exterior of a Dwelling Unit, to a Site, or to any structure or any attachment to the exterior of a Dwelling Unit (including paint, awnings, patios, decks, or shutters),.

(b) The Design Review Committee may require that applications, plans, and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), as well as any additional materials and information which may be reasonably required by the Design Review Committee.

Section 7.3      Acknowledgment of Owners . Owners acknowledge, accept, and agree to the following:

(a) Owners will not commence construction, alteration, or installation of an Improvement until they have submitted Improvement plans and specifications and received written approval from the Design Review Committee or the Board;

(b) Owners shall immediately comply with any request by the Association for additional information relating to a proposed Improvement prior to the Design Review Committee's approval of a request and/or prior to the completion of an Improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Design Review Committee approval, if previously granted;

(c) Design Review Committee approval does not constitute approval of the local building or zoning department, drainage design, or structural soundness;

(d) Owners shall notify the Design Review Committee of completion of the Improvement's installation or construction within five (5) days of such completion;

(e) Upon completion of an Improvement, Owners authorize the Design Review Committee or its representative(s) to enter onto the Site for exterior inspection;

(f) Failure of an Owner to notify the Design Review Committee of completion of an approved Improvement, or refusal to allow inspection, shall result in the withdrawal of the Design Review Committee's approval;

(g) If the Improvement as built does not conform to the Improvement as approved by the Design Review Committee, and upon written request of the Design Review Committee, Owners shall, at their own expense and cost, promptly bring the Improvement into compliance with the submitted and approved plans and specifications.

Section 7.4      Architectural Criteria . The Design Review Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping, and alterations to Improvements on a Site or landscaping of a Site shall comply with the requirements set forth in this Declaration. The approval or consent of the Design Review Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of Improvements on nearby Sites, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set forth in this Declaration. Upon its review of such plans, specifications, and submittals, the Design Review Committee may require that the applicant(s) reimburse the Association for actual expense incurred by it in its review and approval process.

Section 7.5      Architectural Guidelines . The Design Review Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association.

Section 7.6 Reply and Communication . All communications and submittals shall be addressed to the Design Review Committee in care of the Association. The Design Review Committee shall reply to all submittal of plans made in accordance herewith in writing within forty-five (45) days after receipt of the completed application. In the event the Design Review Committee fails to take any action on submitted plans and specifications within forty-five (45) days after the Design Review Committee has received the plans and specifications, the submission will be deemed to have been approved; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or Improvement that is otherwise in violation of this Declaration, the Rules and Regulations, or any architectural guidelines adopted by the Board.

Section 7.7 Condition of Approval . In the discretion of the Board or the Design Review Committee, an Owner may be required to enter into a written agreement to assume, indefinitely or until a specified date or event, all or some responsibilities for maintenance, repair, replacement, and insurance coverage on their requested architectural change, modification, addition, or alteration. The agreement must be written in recordable form and acknowledged and affirmed by such Owner on behalf of himself or herself and on behalf of all successors-in-interest.

Section 7.8 Commencement and Completion of Construction . All Improvements approved by the Design Review Committee must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Design Review Committee, unless the Design Review Committee gives a written extension for commencing the work. Additionally, except with written Design Review Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical material shortages, or other intervening forces beyond the control of the Owner, all work approved by the Design Review Committee shall be completed within ninety (90) days of commencement.

Section 7.9 Variances . Upon recommendation by the Design Review Committee, the Board may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines. Any variances granted by the Board shall be memorialized in writing.

Section 7.10 Right to Appeal . If the Board is not acting as the Design Review Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Design Review Committee by filing a written appeal to the Board. The Board shall review the decision of the Design Review Committee pursuant to the criteria set forth in this Article and the architectural guidelines. Any decision of the Design Review Committee may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Design Review Committee's decision was inconsistent with the criteria set forth in this Article and/or the guidelines.

Section 7.11 Waivers . The approval or consent of the Design Review Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Design Review Committee as to any application or other matters subsequently or additionally submitted for approval or consent.



