

AFTER RECORDING, RETURN TO:

Beth Diana
La Plata Communities
1755 Telstar Drive, Suite 211
Colorado Springs, CO 80920

Chuck Broerman
09/26/2019 12:15:45 PM
Doc \$0.00 122
Rec \$618.00 Pages

El Paso County, CO



219118085

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR**

**TABLE OF CONTENTS
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR**

**ARTICLE I
DEFINITIONS**

1.	“Act”	1
2.	Intentionally Reserved	1
3.	“Allocated Interests”	2
4.	Intentionally Reserved	2
5.	“Association”	2
6.	“Association Documents”	2
7.	“Board of Directors” or “Board”	2
8.	“Builder”	2
9.	“Common Elements”	2
10.	“Common Expense Liability”	2
11.	“Common Expenses”	2
12.	“Community”	2
13.	“Declarant”	2
14.	“Declaration”	3
15.	“Development Rights”	3
16.	“First Security Interest”	3
17.	“Improvements”	3
18.	“Lot”	3
19.	“Member”	4
20.	“Owner”	4
21.	“Period of Declarant Control”	4
22.	“Person”	4
23.	“Plat”	4
24.	“Security Interest”	4
25.	“Security Interest Holder”	4
26.	“Special Declarant Rights”	4

**ARTICLE II
ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

1.	Association	5
2.	Membership	5
3.	One Class of Membership	5
4.	Management Agreements and Other Contracts	6

5.	Power to Adopt Rules and Regulations	6
----	--	---

**ARTICLE III
BOARD OF DIRECTORS, MEMBERS AND OFFICERS**

1.	Authority of Board of Directors	6
2.	Election of Part of Board of Directors During Period of Declarant Control	6
3.	Authority of Declarant During Period of Declarant Control	6
4.	Termination of Period of Declarant Control.....	7
5.	Delivery of Documents by Declarant	7
6.	Budget.....	7
7.	Cooperation with Other Associations.....	7
8.	Notice and Comment	7

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

1.	Creation of the Lien and Personal Obligation for Assessments	8
2.	Purpose of Assessments.....	8
3.	Initial Annual Assessment	9
4.	Rate of Annual and Special Assessments	9
5.	Date of Commencement of Annual Assessments.....	9
6.	Special Assessments	9
7.	Notice and Quorum for Any Special Assessments.....	10
8.	Charges for Services to Less than All of the Lots	10
9.	Lien for Assessments	11
10.	Priority of Association Lien.....	11
11.	Receiver	12
12.	Certificate of Status of Assessments.....	12
13.	Effect of Non-Payment of Assessments; Remedies of the Association	12
14.	Surplus Funds	12
15.	Working Capital Fund	12
16.	Assessments for Misconduct	13
17.	Other Charges	13

**ARTICLE V
ARCHITECTURAL REVIEW**

1.	Applicable WIA Documents	13
2.	Application of WIA Documents	14
3.	Membership in the WIA.....	14
4.	Assessments	14
5.	Enforcement	15
6.	Amendments	15

**ARTICLE VI
INSURANCE**

1.	Insurance.....	15
2.	General Provisions of Insurance Policies	16
3.	Deductibles	17
4.	Payment of Insurance Proceeds	17
5.	Acceptable Insurance Companies.....	17
6.	Insurance to be Maintained by Owners	18
7.	Annual Review of Insurance Policies.....	18
8.	Notice of Cancellation	18

**ARTICLE VII
DAMAGE OR DESTRUCTION**

1.	Damage or Destruction.....	18
2.	Lots	19

**ARTICLE VIII
EXTERIOR MAINTENANCE**

1.	General.....	19
2.	Owner’s Negligence	20

**ARTICLE IX
RESTRICTIONS**

1.	General Plan.....	20
2.	Restrictions Imposed	20
3.	Residential Use	20
4.	Declarant’s Use.....	21
5.	Nuisances	21
6.	No Hazardous Activities; No Hazardous Materials or Chemicals	21
7.	No Annoying Light, Sounds, or Odors.....	21
8.	Restrictions on Trash and Materials; Trash Collection	22
9.	Lots to be Maintained	22
10.	Leases	22
11.	Maintenance of Grade and Drainage	22
12.	Subdivision of Lots or Lot Line Adjustments	22
13.	Use of Common Elements	23
14.	Driveway Requirement and Access Limitation.....	23
15.	Parking Restrictions; Use of Garage.....	23
16.	WIA Documents	23

**ARTICLE X
EASEMENTS**

1. Easement for Encroachments	23
2. Easement for Drainage and Utilities	23
3. Intentionally Reserved	24
4. Association Easement	24
5. Emergency Access Easement	24

**ARTICLE XI
PROPERTY RIGHTS IN THE COMMON ELEMENTS**

1. Owners' Easements	24
2. Extent of Owners' Easements	24
3. Delegation of Use	25
4. Conveyance or Encumbrance of Common Elements	25
5. Payment of Taxes or Insurance by Security Interest Holders	26

**ARTICLE XII
GENERAL PROVISIONS**

1. Enforcement and Arbitration	26
2. Severability	27
3. Conflict of Provisions	27
4. Conflict with Act	27
5. Intentionally Reserved	28
6. Duration, Revocation, and Amendment	28
7. Registration of Mailing Address	28
8. County Public Improvements, District 2	29
9. Termination of Community	29
10. Eminent Domain	29
11. Run with Land; Binding upon Successors	29
12. Limitation on Liability	29
13. No Representations or Warranties	29
14. Disclaimer Regarding Safety	29
15. Dedication of Common Elements	30

- Exhibit A – Community
- Exhibit B – Common Elements
- Exhibit C – Title Exceptions
- Exhibit D – Plat
- Exhibit E – Beach Design Standards
- Exhibit F – Beach PUD Plan

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BEACH AT WOODMOOR is made and entered into this 27th day of August, 2019, by LAKE WOODMOOR DEVELOPMENT, INC., a Colorado corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of that certain real property situated in the County of El Paso, State of Colorado, which is described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant desires to subject and place upon the real property described on the attached Exhibit A certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said real property and for the purpose of furthering a plan for the improvement, sale and ownership of said real property, to the end that a harmonious and attractive development of said real property may be accomplished and the health, comfort, safety, convenience and general welfare of owners in said real property, or any portion thereof, may be promoted and safeguarded; and

WHEREAS, a common interest community may be created pursuant to the Act (as hereinafter defined) only by recording a declaration executed in the same manner as a deed. The declaration must be recorded in every county in which any portion of the common interest community is located and must be indexed in the grantee's index in the name of the common interest community and in the name of the Association, and in the grantor's index in the name of each person executing the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the real property described on the attached Exhibit A shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the above-described real property and be binding on all parties having any right, title or interest in the above-described real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1. "Act" means the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 to 319, as amended.
2. Intentionally Reserved.

3. "Allocated Interest" means the Common Expense Liability and votes in the Association allocated to each Lot. The Allocated Interest for each Lot shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within the Community.

4. Intentionally Reserved.

5. "Association" means The Beach at Woodmoor Homeowners Association, a unit owners' association organized under Section 38-33.3-301 of the Act.

6. "Association Documents" means this Declaration and the Articles of Incorporation, Bylaws and Rules of the Association.

7. "Board of Directors" or "Board" means the body, regardless of name, designated in this Declaration and the Bylaws of the Association to act on behalf of the Association.

8. "Builder" means any Person who acquires from Declarant one or more Lots for the purpose of constructing thereon a residential dwelling and selling such dwelling unit, together with the Lot upon which it is situated, to any member of the general public.

9. "Common Elements" means any real property (which may include, without limitation, platted lots and platted tracts) owned or leased by the Association, other than a Lot (as defined below), for the benefit, use or enjoyment of the Owners or for which the Association is responsible for maintaining for the common good of the Community. The Common Elements at the time of recordation of this Declaration or which must become Common Elements are described on **Exhibit B** attached hereto and incorporated herein by this reference.

10. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot. The Common Expense Liability for each Lot shall be equal to the Allocated Interests of such Lot, subject to the adjustment described in Section 2 of Article IV of this Declaration.

11. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

12. "Community" means real property described on **Exhibit A** or which becomes subject to this Declaration, as supplemented and amended from time to time, with respect to which a Person, by virtue of such Person's ownership of a Lot, is obligated to pay for real property taxes, insurance premiums, maintenance or improvement of other real property described in this Declaration. The Community is a planned community under the Act. The Community is subject to the Woodmoor Improvement Association Documents as provided in Article V and other provisions of this Declaration.

13. "Declarant" means Lake Woodmoor Development, Inc., a Colorado corporation, and any other Person(s) acting in concert, to whom the Declarant, by recorded document, expressly assigns one or more of the Declarant's rights under this Declaration (which shall be the

extent of the Declarant's rights to which such assignee succeeds), and who:

(a) As part of a common promotional plan, offers to dispose to a purchaser such Declarant's interest in a Lot not previously disposed of to a purchaser; or

(b) Reserves or succeeds to any Special Declarant Right.

14. "Declaration" means this Declaration of Covenants, Conditions and Restrictions of The Beach at Woodmoor and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and also including, but not limited to, plats and maps.

15. "Development Rights" means any right or combination of rights reserved by a Declarant in this Declaration to:

(a) add real property to this Community, create Lots or Common Elements within this Community and subdivide Lots or convert Lots into Common Elements;

(b) withdraw real property from this Community and thereby decrease the number of Lots and /or Common Elements; and/or

(c) those rights granted to or reserved by Declarant, as set forth in this Declaration or the Act.

16. "First Security Interest" means a Security Interest (as hereinafter defined) that has priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments).

17. "Improvements" means all exterior improvements, structures and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball hoops, signs, exterior tanks and exterior air conditioning, cooling, heating and water softening equipment. Improvements shall also mean an excavation or fill the volume of which exceeds two cubic yards, and any excavation fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water upon or across any Lot, or which affects or alters the flow of any water in any natural or artificial stream, wash, or drainage channel upon or across any Lot or Common Element.

18. "Lot" means each platted lot or parcel of land shown upon any recorded Plat or other recorded map of the real property described on the attached **Exhibit A** as the same may be amended from time to time, with the exception of the Common Elements and any publicly dedicated real property. Without limiting the generality of the foregoing, if any platted lot(s) is

designated as Common Elements in this Declaration, or any amendment thereto, then such lot(s) shall constitute Common Elements, as defined above, rather than a Lot (as defined herein).

19. "Member" means each Owner; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

20. "Owner" means the Declarant, a Builder or other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation.

21. "Period of Declarant Control" means which is the sooner of (i) the applicable period of declarant control allowed under the Act; or (ii) a length of time expiring seven (7) years after initial recording of this Declaration in El Paso County, Colorado, provided that the Period of Declarant Control shall terminate no later than either sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than a Declarant, two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or two (2) years after any right to add new Lots to the Declaration was last exercised.

22. "Person" means a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture or any other entity recognized under the laws of the State of Colorado or any combination thereof.

23. "Plat" means a plat of the Community, along with a list of encumbrances affecting such property as required by §38-33.3-209 of the Act as attached hereto as **Exhibit C** and **Exhibit D** respectively. A supplemental plat (a "Supplemental Plat") may be recorded from time to time to reflect changes in the Community (including without limitation, changes in the boundary of the Community) as reflected on the Plat or a prior Supplemental Plat. For the avoidance of confusion, a subdivision plat required and approved by El Paso County as a condition to the County's approval of a subdivision of land is herein referred to as a "Subdivision Plat" and is not the Plat as defined in this Declaration and is not the plat required by §38-33.3-209 of the Act. The Plat is intended to satisfy the requirements of the Act and Subdivision Plat serves a different purpose and is intended to satisfy the requirements of the County.

24. "Security Interest" means an interest in real property or personal property in the Community, or any portion thereof, created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

25. "Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest.

26. "Special Declarant Rights" means rights hereby reserved for the benefit of a Declarant to perform the following acts: to build and complete Improvements in the Community; to exercise any Development Right; to maintain sales offices, construction offices, management

offices and signs advertising the Community and sale of Lots; to use easements through the Common Elements for the purpose of making Improvements within the Community or within real property which may be added to the Community, and to grant or create easements for access, utilities, drainage, water and other purposes incidental to development and sale of the Community located in or across Lots owned by Declarant or Common Elements, provided that such easements do not create a permanent, unreasonable interference with the rights of any Owners at the time such easement is created; to make the Community subject to a master association; to merge or consolidate a common interest community of the same form of ownership; to allocate any of the Common Elements or portions thereof as limited common elements and to allocate such limited common elements among particular Lots; to appoint or remove any officer of the Association or any Board of Directors member during any Period of Declarant Control; or to perform any other Declarant right set forth in this Declaration. Declarant also reserves the Special Declarant Right to convert any Lot or other portion of the property in the Community which is owned by Declarant into Common Elements or limited common elements. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Community. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time. Such rights shall terminate automatically upon the termination of the Period of Declarant Control.

ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Association. The Association has been or will be formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration and in its Articles of Incorporation and Bylaws. The Association shall have a Board of Directors to manage the affairs of the Association, as more fully provided in this Declaration, and in the Association's Articles of Incorporation and Bylaws.

2. Membership. The membership of the Association at all times shall consist exclusively of all Owners or, following termination of the Community, of all former Owners entitled to distributions of proceeds under the Act or their heirs, personal representatives, successors or assigns. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. One Class of Membership. The Association shall have one class of voting membership. Each Owner shall be entitled to one (1) vote for each Lot owned in accordance with the Allocated Interest attributable to each Lot, except that no votes allocated to a Lot owned by the Association may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Association. Except as otherwise provided in Article III of this Declaration, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and members of the Board of Directors, and may remove all officers and members of the Board of Directors which have been appointed by the Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for

the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

4. Management Agreements and Other Contracts. Any agreement for professional management of the Association's business or other contract providing for services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days' prior written notice.

5. Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Common Elements and the use of any other property within the Community, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Copies of the currently effective Rules and Regulations shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with such Rules and Regulations and shall see that Persons claiming through such Owner comply with such Rules and Regulations. The Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of a conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

ARTICLE III BOARD OF DIRECTORS, MEMBERS AND OFFICERS

1. Authority of Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except as provided in this Declaration or the Association Bylaws, the Board of Directors may act in all instances on behalf of the Association.

2. Election of Part of Board of Directors During Period of Declarant Control. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant.

3. Authority of Declarant During Period of Declarant Control. Except as otherwise provided in this Article, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors and may remove all officers and directors of the Board of Directors appointed by it.

4. Termination of Period of Declarant Control. Not later than the termination of the Period of Declarant Control, the Owners shall elect a Board of Directors (with the exact number of members of the Board of Directors to be set forth in the Bylaws of the Association), at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Board of Directors shall elect the officers. Such Board of Directors members and officers shall take office upon election.

5. Delivery of Documents by Declarant. After the Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by the Declarant, if and to the extent required by the Act.

6. Budget. Within thirty (30) days after adoption of any proposed budget for the Community, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Association budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) days nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting the budget is rejected by the vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, then the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

7. Cooperation with other Associations. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other community association (s) and/or any district(s), to share facilities, to share the costs and/or responsibility for any maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any person(s) in consideration of payment or reimbursement therefore, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other community association(s) and/or any district(s), or to otherwise cooperate with any other community association(s) and/or any district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board of Directors in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other community associations and/or any districts, as the Board of Directors may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other community associations, and/or any districts to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

8. Notice and Comment. Whenever the provisions of this Declaration or of the other governing documents of the Association or the Act require that an action be taken after "Notice and Comment" or "Notice and Hearing," and at any other time the Board determines, the

affected Owner(s) have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice shall be given to each affected Owner in writing delivered personally or by mail to all affected Owner(s) at such address as appears in the records of the Association, or notice shall be published in a newsletter or similar publication which is routinely circulated to all Owners. The notice shall be given not less than three (3) days before proposed action is to be taken. The notice shall invite comment (orally or in writing) to the Board before or at the scheduled time of any meeting or hearing.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. Each Owner, including Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Association: annual assessments or charges, special assessments, and other charges, fines, fees, interest, late charges, and other amounts, all as provided in this Declaration; with such assessments and other amounts to be established and collected as hereinafter provided. The annual and special assessments and other charges, fees and fines, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand (except as otherwise expressly provided in this Declaration), and without set-off or deduction. All Owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Lot during their ownership of such Lot. Each assessment, charge, fee and all other amounts under this Declaration, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. The Association's lien on a Lot for assessments and other amounts shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said lien.

2. Purpose of Assessments. The assessments levied by the Association shall be used to pay the Common Expenses and for maintenance, repair and replacement of the Common Elements, as provided in this Declaration, to promote the recreation, health, safety and welfare of the residents of the Lots, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration or the Articles of Incorporation or Bylaws of the Association, or by law, including without limitation, maintenance, operation, repair and replacement of publicly dedicated property, drainage facilities and easements; provided, however, that such assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements. Each Owner acknowledges that the benefits accorded to Lots that contain residences that are completed and are either occupied or are legally able to be occupied

("Completed Residence") is significantly greater than Lots that do not contain Completed Residences. In recognition of this fact and to establish an administrative process that takes this fact into account while providing a reasonable and cost effective administrative process to address this difference in benefits, each Owner acknowledges and agrees that each Lot that does not contain a Completed Residence as of the date of an applicable monthly assessment date will be assessed at the rate of 25% of the monthly assessment rate for a Lot that contains Completed Residences. In addition to the assessments under this Article IV, each Owner and the Association shall be obligated to pay the WIA assessments described in Section 4 Article V of this Declaration.

3. Initial Annual Assessment. Until the effective date of an Association budget ratified by the Owners with a different amount for the annual assessment, as provided above, the amount of the annual assessment against each Lot shall not exceed (i) One Hundred Dollars (\$100.00) per Lot per month for each Lot with a Completed Residence; and (ii) \$20.00 per Lot per month for each Lot without a Completed Residence.

4. Rate of Annual and Special Assessments. Annual and special assessments shall be fixed at a rate sufficient to meet the expected needs of the Association. The annual assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis (including without limitation, any drainage facilities owned or maintained by the Association), and for the payment of insurance deductibles. All annual and special assessments shall be assessed against all the Lots in accordance with the Allocated Interests set forth in this Declaration, except as specifically elsewhere provided in this Declaration, taking into account the limitation contained in Section 2 of this Article IV. If the Common Expense Liability is reallocated, annual assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liability.

5. Date of Commencement of Annual Assessments. Until the Association makes an annual assessment, which shall commence at such time as the Board of Directors may determine in its discretion, the Declarant shall pay all Common Expenses in the applicable amount provided for in Section 2 as limited by Section 3. After any annual assessment has been made by the Association, annual assessments shall initially not be greater than the amount set forth in Section 3 of this Article, and thereafter shall be based on a budget adopted by the Association as provided in this Declaration. A budget shall be so adopted by the Association no less frequently than annually. The annual assessments shall be due and payable in monthly installments, in advance, or on such other dates, and with such frequency (which may be other than monthly, but not less frequently than annually), as the Board of Directors determines in its discretion from time to time; provided that the first annual assessment shall be adjusted to reflect the time remaining in the first Association fiscal year and the budget shall reflect Lots with Completed Residences and Lots without Completed Residence. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last payment due.

6. Special Assessments. In addition to the annual assessments authorized in this Article, the Board of Directors may levy, in any fiscal year, with the approval of two-thirds (2/3) of the votes of a quorum (as provided below) of the Association votes cast by Members voting in

person or by proxy at a meeting duly called for this purpose, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the Common Elements or any portion of real property for which the Association has maintenance, repair and/or reconstruction obligations, including fixtures and personal property related thereto, or for repair or reconstruction of any damaged or destroyed Improvements located on said real property, or for the funding of any operating deficit incurred by the Association. Any such special assessment shall be set against each Lot in accordance with the Allocated Interest set forth in this Declaration, except as specifically elsewhere provided in this Declaration, taking into account the limitation contained in Section 2 of this Article IV. A meeting of the Members called for the purpose of considering the establishment of a special assessment shall be held in conformance with Section 7 of this Article IV. Notwithstanding the foregoing, special assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements.

7. Notice and Quorum for Any Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the Membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8. Charges for Services to Less than All of the Lots. The Association may, at any time and from time to time, provide services not authorized herein to less than all of the Lots, and the Owners of such Lots shall pay the Association for such services as, when and in such manner as may be determined by the Board of Directors in its discretion from time to time, which amounts shall be in addition to the annual and special assessments, and which amounts shall include overhead expenses of the Association. Any such services shall be provided, if at all, pursuant to an agreement in writing between the Association and the Owners of the Lots for which such service is to be provided, with such agreement to include a statement of the costs, fees and expenses reasonably expected to initially be incurred by the Association in providing such service(s). Services which may be provided by the Association pursuant to this Section include, without limitation (a) the construction, care, operation, management, maintenance, upkeep, repair, replacement and renovation of Improvements or property owned by such Owner(s); (b) the provision of any services or functions to such area(s) or Lot(s); (c) the enforcement of the provisions of any document or agreement of, on behalf of, and in the name of the applicable Owner; (d) the payment of taxes or other amounts for Owners with funds provided by such Owners; and (e) the procurement of insurance for Owners. The Association may, at its election, at any time from time to time, collect the aforesaid costs, fees, expenses and other charges from Owners to whom such services are provided, in advance or arrears, in monthly or other installments, or in addition to and on the same date for payment of, the assessments.

9. Lien for Assessments.

(a) The Association has a statutory lien on a Lot for any assessment levied against that Lot or fines imposed against its Owner. Fees, charges, late charges, attorneys' fees, fines and interest charged pursuant to this Declaration or the Act are enforceable as assessments under this Article. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(b) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required. However, the Board of Directors or managing agent of the Association may prepare, and record in the county in which the applicable Lot is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

(c) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of assessments becomes due.

(d) If two (2) or more associations have liens for assessments created at any time on the same property, those liens shall have equal priority.

10. Priority of Association Lien.

(a) A lien under this Article IV is prior to all other liens and encumbrances on a Lot except:

(i) Liens and encumbrances recorded before the recordation of the Declaration;

(ii) A First Security Interest on the Lot, which was recorded or perfected before the date on which the assessment sought to be enforced became delinquent; and

(iii) Liens for real estate taxes and other governmental assessments or charges against the Lot.

(b) A lien under this Section is also prior to the First Security Interests described in the preceding subsection (a)(ii) to the extent, if any, provided in the Act.