Section 7.12 Liability . The Association, the Board and the Design Review Committee, and the respective members thereof, shall not be liable for damages to any person submitting requests for approval, or for any approval or failure to approve or disapprove, any matter within its jurisdiction under this Declaration. The Design Review Committee shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements, or for any other aspect.

Section 7.13 Enforcement . Enforcement of these covenants, restrictions, charges, and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right but not the obligation to institute, maintain, and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association shall be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Additionally, or in the alternative, the Association may levy fines after notice and an opportunity for a hearing. Failure of the Association to enforce any covenant or restriction in this Section shall in no event be deemed a waiver of the right to do so thereafter.

## **ARTICLE 8** **INSURANCE AND INDEMNIFICATION**

Section 8.1 Insurance. All insurance, other than title insurance, carried in connection with the Sites, Dwelling Units, Property, Common Area, or Improvements thereon or thereto shall be governed by the provisions of this Article 8.

### Section 8.2 Insurance Requirements Generally.

(a) The Association shall obtain and maintain, in full force and effect, at all times, certain property, liability, and other insurance as hereinafter provided, all to the extent such insurance is reasonably available. All such insurance shall be obtained, to the extent reasonably available, from responsible companies duly authorized and licensed to do business in the State of Colorado. All insurance purchased by the Association shall be purchased from companies with the ratings of “A” or better, to the extent that insurance is available at reasonable cost to the Association through such companies.

(b) To the extent reasonably available, the casualty, property, and liability insurance policies shall: (i) provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents, and members; (ii) provide that the insurance cannot be canceled, invalidated, or suspended due to the conduct of the Association, its officers, directors, employees, and agents (but the insurance policies can be non-renewed); and (iii) provide that the policy of insurance shall not be terminated, canceled, or substantially modified without at least thirty (30) days prior written notice to the Association.

(c) Any insurance policy may contain such deductible provisions as the Association deems reasonable. Any loss falling within the deductible portion of a policy shall be borne by the Association, a responsible Owner, or the affected Owners, or any combination of them, as set forth in this Declaration or any applicable policy adopted by the Association.

Section 8.3      Property Insurance.

(a)      The Association shall maintain all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable Improvements located on the Common Area, those portions of the Sites, and Dwelling Units described in Section 8.3(b) of this Article, and the other property of the Association. The insurance shall name the Association as the insured and shall provide that it cannot be canceled by the insurance company until after at least thirty (30) days' prior written notice is given to the Association except in the case of nonpayment of premiums, in which case at least ten (10) days' prior written notice is required.

(b)      The Association shall also maintain insurance upon each Site, and each Dwelling Unit, as set forth in Exhibit B attached hereto and incorporated herein by this reference. The Association may assume additional insurance responsibilities beyond those set forth herein or in Exhibit B upon at least thirty (30) days prior written notice to the Owners.

(c)      All policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such first mortgagee, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of Jefferson County.

(d)      The Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Community by the Board.

(e)      The insurance described in this Section maintained by the Association shall include inflation coverage insurance, if such insurance is available, which shall at each renewal represent an estimate of one hundred percent (100%) of the replacement value of all insured property except land, foundation, excavation, and other items normally excluded from coverage and except for any deductible provisions as permitted in this Article.

(f)      The Association's insurance policy may contain a reasonable deductible.

Section 8.4      General Liability Insurance. The Association shall obtain a policy of public liability and property damage liability insurance covering the Common Area, in such limits as the Board may determine from time to time, but not in any amount less than a combined single limit of \$1,000,000.00.

Section 8.5      Insurance by Owners. Each Owner shall be responsible for maintaining insurance which covers her or his Site and Dwelling Unit to the extent not covered by the policies maintained by the Association as set forth in Exhibit B, as well as coverage for any personal property of the Owner or occupant, business interruption insurance/lost rent coverage, loss assessment coverage, and any other coverage deemed advisable. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby. Owners are also encouraged to carry property insurance on their personal property.

Section 8.6 Fidelity Insurance. The Association shall maintain fidelity coverage, if reasonably available, to protect against dishonest acts on the part of the Directors, Officers, Trustees, and employees of the Association and all others who handle, or who are responsible for handling, funds of the Association. Such fidelity coverage shall (i) name the Association as an insured, (ii) be written in an amount equal to at least two months' worth of assessments plus reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation and from any definition of "employee" or similar expression, and (iv) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days written notice to the Association.

Section 8.7 Workers Compensation. The Association shall obtain and maintain workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in forms now or hereafter required by law.

Section 8.8 Director and Officer Liability Insurance. The Association shall purchase directors' and officers' insurance in an amount reasonably necessary to protect the directors and officers.

Section 8.9 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available and necessary, policies with the following terms or provisions:

(a) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(b) All policies of insurance shall provide that the insurance there under shall not be invalidated, suspended, voidable, or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence, or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 8.10 Notice Upon Loss. In the event of any damage or destruction to, or loss to a Dwelling Unit that exceeds Five Thousand Dollars (\$5,000.00), written notice of such damage or loss shall be given by the Owner to the Association within ten (10) days after the later of the occurrence of such event or receipt of notice by the Owner of such event.

Section 8.11 Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 8.12 Insurance Premium. Except as assessed in proportion to risk, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the Annual Assessments levied by the Association.

Section 8.13 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment, and fidelity coverage.

Section 8.14 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another and the Board, to the extent of the insurance proceeds available, regardless of whether the insured damage or injury is caused by the negligence of or breach of any agreement by these persons.

Section 8.15 Adjustments by the Association. Any loss covered by an Association insurance policy shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any first mortgagee. The Association shall hold any insurance proceeds in trust for the Association, Owners, and first mortgagees as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Owners, and first mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored. If the insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Association may levy a Special Assessment or Insurance Assessment to cover the shortfall (or deductible) pursuant to this Declaration.

Section 8.16 Duty to Repair. Any portion of the Property and Common Area for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Owner, according to Exhibit B herein.

Section 8.17 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be to the parties as their interests and rights are determined or allocated by record or as set forth in the Act.

Section 8.18 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is or would be responsible for insuring shall be as follows:

(a) The Association shall pay or absorb the deductible amount for any work, repairs, or reconstruction for damage to Common Area unless the damage is caused by the negligent or willful acts of any Owner (or the Owner's agents, guests, licensees, invitees, or lessees, as set forth in this Declaration), in which case the Association shall seek reimbursement of the deductible amount as an Individual Purpose Assessment in compliance with and under the terms of this Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to the Site that would be the responsibility of the Owner in the absence of insurance coverage, unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible. If a negligent Owner fails to pay

the deductible for damage to a Site, the Association may, but shall not be obligated to, seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of Assessments. If a Site or Party Wall is damaged, then the Owner of that Site or the Owners sharing the Party Wall shall have primary responsibility, either directly or through the Owner's insurance company, for handling and paying for any work, repairs, reconstruction, or replacement.

Section 8.19     Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. Notwithstanding the Special Assessment procedure set forth in this Declaration, the Insurance Assessment shall be ratified unless vetoed by 90% of the Members pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 8.20     Association as Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any Improvements covered by insurance written in the name of the Association pursuant to this Article upon their damage or destruction as provided in this Declaration, or a complete or partial taking or condemnation as provided in this Declaration. Acceptance by a grantee of a deed or other instrument of conveyance conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact. Furthermore, if so requested, an Owner shall execute a separate instrument specifically setting forth this appointment.

Section 8.21     Indemnification.

(a)     The Association shall indemnify each Director and officer and their respective successors, personal representatives, and heirs, against all losses, costs, and expenses, including attorney's fees, reasonably incurred by them in connection with any action, suit, or proceeding to which they may be made a party by reason of their service to the Association, except as to matters as to which such person(s) shall be finally adjudged in such action, suit, or proceeding to be liable for wanton and willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of wanton and willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer is entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense, provided, however, that nothing in this Section 8.21 shall be deemed to obligate the Association to indemnify

any member or Owner who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him as a member or Owner under and by virtue of this Declaration (such as, without limitation, the payment of assessments, following the provisions of the Governing Documents, and the like).