(c) This Section does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Association. A lien under this Article is not subject to the provisions of part 2 of Article 41 of Title 38, C.R.S. 1973, as

amended, or to the provisions of §15-11-201, C.R.S. 1973, as amended.

11. Receiver. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's assessments.

12. Certificate of Status of Assessments. The Association shall furnish to an Owner or such Owner's designee or to a Security Interest Holder or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished to the Owner or Security Interest Holder or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request. The Association shall have the right to charge a reasonable fee for the issuance of such certificates.

13. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof may bear interest from the due date at the rate of eight percent (8%) per annum, or at such other lawful rate as may be set from time to time by the Board of Directors, and the Board of Directors may charge a late charge thereon in an amount the Board determines from time to time to be sufficient to cover the extra costs and expenses involved in handling such delinquent payment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot. If a judgment or decree is obtained, including without limitation in a foreclosure action, such judgment or decree shall include a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and may include interest and late charges as above provided. No Owner may be exempt from liability for payment of assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Lot against which the assessments are made. This Article does not prohibit actions or suits to recover sums for which this Declaration creates a lien, nor does this Article prohibit the Association from taking a deed in lieu of foreclosure.

14. Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be retained by the Association as reserves and need not be paid to the Owners in proportion to their Common Expense Liability or credited to them to reduce their future assessments.

15. Working Capital Fund. The Association or Declarant shall require the first Owner (other than Declarant or a Builder) of any Lot who purchases that Lot from Declarant or a Builder and each Owner thereafter to make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual assessment (regardless of whether or not annual assessments have commenced as provided in Section 5 of

this Article). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant or a Builder of each Lot and each Lot sale thereafter and shall, until used, be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of assessments as the same become due.

16. Assessments for Misconduct. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that Common Expense exclusively against such Owner and his Lot.

17. Other Charges. The Association may levy and assess charges, costs and fees for the following matters, among others, in such reasonable amount(s) as the Board of Directors may determine in its discretion at any time from time to time, including charges to the Association by its managing agent or other Person: copying of Association or other documents; return check charges; charges for telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Lot; charges for notices and demand letters; and other charges incurred by the Association for or on behalf of any Owner(s). All such charges, costs and fees shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments.

ARTICLE V ARCHITECTURAL REVIEW

Notwithstanding any provision of this Declaration or any Association Document, the following provisions shall be controlling:

1. Applicable WIA Documents. The Community shall be subject to the following documents related to the Woodmoor Improvement Association ("WIA"):

(a) Pursuant to that certain Amendment To Documents Provided for in Settlement of Class Action (Beach Re-Designation) recorded on August 20, 2019, at Reception No. 219098141 of the real property records of El Paso County, State of Colorado (all recordings refer to said records) (the "Declarations Amendment"), the Declaration of Covenants, Conditions and Restrictions of Woodmoor Improvement Association recorded on July 12, 1971 in Book 2421 beginning at Page 215 of the real property records of El Paso County, State of Colorado, as modified by that certain Amendment To Documents Provided for in Settlement of Class Action (Dunes Re-Designation) recorded on December 9, 2016, at Reception No. 216143125 of the real property records of El Paso County, Colorado and by the Declarations Amendment;

(b) The Articles of Incorporation of the Woodmoor Improvement Association as filed with the Colorado Secretary of State on July 12, 1967, and any amendments or supplements thereto ("WIA Articles of Incorporation");

(c) The Bylaws of the Woodmoor Improvement Association as recorded in Book 6655 at Page 1228 and any amendments or supplements thereto (“WIA Bylaws”);

(d) The Policies, Procedures, Rules and Regulations of the Woodmoor Improvement Association as now existing or hereafter amended or supplemented (the “WIA Rules”);

(e) The Project Design Standards Manual, Part 5, Section B - The Beach, a copy of which is attached hereto as **Exhibit E** (the “Beach Design Standards”); and

(f) The Beach at Woodmoor Planned Unit Development Plan, a copy of which is attached hereto as **Exhibit F** (“Beach PUD Plan”) and which includes the landscape plan approved for The Beach.

All of the above documents are hereby incorporated herein by this reference, and are collectively referred to as the “WIA Documents”, provided however, notwithstanding any provision hereof, Section 2 and Section 3 of Article V of the WIA Covenants are hereby deleted from the WIA Documents (the “Deleted Sections”) and shall not apply to the Community or the Owners because those provisions are included in the Beach Design Standards and Beach PUD Plan.

In the event that any provision of the WIA Documents conflicts with this Declaration, the more restrictive provision shall apply as determined in writing by the WIA’s Board of Directors in its reasonable discretion. The following provisions contained in this Article V are in supplement to the WIA Documents:

2. Application of WIA Documents. Each Owner, and any other person or entity bound by this Declaration, shall strictly, fully and promptly comply with the applicable WIA Documents, except for the Deleted Sections. For example, all Owners and other persons shall comply with the Beach Design Standards, the Beach PUD Plan and the WIA Covenants (except the Deleted Sections) as to architectural matters, and no changes in landscaping, fencing, exterior materials or colors of buildings shall be commenced without compliance with the architectural procedures of the WIA Documents, including the Beach Design Standards and/or Beach PUD Plan. No Dwelling Unit or other Improvement shall be allowed upon any Lot if it violates the density, unit size, height, setback, exterior appearance or other provision, requirement or prohibition of the Beach Design Standards and/or Beach PUD Plan. The WIA has no responsibility for installation, repair, or maintenance of any trails or other Common Elements.

3. Membership in the WIA. Each Owner of a Lot shall automatically be a Member of the WIA and entitled to the rights and votes as provided by the WIA Documents, on the basis of one vote per Lot. Each Owner shall also be subject to all of the duties and obligations of membership in the WIA and the other requirements, prohibitions and provisions of the WIA Documents, except for the Deleted Sections.

4. Assessments. In addition to the assessments under this Declaration, each Owner and each Lot shall be subject to payment of assessments and other sums to the WIA in

accordance with the WIA Documents.

5. Enforcement. The WIA may enforce any and all provisions of the WIA Documents and/or this Declaration, including without limitation the provisions of this Article V, against any Owner, the Association or other person or entity. The WIA may require correction of any violations of this Declaration and/or the WIA Documents (except for the Deleted Sections) and may impose fines or other remedies in accordance with this Declaration and/or the WIA Documents.

6. Amendments. Any amendments, changes, waivers or variances of the provisions of this Declaration or other Association Document shall require the prior written approval of the WIA's Board of Directors, in its reasonable discretion.

ARTICLE VI INSURANCE

1. Insurance. The Association shall maintain insurance as required by the Act and other applicable law, including the following types of insurance on the Common Elements, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as Common Expenses. In addition, the Association may maintain such insurance on such other property as the Board of Directors may determine in its discretion from time to time, or as may be hereinafter required. Notwithstanding any of the specific insurance requirements specified in this Article, the Association may also consider, in determining the types and amount of insurance it needs to obtain, the then-existing requirements of any of applicable governmental agencies.

(a) Property insurance on the Common Elements for broad form covered causes of loss; except that the total amount of insurance must not be less than the full insurance replacement costs of all the insured property less applicable deductibles at the time the insurance is purchased and at such renewal date, exclusive of land, foundation, excavations and other items normally excluded from property policies.

(b) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements, insuring the Association in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, insuring the Board of Directors, the Association, any managing agent and their respective employees, agents and all Persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as an Owner and member of the Board of Directors. The Owners shall also be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

(c) A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and/or any independent contractor employed by the Association for the purpose of

managing the Community and/or any Owner who disburses funds of the Association, in an amount at least equal to the estimated maximum of funds, including maintenance reserves, in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than two (2) months aggregate assessments on the Lots, plus such reserve funds as calculated from the current budget of the Association. The Association may carry fidelity insurance in amounts greater than required hereinabove and may require any independent contractor employed for the purposes of managing the Community to carry more fidelity insurance coverage than required hereinabove. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subsection (c).

(d) If any Common Elements are located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then such a policy of flood insurance on such parcels in an amount at least equal to the lesser of:

(i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

(ii) one hundred percent (100%) of current replacement costs of all buildings and other insurable property located within a designated flood hazard area.

(e) In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

2. General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory Security Interest Holder's clause in favor of each Security Interest Holder and a provision that it cannot be cancelled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and each Security Interest Holder, insurer or guarantor of a Security Interest. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including Security Interest Holders, upon request. Any such Owner's policy shall also contain waivers of subrogation. All policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Association. Insurance obtained by the Association, to the extent reasonably feasible, and provided that Declarant reimburses the Association for any additional premium payable as a result, shall name

Declarant as an additional insured and shall contain a waiver of subrogation rights against Declarant. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Association Properties and property of Declarant.

3. Deductibles. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles and any other matters of claims adjustment.

(a) To the extent the Association settles a claim for damages, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event that more than any one (1) Lot is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association.

(b) Any loss to any Lot or to any Common Elements that the Association has the duty to maintain, repair and/or reconstruct, which falls within the deductible portion of such policy, shall be borne by the Person who is responsible for the repair and maintenance of the property that is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the Persons sharing in such joint duty or may be partly or wholly borne by the Association, at the election of the Board of Directors. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner, his tenants, family members, guest or invitees. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any assessment.

4. Payment of Insurance Proceeds. Any loss covered by an insurance policy described in Section 1 of this Article must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Security Interest Holder. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and Security Interest Holders as their interests may appear. Subject to the provisions of Section 1 of Article VII of this Declaration, the proceeds must be disbursed first for the repair or restoration of the damaged property; and the Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Community is terminated.

5. Acceptable Insurance Companies. Each insurance policy purchased by the Association must be written by a hazard insurance carrier that is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee; (b) under the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgages or any Owner from collecting insurance proceeds.

6. Insurance to be Maintained by Owners. An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Lot and the Improvements thereon, including but not limited to flood insurance, and the furnishing and other items of personal property belonging to an Owner, and public liability insurance coverage on each Lot, shall be the responsibility of the Owner of such Lot.

7. Annual Review of Insurance Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors to ascertain that the coverage provided by such policies adequately covers those risks intended to be insured by the Association. In making the aforesaid determination, the Board of Directors or the managing agent of the Association may obtain a written appraisal from a duly qualified real estate or insurance appraiser, or seek other advice or assistance.

8. Notice of Cancellation. If the insurance described in Section 1 of this Article is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered, or sent prepaid by United States Mail, to all Owners. If the insurance described in Section 1 of the Article is not reasonably available, the Association may carry any other insurance it considers appropriate.

ARTICLE VII DAMAGE OR DESTRUCTION

1. Damage or Destruction.

(a) Any portion of the Community which is covered by a policy of insurance which is required to be carried by the Association under this Declaration and which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(i) The Community is terminated;

(ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

(iii) Sixty-seven percent (67%) of the Owners, including every Owner of a Lot that will not be rebuilt, vote not to rebuild; or

(iv) Prior to the conveyance of any Lot to a Person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Community rightfully demands all or a substantial part of the insurance proceeds.

(b) The cost of repair or replacement that is covered by insurance carried by the Association, but which is in excess of insurance proceeds and reserves, is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable

thereto must be used to restore the damaged area to a condition compatible with the remainder of the Community and, except to the extent that other Persons will be distributees, the remainder of the proceeds must be distributed to all the Owners or lienholders, as their interest may appear, in proportion to the Common Expense Liability of all the Lots. If the Owners vote not to rebuild any Lot, that Lot's Allocated Interests are automatically reallocated upon the vote as if the Lot had been condemned, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting such reallocations.

2. Lots. Any damage to or destruction of any structure located on a Lot shall, except as hereafter provided, be promptly repaired and reconstructed by the Owner thereof using insurance proceeds and personal funds of such Owner.

ARTICLE VIII EXTERIOR MAINTENANCE

1. General.

(a) Maintenance, repair and replacement of all Common Elements, Improvements located thereon, and of any drainage structure or facilities, or other public Improvements or publicly dedicated property required by the local governmental entity as a condition of development of the Community or any part thereof, shall be the responsibility of the Association unless such Improvements or property have been dedicated to and accepted by the local governmental entity for the purpose of maintenance, repair and replacement or unless such maintenance, repair and replacement has been accepted and authorized by law to be performed by a special district or other municipal or quasi-municipal entity. Without limiting the foregoing, the Association's maintenance responsibility shall include the maintenance, repair and replacement of the detention basin/BMP within the Community (the "Detention Basin") and all mail kiosks, and landscaping located within the Community. Further, the Association may provide such other maintenance, repair and replacement as the Board of Directors deems appropriate from time to time, including without limitation publicly dedicated property and the Improvements located thereon. The costs, expenses, fees and other amounts to be expended for the maintenance and repair provided for in this subsection (a) shall, subject to Section 2 of this Article, be collected by the Association as assessments pursuant to Article IV hereof.

(b) The Declarant and the Association agree for themselves, their respective successors and assigns, including individual Lot Owners within the Community that they will regularly and routinely inspect, clean maintain the Detention Basin as provided for in the Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded contemporaneously with this Declaration regarding the Community, and otherwise keep the same in good repair, all at their own cost and expense. El Paso County absolutely shall have no responsibility whatsoever to construct, maintain or repair any portion of the Detention Basin in the Community.

(c) The maintenance, repair and replacement of each Lot, including but not limited to the interior and exterior of the residence and other Improvements constructed thereon, shall be the responsibility of the Owner of such Lot.

(d) No changes, modification or additions shall be made to the Common Elements, the Lots or the Improvements in a manner that is in violation of or impacts the WIA, as determined in the reasonable discretion of the WIA, without the prior written approval of the WIA as provided for in the WIA Documents.

2. Owner's Negligence. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of or within any property for which the Association has an obligation to maintain, repair or reconstruct, any Lot, or any Improvements located thereon, is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the laws of the State of Colorado; and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to the assessment to which such Owner's Lot is subject and shall be subject to all of the terms and provisions of Article IV of this Declaration. A determination of the negligence or willful act or omission of any Owner, or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

ARTICLE IX RESTRICTIONS

1. General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Lots, all in order to enhance the desirability and attractiveness of the Lots and subserve and promote the sale thereof.

2. Restrictions Imposed. This Community is subject to the recorded easements, licenses and other matters listed on Exhibit C attached hereto and incorporated herein by this reference. In addition, the Declarant declares that all of the Lots shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Association if such strict application would be unreasonable or unduly harsh under the circumstances. Notwithstanding any provision hereof, the Community is also subject to the restrictions of the WIA Documents and any such WIA restrictions may be enforced by the WIA Board in its sole discretion.

3. Residential Use. Subject to Section 4 of this Article, Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner may use the Lot for professional or home occupation(s) so long as the applicable zoning permits

such use, there is no external evidence thereof, and no unreasonable inconvenience to other residents of the Lots is created thereby.

4. Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant and/or a Builder, and its employees, agents and contractors, to perform such reasonable activities, and to maintain upon portions of the Lots such facilities as they deem reasonably necessary or incidental to the development, construction and sale of Lots, and development and construction of Improvements, specifically including, without limiting the generality of the foregoing, maintaining management sales offices, in such numbers, of such sizes, and at such locations as they determine in their reasonable discretion from time to time. Further, nothing contained in the Declaration shall limit the right of the Declarant or require Declarant or a Builder to obtain approvals: (a) to excavate, cut, fill or grade any property owned by Declarant or a Builder or to construct, alter, demolish or replace any Improvements; (b) to use any structure on any property owned by Declarant or a Builder as a construction, management, model home or sales or leasing office in connection with the development, construction or sale of any property; and/or (c) to require Declarant to seek or obtain the approval of the Association for any such activity or Improvement by Declarant on any property owned by Declarant or a Builder. Notwithstanding the foregoing, Declarant and Builders shall not perform any activity or maintain any facility on any portion of the Lots in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner, his family members, guests or invitees, of and to his Lot and to a public right-of-way. Any real estate used as a sales office, management office, construction office or a model, shall be a Lot or Common Elements.

5. Nuisances. No nuisance shall be permitted in the Community or any portion thereof, not any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of the Community or any portion thereof. As used herein, the term "nuisance" shall not include any activities of Declarant or a Builder which are reasonably necessary to the development and construction of, and sales activities in, the Community; provided, however, that such activities shall not unreasonably interfere with any Owner's use and enjoyment of his Lot, or with any Owner's ingress and egress to or from his Lot and a public way.

6. No Hazardous Activities; No Hazardous Materials or Chemicals. No activities shall be conducted on a Lot or within Improvements constructed on any Lot that are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Lot except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

7. No Annoying Light, Sounds, or Odors. No light shall be emitted from any Lot that is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot that is unreasonably loud or annoying; and no odor shall be permitted from any Lot that is

noxious or offensive to others.

8. Restrictions on Trash and Materials; Trash Collection.

(a) No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside the residence on any Lot nor shall any such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage, trash or recycling pickup. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

(b) The Board of Directors shall have the right to require that all trash collection that is performed by a private trash collection company within the Community to be performed by one company, and that trash collection by a private trash collection company be collected from all Lots or specified areas within the Community by such company on the same day of each week. Unless the Board of Directors determines that the cost of trash collection shall be paid by the Association as part of the Common Expenses, the cost of trash collection shall be paid by each Owner directly to the trash collection company and the Association shall not have any duty to pay the costs of trash collection or to assess the costs thereof to the Owners as assessments.

9. Lots to be Maintained. Each Lot, including but not limited to the landscaping thereon, shall at all times be kept in a clean and slightly condition. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Lot except as necessary during the period of construction.

10. Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Lot, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease the Lot, but all leases shall be in writing and all leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Declaration, and the articles of incorporation, bylaws and rules and regulation of the Association.

11. Maintenance of Grade and Drainage. Each Owner shall maintain the grading upon his Lot, and the Association shall maintain the grading upon the Common Elements, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each Owner and the Association agree, for themselves and their successors and assigns, that they will not in any way interfere with the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property. For purposes of this Section, "established drainage" is defined as the drainage that exists at the time final grading of a Lot is completed.

12. Subdivision of Lots or Lot Line Adjustments. The Declarant reserves as a Special Declarant Right, the right to subdivide or replat any Lot(s) owned by Declarant. The Declarant hereby reserves, as a Special Declarant Right in order to build and complete Improvements in the Community, the right to move any Lot line(s) with the consent of the Owner(s) of each Lot whose Lot line is being moved. Such Lot line adjustments may be done by the Declarant, if at

all, for the purpose of accommodating Improvements which are constructed or are to be constructed, and shall not change the number of Lots in the Community at the time such Lot line adjustment is approved by the applicable governmental entity. This Special Declarant Right shall terminate automatically as provided in Article I, Section 26 of this Declaration.

13. Use of Common Elements. An easement is hereby granted to the Declarant through the Common Elements as may be reasonably necessary for the purpose of discharging any of Declarant's or Builder's obligations or exercising any Special Declarant Rights. Subject to the immediately preceding sentence:

(a) No use shall be made of the Common Elements that will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Elements.

(b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Elements to all Members, nor shall any Owner place any structure whatsoever upon the Common Elements.

(c) The use of the Common Elements shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors.

14. Driveway Requirement and Access Limitation. No driveway shall be established unless an access permit has been granted by El Paso County, Colorado. No Lot shall have direct access to Woodmoor Drive.

15. Parking Restrictions; Use of Garage. Garages shall be used for parking automobiles and other motor vehicles only and shall not be converted for living or recreational activities or for storage which prevents the parking of an automobile therein.

16. WIA Documents. The Community shall be subject to the WIA Documents described in Article V of this Declaration. In the event of any conflict between this Declaration and the WIA Covenants, the more restrictive shall apply.

ARTICLE X EASEMENTS

1. Easement for Encroachments. To the extent that any Lot or Common Element encroaches on any other Lot or Common Element, a valid easement for the encroachment exists; to the extent any utility service extension line providing service to an individual Lot encroaches on any other Lot or Common Element, a valid easement for the encroachment exists.

2. Easements for Drainage and Utilities. Easements for the installation and maintenance of utilities, drainage facilities, public or private improvements and access thereto are reserved as shown on the recorded plats affecting the Lots and any amendments to such plats or as established by any other instrument of record. Additionally, the Community and the Lots are subject to the easements and rights-of-way shown on the Plat. Declarant creates and reserves

to itself until the expiration of the period of Special Declarant Rights, and thereafter to the Association, a blanket non-exclusive easement upon, over and across the Common Elements for the construction, operation, maintenance, repair and replacement of utilities and facilities therefore and other appurtenances thereto.

3. Intentionally Reserved.

4. Association Easement. Easements to perform its maintenance and enforcement duties and as necessary to exercise its powers pursuant to this Declaration are hereby granted by Declarant to the Association, its officers, agents, employees, and assigns, upon, across, over, in, and under the Community together with the right to make such use of the Community as may be necessary and appropriate in carrying out such maintenance and enforcement duties. All conveyances of Lots hereafter made, whether by Declarant or other Person, shall be construed to grant and reserve the easements contained in this Declaration, whether or not specific reference to such easements or to the Declaration appears in the instrument of such conveyance.

5. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets, alleys and upon any portion of the Community in the proper performance of their duties.

ARTICLE XI
PROPERTY RIGHTS IN THE COMMON ELEMENTS

1. Owners' Easements. Every Owner shall have the easements in and to the Common Elements as provided on the Plat of the Community and such easement shall be appurtenant to and shall pass with the title to every Lot.

2. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration;

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Elements and to mortgage said property as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a Security Interest unless such is approved by Members casting at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by the Declarant;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure;

(d) The right of the Association to promulgate, amend, repeal, re-enact and publish rules and regulations with which each Member shall strictly comply, including, but not

limited to, the right of the Association to regulate and/or restrict vehicular parking and Improvements;

(e) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot or any other amount due from such Member to the Association remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Bylaws of the Association or the Association rules and regulations;

(f) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless first approved by the Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by the Declarant, and unless written notice of the proposed agreement and the proposed dedication or transfer is sent to every Member at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses and easements for public utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the Community shall not be deemed a transfer within the meaning of this subsection (f);

(g) The right of the Association, through its Board of Directors, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or Improvements by Owners, other persons, their family members, guests and invitees, for any purpose(s) the Board of Directors may deem to be useful, beneficial or otherwise appropriate; and

(h) The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.

3. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Elements to the members of his family, his tenants, or contract purchasers who reside on his Lot.