(b) No independent contractor, including a Director, officer, member, or Owner providing services to the Association as an independent contractor (which exclusion does not include compensating unpaid volunteers for reasonable expenses incurred) shall be protected by this indemnification provision or any indemnification provision provided for in the Bylaws of the Association. Notwithstanding the foregoing, the Board of Directors may agree to indemnify its management company and managers, as well as other vendors, pursuant to a separate written agreement.

## **ARTICLE 9**

### **DAMAGE AND DESTRUCTION OF DWELLING UNITS**

Section 9.1 Reconstruction. In the event of damage or destruction to any Site or Dwelling Unit, caused by fire or other casualty, the Association shall use all available insurance proceeds for the damaged portions and shall repair or reconstruct those portions covered by insurance proceeds held by the Association promptly. In the event that the reconstruction cost of damaged items for which the Association is responsible to insure exceeds the amount of available insurance proceeds paid to the Association less applicable deductibles, which shall be handled as described hereinabove, the Association shall have the right to levy an Insurance Assessment for the deficiency, subject to the right of the Association to pursue damages for negligence or willful misconduct giving rise to the casualty and/or the shortfall in the insurance proceeds. The Owner of the damaged Site or Dwelling Unit shall be responsible for all other reconstruction obligations, and the Owner shall promptly reconstruct such Improvements at the Owner's sole cost and expense. In the event a Party Wall is damaged, reconstruction of the party wall shall be made in accordance with Section 6.8.

Section 9.2 Assessments During Reconstruction. Assessments payable to the Association shall not be abated during any period of damage, destruction, or reconstruction.

## **ARTICLE 10**

### **CONDEMNATION**

Section 10.1 Consequences of Condemnation. If at any time or times pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance of such condemnation, the provisions of this Article shall apply.

Section 10.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award," shall be payable to the Association.

Section 10.3 Complete Taking. In the event the entire Community is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance of a condemnation, ownership pursuant to this Declaration shall terminate. The Condemnation Award shall be apportioned equally among the Sites, provided that if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, the

same standard shall be employed to the extent it is relevant and applicable, in determining the share of each individual Site Owner.

Section 10.4 Partial Taking.

(a) In the event less than the entire Community is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, ownership hereunder shall not terminate and each Owner shall be entitled to a share of the Condemnation Award to be determined as herein provided.

(b) If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award, the Association shall employ such allocation to the extent it is relevant and applicable.

(c) If an allocation of the Condemnation Award has not been established in accordance with Section 10.4(b) herein, then as soon as practicable, the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated to taking of or injury as follows: (i) the respective amount allocated to the taking or injury to a particular Site shall be apportioned to that particular Site, (ii) the total amount allocated as severance damages shall be apportioned to those Sites which were not taken or condemned, (iii) the amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

(d) Disbursement of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective mortgagees.

Section 10.5 Reorganization. In the event a partial taking results in the taking of a complete Site, the Owner thereof automatically shall cease to be a member of the Association, and such Owner's interest shall thereupon terminate, and the Association, as attorney-in-fact for such Owner, may take whatever action is necessary and execute such documents as are necessary to reflect such termination. Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratio accordingly.

**ARTICLE 11**  
**AMENDMENT**

Section 11.1 Super Majority Vote. This Declaration can be amended, modified, or supplemented upon the affirmative vote or agreement of Owners representing at least sixty seven percent (67%) of the votes in the Association. Any and all amendments shall be recorded in the Office of the Jefferson County Clerk and Recorder.

Section 11.2 Majority Vote. In all other respects, the affirmative vote of Owners representing a majority of votes cast on the matter at a meeting at which a quorum is present shall be the act of the Association unless another approval requirement is specifically provided by this Declaration or by state law.