4. Conveyance or Encumbrance of Common Elements.

(a) Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only if Persons entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by a Declarant, agree to that action.

(b) An agreement to convey Common Elements or subject them to a Security Interest must be evidenced by the execution of an agreement, or ratification thereof, in the same manner as a deed, by the requisite number of Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Common Interest Community is situated and is effective only upon recordation.

(c) The Association, on behalf of all Owners, may contract to convey an interest in the Common Interest Community pursuant to subsection (a) of this section, but the contract is not enforceable against the Association until approved, executed and ratified. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

(d) Unless in compliance with this section, any purported conveyance, encumbrance, judicial sale or other transfer of Common Elements is void.

(e) A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Lot of its rights of ingress or egress to the Lot and support of the Lot.

(f) A conveyance or encumbrance of Common Elements pursuant to this section does not affect the priority or validity of preexisting encumbrance.

5. Payment of Taxes or Insurance by Security Interest Holders. Security Interest Holders shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which are or have become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any Security Interest Holders making any such payments shall be owed immediate reimbursement therefore from the Association.

ARTICLE XII GENERAL PROVISIONS

1. Enforcement and Arbitration.

(a) Except for those claims subject to subsection (b) of this Section, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, as supplemented and amended, may be by any proceeding at law or in equity against any Person(s) (including, without limitation, the Association) violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of any of the aforesaid documents. In any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant, restriction or other provision herein contained, or any other provision of any of the aforesaid documents, shall in no event be deemed a waiver of the right to do so thereafter.

(b) Any claim, controversy or dispute, whether sounding in law, equity, contract or tort (excluding, however, tort claims arising from physical bodily injury) between the

Declarant, the Association and/or any one or more Owners over or related to: (i) the design, construction or physical condition of the Common Elements, Units or Improvements related thereto and made against the Declarant or the Association, which shall be deemed a "Construction Dispute; or (ii) the enforcement of the provisions of the Declaration or that concerns or requires the application of any provision of this Declaration, the Bylaws or of the Act, or any related agreements, but shall expressly exclude: (v) any action by any party to seek, obtain, or enforce a temporary restraining order, a preliminary injunction or similar equitable order or decree; (w) any action by any party to compel arbitration, or any award or decision of any arbitration conducted pursuant to this Section; (x) any action to assess or collect any Assessments; or (y) any action relating to the enforcement or discharge of any mechanic's lien shall be resolved by binding arbitration in accordance with the Uniform Arbitration Act of 1975, C.R.S. §13-22-201, et seq., as amended (or if such Act is repealed, then such other uniform state arbitration law enacted in its place). Any such arbitration proceeding may be required by an aggrieved person upon written notice delivered to the Association, the Declarant or other person(s), as the case may be, before the date when commencement of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. No such demand for arbitration shall be made after the date when such proceedings would be barred by the applicable statute of limitations. The American Arbitrations Association ("AAA") (or other mutually acceptable arbitrator) shall administer all aspects of arbitrations conducted hereunder, including the selection of arbitrators, pursuant to the AAA's Commercial Arbitration Rules. Arbitration hereunder shall be before a three-person panel of arbitrators for any dispute involving claims and counterclaims in the aggregate of One Hundred Thousand Dollars (\$100,000.00) or more, unless the parties agree to a single arbitrator, and shall be resolved before a single arbitrator for such disputes involving claims and counterclaims, in the aggregate, of less than One Hundred Thousand Dollars (\$100,000.00). Each arbitrator shall possess the requisite experience and expertise in respect to matters to which the controversy relates to enable him or her to perform his or her arbitral duties competently. The cost of the arbitrator(s) and of any hearing transcript shall be divided equally between the parties. Any and all discovery in conjunction with such arbitration shall be limited to information directly relevant to the controversy or claim in arbitration and shall be concluded within forty-five (45) days after the appointment of the arbitrator or arbitration panel.

(c) This Declaration and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

2. Severability. All provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association are severable. Invalidation of any of the provisions of any such documents, by judgment, court order or otherwise, shall in no way affect or limit any other provisions that shall remain in full force and effect.

3. Conflict of Provisions. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

4. Conflict with Act. In the event that any of the terms or provisions of this

Declaration are in conflict or inconsistent with the Act, the terms or provisions of the Act shall control and govern. In case of any such conflict or inconsistency, the applicable terms and provisions contained in this Declaration shall, to the extent possible, be construed in accordance with the Act, and any conflict with or violation of the Act by any terms or provisions of this Declaration shall not affect, void, or render unenforceable any other term or provision of this Declaration (which shall be in full force and effect in accordance with their terms).

5. Intentionally Reserved.

6. Duration, Revocation, and Amendment.

(a) Each and every provision of this Declaration shall run with and bind the land in perpetuity. Except as otherwise provided in this Declaration, this Declaration may be amended by a vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

(b) Declarant reserves the right and is granted the power to make amendments to this Declaration or a Plat at any time prior to the expiration of the period of Special Declarant Rights to correct clerical, typographical or technical errors.

(c) No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

(d) Every amendment to the Declaration must be recorded in every county in which any portion of the Community is located, and is effective only upon recordation.

(e) Except to the extent expressly permitted or required by other provisions of this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Lots, or change the boundaries of any Lot or the Allocated Interest of a Lot, or the uses to which any Lot is restricted, in the absence of a vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by a Declarant, are allocated. Notwithstanding any provision hereof, any amendment to this Declaration or other Association Document shall require the prior written approval of the WIA Board of Directors regarding matters that have an impact on the WIA, as determined by the WIA Board.

(f) Amendments to the Declaration that are required by this Declaration to be recorded by the Association may be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

7. Registration of Mailing Address. Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the Association, and annual statements, and all other notices or demands intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be personally

delivered or sent by first class mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors or the Association during the Period of Declarant Control shall be sent by registered or certified mail, postage prepaid, Lake Woodmoor Development, Inc., 1755 Telstar Drive, Suite 211, Colorado Springs, CO 80920, Attn.: Doug Quimby, unless such address is changed by the Association during the Period of Declarant Control subsequent to the termination of the Period of Declarant Control. The Association shall notify the Owners of a different address for notices.

8. County Public Improvements, District 2. Pursuant to Resolution 12-416, approved by the Board of Directors, El Paso County Public Improvement District 2, and recorded contemporaneously with this Declaration, the parcels within the platted boundaries of The Beach at Woodmoor, Filing No. 1 are included within the boundaries of the El Paso County Public Improvement District 2 and as such is subject to applicable road impact fees and mill levy.

9. Termination of Community. The Community may be terminated only in accordance with the provisions of the Act.

10. Eminent Domain. The taking by eminent domain of a Lot(s) or Common Elements), or any portion thereof, shall be done in accordance with applicable law, including without limitation the Act.

11. Run With Land; Binding Upon Successors. The benefits, burdens and all other provisions contained in this Declaration shall be covenants running with and binding upon the Community and all real property and Improvements which are now or hereafter a part thereof. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

12. Limitation on Liability. The Association, the Board of Directors, the Declarant, and any member, agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act unless the action or failure to act was not in good faith and was done or withheld with malice.

13. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

14. Disclaimer Regarding Safety. DECLARANT AND THE ASSOCIATION HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY

PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT AND THE ASSOCIATION ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY.

15. Dedication of Common Elements. Declarant in recording this Declaration has designated certain areas of land as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities, as provided in this Declaration. The Common Elements owned by the Association are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Owners as more fully provided in this Declaration.

[Signature Page Follows]

EXHIBIT A
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR
COMMUNITY

The Community: THE BEACH AT WOODMOOR, FILING NO. 1, EL PASO COUNTY,
COLORADO.

EXHIBIT B
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR

COMMON ELEMENTS

Common Elements (at the time of recording this Declaration):

<u>Property</u>	<u>Use</u>
TRACT A	Flowage, Utility and Access Easements, Open Space
TRACT B	Flowage, Utility and Access Easements, Open Space
TRACT C	Signage, Landscaping, Mail Box, Utilities
TRACT D	Landscaping & utilities
TRACT E	Signage, Landscaping
TRACT F	Open Space, Drainage, Utilities, Signs, Mailbox
TRACT G	Landscape, Utilities, Detention Pond

EXHIBIT C
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR
TITLE EXCEPTIONS

The following items which are recorded are recorded in the office of the Clerk and Recorder of El Paso County, Colorado:

- Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement to be recorded.
 - Terms, conditions, agreements and provisions to Obligations contained in the Private Detention Basin/Stormwater Quality Best Practices Maintenance Agreement and Easement to be recorded.
 - El Paso County Public Improvements District 2, pursuant to Resolution _____ approved by the Board of Directors, El Paso County Public Improvement District 2, recorded on _____ at Reception No. _____, subjecting the Lots to applicable road impact management fees and mill levy.
 - (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 14, 1861, IN BOOK 45 AT PAGE **137**.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEEDS OF BILL OF SALE RECORDED APRIL 10, 1951 IN BOOK 1290 AT PAGE **233** AND APRIL 26, 1952 IN BOOK 1337 AT PAGE **155**
- RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENTS RECORDED JUNE 28, 1963, IN BOOK 1963 AT PAGE **796** AND APRIL 10, 1964 IN BOOK 2006 AT PAGE **457**.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS

SET FORTH AND GRANTED IN GRANT OF PERMANENT EASEMENT RECORDED NOVEMBER 12, 1969 IN BOOK 2318 AT PAGE [624](#).

- RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JULY 12, 1971, IN BOOK 2421 AT PAGE [212](#), CERTIFICATES RECORDED MAY 4, 1972 IN BOOK 2486 AT PAGE [679](#), AND JUNE 16, 1972 IN BOOK 2496 AT PAGE [968](#). (AFFECTS PARCEL A)

- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE BEACH AT WOODMOOR RECORDED JUNE 20, 1972 IN BOOK V2 AT PAGE [57](#). ORDER APPROVING SETTLEMENT OF CLASS ACTION RECORDED SEPTEMBER 16, 1999 UNDER RECEPTION NO. 99146134 AND AMENDMENT TO DOCUMENTS PROVIDED FOR IN SETTLEMENT OF CLASS ACTION (DUNES RE-DESIGNATION) RECORDED DECEMBER 9, 2016 UNDER RECEPTION NO. 216143125. (AFFECTS PARCEL A)

- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, AND EASEMENTS AS GRANTED AND SET FORTH IN EASEMENT RECORDED JULY 5, 1972 IN BOOK 2502 AT PAGE [910](#). (AFFECTS PARCEL A)

- THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 18, 1977, IN BOOK 2941 AT PAGE [577](#), AND JULY 18, 1977 UNDER RECEPTION NO. [341358](#).

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF FINDINGS, JUDGMENT AND DECREE CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE TOWN OF MONUMENT RECORDED AUGUST 24, 1987 IN BOOK 5412 AT PAGE [801](#).

- RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 16, 1999, UNDER RECEPTION NO. [099146134](#), AND RATIFICATION RECORDED DECEMBER 23, 2008 UNDER RECEPTION NO. [208134846](#). AMENDMENT TO DOCUMENTS PROVIDED FOR IN SETTLEMENT OF CLASS ACTION RECORDED DECEMBER 9, 2016 UNDER RECEPTION NO. [216143125](#).

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION NO. 99-399 RECORDED OCTOBER 20, 1999 AT RECEPTION NO. [099163142](#), AND RESOLUTION NO. 02-394 NOVEMBER 7, 2002 UNDER RECEPTION NO. [202195447](#), AS CORRECTED BY INSTRUMENT JANUARY 23, 2003 UNDER RECEPTION NO. [203015803](#), RESOLUTION NO. 06-287 AUGUST 11, 2006 UNDER RECEPTION NO. [206118779](#), RESOLUTION NO. 07-312 (AMENDED) AUGUST 29, 2007 UNDER RECEPTION NO. [207113049](#), AND RESOLUTION NO. 07-318 (AMENDED) AUGUST 29, 2007 UNDER RECEPTION NO. [207113050](#).

- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PIT/LAKE WOODMOOR CONNECTION LINE EASEMENT AGREEMENT RECORDED JUNE 26, 2001 AT RECEPTION NO. [201088806](#), AND AS AMENDED IN INSTRUMENT RECORDED JULY 28, 2009 UNDER RECEPTION NO. [209087237](#).
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH AND GRANTED IN FLOOD LINE EASEMENT AGREEMENT RECORDED JUNE 26, 2001 UNDER RECEPTION NO. [201088807](#). (AFFECTS PARCEL A)
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED JUNE 26, 2001 UNDER RECEPTION NO. [201088810](#). (AFFECTS PARCEL A)
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER ALLOCATION NOTICE RECORDED DECEMBER 05, 2006 UNDER RECEPTION NO. [206176423](#).
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER ALLOCATION NOTICE RECORDED DECEMBER 08, 2006 UNDER RECEPTION NO. [206178645](#).
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JULY 28, 2009 AT RECEPTION NO. [209087235](#). (AFFECTS PARCEL A)
- ANY WATER RIGHTS AS CONVEYED IN GENERAL WARRANTY DEED RECORDED FEBRUARY 8, 2013 UNDER RECEPTION NO. [213017869](#)
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER ALLOCATION NOTICE RECORDED FEBRUARY 08, 2013 AT RECEPTION NO. [213017915](#).
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED DECEMBER 1, 2015 UNDER RECEPTION NO. [215129179](#). (AFFECTS PARCEL A)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED DECEMBER 1, 2015 UNDER RECEPTION NO. [215129180](#). (AFFECTS PARCEL A)
- THE EFFECT OF RESOLUTION NO. 18-121, REGARDING THE APPROVAL OF THE BEACH AT WOODMOOR MAP AMENDMENT AND PUD DEVELOPMENT PLAN, RECORDED MARCH 28, 2018, UNDER RECEPTION NO. [218034774](#).
- THE EFFECT OF RESOLUTION NO. 18-122, REGARDING THE APPROVAL OF THE FINAL PLAT FOR THE BEACH AT WOODMOOR, RECORDED MARCH 28, 2018, UNDER RECEPTION NO. [218034775](#).
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE BEACH AT WOODMOOR, FILING NO. 1 RECORDED _____ UNDER RECEPTION NO. _____.
- RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON

RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED _____, UNDER RECEPTION NO. _____.

EXHIBIT D
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR

PLAT

[Attached]

EXHIBIT E
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR

BEACH DESIGN STANDARDS

[Attached]

WIA ARCHITECTURAL CONTROL COMMITTEE

APPROVED

DISAPPROVED

DATE 19 DECEMBER 2018


DIRECTOR/ADMINISTRATOR

President, WIA



Woodmoor[™]
IMPROVEMENT ASSOCIATION

PROJECT DESIGN STANDARDS MANUAL



Exhibit E - THE BEACH

of the Policies, Procedures, Rules and Regulations of
Woodmoor Improvement Association
Effective Month, Day, Year

TABLE OF CONTENTS

PREFACE 3

INTRODUCTION..... 6

DISCLAIMER..... 7

CHAPTER 1 – AUTHORITY 8

CHAPTER 2 – RESPONSIBILITIES 10

CHAPTER 3 – NEW CONSTRUCTION PROJECT PROCEDURES 15

CHAPTER 4 – MAJOR MODIFICATION PROJECT PROCEDURES 24

CHAPTER 5 – MISCELLANEOUS PROJECT PROCEDURES 26

CHAPTER 6 – PROJECT FEES 29

CHAPTER 7 – DESIGN & CONSTRUCTION REQUIREMENTS..... 30

CHAPTER 8 – REFERENCES FOR SPECIAL CIRCUMSTANCES 49

GLOSSARY 50

APPENDIX A – APPLICATIONS..... 54

APPENDIX B - REF DOC FOR FIREWISE CONSTR'N & DEFENSIBLE SPACE 62

EXHIBITS:

EXHIBIT A – LEGAL DESCRIPTION OF THE BEACH PROPERTY

EXHIBIT B – THE BEACH APPROVED CONSTRUCTION PLANS

EXHIBIT C – THE BEACH APPROVED LANDSCAPE PLANS CONSTRUCTION PLANS

EXHIBIT D – THE BEACH PERMITTED COLOR SCHEMES

EXHIBIT E – THE BEACH PERMITTED ROOF MATERIALS

EXHIBIT F – THE BEACH LOT ADJACENCY MATRIX/ HOME AND EXTERIOR COLOR SCHEME PLOTTING

PREFACE

- I. This Section B/ The Beach hereby made a part of the *Project Design Standards Manual* (hereafter “PDSM”), and approved by a resolution of the Woodmoor Improvement Association (hereafter “WIA”) Board of Directors (hereafter “BOD”), governs any approval, disapproval, or other action taken by the Architectural Control Committee (hereafter “ACC”) regarding The Beach subdivision in Woodmoor. The Beach constitutes the real property described in Exhibit A. This Section B is the only section of the PDSM Part V that shall apply to The Beach. No other provision of Part V of the PDSM shall apply to The Beach or any Owner or Lot located therein other than this Section B, notwithstanding any other provision contained in the PDSM.
- II. Part V of the PDSM in existence as of the date hereof prior to the addition of this Section B shall hereinafter be referred to as “PDSM Part V Section A”. PDSM Part V Section A shall hereinafter apply to all properties in the WIA other than The Beach and such future areas for which the BOD may from time to time adopt specific Design provisions.
- III. Any existing building or improvement which was approved under the previous versions of these standards shall remain approved; however, any modifications, additions, repainting, re-roofing, and/or other changes to an existing building structure or lot within The Beach shall be bound by the terms of PDSM provisions in effect at the time approval is requested. Any existing building or improvement within The Beach which was not approved under the previous versions or otherwise violates the Covenants shall require correction and approval under the Covenants and these standards, if applicable.

Note: Any gender references to “he”, “his”, or “him” are used in a generic sense, and are intended to apply equally to “she”, “hers”, or “her”.

- IV. Changes to this manual may be initiated at either an ACC or a WIA BOD meeting as follows:
 - A. In general, any Beach lot owner may *recommend* a change by presenting the recommended change at either a WIA BOD meeting or an ACC meeting. Any member of the WIA BOD or the ACC may then submit the recommended change via motion in accordance with the procedures as stated below:
 1. A motion may be made by an ACC member during a regularly scheduled ACC meeting. If the motion passes, the motion becomes a Formal Proposed Change, which the ACC Chairman should then present at the next WIA BOD meeting.
 2. A motion may be made by a WIA Board member during a regularly scheduled WIA

BOD meeting.

- B. Formal Proposed Changes should be announced on the WIA website (www.woodmoor.org) at least five (5) days preceding the regularly scheduled WIA BOD meeting. Amendments to the Formal Proposed Change shall not require re-publication of the Formal Proposed Change.
- C. A Formal Proposed Change, if approved by vote of the WIA BOD, shall become an Approved Change and shall be effective immediately, unless stated otherwise as part of the Formal Proposed Change.
- D. Once approved, all Approved Changes should be announced in the WIA newsletter and published on the WIA website.

Note: ACC approval of project application packets does not ensure design adequacy, construction quality, contractor performance, or compliance with applicable governmental codes. Thorough preparation and pre-submittal coordination are essential. The ACC does not undertake to rework unacceptable proposals. It is, therefore, necessary for the Owner/Owner's Agent to ensure the application packet is complete before it is submitted for ACC consideration.

INTRODUCTION

- I. The PDSM has been prepared in accordance with Woodmoor’s governing documents and Colorado state law. Woodmoor was established in the early 1960s. It is a community of custom homes nestled in a mix of forest and prairie along the Front Range, north of Colorado Springs, and east of Monument and I-25. Through the years, the WIA has enhanced the overall character of the community by maintaining high standards of design, construction, landscaping, and wildfire mitigation that protect property values and the environment. The WIA BOD maintains and enforces the *Covenants and the Policies, Procedures, Rules and Regulations (the “Rules and Regulations”)*, to include the PDSM, including this Section B. This manual provides rules and regulations that govern the construction or modification of a principle residence and its surrounding property/lot and other improvements and installations on the property/lot.

- II. In addition, the WIA, through the ACC, may assist, in its sole discretion, the lot Owner/Owner’s Agent in matters that may not be covered in this publication. A Beach lot Owner/Owner’s Agent must submit an application packet to the ACC Administrator (hereafter “ACC Admin”) *prior* to initiating construction or modification of a principle residence and any other improvement or installation on the surrounding property/lot as provided for in this Section B. Please contact the ACC Admin for further guidance at (719) 488-2693 or visit the WIA office located at 1691 Woodmoor Drive, Monument, CO 80132.

DISCLAIMER

- I. THE WIA AND ITS ACC ARE PRIMARILY CONCERNED WITH THE LOCATION, HEIGHT, FLOOR AREA, AND EXTERIOR APPEARANCE OF THE STRUCTURES ON THE LOT, ALONG WITH OTHER INSTALLATIONS AND/OR IMPROVEMENTS TO THE LOT. THE WIA AND ITS ACC ARE NOT CONCERNED WITH THE INTERIOR PLAN OF THE BUILDING. ADHERENCE TO EL PASO COUNTY REGIONAL BUILDING CODES, AND RELATED SAFETY AND QUALITY REQUIREMENTS ARE ENFORCED BY LEGALLY APPOINTED COUNTY BUILDING INSPECTORS, AND NOT BY THE WIA. OWNERS/OWNER'S AGENTS MUST COMPLY WITH THESE REQUIREMENTS.

- II. IT IS THE LOT OWNER/OWNER'S AGENT'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH THE WIA PDSM AND APPLICABLE CONSTRUCTION LAWS, RULES, REGULATIONS AND STANDARDS. PERSONS/ENTITIES CONTRACTED TO PERFORM IMPROVEMENTS OR MODIFICATIONS TO THE LOT ARE RESPONSIBLE TO THE LOT OWNER/OWNER'S AGENT TO FOLLOW THESE STANDARDS. THE LOT OWNER/OWNER'S AGENT IS RESPONSIBLE FOR ANY VIOLATION OR OMISSION ON THE PART OF PERSONS OR ENTITIES CONTRACTED TO PERFORM ANY OF THESE OPERATIONS ON THE LOT.