**ARTICLE 12**  
**RIGHTS OF FIRST MORTGAGEES**

Section 12.1 Payment of Taxes. Mortgagees of Sites may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and the first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. Upon request, the Association shall execute an agreement with a mortgagee of any Site evidencing their entitlement to such reimbursement.

Section 12.2 Priority to Proceeds. Neither the Owner, or any other party shall have priority over any rights of the mortgagee of a Site in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 12.3 Notification of Default. A mortgagee is entitled to, upon written request to the Association, written notification of any default in the performance by an individual Owner of any obligation under this Declaration which is not cured within sixty (60) days.

**ARTICLE 13**  
**GENERAL PROVISIONS**

Section 13.1 Enforcement. The Association and any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any provision, covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any civil action to enforce any provision, covenant, or restriction, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. In addition to any other enforcement rights listed in this Declaration, if an Owner fails to properly perform her or his maintenance responsibility, or otherwise fails to comply with the Declaration, the Association may record a notice of violation against the Owner and the Site. Such sanctions may include, without limitation:

- (a) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Site;
- (b) suspending the right to vote and the right to use Common Area;
- (c) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Site and the Owner as an Assessment) or taking action to abate any violation of the Declaration;
- (d) requiring an Owner, at the Owner's expense, to remove any structure or Improvement on such Owner's Site in violation of the Declaration and to restore the Site to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be



deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(e) without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(f) levying Individual Purpose Assessments to cover costs caused by the negligent or willful acts of any Owner (or the Owner's agents, guests, licensees, invitees, or lessees; and

(g) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

Section 13.2 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 13.3 Notice to Site Owners. Each Owner shall register a mailing address with the Association. All notices or demands intended to be served upon an Owner (including, without limitation, notice of matters affecting the Community) shall be sent via first class mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. In the event an Owner fails to register a mailing address with the Association as set forth herein, such Owner's registered mailing address shall be the mailing address of the Dwelling Unit owned by such Owner. All notices, demands, or other notices intended to be served upon the Board of the Association or the Association shall be sent certified mail, postage prepaid, to the office of the Association at its principal address listed with the Colorado Secretary of State.

### Secretarial Certificate

We, the undersigned President and Secretary of Lakewood Green Homes Association, do hereby certify that Owners representing at least 67% of the votes in the Association have provided their affirmative vote or agreement to this Declaration.

Lakewood Green Homes Association,  
A Colorado Nonprofit Corporation

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Witness my hand and official seal.

STATE OF COLORADO            )  
  )ss.  
COUNTY OF Jefferson         )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, and \_\_\_\_\_, as President and Secretary  
of the Lakewood Green Homes Association, a Colorado nonprofit corporation.

\_\_\_\_\_  
Notary public

## **Exhibit A**

Lakewood Green, Except Tract A, Jefferson County, Colorado, described more particularly as follows:

A PORTION OF THE  $W\frac{1}{2}$   $E\frac{1}{2}$   $NE\frac{1}{4}$   $SE\frac{1}{4}$  SECTION 3 T4S, R69W of the 6<sup>th</sup> P.M., LAKEWOOD, COLORADO, as shown on the plat recorded in the real property records of Jefferson County, Colorado on March 29, 1974 at Reception No. 629514.

**Exhibit B**

**LAKWOOD GREEN HOMES ASSOCIATION, INC.  
MAINTENANCE, REPAIR, AND INSURANCE RESPONSIBILITY CHART**

The following chart depicts the responsibility for maintenance, repair, and insurance between the Owners and the Lakewood Green Homes Association, Inc. Unless otherwise specified herein, the term “maintenance” when used in this Exhibit B shall include maintenance, repair, and replacement obligations.

Key

**O** = Owner

**A** = Association

**N/A** = Not Applicable

	<b>MAINTENANCE</b>	<b>INSURANCE</b>
<b><u>DWELLING UNIT EXTERIOR</u></b>		
Crawl Spaces (The Association shall not be liable for any damage or subsidence caused by ground water or soil movement)	<b>O</b>	<b>O</b>
Decks, porches, driveways, and patios (including enclosures constructed by an Owner)	<b>O</b>	<b>A</b>
Dwelling Unit foundation walls and adjacent soil and landscape grading (The Association shall not be liable for any damage or subsidence caused by ground water or soil movement)	<b>O</b>	<b>O</b>
Dwelling Unit slab flooring (The Association shall not be liable for any damage or subsidence caused by ground water or soil movement)	<b>O</b>	<b>O</b>
Exterior Chimney surface including the chimney cap, but excluding the flue	<b>A</b>	<b>A</b>
Exterior light fixtures serving one Dwelling Unit except coach lights along the streets	<b>O</b>	<b>A</b>
Exterior paint (including trim and garage doors but excluding garage doors that do not require paint)	<b>A</b>	<b>A</b>
Exterior surfaces of the Dwelling Units (including brick, siding, and trim) (excluding all doors and windows)	<b>A</b>	<b>A</b>
Garage interiors and exteriors, including garage doors, but excluding exterior painting and staining of garage doors (which shall remain the responsibility of the Association), and including any internal mechanical components of the garage door such as the opening mechanism, tracks, and springs	<b>O</b>	<b>O</b>
Gutters, downspouts, splash blocks, and downspout extensions—repair and replacement	<b>A</b>	<b>A</b>

	MAINTENANCE	INSURANCE
Gutters, downspouts, splash blocks, and downspout extensions —cleaning	A	N/A
Interior and exterior surfaces of windows and doors (including locks, glass, and screens)	O	A
Other roof-mounted exterior Improvements	O	O
Roofs (including shingles and paper, decking, flashing, roof vents, and roof jacks (but not roof joists or cross braces)	A	A
Skylights (including glass, frames, and mechanisms associated therewith)	O	A
Solar/Sola Tubes	O	A
Structural components of the Dwelling Units, including, but not limited to, beams, girders, columns, roof joists, and cross braces, perimeter and supporting walls and utilities, ducts, lines, and the like contained within such structural components	O	A
Structural components of windows and doors	O	A
Window wells (including lining and covers)	O	A
<b>UTILITIES</b>		
Air conditioner, including attached lines and hoses <b>servicing only one Dwelling Unit</b> , including any air conditioner platform and other related, similar components, but excluding air conditioner unit fencing	O	O
Air conditioner unit fencing	A	A
Attic fans and related wiring, switches, and other components	O	O
Radon mitigation units including pipes—painting and maintenance	O	O
Utilities <b>inside of the unfinished surfaces of perimeter walls, floors, and ceilings of Dwelling Units</b> , including, but not limited to, furnaces, heating equipment, thermostats, ducts, conduits, water/sewer pipes/lines, electrical wiring, electrical outlets, telephone wiring, telephone outlets, light switches, hot water equipment, cable wiring, sump pumps, circuit breakers	O	O
Utilities <b>outside of the unfinished surfaces of perimeter walls, floors, and ceilings of Dwelling Units</b> , including, but not limited to, furnaces, heating equipment, thermostats, ducts, conduits, water/sewer pipes/lines, electrical wiring, electrical outlets, telephone wiring, telephone outlets, light switches, hot water equipment, cable wiring, sump pumps, circuit breakers	O	A
Utilities serving a single Dwelling Unit, from the Dwelling Unit to the main supply line(s)	O	A