- III. APPROVAL OF ANY BUILDING MATERIALS FOR USE WITHIN WOODMOOR DOES NOT CONSTITUTE A RECOMMENDATION FOR SUCH USE OR A WARRANTY OF QUALITY, IMPLIED OR OTHERWISE, BY THE ACC. WHILE THE WIA STAFF AND VOLUNTEERS EXERCISE REASONABLE EFFORTS TO CONSISTENTLY AND FAIRLY INTERPRET AND APPLY THESE PROJECT DESIGN STANDARDS, THE WIA DOES NOT ASSUME ANY RESPONSIBILITY FOR A BUILDER'S OR OWNER'S/OWNER'S AGENT'S FAILURE TO COMPLY WITH THESE PROJECT DESIGN STANDARDS, THE COVENANTS, OR ANY OTHER WOODMOOR RULE OR REGULATION.

Note: Hard copies of the PDSM are available from the WIA Office or by mail or phone request at: Woodmoor Improvement Association; 1691 Woodmoor Dr., Monument, Colorado 80132. Phone: (719) 488-2693; The PDSM can also be found on the WIA website at www.woodmoor.org.

CHAPTER 1 - AUTHORITY

The PDSM establishes requirements for new construction, major modifications, and miscellaneous projects, as well as tree removal and landscaping. The authority for this document is derived from the following:

- I. **GOVERNING DOCUMENTS**
 - A. Applicable Woodmoor Corporation *Declarations of Covenants, Conditions, and Restrictions* and amendments thereto (hereafter referred to as the “Covenants”).
 - B. Amended *Articles of Incorporation and By-laws* of the WIA.
 - C. The WIA’s Rules and Regulations (including the PDSM) and any decisions or resolutions of the WIA’s BOD.
 - D. Applicable provisions of Colorado or Federal statutes.

Note: Reference to the above Governing Documents shall include any and all amendments whether existing or adopted in the future. The Colorado courts have confirmed that WIA has the authority to establish and enforce standards and interpretations of the Covenants. The WIA seeks to enforce the specific provisions of the Covenants, but interpretations of the Covenants and changes to the PDSM may be requested through the appropriate process.

II. THE ARCHITECTURAL CONTROL COMMITTEE (ACC)

- A. The ACC is designated the WIA’s agent to exercise the aforementioned authority, enforce standards and procedures, and furnish pertinent interpretation of the same to the WIA BOD, when required. These responsibilities are delegated to the ACC, subject to appeal to the final authority of the WIA BOD. The Chairperson of the ACC is an elected member of, or appointed by, the WIA BOD. The Director of the ACC shall be a member of the ACC. The WIA BOD approves the appointment of the ACC members on an annual basis at the BOD reorganization meeting.
 1. Prospective committee members are required to attend three ACC meetings as an observer, *prior* to being recommended to the WIA Board for voting membership by the ACC chairman.
 2. An ACC voting member must attend at least one scheduled ACC meeting in any consecutive two-month period to retain voting member rights. The Chairman may excuse a series of absences due to extenuating

- circumstances.
3. Each ACC member must sign the WIA/ACC Conflict of Interest Statement form, which shall be kept on file at the WIA business office.
- B. Subject to the provisions of this Governing Documents, the WIA BOD gives the ACC authority to:
1. Render decisions that apply the Covenants to new construction, major modifications, miscellaneous projects, tree removal and landscaping.
 2. Render decisions with regard to application of the PDSM.
 3. Render decisions using WIA's Rules and Regulations, where applicable.
 4. Approve waivers, not in conflict with the Covenants (excluding setback waivers) which are in conformance with the intent of the PDSM, provided that the notification of affected lot Owners/Owner's Agents has been made, and that no objections have been presented or delivered *prior* to the conclusion of ACC considerations. If Owner/Owner's Agent objections are received, the matter may be referred to the WIA BOD for a decision.
 5. Monitor ACC Admin activities regarding construction, landscaping, and conformance to established standards within WIA.
 6. Recommend enforcement actions to the WIA BOD to obtain compliance with the PDSM.
- C. The WIA BOD retains the right to enact policies with regard to ACC responsibilities, to revoke or revise said policies, and to hear and act on appeals of ACC decisions.

CHAPTER 2 – RESPONSIBILITIES

This chapter describes the responsibilities of each party involved in a typical project application process regarding The Beach.

I. WIA OFFICE STAFF

The WIA office staff should provide lot Owners/Owner's Agents with the following services:

- A. Receive application packets for approval of construction and/or landscaping plans from applicants and any revisions thereof.
- B. Forward all originals and revised plans to the ACC Admin for review *prior* to scheduling them for review by the ACC.
- C. Receive all filing fees and compliance fees in connection with an application packet, and disburse any refundable fees authorized by the ACC.
- D. Notify adjacent lot Owners/Owner's Agents of proposed construction.

II. ACC ADMINISTRATOR

The ACC Admin should, at the direction of the ACC, perform the following functions:

- A. Review each construction application packet for completeness, report findings to the ACC, and schedule application packets for ACC review.
- B. Perform on-site reviews with the Owner/Owner's Agent as required, and hold meetings with the Owner/Owner's Agent, at no cost to the Owner/Owner's Agent, in advance of submitting plans for approval.
- C. Review approved projects for compliance throughout the construction and landscaping process, assist the Owner/Owner's Agent by providing guidance on WIA standards, and serve as a communication link between the Owner/Owner's Agent and the ACC.
- D. Observe ongoing construction to check conformity with approved project application packet and WIA standards.
- E. Perform appropriate final construction and landscape review.
- F. Receive, and when appropriate, approve project application packets and routine Change Applications authorized by the ACC, refer to the ACC any Change Applications beyond approval authority, and ensure that approved changes conform to the PDSM.

III. ARCHITECTURAL CONTROL COMMITTEE (ACC)

The ACC should perform the following functions:

- A. Evaluate applications for new construction, major modifications, and miscellaneous projects to ensure compliance with WIA standards, with special consideration given to:
 1. Contribution and enhancement to the community in style
 2. Compatibility with surrounding structures and environment
 3. Conformance to the standards set forth herein, by and for the community
 4. Protection of property values
- B. Ensure compliance with WIA Covenants and the Rules and Regulations (including the PDSM) by:
 1. Approving or disapproving construction and landscaping application packets.
 2. Approving or disapproving return of project compliance fees.
 3. Retaining fees for non-compliance with governing documents.
- C. Recommend annually to WIA BOD which project types and routine Change Applications that the ACC Admin may approve without ACC review.
- D. Delegate annually review of all tree removal requests and firewise lot evaluations, as they pertain to project application packets, to the Director of Forestry. The Director of Forestry's review should result in recommendations to the ACC which should be considered as part of the project application packet review.
- E. Delegate annually review of all applications to operate a business in a home to the Director of Covenants at regularly scheduled Covenant Hearings.

IV. WIA BOARD OF DIRECTORS (BOD)

The WIA BOD should perform the following functions:

- A. Exercise discretion over the design review process and establish rules and regulations.
- B. Establish requisite fees for project application packets and publications.
- C. Serve as arbiter on behalf of the WIA with respect to appeals concerning ACC decisions.
- D. Levy fines and retain fees for non-compliance with the Covenants and the Rules and Regulations (including the PDSM and any agreements).

V. OWNER/OWNER'S AGENT

The Beach Owner/Owner's Agent shall:

- A. Be familiar with, and ensure contractors and sub-contractors comply with the Woodmoor Covenants, the WIA Rules and Regulations, including the PDSM, and applicable laws and building codes.
- B. Select a building design that is appropriate for the lot (i.e. avoid adapting a lot to a building design through extensive grading, cut or fill).
- C. Prepare and submit to the ACC a completed project application packet.
- D. Obtain all required permits and approvals for new construction projects, including, **but not limited to** the following:
 1. El Paso County/Pikes Peak Regional Building Department permits
 2. Utility connections, including water and sewer (i.e. Woodmoor Water & Sanitation District), gas, electric, etc.
 3. Fire District permit
 4. Driveway access permit
- E. Accurately stake and mark lot property lines on all sides of the lot *prior* to construction
- F. Intentionally Reserved..
- G. *In the event that new construction plans have been stamped "Survey Required" by the ACC, provide a certified survey, performed by a licensed land surveyor, showing, at a minimum, the location of the foundation walls with respect to each property line.*
- H. Ensure that contractors and sub-contractors comply with the PDSM, to include the following:
 1. Concrete Washout - Concrete cleanout/washout materials may only be placed into excavated foundations or garage pad areas, or in a lined temporary concrete washout area as required by the EPA. No other locations on the lot or elsewhere in Woodmoor are allowed for this use. Dumping of kind in or along public roadways is strictly prohibited.
 2. Construction Debris - Construction debris and other trash shall be confined to trash collection bins on the lot. Trash and tree slash shall be removed from the lot during the construction period to minimize unsightliness.
 3. Building Material Storage - Building materials, soil and debris shall be

- confined within the property lines and within the designated “disturbed area”.
4. Sanitation Facilities - Sanitation facilities shall be provided on the lot during construction.
 5. Construction Noise - Noise-producing construction on any lot, regardless of size, shall be restricted to the following times: 7:00 a.m. (12 noon on Sunday or legal holidays) to 7:00 p.m. Unnecessary noises, such as loud radios, are prohibited.
 6. Animals - Dogs or other pets shall not run loose on the lot.
 7. Traffic/Parking - Traffic shall be confined to the lot on which the project is being built and to the adjoining road. All parking shall be on one side of the street, and shall not block access to other lots or mailboxes in the area. Parking in blind spots or other potentially hazardous sections of streets is prohibited.
 8. Adjacent Lots - If parking on neighboring lots or encroaching on neighboring lots for utility service is planned, advance written permission shall be obtained from the Owner/Owner’s Agent of the neighboring lots, and filed with the ACC Admin. If access to a neighboring lot in a utility easement is planned, that Owner/Owner’s Agent shall be notified in writing, and a copy of the notification shall be filed with the ACC Admin. Repairs for any damage caused by a contractor or sub-contractor to surrounding lots, or to Woodmoor common areas, shall be the responsibility of the Owner/Owner’s Agent.
 9. Off-Site Excavation - All excavation in public streets or common access areas shall be filled and compacted within 24 hours. Any subsequent settlement shall be filled within the following 24 hours. Permanent pavement repairs must be completed within one (1) month of excavation.
 - I. Ensure construction and landscaping are in accordance with approved project application packet. All changes affecting exterior appearance must be approved, in writing via a Change Application, by the ACC Admin or the ACC before the changes are incorporated into the project.
 - J. Ensure New Construction, Major Modification, or Miscellaneous Project construction

is completed within the required time period, per the ACC approved project application packet, or obtain an extension from the ACC before the approved project completion date expires.

- K. Call for a final inspection of the project before expiration of the project completion date, as stated in the ACC- approved project application packet.

CHAPTER 3 – NEW CONSTRUCTION PROJECT PROCEDURES

This chapter describes the process for executing a New Construction Project lifecycle for The Beach.

Note: New Construction projects typically require an El Paso County Building Permit

I. PLANNING PHASE (PRIOR TO SUBMITTING APPLICATION PACKET)

- A. The Owner/Owner's Agent must comply with the WIA Covenants and PDSM.
- B. The Owner/Owner's Agent has submitted and received ACC approval of each of the plans described on attached **Exhibit B** (the "Approved Construction Plans") for construction within The Beach, subject to the limitations contained in Chapter 3, Section II hereof.
- C. The Owner/Owner's Agent has submitted and received ACC approval of each the landscape plans described on attached **Exhibit C** (the "Approved Landscape Plans") for installation within The Beach, subject to the limitations contained in Chapter 3, Section II hereof.
- D. The Owner/Owner's Agent has submitted and received ACC approval of The Beach Home and Exterior Color Scheme Plotting matrix described on attached **Exhibit F** for construction within The Beach, subject to the limitations contained in Chapter 3, Section II hereof.
- E. A preliminary meeting with the ACC Admin is required for all plans that fall outside of Exhibit B, C & F.

II. SUBMITTING A NEW CONSTRUCTION PROJECT APPLICATION PACKET

- A. The Owner/Owner's Agent must complete an ACC New Construction project application packet, including all pertinent information. Two (2) hard copies and one (1) electronic copy (on CD or similar electronic media) shall be submitted. An emailed submittal is acceptable, but must contain the *complete* application packet with all required drawings attached, etc., or if the construction will be for an Approved Construction Plan, a statement of the applicable Approved Construction Plan to be constructed on the identified Beach Lot and the location of any other Beach Lot

on which the Approved Construction Plan has previously been constructed. The application packet must clearly communicate the intended work and how the lot shall be affected. The ACC's procedure is not to rework application details during an ACC meeting. No part of the application should be left blank; if a section is not applicable it should be annotated accordingly (i.e. "N/A"). The Owner/Owner's Agent must ensure the project application packet is complete. Acceptance of the project application packet by the ACC Admin does not imply the application packet shall be approved by the ACC. The following must be included with the project application form, and comprises the "application packet":

1. Site Plan - A site plan at one (1) inch = twenty (20) foot scale or larger, typically based on a certified survey performed by a licensed land surveyor. Site plan must, at a minimum, indicate the following:
 - a) Vicinity Map - Vicinity Map including the following (any scale that provides the information accurately and legibly is acceptable):
 - (1) An 8.5 x 11 of The Beach Final Plat highlighting the lot for development.
 - b) Area Identification – Intentionally Reserved. .
 - c) Common Areas Impact - Clear identification of any common area use that is required to support the project. Note: an approved "Application for Common Area Use" form must be included with the project application packet. This form is available from the WIA office. (For rules regarding Common Area use, see Chapter 7, Section XIII).
 - d) Existing Contours -Intentionally Reserved.
 - e) Proposed Contours - *Bold, solid* lines indicating all proposed finished grade contours within the disturbed area in two (2) foot intervals.
 - f) Terracing/Retaining - All proposed terracing and retaining walls.
 - g) Drainage - All existing and proposed drainage swales, ditches, culverts, and french drains, showing direction of flow from the lot.
 - h) Structure Location - The location of buildings, roof overhangs, cantilevers, patios, decks, trash enclosures, air conditioner

- condensers, outside tanks, fences, walls, walks, pathways, signs, gazebos, playground equipment, and any other structures – planned or existing.
- i) Access - The boundary of permanent vehicular access on the lot, including driveways, turn-arounds, and parking areas. Indicate type of finished surface for each area.
 - j) Trees – One standard landscape plan will be submitted initially for master approval (the “Approved Landscaped Plan”). Major modifications to the Approved Landscape Plan will be submitted for approval.
 - k) Finished Floor Elevation - The reference elevation of the finished floor level at each level of the building, including the garage.
 - l) Benchmark Elevation - The location and elevation of the reference benchmark on, or adjacent to the lot. This reference must be protected and accessible to the ACC Admin for the entire duration of the project.
2. Floor Plans – The specific Approved Construction Plan or, if constructing other than an Approved Construction Plan, Floor Plans of all proposed structures at one-quarter (1/4) inch = one (1) foot scale.
 3. Sections – In constructing other than an Approved Construction Plan, a minimum of one (1) architectural cross-section through the structure from front to rear. Cross sections shall be drawn at one-quarter (1/4) inch = one (1) foot scale. All cross sections shall include vertical dimensions from one floor to another, and clearly identify the roof peaks and roof elevations.
 4. Elevations - In constructing other than an Approved Construction Plan, the exterior elevations drawn at one-quarter (1/4) inch = one (1) foot scale showing all sides of the structure. For all construction, including Approved Construction Plans, indicate all proposed finish materials for exterior surfaces. Indicate existing grade at the structure perimeter in a light, dashed line, and proposed finished grade at the structure in a bold, solid line.
 5. Landscaping Plan – For lots with landscaping that differs from a master Approved Landscape Plan, landscaping plan, reflecting an Approved Landscape

Plan, depicted for an applicable Lot, drawn at one (1) inch = twenty (20) foot scale or larger. (See Chapter 7, Section VIII)

III. APPROVAL PHASE

- A. The approval phase begins once the ACC Admin receives a completed New Construction Project Application packet from the Owner/Owner's Agent. The application packet must be received a minimum of two (2) weeks *prior* to the next scheduled ACC meeting to be considered.
- B. The Owner/Owner's Agent must submit all supporting documents pertinent to the application packet to the ACC Admin, with payment for applicable administrative and compliance fees.
- C. Upon receipt of the completed application packet, the ACC Admin should:
 1. For other than Approved Construction Plans or Approved Landscape Plans, send a project notification to Owner/Owner's Agents of adjacent lots. Lot Owner/Owner's Agents may submit either written comments to the ACC, or attend an ACC meeting to present their PDSM-related concerns on the proposed project. Lot Owners/Owner's Agents may review proposed project plans in the WIA office any time *prior* to the ACC meeting. Phone comments shall not be accepted. Comments received after the ACC decision shall not be considered.
 2. Notify the Owner/Owner's Agent when the ACC meeting date is scheduled for consideration of the Project Application packet. The Owner/Owner's Agent is strongly encouraged to attend the ACC meeting to clarify or resolve any questions ACC members may have pertaining to any project elements that vary from the Approved Construction Plans or Approved Landscape Plans.
 3. Provide a Notice Sign and a stake for posting at the lot of the proposed project that varies from the Approved Construction Plan or Approved Landscape Plan. This paper sign is available with no return obligation, but it is not weather-durable. It must be mounted on a suitable support structure, and maintained for legibility. The sign shall not be mounted on a tree. The sign shall be prominently displayed on the lot of the proposed

project, and be clearly visible from the street that shall be the project's permanent address when the project is complete. The sign shall be posted at the lot for at least seven days before the scheduled ACC meeting. The ACC Admin shall visit the lot of the proposed project to verify the sign is posted in compliance with these Standards.

4. Review the application packet and inspect the staked lot for a lot that varies from the Approved Construction Plan or Approved Landscape Plan *prior* to the scheduled ACC meeting. The Owner/Owner's Agent must accompany the ACC Admin on this visit.
- D. The ACC's primary concern is to ensure the project plans comply with Woodmoor Beach Covenants and the PDSM.
- Any concerns from residents that are presented during the meeting within the scope of the Woodmoor Covenants and the PDSM should be considered regarding any project elements that vary from the Approved Construction Plans or Approved Landscape Plans.
- E. Project Application plans may be stamped "SURVEY REQUIRED" if the proposed new construction is located two (2) feet or less from the setback lines on one or more sides, or if there are other exceptional circumstances involved. In this case, a certified survey by a licensed land surveyor, certifying the location of the footers and/or addressing other ACC concerns, must be provided to the ACC for review *prior* to placing the concrete for the footers/foundation walls. Note: an Improvement Location Certificate (ILC) shall not be accepted.
- F. If the project application packet is approved, the ACC Admin should return to the Owner/Owner's Agent up to two (2) hard copies of the approved project application packet, stamped "approved". The Owner/Owner's Agent may then proceed with the project as approved, but must comply with any conditions or requirements and must await any further action by the BOD.
- G. If the project application packet is disapproved, the ACC Admin should return to the Owner/Owner's Agent up to two (2) hard copies of the application packet, stamped "disapproved". The Owner/Owner's Agent may then request return of the applicable compliance fees and any refundable admin fees.
- H. A disapproved application packet may be revised and resubmitted to the ACC Admin

within sixty (60) days of the original submittal date or a date negotiated between the Owner/Owner's Agent and the ACC Admin, without incurring additional application fees, unless any fees have been previously refunded for the project. It is the Owner/Owner's Agent's responsibility to revise plans in accordance with specific requirements established by the WIA Covenants, the Rules and Regulations, and the ACC. If a disapproved project application packet has not been revised and resubmitted to the ACC Admin within the required timeframe, the ACC Admin should refund all applicable fees to the Owner/Owner's Agent.

- I. Any ACC decision may be appealed by the Owner/Owner's Agent or any adjacent lot owner, in person or in writing, to the WIA BOD within thirty (30) days of the ACC decision. In the case of an appeal, construction shall not begin until the WIA BOD has rendered a decision.
- J. If an application packet is not approved or disapproved within twenty-nine (29) calendar days following the next scheduled ACC meeting, the application packet is automatically deemed to be approved. The ACC Admin should annotate the submittal date on all copies of the application form. Note: this submittal date is the date the ACC Admin identifies as the first scheduled ACC project review date.

IV. CONSTRUCTION PHASE

- A. This phase starts after the ACC or the WIA BOD approves the project application packet. **NO CONSTRUCTION SHALL START UNTIL AFTER THE REQUIRED APPROVALS ARE FINALLY OBTAINED IN WRITING. COMMENCEMENT OF ANY CONSTRUCTION PRIOR TO FINAL APPROVAL IS A VIOLATION OF THE COVENANTS AND THE RULES AND REGULATIONS, INCLUDING THE PDMS.** This phase ends when construction and landscaping have been completed per the ACC-approved project application packet, and all requirements of the application packet are fulfilled.
- B. The Owner/Owner's Agent must comply with the following time limits:
 1. Construction must be completed within one (1) year after project approval.
 2. Landscaping must be completed within eighteen (18) months after project approval. Suitable landscaping and satisfactory restoration of all disturbed areas and drainage patterns are basic requirements of any project. (See

Chapter 7, Section VIII for landscaping recommendations.)

3. An extension may be granted by the ACC upon formal request from the Owner/Owner's Agent. The extension request must be received by the ACC Admin *prior* to the completion deadline. Justification must demonstrate conditions clearly beyond the anticipation and control of the Owner/Owner's Agent, and that a conscientious effort was made to complete the project in a timely manner.
4. If stated or permit extension timelines are not met, twenty per cent (20%) of the compliance fee shall be retained by the WIA as a fine for every thirty (30) days the project remains incomplete. If the compliance fee is exhausted, the matter should be referred to the WIA Director of Covenants for additional action, which may include the imposition of additional fines in addition to the retention of the compliance fee.

C. Foundations and Footings

1. A copy of the Foundation/Improvement Location Certificate (ILC) shall be provided to the ACC for each lot.
2. If the ILC does not meet the requirements for the lot under the PDSM, corrections must occur promptly and fifty percent (50%) of the compliance fee will be retained by the Association as a fine.

D. The Owner/Owner's Agent must obtain a Change Application Form, signed by both the Owner/Owner's Agent and the ACC Admin, for any proposed exterior changes to the approved project application packet, *prior* to implementation of any changes. The ACC Admin should take one of the following actions on Change Application Forms:

1. Grant immediate approval.
2. Advise the Owner/Owner's Agent that the changes are extensive, and require ACC review before approval. In this case, the ACC Admin should notify the Owner/Owner's Agent of approval status within ten calendar days of submission of the Change Application Form.