	<b>MAINTENANCE</b>	<b>INSURANCE</b>
Utilities serving more than a single Dwelling Unit	<b>A</b>	<b>A</b>
<b><u>DWELLING UNIT INTERIOR</u></b>		
All fixtures within Dwelling Units	<b>O</b>	<b>O</b>
Appliances including, but not limited to oven, range, refrigerator, and built-in microwave	<b>O</b>	<b>O</b>
Ceilings—finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	<b>O</b>	<b>O</b>
Ceilings—unfinished portions including, but not limited to, studs, beams, girders, supports, and insulation	<b>O</b>	<b>O</b>
Fireplaces (including hearth, damper, facade, firebox, and screen and flue)	<b>O</b>	<b>O</b>
Floor coverings—including, but not limited to, carpet, tile, vinyl, and hardwood	<b>O</b>	<b>O</b>
Furnishings, including all personal property such as furniture, electronics, clothing, area rugs, and freestanding appliances	<b>O</b>	<b>O</b>
Insects and other pests on individual Sites or inside individual Dwelling Units	<b>O</b>	<b>O</b>
Interior doors within a Dwelling Unit	<b>O</b>	<b>O</b>
Interior non-supporting walls within Dwelling Unit—finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	<b>O</b>	<b>O</b>
Interior non-supporting walls within Dwelling Unit – unfinished portions including, but not limited to, studs and insulation	<b>O</b>	<b>O</b>
Party Walls	<b>O</b>	<b>O</b>
Perimeter walls—finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	<b>O</b>	<b>O</b>
Perimeter walls—unfinished portions including, but not limited to, studs, insulation, beams, and girders between perimeter wall and building exterior	<b>O</b>	<b>O</b>
Permanent fixtures including, but not limited to, ceiling fans, handrails, cabinets, countertops, bathtubs, showers, sinks, and toilets	<b>O</b>	<b>O</b>
Subflooring—including, but not limited to, the beams, floor joists, and plywood deck or similar floor deck material	<b>O</b>	<b>O</b>
Window coverings	<b>O</b>	<b>O</b>
<b><u>GROUND</u></b>		
Any Improvement or fixture installed by any Owner and not otherwise listed	<b>O</b>	<b>O</b>
Common Area and Easement Areas, generally	<b>A</b>	<b>A</b>
Common Areas depicted on the Plat or described in the Declaration and not otherwise listed	<b>A</b>	<b>A</b>
Common Area parking	<b>A</b>	<b>A</b>

	<b>MAINTENANCE</b>	<b>INSURANCE</b>
Drainage system, culverts, and stormwater retention easements on Common Elements	<b>A</b>	<b>A</b>
Driveways and sidewalks on Sites leading to the street (The Association shall not be liable for any injury occurring on such property)	<b>O</b>	<b>O</b>
Grass, trees, shrubbery, flowers, and similar landscaping constituting part of the Common Areas	<b>A</b>	<b>A</b>
Grass, trees, shrubbery, flowers, rock, mulch, and similar landscaping located on Sites (including mowing, fertilizing, seeding/sodding, and watering grass, trimming trees, replacing dead flowers and plants, etc.) (excluding areas planted by Owners or requested to be maintained by Owners)	<b>A</b>	<b>A</b>
Interior Fences including air conditioner fences— repair and replacement and painting and staining (except those fences constructed by Owners)	<b>A</b>	<b>A</b>
Lighting for private roads and streets, sidewalks, curbs, steps, and walkways (including street coach lights)— maintenance and bulb replacement	<b>A</b>	<b>A</b>
Mail Kiosks, including mailboxes and brick enclosure	<b>A</b>	<b>A</b>
Monuments and signage for / within the community	<b>A</b>	<b>A</b>
Perimeter fences—repair and replacement and painting and staining	<b>A</b>	<b>A</b>
Private roads and streets, sidewalks, curbs, Common Area steps, and walkways (including snow removal)	<b>A</b>	<b>A</b>
Retaining walls	<b>A</b>	<b>A</b>
Site improvements original to the development of the properties, including driveway divider walls and columns	<b>A</b>	<b>A</b>
Snow removal on sidewalks, front porches, and driveways of Sites (excluding patios and decks)	<b>A</b>	<b>N/A</b>
Sprinkler/irrigation systems constituting part of the Common Areas	<b>A</b>	<b>A</b>
Sprinkler/irrigations systems on Sites (including heads and lines) (excepting sprinkler systems installed by Owners)	<b>A</b>	<b>A</b>