- E. The Owner/Owner's Agent is responsible for ensuring that standards for orderliness and cleanliness on the lot, as well as other responsibilities outlined in the Responsibilities chapter of this document, are observed throughout all phases of construction. (See Chapter 2, Section V)
- F. The Owner/Owner's Agent shall grant the ACC Admin full access to the lot to verify project compliance until the project is complete.
- G. The standards for drainage control are listed in Chapter 7, Section IV. Lot Owner/Owner's Agents are solely responsible for controlling drainage from their lot during and after construction. As part of the overall construction approval and compliance process, drainage may be monitored by the ACC Admin. If the Owner/Owner's Agent fails to adequately correct drainage problems, the ACC may withhold construction compliance fees, but the WIA shall have no responsibility or liability for any damage or erosion problems.
- H. An enclosed storage container for storing contractor's construction tools and materials may be kept on a lot until the structure is framed and enclosed, with the following conditions:
 - 1. The unit is no larger than one-hundred (100) square feet in footprint and no more than six (6) feet high from floor to ceiling.
 - 2. The unit may be kept on the lot no more than 120 days, unless extended by the ACC Admin
 - 3. The unit must be placed within the designated disturbed areas.
 - 4. The unit shall be used for storage only. Habitation or office use is not allowed.
 - 5. The unit must be enclosed, locked and secured when contractors are not on-site.
 - 6. Vandalism, graffiti or other unsightly conditions must be remedied immediately.

V. COMPLETION PHASE

- A. The completion phase begins when either the Owner/Owner's Agent or the ACC Admin requests a Final Project Review. The ACC Admin shall conduct this review.

- B. The Final Project Review should be conducted when the project is completed in accordance with the approved project plans. The ACC Admin reserves the right to initiate a Final Project Review if the Owner/Owner's Agent has not requested a review by the approved project expiration date.
- C. During the Final Project Review site visit, the ACC Admin should verify the following:
 - 1. Exterior finishes and all components of the approved project plans are complete and compliant
 - 2. Lot is clear of construction debris
 - 3. Final grading is completed
 - 4. Landscaping meets PDSM requirements
 - 5. Any deviations from approved project plans were approved via Change Application Form, prior to implementation.
- D. The ACC Admin should give a Final Project Review report to the ACC.
- E. If the ACC authorizes a refund, the compliance fees should be refunded in the amount directed by the ACC to the person(s) who originally submitted the fees. Any change in recipient of the refund shall require a notarized letter to the ACC Admin from the person(s) who submitted the fees designating the new recipient. Any refund of the compliance fee may also be rolled over for use towards the required landscaping compliance fee.
- F. Any unapproved project changes shall be grounds for withholding a portion of, or the entire compliance fee, and may also result in Covenant violation action.
- G. After the ACC has approved a refund of any or all of a compliance fee (construction, landscape or other), the ACC Admin should notify the Owner/Owner's Agent when the refund is available. Any refundable compliance fee not claimed by the Owner/Owner's Agent within twelve (12) months of the refund approval date shall be considered abandoned and shall be retained by the WIA.
- H. If the WIA Office receives a request for an HOA Statement on behalf of a prospective buyer before final construction and/or landscape compliance has been determined, the HOA Statement may note any incomplete requirements and outstanding compliance issues.

CHAPTER 4 – MAJOR MODIFICATION PROJECT PROCEDURES

This chapter describes the complete process for executing a Major Modification Project lifecycle.

Note: Most Major Modification projects require an El Paso County Building Permit.

I. QUALIFYING PROJECTS

The following project types are considered Major Modification Projects:

- A. **ADDING SQUARE FOOTAGE TO AN EXISTING RESIDENCE (INCLUDING GARAGE)** - Adding floor space, in any quantity, by altering an exterior surface of the structure, is considered a major modification. Increasing the volume of the principle residence without altering an exterior surface or increasing the floor space, is not considered a major modification.
- B. **CREATING AN EXTERIOR ENCLOSURE** - Enclosing an existing deck or patio or other element is considered a Major Modification. Enclosing areas under decks or stairways to create a secured outdoor storage area with no access to the principle residence interior from the enclosed storage area, and with no windows in the enclosed storage area, is not considered a major modification.
- C. **ADDING TO OR ALTERING AN EXISTING ROOFLINE** - Roof alteration is considered a Major Modification, since it has the potential to change the principle residence height, which is strictly controlled by WIA Covenants. However, installing a skylight in an existing roof, or adding a roof fan or exhaust stack does not, in itself, constitute a Major Modification. Such a project is a Major Modification when a structural portion of the roof is altered, or a change in the existing roofline is made. If a roof is added over an existing front entry, deck, or patio, it is considered a Miscellaneous Project, as long as it does not alter the main roof line.
- D. **ADDING AN ANCILLARY BUILDING** - An ancillary building shall not exceed 530 square feet in area. Such buildings shall comply with the same standards that apply to the principle residence on the lot regarding setbacks. Exterior finish materials, colors, roofing, and roof pitch shall closely match those of the existing structure. Architectural accents on the existing structure shall be repeated on the ancillary building to reflect coordinated construction. The ancillary building shall not be used for living quarters or an office.

- E. Any change of the approved landscaping plan shall require WIA approval.
- II. **PLANNING PHASE (PRIOR TO SUBMITTING PROJECT APPLICATION PACKET)**
(Identical to New Construction. See Chapter 3, Section I)
- III. **SUBMITTING A MAJOR MODIFICATION PROJECT APPLICATION PACKET**
(Identical to New Construction. See Chapter 3, Section II)
- IV. **APPROVAL PHASE**
(Identical to New Construction. See Chapter 3, Section III)
- V. **CONSTRUCTION PHASE**
(Identical to New Construction. See Chapter 3, Section IV)
- VI. **COMPLETION PHASE**
(Identical to New Construction. See Chapter 3, Section V)

CHAPTER 5 – MISCELLANEOUS PROJECT PROCEDURES

This chapter describes the complete process for executing a Miscellaneous Project lifecycle.

Note: Some Miscellaneous projects require an El Paso County Building Permit.

I. QUALIFYING PROJECTS

A Miscellaneous Project is any project that does not fit the criteria for classification as a New Construction project or a Major Modification project.

1. The following is a list of Miscellaneous Projects that may be approved by the ACC Admin at his/her discretion. *Note: the ACC Admin may choose to submit any project in this list to the ACC for approval.* A Miscellaneous Project Application is required. Refer to the Quick Reference Guide for applicable fees:

- a) Re-paint principle residence or trim with same color as existing or a new color
- b) Re-roof principle residence with same roofing material as existing or a new material
- c) Replace windows and/or doors, including storm doors and garage doors, with no change in size, materials, or location
- d) Perform maintenance on an existing fence that complies with PDSM fence requirements
- e) Perform maintenance on an existing deck that complies with PDSM deck requirements
- f) Re-surface an existing driveway, with no changes to the existing footprint
- g) Install a flagpole
- h) Install a basketball hoop (portable or in ground)
- i) Erect a seasonal snow fence (Nov. 1 to April 30)
- j) Install or relocate playground equipment
- k) Install a hot tub/spa and associated concrete pad within setbacks
- l) Place a pod or dumpster for temporary use. Note: This can be approved for up to a two (2) month time period, unless extended by the ACC
- m) Install seasonal equipment
- n) Perform maintenance on an existing retaining wall that complies

with PDSM retaining wall requirements

- o) Install an antenna or satellite dish
- p) Replace exterior finish material/siding with new/different materials (i.e. stucco, HardiePlank, etc.)

2. The following is a list of Miscellaneous Projects that require approval by the ACC. A Miscellaneous Project Application is required. Refer to the Quick Reference Guide for applicable fees:

- a) Install new windows and/or doors, including garage doors, in new locations and/or different sizes.
- b) Alter an existing driveway footprint or install a new driveway
- c) Alteration of drainage and/or grading of lot
- d) Construct a new shed
- e) Install new awnings
- f) Install a permanent green house
- g) Construct a roof over an existing un-roofed element, such as a front entrance, deck, porch or patio
- h) Install a new fence
- i) Install a new deck
- j) Install a tree house
- k) Install a retaining wall

**II. PLANNING PHASE (PRIOR TO SUBMITTING PROJECT APPLICATION PACKET)
(Identical to New Construction. See Chapter 3, Section I)**

Note: The contents of the Miscellaneous project application packet shall be determined by the ACC Admin at the initial meeting with the Owner/Owner's Agent

**III. SUBMITTING A MISCELLANEOUS PROJECT APPLICATION PACKET
(Identical to New Construction. See Chapter 3, Section II)**

Note: The contents of the Miscellaneous project application packet shall be determined by the ACC Admin at the initial meeting with the Owner/Owner's Agent

**IV. APPROVAL PHASE
(Identical to New Construction. See Chapter 3, Section III)**

V. CONSTRUCTION PHASE

(Identical to New Construction. See Chapter 3, Section IV)

VI. COMPLETION PHASE

(Identical to New Construction. See Chapter 3, Section V)

CHAPTER 6 – PROJECT FEES

Refer to the *PDSM Quick Reference Guide* for the current fee schedule and a quick reference list of typical approval requirements. The Quick Reference Guide is a companion document to the PDSM, and is available from the WIA office and on the WIA website.

CHAPTER 7 – DESIGN & CONSTRUCTION REQUIREMENTS

This section describes the general WIA design philosophy, as well as the requirements and restrictions imposed upon all exterior work performed on a lot within The Beach. Overall, WIA seeks to maintain the harmony of the exterior design and location, in relation to surrounding structures and topography, while avoiding repetition of architectural themes while taking into account the differences in nature of the property within The Beach from other Woodmoor single family larger lot areas.

I. OVERALL BUILDING DESIGN CONCEPTS

- A. The ACC has pre-approved the Approved Construction Plans for The Beach.
- B. The building design shall consist of predominantly one style of architecture, appearing as the same building from all sides.
- C. Lots that contain a duplicate building design must be separated set forth in the Lot Adjacency Matrix attached as Exhibit F. A duplication of a building design is considered to be the same Approved Buildings Plan or, for a plan other than an Approved Building Plan, a plan which satisfies the following criteria:
 1. The building elevations are substantially alike when considering doorways, windows, rooflines, gables, garage placement, decks, porches, and trim (i.e. the addition or deletion of an extra garage to a building that otherwise duplicates another building is still considered a duplication of design); and
 2. The same materials are used for corresponding portions of the exterior of the building.
- D. IT IS STRONGLY RECOMMENDED TO REFER TO THE WIA'S LIBRARY OF FIREWISE AND DEFENSIBLE SPACE LITERATURE WHEN DEVELOPING SITE PLANS, LANDSCAPING PLANS, AND BUILDING DESIGNS, AND WHEN SELECTING MATERIALS FOR CONSTRUCTION ON WOODMOOR LOTS. THIS LITERATURE IS AVAILABLE FOR FREE FROM THE WIA OFFICE AND ON THE WIA WEBSITE. ALSO SEE APPENDIX H OF THE PDSM FOR A REFERENCE DOCUMENT REGARDING FIREWISE CONSTRUCTION AND DEFENSIBLE SPACE.

II. LOT SITING

Setbacks: Setback lines vary by lot location within The Beach.

- A. Setback lines typically run parallel to property lines. Where side setbacks intersect

front or rear setbacks, the more restrictive setback distance shall take precedence.

- B. Setback standards: No part of any dwelling, auxiliary building, or other structures in The Beach may be closer to the property line than:

Front: 20' minimum; garage – 18' minimum from back of walk

Side: 5' minimum; 15' adjacent to ROW, except Lot 24 to have 5' minimum setback, as adjacent to landscape setback

Rear: 25' minimum, except for lots 15, 16, 23 & 25 with 15' minimum, as adjacent to landscape setback

III. SETBACK DETERMINATIONS

Setbacks shall be as set forth in the PUD as noted in Section II B above.

IV. TOPOGRAPHY, DRAINAGE AND EROSION CONTROL

- A. Cut and Fill. Cutting and filling shall be limited to the approved grading plan with El Paso County.
- B. Retaining Walls. Retaining walls shall be of natural rock (mortared or dry laid), brick, railroad ties, treated timbers, natural-appearing concrete block, or stucco-veneered concrete (the latter shall match the building). Retaining walls shall not extend more than six (6) inches above the retained material and shall have vertical exposure of no more than four (4) feet. When terracing is accomplished using retaining walls, the walls must have a minimum horizontal separation of two (2) feet.
- C. Erosion control. Erosion control is the Owner/Owner's Agent's responsibility. No mud, silt, construction material runoff or erosion of bare soil shall be allowed to cross the property lines. Pollution of streambeds and drainage areas is not allowed.
- D. Surface Drainage. Surface Drainage direction and velocity shall be controlled and slowed by proper placement of landscape elements, ditches, culverts, diversions and other appropriate devices. All drainage areas with a flow line greater than 15 percent and with side slopes greater than 15 percent are to be lined with permanent erosion control material and stabilized with aggregate as necessary. Special attention shall be given so that the natural drainage flow is not negatively altered.

The WIA shall not be responsible for any pollution, erosion or surface drainage.

- E. It is strongly recommended that perimeter drains be installed where the potential for basement and crawl space flooding exists.
- F. Finished Grade. Finished grade is achieved when disturbed areas are restored to their natural contours, grading visually matches the approved plan, and the soil has been smoothed to a uniform surface. The finished grade shall drain according to the approved drawings without retaining runoff in surface irregularities. Surface irregularities caused by vehicle tracks must be removed. Environmental protection must be maintained by preserving natural rock formations and other scenic features, and restoring disturbed areas to their pre-construction condition.

V. UTILITIES

- A. Utility services shall be brought underground from the point of utility company connection to the structure.

VI. FOUNDATIONS

- A. Foundations must not be exposed more than ten(10) inches between the siding, stucco, brick, stone or other exterior building surface and finished grade, unless an exception is approved by the ACC. All exposed concrete or block shall be finished to blend with the color of adjoining exterior building surface or trim treatments.
- B. Exposure of metal window wells shall be limited to four (4) inches above the ground, and the outside exposed portion shall be painted to blend with the color of adjoining exterior building surfaces or trim treatments

VII. BUILDING ELEMENTS

Only one single-family dwelling shall be built on a lot. Duplex homes are not allowed. For construction other than the Approved Construction Plans, the overall design concept shall consider building position, size, height, exterior walls, colors, finishes, roof lines, chimneys, decks and driveways. Specific requirements associated with these details:

A. Minimum Size

1. The footprint for each home shall be a minimum of 1400 square feet. The footprint is equal to the land area contained within the building foundation,

excluding the garage and any porches.

2. Each dwelling shall have a minimum of 1400 square feet of finished floor space. A maximum of 200 square feet of the garage or porch can be included in the total 1400 square feet.
3. The maximum lot coverage shall be forty percent (40%) for two-story homes and forty-five percent (45%) for ranch style homes).

B. Height Limitations

1. Maximum building heights are specified in Article V, Section 1 of the Covenants. WIA has no responsibility to ensure privacy or protect views between neighboring lots. Each lot Owner/Owner's Agent has the right to build on their own lot within the limits of the Covenants and the PDSM. An effective way for an Owner/Owner's Agent to maintain a view or privacy is to purchase the adjacent lot(s).
2. The height of each home is limited in two ways: A maximum height measured on one side elevation, and an average height measured on the remaining sides.
3. The greatest height measured at any one of the sides of the building shall not exceed forty (40) feet.
4. The greatest heights measured at each of the remaining sides of the building shall be added together and averaged. The value of the average height of these remaining sides shall not exceed thirty (30) feet.
5. Building heights shall be determined by viewing the building in elevation view from all sides. For each side, the height vertical dimension(s) shall be measured from a horizontal projection placed at the highest point along the roof ridgeline, to a point on the ground (at finished grade) directly below the highest point. Where the finished grade slopes, or where there are several points along the roofline where a measurement may be taken, the greatest measurable vertical dimension shall be considered the height for that side of the building.

C. Exterior Walls

1. Natural wood, fiber cement board (i.e. "Hardieplank"), stone, stucco, and brick, of approved texture and color, are acceptable siding materials. Where concrete is used, it must be covered or colored to minimize its visibility. Other manufactured exterior wall materials, not specifically disallowed below, may be considered for approval by the ACC on a case-by-case basis.
2. The following exterior wall materials are not allowed:
 - a) Asphalt siding
 - b) Asbestos siding
 - c) Metal siding
 - d) Vinyl siding
 - e) Engineered wood products (i.e. plywood, MDF, OSB, etc.)
 - f) Raw concrete block (i.e. "cinder block")
 - g) Glass block (may not be used for walls, but may be used in place of windows)
3. Unless otherwise provided for on the Approved Construction Plans, blank or uninterrupted wall surfaces shall not exceed 250 square feet. Such areas are defined as a surface area that can be inscribed with a convex polygon, having corners less than 180 degrees. In addition to windows and doors, permanent architectural treatments may be used to reduce large wall expanses. Such architectural treatments include, but are not limited to trim, gable vents, variation in materials or patterns, "pop-outs", bands (vertical or horizontal) or tasteful introduction of other materials. Note: downspouts do not qualify for this purpose.

D. Exterior Colors and Finishes

1. Colors. Colors should blend with the natural surroundings. Combinations of grays, greens, browns and olives preserve the natural beauty of the Woodmoor area and therefore are preferred. Garish tones or vivid colors shall not be allowed. Other colors found in nature such as muted reds, blues, and off-whites shall be considered on a case-by-case basis. Any exterior

changes, to include new colors or finishes, must be approved by the ACC. The type of finish is largely a matter of personal choice, except that reflective or shiny finishes shall not be approved. Intumescent or other fire resistive paints and finishes are recommended. The colors set forth on attached **Exhibit D** are approved for use in The Beach (the “Beach Permitted Color Schemes”).

2. **Wood.** Exterior wood shall not be left unfinished. Preservative stains must have a minimum of ten (10) percent pigment. A light color wood such as fir or pine shall be approved only if stained or painted to blend or harmonize with the natural surroundings. Darker woods such as cedar or redwood may be finished in a natural color but a sample must be provided for approval.
3. **Metal.** All exposed metal such as skylights, frames, stacks, vents, gutters, downspouts, flashings, flues, air handling equipment, etc., must be finished to blend with the building. Metal windows and doors, including storm doors and windows, or any other metal framing are to be anodized or otherwise finished to eliminate the raw metal appearance and blend with the decor. Specific applications of copper may be left untreated if approved by the ACC.

E. Roofs

1. Pitched roofs shall be of composite tiles or shingles that provide the visual appearance of natural-material roofs. Materials are to exhibit texture and dimension that produce a real or simulated significant shadowing effect. Colors must be approved by the ACC. The roof materials and colors listed on attached **Exhibit E** are approved for use in The Beach (Beach Permitted Roof Material”).
2. Due to the risk of wildfires, wood shakes or shingles are not allowed. Replacing entire existing wood roofs with wood shakes or wood shingles is not allowed. Routine repairs of wood roofing that do not involve more than five (5) percent of the roof area are allowed.
3. Pitched roofs are strongly recommended due to the heavy periodic snows and

rains experienced in Woodmoor. Class-A fire-rated, Class C wind-rated compliant roofs are required by El Paso County.

4. Built-up roofs, elastomeric roofing membranes (excluding reflective or light colors), felt, tar or other weatherproofing layer and gravel may be allowed for flat or low-pitched roofs, but the roof must offer minimum visual exposure to adjoining lots and roads. Aggregate colors shall blend with the natural surroundings.

F. Chimneys and Permanent Fire Pits

Each chimney, vent, fire pit, fire place, or other heating appliance in which solid or liquid fuel is used shall have a spark arrester. In the case of chimneys, a minimum 3/8" and maximum 1/2" metal mesh shall be used. In the case of fire pits, vents, or other appliances, a maximum 1/4" metal mesh shall be used.

G. Decks

Should a deck vary from the Master Approved Construction Plan regarding decking, decks shall be designed with the appearance of strength and unity with the overall architectural design concept of the principal residence. For aesthetics, if a deck is supported by pillars or posts, such supports must be not less than six inches by six inches (6" x 6") in cross-section, if one or more of the deck supports equals or exceeds six (6) feet in height. All support pillars or posts shall be of consistent cross-section. Projects that replace decking only do not require supporting structure modifications. Views of large unfinished spaces under decks or buildings are recommended to be minimized by appropriate screening, plantings, or lattice. Metal mesh is recommended behind the lattice to minimize build-up of fire fuels and discourage pest infestation. Deck supports and columns/posts shall be stained or painted to match the deck finish. Steel structures, composite decking materials, and other fire resistant materials are recommended.

H. Driveways

1. Driveways and parking areas must be clearly marked on project plans.

Additional vehicular traffic areas may be designated by submitting the appropriate project application for ACC approval. Driveways must be surfaced with road base, concrete, asphalt, bricks, or paving stones.

- a) The minimum width of driveways shall not be less than twelve (12) feet to allow emergency vehicle access. The minimum unobstructed vertical clearance along the driveway shall not be less than thirteen (13) feet, six (6) inches.

I. Detached Structures

1. One (1) each of the detached structures listed in item 10 b below is allowed to be located on the lot. Notwithstanding the above, detached structures including sheds, greenhouses, and tree houses will not be permitted on the following lots: lots 1- 20 and 39 to 48 of The Beach at Woodmoor.
2. The types of structures addressed here are listed below:
 - a) Shed
 - b) Permanent Green House
 - c) Tree House

J. Sheds

1. The shed shall not exceed one hundred twenty (120) square feet in floor space and not exceed fourteen (14) feet in height.
2. The roof slope shall match that of the principle residence up to a 4:12 pitch.
3. The side wall height shall be no more than fourteen (14) feet high. This measurement is taken from the lowest part of the ceiling to the floor or ground level, whichever has the lowest elevation. Ground level is measured at the primary entry of the building.
4. The shed must be securely attached to a solid concrete foundation to ensure permanence against the high winds experienced in Woodmoor.
5. The shed roof shall match the principal residence's roof material in texture, pattern and color. If the principal residence has a metal, slate or tile roof, the shed may use a shingle that closely matches the color and appearance of the

principal residence roof.

6. The siding shall match the color texture and material of the principal residence. If the principal residence is stucco, brick or stone, textured siding material may be of another exterior wall material, but must be painted the same color as the stucco, brick or stone on the principal residence.
7. Architectural accents on the principal residence shall be repeated on the shed to reflect coordinated construction.
8. The shed cannot be constructed past the front façade of the principal residence nor encroach upon any setback. Exceptions shall be considered at the discretion of the ACC, based on topography of the lot.

K. Permanent Green Houses

1. A Green house is a building constructed primarily of a rigid metal frame and rigid plastic translucent panels in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants.
2. A green house may include, but is not limited to, the use of heating devices, water and electrical utilities.
3. The green house shall not exceed one hundred twenty one (121) square feet in floor space and fourteen (14) feet in height measured from the floor to the highest point on the structure.
4. The frame of the green house shall be made of metal, and comply with Chapter 7, Section VII, Paragraph 4, "Exterior Colors and Finishes."
5. The roof may either be constructed using the same materials as the side walls of the green house, shall match the roof material of the principal residence, in texture, pattern and color.
6. The green house cannot be constructed past the front façade of the principal residence, or encroach upon any setbacks.
7. A permanent greenhouse structure must be attached to a concrete

foundation or anchored to a set of concrete pillars around the perimeter of the structure to ensure permanence against the high winds experienced in Woodmoor.

8. A temporary or seasonal green house is not allowed.

L. Tree Houses

1. The tree house must blend into the natural surroundings with neutral or earth-tone colors.
2. The tree house shall not exceed one hundred twenty (120) square feet in floor space, eight (8) feet in height, measured from the interior floor to the highest point of the roof, and sixteen (16) feet in overall height, measured from finished grade at the foot of the associated tree to the highest point on the tree house structure.
3. If supported by posts, the posts must have a minimum cross-section of not less than six (6) inches.
4. The tree house shall be built with fire-treated wood or a textured material that is not rubber or plastic. Fire resistant materials are strongly recommended.
5. The tree house must be securely attached to the tree or posts so as to ensure permanence against the high winds experienced in Woodmoor.
6. The tree house roof shall match the principal residence's roof material in texture, pattern and color. If the principal residence has a metal, slate or tile roof, the tree house may use a shingle that closely matches the color and appearance of the principal residence roof.
7. The tree house cannot be constructed past the front façade of the principal residence nor encroach upon any setback. Exceptions may be considered at the discretion of the ACC, based on topography of the lot.

M. Solar Applications and Energy Conservation

Energy conservation-related construction is expected to conform to the standards of appearance and design that shall permit it to be integrated as

tastefully and inconspicuously as possible. Active and passive solar applications must blend in with the overall architectural design and concept of the principle residence. Active solar panels shall be flush-mounted on the roof unless this seriously hinders performance. If roof panels are raised, they must be finished in all aspects, to include enclosed ends.

VIII. LANDSCAPING

- A. The Approved Landscape Plans are permitted for use for all Lots within The Beach. A landscaping plan that varies from an Approved Landscape Plan must be submitted for approval with the project application packet. Aesthetics, erosion control, and establishment of defensible space are major considerations in obtaining ACC approval of the landscaping plan. Xeriscaping and the use of native species is strongly recommended. The landscaping plan must be in compliance with Chapter 7, Section IV Topography, Drainage, and erosion control. Any changes to the approved landscaping plans require prior written approval of the WIA.
- B. IT IS STRONGLY RECOMMENDED TO REFER TO THE WIA'S LIBRARY OF FIREWISE AND DEFENSIBLE SPACE LITERATURE WHEN DEVELOPING SITE PLANS, LANDSCAPING PLANS, AND BUILDING DESIGNS, AND WHEN SELECTING MATERIALS FOR CONSTRUCTION ON WOODMOOR LOTS. THIS LITERATURE IS AVAILABLE FOR FREE FROM THE WIA OFFICE AND ON THE WIA WEBSITE. ALSO SEE APPENDIX H OF THE PDSM FOR A REFERENCE DOCUMENT REGARDING FIREWISE CONSTRUCTION AND DEFENSIBLE SPACE.
- C. Tree removal must comply with the PUD. In addition, Owner/Owner's Agents wishing to thin or cut any Standard Dimension Trees or larger, thirty (30) feet beyond their structure (home) or five (5) feet from the designated vehicular area must submit a tree removal application to the ACC Admin for review by the Director of Forestry. Trees that are within thirty (30) feet of the principle residence and within five (5) feet of the designated vehicular area (driveway) may be removed without obtaining a permit.
- D. Suitable landscaping and satisfactory restoration of all disturbed areas and drainage patterns are basic requirements of any project. Disturbed areas shall be restored to

pre-construction condition or match undisturbed areas on the lot. The landscaping, as approved in the project application packet, must be completed and inspected in the first growing season after completion of the building or within 18 months from the date of project application packet approval. Failure to do so may result in forfeiture of the compliance fee, and subject the lot to covenant action.

IX. FENCING, WALLS & ENCLOSURES

- A. Erection of a fence, section of wall or enclosure must be approved prior to construction, other than the PUD Fencing described below.
- B. Fencing – Except for the solid PUD fencing allowed adjacent to Woodmoor Water & Sanitation, decorative split rail style fences are the only type of fencing allowed and all other type of fencing are prohibited.
 1. Location
 - a) Fencing can be placed on property lines.
 - b) Fences are restricted to the lot sides and rear and may not extend beyond the front facade of the principal residence. Perimeter fences that completely enclose the lot are not allowed.
 2. Height
 - a) Fencing, other than PUD Fencing, may not exceed four (4) feet in height.
 3. Construction of Fencing, other than PUD Fencing.
 - a) A split-rail or dowel fence is defined by the following characteristics:
 - (1) Construction is entirely of split natural timber or dowel except for small discreet hardware fastening components such as nails, bolts, or screws.
 - (2) A maximum of three (3) horizontal rails are allowed, spaced no closer than one (1) foot on center. Vertical posts shall be spaced evenly and separated by a minimum of five (5) feet.
 - (3) The wood shall not be painted or stained and must remain a natural color. It may be protected by a clear sealant.

- (4) A wire mesh lining may be attached to the inside of the fence. The wire mesh lining shall be of 14 or 16 gauge galvanized wire with at least one (1) square inch openings and must be approved by the ACC. Mesh is not allowed to extend above the top rail of the fence or beyond any end post. Plastic mesh is not allowed.
- (5) Gates must present an open appearance and blend with the split rail or dowel fence.
- b) Picket, chain link, metal and plastic fences or gates are not allowed.
- c) Property Lines. As used in this Document, Front, side and rear "property lines" shall be the same as defined in the County zoning regulations in effect from time to time. In the absence of such a definition, a front property line is each boundary line (whether one or more) between the Lot and any street. A side Lot Line is any boundary line which meets and forms an angle with a street except that for a corner Lot with two front property lines, the side property line is the boundary which forms an angle with the street that affords the principal access to the Lot. All other property lines are rear property lines.

C. Walls/Pillars

- 4. There are two categories of walls:
 - a) Decorative wall
 - b) Retaining wall (See Chapter 7, Section IV, "Topography and Drainage")
- 5. Location
 - a) No wall may encroach upon any easement.
 - b) Perimeter walls around a lot are not allowed.
 - c) A pillar with lighting is allowed on either or both sides of driveway entrances or exits.
- 6. Construction
 - a) Decorative walls or pillars shall be constructed of stone, brick or stucco.
 - b) Decorative walls shall not exceed an exposed height of two (2) feet.

- c) A pillar shall be no more than seven (7) feet in height, including any lighting fixtures, and no wider than three (3) feet.

D. Enclosures

7. Location

- a) The enclosure must have three walls, two of which attach to the principle residence.
- b) The enclosure is considered part of the building structure, and is subject to the same setback restrictions as the principle residence.

8. Construction

- a) Enclosures may be built as an extension of the principle residence and constructed of the same material, style and color.
- b) The enclosure shall not exceed six (6) feet in height.
- c) The enclosed area shall not exceed two hundred (200) square feet.

X. TRELLIS AND LATTICEWORK

- A. A trellis is defined as a frame of latticework used for a screen, windbreak, camouflage, arbor or support for climbing plants. The trellis or latticework must be approved prior to construction, and must be open in appearance.

- 1. Trellis or lattice panels shall be wood, plastic (vinyl) or wrought iron.
- 2. Color is determined by where the panel(s) is used, as follows:
 - a) For a garden setting, the color redwood, cedar or white is allowed.
 - b) For a deck or patio, the color redwood, cedar or the color of the deck is allowed.
 - c) Panels attached to the principal residence are to be painted the same color as the principal residence, or may be redwood/cedar in color.
- 3. Allowable uses are as follows:
 - a) As a screen under a deck, or around the base of a detached structure. Wire mesh is recommended to be placed behind the latticework to prevent build-up of fire fuels and to discourage pest infestation.
 - b) As a windbreak on one side only of a patio or deck. It is not to be

- used as an enclosure. The height may not exceed eight (8) feet.
- c) As a camouflage for garbage can storage or a small compost pile. The area may not exceed twenty (20) square feet. The lattice may not exceed four (4) feet in height.
 - d) As a freestanding support for climbing plants. The height may not exceed four (4) feet, and the length may not exceed eight (8) feet. Only one (1) such structure is allowed per lot.
 - e) As an arbor consisting of two (2) panels. A connecting arch may be used on top. The total height may not exceed eight (8) feet. Only one (1) such structure is allowed per lot.

XI. OUTDOOR LIGHTING

- A. Careful consideration to placement and intensity of outdoor lighting is required to avoid unwanted illumination of other lots. Outdoor lighting must be positioned so that it does not interfere with vehicular traffic, and must either be shielded or be sufficiently dimmed so as to not disturb neighbors.

XII. HOUSE NUMBERING

- A. A. The Woodmoor-Monument Fire Protection District Fire Code requires that house numbers be placed on all buildings in such a location and position as to be plainly visible and legible from the street or road.

XIII. COMMON AREAS

- A. The Beach at Woodmoor Common Areas or open space tracts shall be controlled by the The Beach at Woodmoor Homeowners Association. Common Areas within The Beach will be owned and maintained by The Beach at Woodmoor Homeowners Association and not WIA. Any alterations to the Common Areas outside of the approved PUD shall be approved by the WIA.
 - 1. Common areas are not to be used for access to lots in Woodmoor. However, there are situations that may require an exception to this policy, including access for construction. In such instances, application must be

made for use of a common area for construction access. Refer to the *PDSM Quick Reference Guide* for applicable compliance fees. The Owner/Owner's Agent must ensure compliance with the following conditions:

- a) Use cannot commence until the Director of the ACC, the Director of Forestry and the Director of Common Areas have reviewed the application and granted permission for use. The ACC may impose conditions on the use of common areas in addition to those listed below, on a case- by-case basis.
 - b) The common area may be used only for temporary access to and from a lot; the ACC Admin shall delineate the route across the common area. No storage of construction materials is allowed, including soil, sand or gravel. No parking on the common area is allowed, unless such parking has been explicitly requested in the application and approved by the approving authorities.
 - c) No alteration in the grade of the land is allowed in a common area. It is prohibited to disturb the soil in a common area to improve access to a lot.
 - d) At the end of the project, the common area must be restored to its former condition, as documented by the ACC Admin, including removal of any soil materials deposited by erosion from the lot associated with the construction project, replacement of soil eroded away from the common area, and establishment of native grasses as an effective ground cover. Restoration shall be completed no later than three months after completion of the construction project.
2. The ACC Admin may refund the compliance deposit at the discretion of the ACC, upon completion of the construction project and verification of restoration. If a WIA employee or consultant performs verification, the cost of such an inspection shall be deducted from the compliance deposit. The ACC reserves the right to retain all or a portion of any compliance deposit, including applicable construction and landscaping compliance fees,

for the purpose of repairing an inadequately restored common area, or as a fine for non-compliance with the conditions of the use permit.

3. Permanent use of the common area for specific approved purposes when other alternatives are not available shall only be undertaken as a result of a signed formal agreement (i.e., License for Underground Utilities) among the WIA,, The Beach at Woodmoor Homeowners Association and the entity making application.

XIV. FLAG POLES

- A. One flagpole may be located on a lot. The flag pole must not be placed in setbacks or easements and must be approved by the ACC Admin.
- B. Flagpole colors shall be either white, non-reflective “brushed metal”, or a subdued earth-tone color.
- C. Flagpoles, other than Model Home Flagpoles defined below, shall not be greater in diameter than six (6) inches and no higher than 25 feet, nor shall it extend above the highest ridge of the principle residence’s roof, whichever is lower. “Model Home Flagpoles” constitute flagpoles (i) located at model home and/or sales sites that are in operation as model homes and/or sales facilities, and (iii) not higher than 50 feet. Model Home Flagpoles are required to be removed from the site within 90 days following the date on which the site ceases to be used as a model home/sales facility.
- D. Noise caused by the rope or hardware banging against the pole is a nuisance to neighbors. Flagpole Owners/Owner’s Agents must ensure this does not occur by modifying the pole, if necessary, to prevent this nuisance. Night lighting of flagpoles must comply with outdoor lighting standards. (See Chapter 7, Section XI, “Outdoor Lighting.”)

XV. SEASONAL EQUIPMENT

- A. Seasonal equipment that requires ACC approval includes but is not limited to all types of non-vehicular equipment used outdoors for more than 24 hours, such as non-permanent playground equipment, and temporary protective fencing around gardens. (For swimming pools, see Chapter 7, Section XVIII)

- B. Seasonal equipment is equipment that complies with all of the following conditions:
1. The equipment requires no more than a half-day to set up or remove.
 2. The owner/owner's agent typically does the set-up and removal.
 3. The equipment is stored indoors, or out of sight, for at least seven (7) consecutive months in any twelve (12) month period, during which time it is not used outdoors.
 4. When in use, the equipment is not permanently anchored to the ground.
- C. If any re-grading of the lot is required for the seasonal equipment's installation, approval to re-grade the lot must be obtained in advance from the ACC.
- D. Seasonal equipment is not a "building" and may therefore be approved for location in the setback, although the ACC shall endeavor at all times to preserve the open space of the setbacks wherever possible.

XVI. MOTHER-IN-LAW APARTMENT

- A. A mother-in-law apartment is defined by El Paso County and Pikes Peak Regional Building Department codes and ordinances.
- B. The exterior appearance of the resulting structure shall be that of an architecturally-integrated single family dwelling, and shall comply with all design requirements described in Chapter 7 of the PDSM.
- C. Specific additional requirements for a mother-in-law apartment are found in the El Paso County Land Development Code.

XVII. PATIOS, CONCRETE PADS AND WALKWAYS

- A. Patios and Concrete pads are allowed in setbacks but not in easements. Any part of the patio or concrete pad which is in the setback cannot have any vertical structure on or above it.
- B. Walkways can be stone slabs, concrete, brick, wood planks or gravel. All walkways are allowed in the setbacks.

XVIII. SWIMMING POOLS

- A. Two categories of swimming pools are allowed:

1. Kiddie Pools or Wading Pools on ground, which are temporary and
 2. Larger swimming pools which are regulated by El Paso County Regional Building Codes.
- B. Kiddie Pools or Wading Pools are limited in size to a surface area of less than one-hundred (100) square feet, and a side height of maximum two (2) feet. This category of pool must be stored indoors or out of sight for at least seven (7) consecutive months in any twelve (12) month period, during which time it is not used outside. The ACC does not require approval of this category of pool.
- C. Other structures intended for swimming, recreational bathing or wading that contain water over twenty-four (24) inches deep, and have a surface area of more than one hundred (100) square feet require an El Paso County Permit, as well as ACC approval. This includes, but is not limited to, in-ground, above-ground and on-ground pools, hot tubs, spas, fixed-in-place wading pools, and similar pool structures.
- D. If any re-grading of the lot is required for installation, approval to re-grade the lot must be obtained in advance from the ACC.

XIX. YARD ART

- A. Yard Art is allowed in Woodmoor with the approval of the ACC. The art object(s) must be tasteful, within the harmony of Woodmoor, and comply with the open look of the area, avoiding an overly-cluttered appearance. The color of the object must be neutral and blend into the natural surroundings. If the object is an antique, such as farm equipment or an old wagon, it may be restored to its original colors or left to its weathered look.

CHAPTER 8 – REFERENCES FOR SPECIAL CIRCUMSTANCES**I. MULTI-FAMILY HOMES**

For Multi-Family projects, please refer to the separate document “Project Design Standards for Multifamily Homes”. Hard copies are available from the WIA Office or by mail or phone request at: Woodmoor Improvement Association; 1691 Woodmoor Dr., Monument, Colorado 80132. Phone: (719) 488-2693.

II. ACCESSIBILITY CONSIDERATIONS

The WIA encourages full compliance with accessibility standards, and limits its review authority to aesthetics as defined by the PDSM. Please refer to the Federal Fair Housing Act and all applicable State and federal statutes for more information.

III. FIREWISE AND DEFENSIBLE SPACE CONSIDERATIONS

The WIA strongly encourages all lot owners/owner’s agents to review the WIA’s library of Firewise and Defensible Space literature when developing site plans, landscaping plans, and building designs and when selecting materials for construction on Woodmoor lots. This literature is available for free from the WIA office and on the WIA website. Also see Appendix H at the end of the PDSM for a reference document regarding how to “harden” a lot and its structures against the threat of wildfires.

GLOSSARY**ANCILLARY BUILDING**

A small building, separate from the principal residence, that does not exceed five hundred and thirty (530) square feet in area, and is limited to one story.

APPLICATION FEE

A non-refundable fee that is paid when submitting an application packet and is used to offset administrative expenses of processing the application packet, monitoring the construction and enforcing the *WIA Rules and Regulations*, including the *Project Design Standards Manual*.

BENCHMARK

An easily located reference point which is assigned a convenient base elevation such as 100 feet. All other lot elevations are expressed relative to the benchmark elevation.

BUILDING

Any structure having a roof, supported by columns or walls.

COMPLIANCE FEE

A refundable fee that is paid when submitting an application packet and is used to ensure that the project proceeds in accordance with the approved design. The refunding of this fee is based on compliance at project completion.

DISTURBED AREA

An area established during the construction phase which is clearly marked on the site plan and represents locations where existing vegetation or topography shall be disturbed, graded, etc., including, but not limited to, the areas where excess dirt or other materials shall be stored.

EASEMENT

An area that is reserved, conveyed, or dedicated for a specialized or limited purpose without the transfer of fee or title, including, but not limited to, utility and drainage access, trails, planting, solar access, or open space.

FENCE

A structure supported above the ground by posts, enclosing or delineating an area of a lot. **Note: the WIA PDSM requirements for fences and walls are more restrictive than those of El Paso County.**

FINISHED GRADE

The grade that is achieved when the land contours visually match the approved drawing contours, and soil has been smoothed to a uniform surface, free of dirt clumps greater than three (3) inches in their longest dimension. A finished grade shall drain as intended in the approved drawings without catching water, and with all surface irregularities restored.

FOOTPRINT

The land area within the limits of the building foundation.

GREENHOUSE

A building constructed primarily of a rigid metal frame and rigid plastic translucent panels in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants.

IMPROVEMENT

Any item or condition, including any exterior changes, which result in an addition to, replacement of, change to or alteration of the exterior appearance of a structure or lot/property.

PERIMETER FENCE

A fence directly along, or parallel to and within three (3) feet of, all of the property lines, with openings only at access points to the lot – such fences are not allowed in Woodmoor.

PRELIMINARY MEETING

The required meeting with the ACC Admin during any project's Planning Phase.

PROJECT DESIGN STANDARDS MANUAL

This document, Part V of the "Policies, Procedures, Rules and Regulations of Woodmoor Improvement Association Parts I, II, III and IV".

PROPERTY LINE

A line dividing a specific lot from other lots, common areas, or from a street.

RAILING

A barrier or support required for building code compliance or to assist the mobility of handicapped individuals. Railings are typically found on balconies, raised decks, and stairways, or placed at ground level along walkways, specifically to aid the physically handicapped. Provisions that relate to fences and walls do not restrict the placement or use of railings.

RETAINING WALL

A wall used to retain earth or other landscaping materials which may be constructed of rocks, timbers, or any ACC-approved material. Retaining walls shall not extend more than six (6) inches above the retained material and shall have vertical exposure of no more than four (4) feet. When terracing is accomplished using retaining walls, the walls must have a minimum horizontal separation of two (2) feet.

RULES AND REGULATIONS

The shortened name for the document titled “Policies, Procedures, Rules and Regulations of Woodmoor Improvement Association, Parts I, II, III and IV”. Part V is this Project Design Standards Manual.

SETBACK

Boundaries around the perimeter of each lot in which buildings are prohibited and other structures are restricted. The setback line extends to infinity vertically up and down from the surface of the ground, thus restricting the intrusion of eaves, overhangs, decks, cantilevers, porches, chimneys, steps, patios, underground projections of the basement and similar elements.

SHED

A small building, separate from the principal residence, which does not exceed one hundred and twenty (120) square feet in floor space and fourteen (14) feet in height to the top of the roof ridge.

STANDARD DIMENSION TREE

A tree with a trunk that measures four (4) inches in diameter or greater, when

measured four (4) feet, six (6) inches above the existing ground level.

STRUCTURE

Anything constructed or erected, the use of which requires more or less permanent location on the ground or attachment to something having a permanent location on the ground.

SURVEY

A Land Survey that is prepared, signed and stamped by a state-registered professional land surveyor.

TREE HOUSE

A small building built principally as outdoor playground equipment, separate from the principle residence, and attached to a tree or raised above the ground on posts, which does not exceed one hundred and twenty (120) square feet in floor space, eight (8) feet in height when measured at the floor of the enclosed space, and sixteen (16) feet in height from the grade at the foot of the tree to the top of any part of the tree house structure.

WALL

A structure supported by the ground along its entire length that is substantially solid in appearance. Spaces between any posts or similar elements shall be constructed of the same material as the posts. **Note: the WIA PDSM requirements for fences and walls are more restrictive than those of El Paso County.**

WALL EXPANSE

A blank, uninterrupted exterior wall surface in a common plane consisting of essentially similar material and color, void of architectural features such as windows, doors, or trim. The area is defined as a surface area that can be inscribed with a convex polygon, having corners less than 180 degrees.

WIA

The abbreviation for “Woodmoor Improvement Association” located in Woodmoor.

WOODMOOR

The geographic locality in El Paso County that is referenced in this publication.

1. Application for New Construction Project
2. Application for Major Modification Project
3. Application for Miscellaneous Project
4. Change Application
5. Construction Compliance Agreement
6. Application for Landscaping
7. Antenna Registration



Woodmor

APPLICATION FOR NEW CONSTRUCTION PROJECT

OWNER/OWNER'S AGENT NAME: _____ PHONE: _____

CURRENT ADDRESS: _____

ADDRESS OF PROPOSED PROJECT: _____

LOT LEGAL DESCRIPTION: LOT _____ BLOCK _____ FILING _____

CONSTRN CONTRACTOR'S NAME: _____ PHONE: _____

CONSTRN CONTRACTOR'S ADDRESS: _____

PROJECT SCHEDULE		PROJECT SIZE			
ESTIMATED START DATE	BUILDING SQUARE FOOTAGE <i>(as shown on floor plans/site plan)</i>	TOTAL SQ. FT. FINISHED SPACE	TOTAL SQ. FT. GARAGES	TOTAL SQ. FT. FOOTPRINT <i>(excluding garage)</i>	
ESTIMATED COMPLETION DATE		TOTAL SQ. FT. UNFINISHED SPACE	TOTAL SQ. FT. DECKS		

SITE SETBACKS <i>(as stated in PDSM)</i>	FRONT (ft)	REAR (ft)	SIDE 1 (ft)	SIDE 2 (ft)
--	------------	-----------	-------------	-------------

PROPOSED MATERIALS AND COLORS: All exterior finishes/colors must include manufacturer's name, product number, and color chart, and must comply with the requirements set forth in the Project Design Standards Manual.

MATERIAL TYPE	MANUFACTURER	PRODUCT NAME	COLOR NAME
ROOF			
EXTERIOR FINISH 1			
EXTERIOR FINISH 2			
EXTERIOR FINISH 3			
WINDOW FRAMES			
DOOR FRAMES			
DOORS			
GARAGE DOORS			
GUTTERS/DOWNSPOUTS			
VENTS/TRIM			
RETAINING WALLS			
OTHER 1			
OTHER 2			

REQUIRED FEES & SUBMITTALS <i>(in addition to this New Construction Application form)</i>	<input type="checkbox"/> CONSTR COMPLIANCE FORM	<input type="checkbox"/> CERTIFIED SURVEY	<input type="checkbox"/> FLOOR PLAN
	<input type="checkbox"/> ADMIN FEES \$	<input type="checkbox"/> SITE PLAN	<input type="checkbox"/> EXTERIOR ELEVATIONS
	<input type="checkbox"/> COMPL FEES \$	<input type="checkbox"/> LANDSCAPING PLAN	<input type="checkbox"/> BLDG CROSS SECTIONS

I/We hereby certify that I/We have read the Covenants, Rules and Regulations, including the Project Design Standards Manual, and the conditions and restrictions recorded with the deed for this property, and will fully comply with all provisions of each. I/We understand that approval of this application for construction by the ACC does not ensure construction quality or construction contractor performance.

I/We agree that: (a) I/We am/are fully responsible for all contractors and subcontractors working on this project, (b) the project will be completed in strict accordance with the plans approved by the ACC, and (c) any changes to the approved plan will be submitted to the ACC for approval prior to the changes being incorporated into the project. I/We understand that any changes implemented into the project without prior approval by the ACC will be subject to fines in accordance with the Compliance Fee Agreement.

OWNER SIGNATURE: _____

DATE: _____

CO-OWNER SIGNATURE: _____

DATE: _____

OWNER'S AGENT SIGNATURE: _____

DATE: _____

WIA REP SIGNATURE: _____
(written authorization from owner must be attached)

DATE: _____

(WIA rep who received and verified completed application packet)

(date completed application packet rec'd by WIA)

NOTICE: The review and subsequent approval of this application packet by WIA's ACC does not ensure construction quality or construction contractor performance. These are the responsibility of the owner/owner's agent and his/her contractors.



Woodmoor

APPLICATION FOR MAJOR MODIFICATION PROJECT

OWNER/OWNER'S AGENT NAME: _____ PHONE: _____

CURRENT ADDRESS: _____

ADDRESS OF PROPOSED PROJECT: _____

LOT LEGAL DESCRIPTION: LOT _____ BLOCK _____ FILING _____

CONSTRN CONTRACTOR'S NAME: _____ PHONE: _____

CONSTRN CONTRACTOR'S ADDRESS: _____

PROJECT SCHEDULE	PROJECT DESCRIPTION (check one)	PROJECT DESCRIPTION/DETAILS
ESTIMATED START DATE	<input type="checkbox"/> ADD SQ. FT. TO AN EXISTING RESIDENCE/INCL. GARAGE	
	<input type="checkbox"/> CREATE AN EXTERIOR ENCLOSURE	
ESTIMATED COMPLETION DATE	<input type="checkbox"/> ADD TO OR ALTER AN EXISTING ROOF LINE	
	<input type="checkbox"/> ADD AN ANCHILARY BUILDING	

SITE SETBACKS (as stated in PDSM)	FRONT (ft)	REAR (ft)	SIDE 1 (ft)	SIDE 2 (ft)

PROPOSED MATERIALS AND COLORS: All exterior finishes/colors must include manufacturer's name, product number, and color chart, and must comply with the requirements set forth in the Project Design Standards Manual.

MATERIAL TYPE	MANUFACTURER	PRODUCT NAME	COLOR NAME
ROOF			
EXTERIOR FINISH 1			
EXTERIOR FINISH 2			
EXTERIOR FINISH 3			
WINDOW FRAMES			
DOOR FRAMES			
DOORS			
GARAGE DOORS			
GUTTERS/DOWNSPOUTS			
VENTS/TRIM			
RETAINING WALLS			
OTHER 1			
OTHER 2			

REQUIRED FEES & SUBMITTALS (in addition to this New Construction Application form)	<input type="checkbox"/> CONSTR COMPLIANCE FORM		<input type="checkbox"/> CERTIFIED SURVEY		<input type="checkbox"/> FLOOR PLAN	
	<input type="checkbox"/> ADMIN FEES	\$	<input type="checkbox"/> SITE PLAN		<input type="checkbox"/> EXTERIOR ELEVATIONS	
	<input type="checkbox"/> COMPL FEES	\$	<input type="checkbox"/> LANDSCAPING PLAN		<input type="checkbox"/> BLDG CROSS SECTIONS	

I/We hereby certify that I/We have read the Covenants, Rules and Regulations, including the Project Design Standards Manual, and the conditions and restrictions recorded with the deed for this property, and will fully comply with all provisions of each. I/We understand that approval of this application for construction by the ACC does not ensure construction quality or construction contractor performance.

I/We agree that: (a) I/We am/are fully responsible for all contractors and subcontractors working on this project, (b) the project will be completed in strict accordance with the plans approved by the ACC, and (c) any changes to the approved plan will be submitted to the ACC for approval prior to the changes being incorporated into the project. I/We understand that any changes implemented into the project without prior approval by the ACC will be subject to fines in accordance with the Compliance Fee Agreement.

OWNER SIGNATURE: _____ DATE: _____

CO-OWNER SIGNATURE: _____ DATE: _____

OWNER'S AGENT SIGNATURE: _____ DATE: _____

(written authorization from owner must be attached)

WIA REP SIGNATURE: _____ DATE: _____

(WIA rep who received and verified completed application packet) (date completed application packet rec'd by WIA)

NOTICE: The review and subsequent approval of this application packet by WIA's ACC does not ensure construction quality or construction contractor performance. These are the responsibility of the owner/owner's agent and his/her contractors.



Woodmoor

CHANGE APPLICATION

OWNER/OWNER'S AGENT NAME: _____ PHONE: _____

CURRENT ADDRESS: _____

ADDRESS OF PROPOSED PROJECT: _____

LOT LEGAL DESCRIPTION: LOT _____ BLOCK _____ FILING _____

CONSTRN CONTRACTOR'S NAME: _____ PHONE: _____

CONSTRN CONTRACTOR'S ADDRESS: _____

PROPOSED CHANGE:

Large empty rectangular box for describing the proposed change.

REQUIRED FEES & SUBMITTALS (in addition to this Change Application form)	<input type="checkbox"/> ADMIN FEES	\$ _____	<input type="checkbox"/> SKETCH:	<input type="checkbox"/> OTHER:
	<input type="checkbox"/> OTHER	\$ _____	<input type="checkbox"/> SKETCH:	<input type="checkbox"/> OTHER:
	<input type="checkbox"/> OTHER	\$ _____	<input type="checkbox"/> SKETCH:	<input type="checkbox"/> OTHER:

This change application modifies the approved project application, and comprises the written record of approval, as required by the Covenants, of requested change(s) in currently approved plans for construction on the lot described above. Applicable fees (as of 11/1/02) for changes to approved project applications are required upon approval of requested changes. See "Required Fees & Submittals" above.

I/We hereby certify that I/We have read the Covenants, Rules and Regulations, including the Project Design Standards Manual, and the conditions and restrictions recorded with the deed for this property, and will fully comply with all provisions of each. I/We understand that approval of this application for construction by the ACC does not ensure construction quality or construction contractor performance.

I/We agree that: (a) I/We am/are fully responsible for all contractors and subcontractors working on this project, (b) the project will be completed in strict accordance with the plans approved by the ACC, and (c) any changes to the approved plan will be submitted to the ACC for approval prior to the changes being incorporated into the project. I/We understand that any changes implemented into the project without prior approval by the ACC will be subject to fines in accordance with the Compliance Fee Agreement.

OWNER SIGNATURE: _____

DATE: _____

CO-OWNER SIGNATURE: _____

DATE: _____

OWNER'S AGENT SIGNATURE: _____

DATE: _____

(written authorization from owner must be attached)

WIA REP SIGNATURE: _____

DATE: _____

(WIA rep who received and verified completed application packet)

(date completed application packet rec'd by WIA)

ACC ADMIN REVIEW COMMENTS/DECISION:	<input type="checkbox"/> APPLICATION APPROVED IN-OFFICE	SIGNED: _____	DATE: _____
	<input type="checkbox"/> APPLICATION DISAPPROVED IN-OFFICE	SIGNED: _____	DATE: _____
	<input type="checkbox"/> ACC REVIEW REQUIRED	ACC SCHEDULED MEETING DATE: _____	

NOTICE: The review and subsequent approval of this application packet by WIA's ACC does not ensure construction quality or construction contractor performance. These are the responsibility of the owner/owner's agent and his/her contractors.



Woodmoor

CONSTRUCTION COMPLIANCE AGREEMENT

The undersigned, as owner or authorized agent of the owner (hereinafter called "Owner") of the property described below (the "Lot") agrees with the Woodmoor Improvement Association, a Colorado non-profit corporation (the "WIA") as follows:

1. Compliance with Documents. Owner has received, read and understood the WIA's Covenants, Conditions and Restrictions (the "Covenants") recorded against the Lot, the WIA's Design Standard regulations (the "Rules"), and any other agreements or documents which are listed below, all of which are called the "Operative Documents" and are incorporated herein by the reference. Owner covenants and agrees to comply fully, timely and completely with the Operative Documents and with the plans approved and all requirements imposed by the WIA's Architectural Control Committee (the "ACC"). The plans as approved by the ACC may be changed only after the approval of a written change request; no changes may be started prior to such approval.

2. Payment of Compliance Fee. Owner agrees to pay the compliance fee stated below (the "Compliance Fee"), together with any other sums reasonably required by the Operative Documents. Payment of the Compliance Fee by anyone other than Owner, for example the contractor and signature of this Agreement by that person shall be presumed to have been made with the agency, authority and knowledge of Owner. The Compliance Fee will be held by the WIA without interest to Owner; any interest, shall be paid to the WIA for its administrative and other expenses

3. Retention of Compliance Fee. The Compliance Fee will usually be retained by the WIA according to the following schedule:

100% Extreme non-compliance: e.g. over height, setbacks, etc.

50% Pouring foundation without monitor approval

50% Pouring foundation without a required survey to WIA/ACC

15% Major exterior changes without ACC approval: e.g. adding a deck, changing from cedar to stucco, etc.

5% Other exterior changes without ACC approval: e.g. for each window removed, added or changed; each chimney omitted or added; stairs omitted or added; drive-way change; retaining wall; color change; adding or omitting a bump-out, etc.

The WIA reserves the right to change the above retention schedule in its discretion and may increase retention percentages for willful or injurious non-compliance or other violations. Owner agrees that the entire Compliance Fee may be retained by the WIA in its general funds as liquidated damages because actual damages will be difficult or impossible to calculate and because of the expenses and costs likely to be incurred by the WIA. The Compliance Fee may also be used in whole or in part to pay for any services provided by the WIA or for remedial services, including but not limited to trash removal, sanitary services, fencing, filling of unguarded excavations, restoring construction damage to the green belt, protecting uncompleted structures and similar services. In addition to retention of the Compliance Fee, the WIA may exercise any or all of its legal and equitable rights set forth in Paragraph 7 hereof or otherwise.

4. Payment of ACC Admin. The WIA will retain and pay its ACC Admin for up to one hour of consultation with the Owner, or the contractor. The ACC Admin's sole purpose shall be to explain any disapproval of submitted plans; any additional time spent by the ACC Admin in explaining the disapproval of submitted plans will be paid by the Owner at the rate then in effect for the ACC Admin. Owner or contractor may retain the ACC Admin for additional architectural or design services at his regularly scheduled professional fee, and under such circumstances, the ACC Admin shall be working solely for Owner or contractor and not as agent or representative of the WIA. The ACC Admin will bill Owner or contractor directly for any services rendered in excess of the one-hour consultation paid from the Compliance Fee

5. WIA Inspection. The Compliance Fee shall only be returned if a written application for refund is made to the WIA and Owner obtains an acceptable final written report by the WIA Project Monitor. In his final report, the WIA Project Monitor shall state that he has made a final inspection of the construction, that all details of the finished construction appear to conform to the WIA approved plans and specifications, or to any WIA approved change request. If the WIA Project Monitor requires corrective action, which Owner fails or refuses to undertake, the entire Compliance Fee will be retained by the WIA, which may exercise its other rights also. Similarly, if any construction is pursued without inspections or approvals required by the Operative Documents, (for example, pouring foundation without prior approval of siting forms by the monitor), the entire Compliance Fee will be retained by the WIA. In the event of any disagreement between the Owner and the Project Monitor as to whether construction is in total compliance with the plans and specifications, the procedures of the Manual and the Rules shall be used in an attempt to resolve the dispute.

Owner shall be solely responsible for the compliance of the construction with the Operative Documents, even if Owner delegates or relies upon such contractors or professionals in the construction. For example, Owner is responsible for obtaining an accurate survey and staking of foundations and improvements. The review and approval of any aspect of the construction by the monitor or the ACC does not ensure quality of construction, compliance with law, or performance by any contractor, and Owner shall look solely to those contractors or parties performing such construction, and shall be responsible for the acts and omissions of such contractors and persons.

6. Procedure for Return. Owner has one year from the time of approval of plans and specifications by the WIA to complete all construction. If Owner does not apply for a refund of the Compliance Fee within that one-year period, the WIA will inform Owner by mail at his last known address. If no application for return of the Compliance Fee is made within 90 days after the notice has been mailed, by certified mail, return receipt requested, the WIA Project Monitor will make a final inspection and return all of his files and reports to the WIA office and the entire Compliance Fee shall be paid to the WIA for transfer to its general fund.



Woodmoor

CONSTRUCTION COMPLIANCE AGREEMENT

(continued)

7. Enforcement Rights. The payment of the Compliance Fee to the WIA shall not prevent or impair the WIA's right to impose additional fines pursuant to the WIA's Rules and shall not bar the WIA from taking any legal or equitable action against Owner or other persons, including without limitation, obtaining an injunction or temporary restraining order without the deposit of a bond, to enforce the Operative Documents and decisions of the WIA. In the event that this Agreement or any obligation under the Operative Documents or the decisions of the WIA must be enforced by the WIA through legal proceedings or advice, the WIA shall be entitled to recover all of its costs and expenses of such enforcement including, without limitation, reasonable attorney's fees. Similarly, the Compliance Fee may be applied, in whole or in part, towards any costs and expenses of enforcement. No approval and no act or omission by the WIA, the ACC, the monitor or other representative shall waive any provision of the Operative Documents or constitute any estoppel or bar to enforcement of the Operative Documents.

8. RELEASE OF CLAIMS. OWNER UNDERSTANDS AND AGREES THAT THE WIA IS A NON-PROFIT CORPORATION REPRESENTING ITS MEMBERS AND THAT THE ACC, THE MONITOR, AND THE WIA'S BOARD AND AGENTS ARE VOLUNTEERS ACTING WITHOUT COMPENSATION AND PROTECTED BY STATUTORY IMMUNITIES. OWNER, FOR HIMSELF, HIS CONTRACTORS, HEIRS, AGENTS, SUCCESSORS AND ASSIGNS WAIVES, RELEASES AND INDEMNIFIES THE WIA, THE ACC, THE MONITORS, AND THEIR SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES AND DAMAGES RELATING TO THE APPROVALS, INSPECTIONS, STATEMENTS, AND CONSTRUCTION DESCRIBED IN THIS AGREEMENT. THIS RELEASE SHALL BE IN ADDITION TO STATUTORY IMMUNITIES FOR SUCH PERSONS AND ENTITIES. OWNER ASSUMES ALL RISKS AND RESPONSIBILITIES RELATING TO SUCH CONSTRUCTION.

IN WITNESS WHEREOF, the undersigned have executed this Construction Compliance Agreement this ____ day of _____, 20 ____.

OWNER NAME: _____ CO-OWNER NAME: _____

OWNER SIGNATURE: _____ CO-OWNER SIGNATURE: _____

LOT: _____ BLOCK: _____ FILING: _____

STREET ADDRESS: _____

COMPLIANCE FEE: _____ CONTRACTOR: _____

WOODMOOR IMPROVEMENT ASSOCIATION, a Colorado non-profit corporation by: _____

Title: _____

ATTACHMENTS: APPLICATION FOR NEW CONSTRUCTION, LANDSCAPING AGREEMENT, OTHER: _____

STATE OF COLORADO)

COUNY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____.

by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Woodmgor

APPLICATION FOR LANDSCAPING

(this application shall accompany the application for a new construction project, major modification project, or miscellaneous project)

OWNER/OWNER'S AGENT NAME: _____ PHONE: _____

CURRENT ADDRESS: _____

ADDRESS OF PROPOSED PROJECT: _____

LOT LEGAL DESCRIPTION: LOT _____ BLOCK _____ FILING _____

CONSTRN CONTRACTOR'S NAME: _____ PHONE: _____

CONSTRN CONTRACTOR'S ADDRESS: _____

PROJECT SCHEDULE	PROJECT SIZE	
ESTIMATED START DATE	LOT SIZE <i>(as shown on site plan/landscaping plan)</i>	
ESTIMATED COMPLETION DATE		

SITE SETBACKS <i>(as stated in PDSM)</i>	FRONT (ft)	REAR (ft)	SIDE 1 (ft)	SIDE 2 (ft)

DESCRIPTION OF EXISTING LANDSCAPING

DESCRIPTION OF PROPOSED LANDSCAPING

REQUIRED SUBMITTALS <i>(in addition to this Landscaping Project Application form)</i>	CONSTR COMPLIANCE FORM		LANDSCAPING PLAN	
	<input type="checkbox"/> ADMIN FEES	\$	<input type="checkbox"/> OTHER DRAWINGS	<i>(list in open boxes)</i>
	<input type="checkbox"/> COMPL FEES	\$		

I/We hereby certify that I/We have read the Covenants, Rules and Regulations, including the Project Design Standards Manual, and the conditions and restrictions recorded with the deed for this property, and will fully comply with all provisions of each. I/We understand that approval of this application for landscaping by the ACC does not ensure landscaping quality or landscaping contractor performance.

I/We agree that: (a) I/We am/are fully responsible for all contractors and subcontractors working on this project, (b) the project will be completed in strict accordance with the plans approved by the ACC, and (c) any changes to the approved plan will be submitted to the ACC for approval prior to the changes being incorporated into the project. I/We understand that any changes implemented into the project without prior approval by the ACC will be subject to fines in accordance with the Compliance Fee Agreement.

OWNER SIGNATURE: _____ DATE: _____

CO-OWNER SIGNATURE: _____ DATE: _____

OWNER'S AGENT SIGNATURE: _____ DATE: _____

WIA REP SIGNATURE: _____ DATE: _____

(WIA rep who received and verified completed application packet)

(date completed application packet rec'd by WIA)

NOTICE: *The review and subsequent approval of this application packet by WIA's ACC does not ensure landscaping quality or landscaping contractor performance. These are the responsibility of the owner/owner's agent and his/her contractors.*



Woodmoor

ANTENNA REGISTRATION

OWNER/OWNER'S AGENT NAME: _____ PHONE: _____

CURRENT ADDRESS: _____

ADDRESS OF PROPOSED PROJECT: _____

LOT LEGAL DESCRIPTION: LOT _____ BLOCK _____ FILING _____

WIA ANTENNA POLICY (12/4/96)

The Telecommunication Act of 1996 changed the way that covenant controlled communities such as Woodmoor may deal with video antennas. The Federal Communications Commission (FCC) has issued rules regarding the new law and it's application. Covered by the rules are antennas for television broadcast signals (TBS), multichannel multipoint distribution service (MMDS), and direct broadcast satellite services (DBSS). All other types of antennas, such as ham radio antennas, CB antennas, etc. are fully restricted by the WIA Covenants.

Residents in covenant-controlled communities are allowed to have DBSS antennas less than one meter in diameter (39.37"), MMDS antennas less than one meter (39.37") in size or a TBS antenna. Homeowner associations may enforce reasonable restrictive covenants on these types of antennas, but may not prevent, unreasonably delay or unreasonably increase cost of antenna installation, maintenance or use or preclude acceptable signal reception.

Exterior antennas, including satellite dishes, are generally considered unsightly and are discouraged in Woodmoor. However, if a homeowner chooses to have a satellite dish or other antenna installed, the owner is strongly encouraged to consider the impact on his neighbors and the community. It is highly desirable that where possible, antennas be sited so as to be unobservable from the street and/or neighbors. If this is impossible, or the siting results in significantly impaired reception, other locations can be selected. However, in such cases, the satellite dish must be painted to blend with the surroundings or be concealed using approved landscaping techniques such as imitation rocks, shrubbery, etc. All exterior antennas must be grounded in accordance with UL specifications. Because of the frequent lightning storms and extremely high winds along the Front Range (at times in excess of 80 miles per hour), exterior antennas should not rise above the highest point of the roof. Because of these safety concerns, the WIA requires that all exterior antennas in Woodmoor be registered with WIA.

Homeowners who desire to install (either do-it-yourself or by vendor) a satellite dish or other exterior antenna are required to pick up and complete a registration form (this form) from the WIA.

ANTENNA TYPE:	<input type="checkbox"/> TELEVISION BROADCAST SIGNALS (TBS)
	<input type="checkbox"/> MULTICHANNEL MULTIPOINT DISTRIBUTION SERVICE (MMDS, i.e. AS TRANSMITTED BY CHEYENNE MTN)
	<input type="checkbox"/> DIRECT BROADCAST SATELLITE SERVICE (DBSS, i.e. SIGNAL TRANSMITTED FROM A SATELLITE)

ANTENNA LOCATION:	<i>(If antenna is to be mounted on the ground, describe where on the property it is located, including distances from property boundaries. If antenna is to be mounted on a structure, such as a house, describe where on the house it is to be mounted.)</i>
-------------------	---

ANTENNA SIZE:	HEIGHT: <i>(from ground to top of ant when installed)</i>	WIDTH: <i>(at top of ant and at base of ant)</i>	DIAMETER: <i>(if applicable):</i>	OTHER:
---------------	--	--	-----------------------------------	--------

MATERIALS/FINISHES: <i>(If ant is to be exposed to view, identify finishes/color. If ant is to be concealed, identify the materials to be used.)</i>	COLOR 1:	COLOR 2:	COVER OR CONCEALMENT MATERIALS:	OTHER:
--	----------	----------	---------------------------------	--------

INSTALLATION: <i>(must be properly grounded.)</i>	<input type="checkbox"/> INSTALLATION BY OWNER	
	<input type="checkbox"/> INSTALLATION BY CONTRACTOR	CONTRACTOR NAME: _____

ACC ADMIN APPROVAL:	<input type="checkbox"/> APPROVED	SIGNED: _____	DATE: _____
---------------------	-----------------------------------	---------------	-------------

OWNER SIGNATURE: _____ DATE: _____

CO-OWNER SIGNATURE: _____ DATE: _____

OWNER'S AGENT SIGNATURE: _____ DATE: _____

(written authorization from owner must be attached)

APPENDIX B – REF DOC FOR FIREWISE CONSTRUCTION & DEFENSIBLE SPACE

Copies of the brochure “Preparing a Personal Wildfire Action Plan” are available at the WID office or may be downloaded from the WIA website at https://www.woodmoor.org/wp-content/uploads/2015/09/WIA-ActionPlanBooklet_PROOF4.pdf.

EXHIBIT A

LEGAL DESCRIPTION OF THE BEACH PROPERTY

THE BEACH AT WOODMOOR, FILING NO. 1, EL PASO COUNTY, COLORADO

EXHIBIT B

THE BEACH APPROVED CONSTRUCTION PLANS

TBD by WIA

EXHIBIT C

THE BEACH APPROVED LANDSCAPE PLANS CONSTRUCTION PLANS

TBD by WIA

EXHIBIT D
THE BEACH PERMITTED COLOR SCHEMES

TBD by WIA

EXHIBIT E

THE BEACH PERMITTED ROOF MATERIALS

TBD by WIA

EXHIBIT F

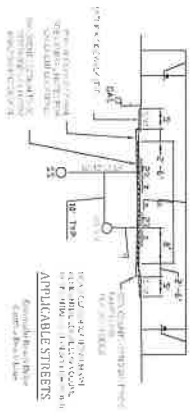
THE BEACH LOT ADJACENCY MATRIX/HOME AND EXTERIOR COLOR SCHEME PLOTTING

TBD by WIA

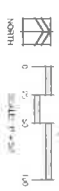
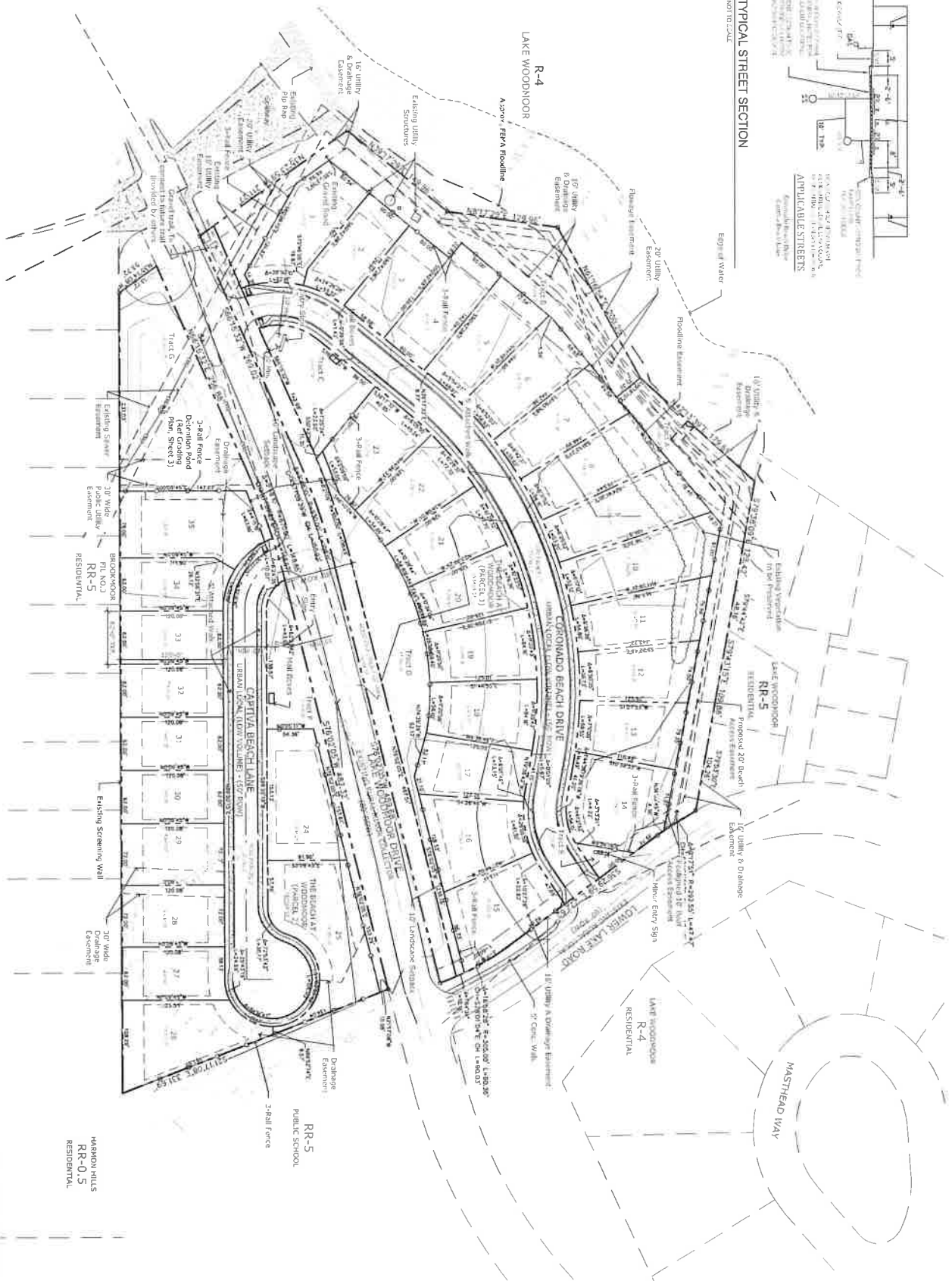
EXHIBIT F
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BEACH AT WOODMOOR

BEACH PUD PLAN

[Attached]



1 TYPICAL STREET SECTION
NOT TO SCALE



Local Building
Landscaping
Architectural
Interior Design

NES

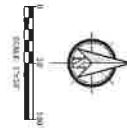
NE N. 1st Ave.
416 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80907
Tel: 719.571.0252
Fax: 719.571.0256
www.nesarchitect.com

The Beach at
Woodmoor
PRELIMINARY / RUP
DEVELOPMENT
PLAN

ENTITLEMENT

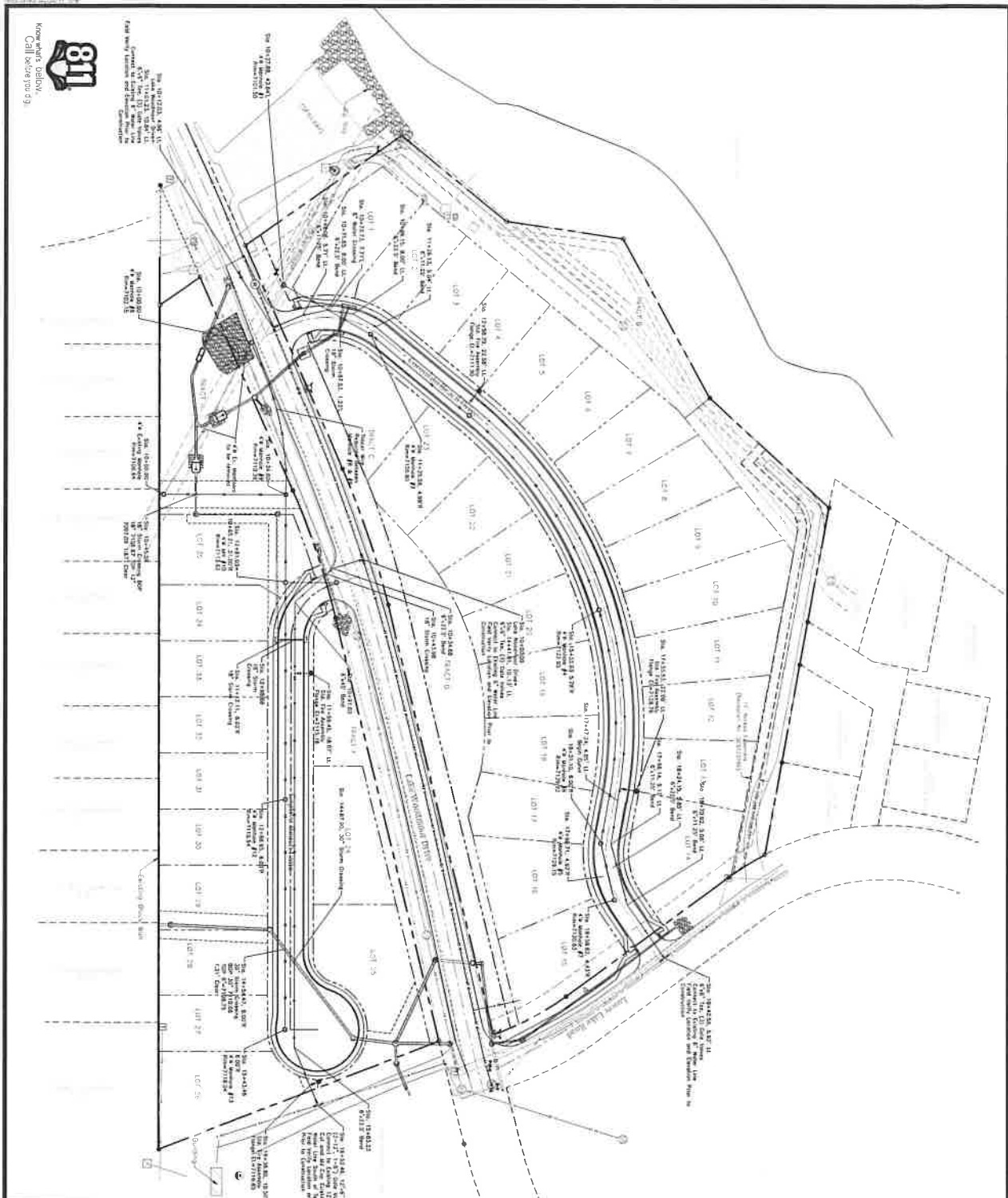
DEVELOPMENT
PLAN

DP2
2 of 6



The Beach at Woodmoor Filing No. 1

Utility System Plan El Paso County, Colorado



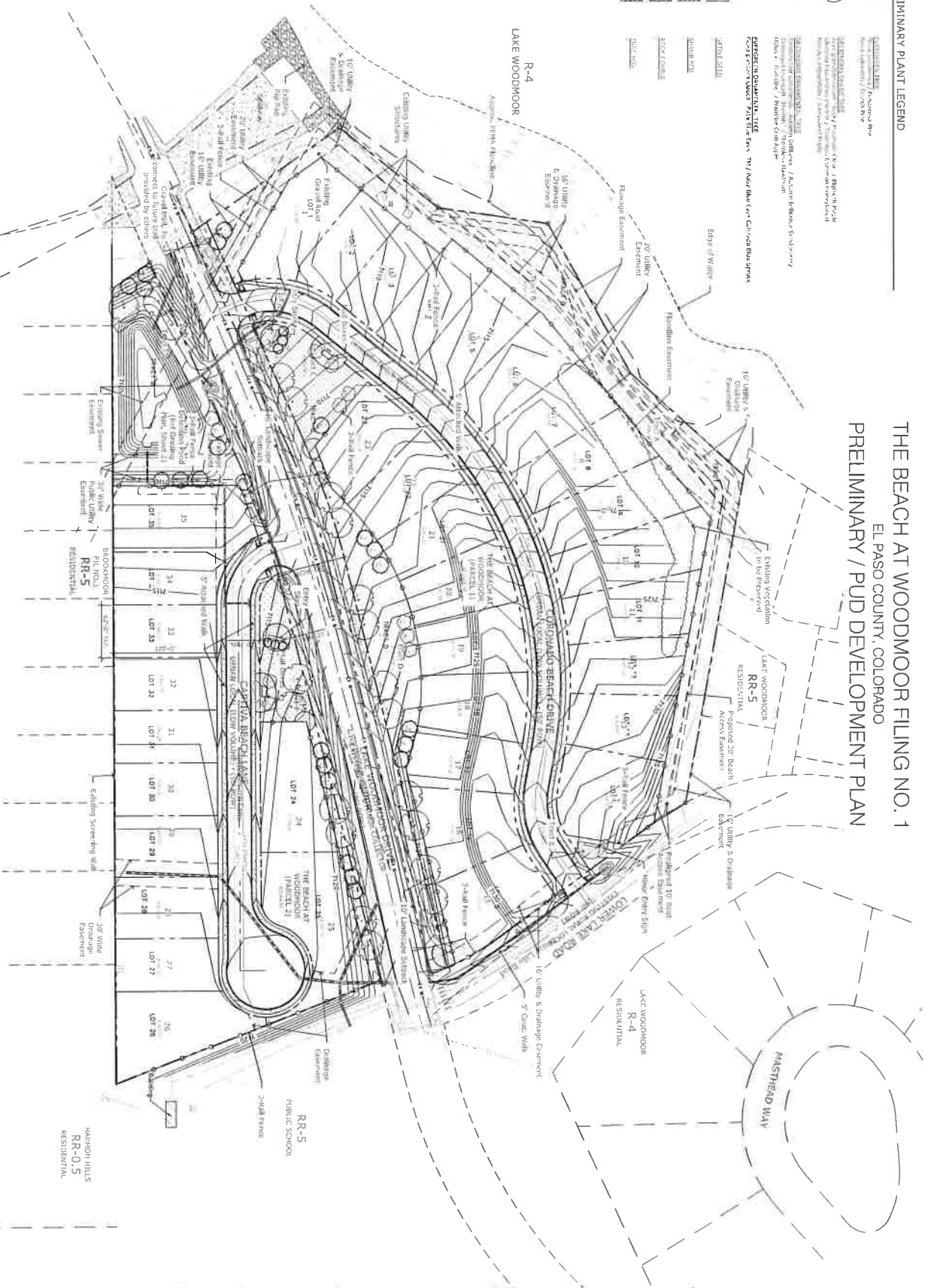
WOODMOOR WATER & SANITATION DISTRICT NO. 3
APPROVED CONSTRUCTION

- PRE-EXAMINATION CHECKLIST**
- General utility plan of record shown on site
 - Utility Easement existing utility at least 2 feet from any
 - Station, trench and manhole
 - Easement marked on existing and new records
 - Easement reviewed on record and utility
 - Easement reviewed on record and utility
 - Easement reviewed on record and utility
- WCA (WATER & SANITATION DISTRICT NO. 3) COMMENTS:**
- Yellie
Water
Blue
Green
Waterway

PRELIMINARY PLANT LEGEND

- PROPOSED PLANTING**
 Proposed Planting - 1" x 1" x 1" (100%)
 Proposed Planting - 1" x 1" x 1" (100%)
 Proposed Planting - 1" x 1" x 1" (100%)
 Proposed Planting - 1" x 1" x 1" (100%)
- EXISTING PLANTING**
 Existing Planting - 1" x 1" x 1" (100%)
 Existing Planting - 1" x 1" x 1" (100%)
 Existing Planting - 1" x 1" x 1" (100%)
 Existing Planting - 1" x 1" x 1" (100%)
- PROPOSED PAVING**
 Proposed Paving - 1" x 1" x 1" (100%)
 Proposed Paving - 1" x 1" x 1" (100%)
 Proposed Paving - 1" x 1" x 1" (100%)
 Proposed Paving - 1" x 1" x 1" (100%)
- EXISTING PAVING**
 Existing Paving - 1" x 1" x 1" (100%)
 Existing Paving - 1" x 1" x 1" (100%)
 Existing Paving - 1" x 1" x 1" (100%)
 Existing Paving - 1" x 1" x 1" (100%)
- PROPOSED STRUCTURE**
 Proposed Structure - 1" x 1" x 1" (100%)
 Proposed Structure - 1" x 1" x 1" (100%)
 Proposed Structure - 1" x 1" x 1" (100%)
 Proposed Structure - 1" x 1" x 1" (100%)
- EXISTING STRUCTURE**
 Existing Structure - 1" x 1" x 1" (100%)
 Existing Structure - 1" x 1" x 1" (100%)
 Existing Structure - 1" x 1" x 1" (100%)
 Existing Structure - 1" x 1" x 1" (100%)
- PROPOSED UTILITY**
 Proposed Utility - 1" x 1" x 1" (100%)
 Proposed Utility - 1" x 1" x 1" (100%)
 Proposed Utility - 1" x 1" x 1" (100%)
 Proposed Utility - 1" x 1" x 1" (100%)
- EXISTING UTILITY**
 Existing Utility - 1" x 1" x 1" (100%)
 Existing Utility - 1" x 1" x 1" (100%)
 Existing Utility - 1" x 1" x 1" (100%)
 Existing Utility - 1" x 1" x 1" (100%)

THE BEACH AT WOODMOOR FILING NO. 1
 EL PASO COUNTY, COLORADO
PRELIMINARY / PUD DEVELOPMENT PLAN



LSI
5 OF 6

PRELIMINARY LANDSCAPE PLAN

NBS
N.B.S. Inc.
619 N. Cascade Avenue, Suite 200
Durham, North Carolina 27703
Tel: 714-471-1001
Fax: 714-471-0296
www.nbslandscape.com

Beach at Woodmoor
PRELIMINARY / PUD DEVELOPMENT PLAN

DATE: 12/12/12
DRAWN: J. B. BROWN
CHECKED: J. B. BROWN
SCALE: AS SHOWN

ENTITLEMENT

SITE DATA

Acres:	12.17 Acres
Current Zoning:	RM-4 SWS
Proposed Land Use:	Single Family
Lot Coverage:	5% Maximum
Number of Lots:	25
Tract Address:	115 290 SF

LANDSCAPE NOTES

1. ALL PERENNIAL AREAS, CONSIDERING VEGETATION DESIGNATED TO BE PERENNIAL, SHALL BE PROTECTED FROM CONSTRUCTION TO MAINTAIN COMPLIANCE IN THESE AREAS. ALL PERENNIAL SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE PROTECTED AND NOT REMOVED UNLESS NECESSARY FOR CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
2. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
3. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
4. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
5. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
6. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
7. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
8. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
9. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
10. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
11. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
12. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
13. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
14. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
15. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
16. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
17. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
18. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
19. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.
20. ALL PERENNIAL AREAS SHALL BE PROTECTED FROM CONSTRUCTION. VEGETATION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. VEGETATION SHALL BE REPLANTED AS APPROPRIATE.

LANDSCAPE REQUIREMENTS

Street Setbacks

Setback	Requirement
Front	10' Minimum
Side	5' Minimum
Rear	10' Minimum

FOOTHILLS SEED MIX

Species	Quantity
...	...

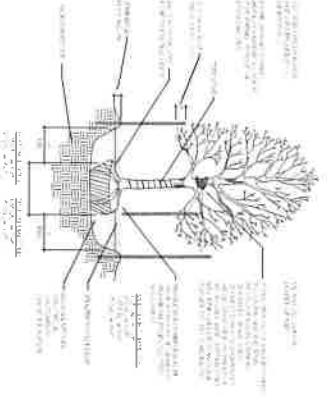
TREE PLANT LIST

Species	Quantity	Height	Width	Size	Code
...

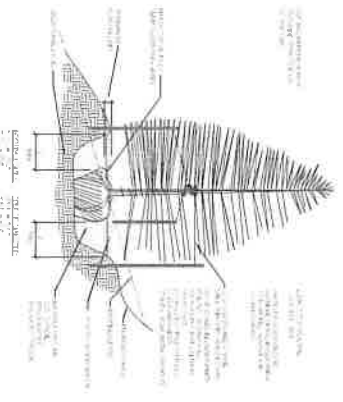
SHRUBS & PERENNIAL PLANT LIST

Species	Quantity	Height	Width	Size	Code
...

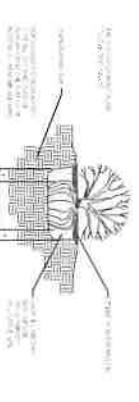
1 DECIDUOUS TREE PLANTING DETAIL



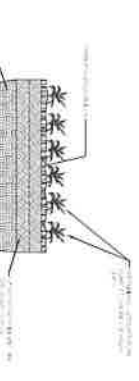
2 CONIFEROUS TREE PLACEMENT ON SLOPE



3 SHRUB PLANTING DETAIL



4 PERENNIAL / GROUND COVER PLANTING



115 N. Cascade Ave., Suite 200
 Fort Collins, CO 80526
 Tel: 970.221.1001
 Fax: 970.221.0267
 www.neslandscape.com
 115 N. Cascade Ave.