

# Woodmoor<sup>SM</sup>

Improvement Association



## **Policies, Procedures, Rules and Regulations of Woodmoor Improvement Association**

**PARTS I, II, III AND IV  
WITH AN  
INTRODUCTION TO PART V**

**POLICIES, PROCEDURES, RULES AND REGULATIONS OF WOODMOOR  
IMPROVEMENT ASSOCIATION  
Parts I, II, III, IV, with introduction to Part V**

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NOTE: The *Project Design Standards Manual* Part V is a separate publication, but a substantial part of the Policies, Procedures, Rules and Regulations of Woodmoor. Residents will need a copy of the *Project Design Standards Manual* for additional standard Rules and Regulations and such things as new construction, additions to your home, as well as exterior modifications and miscellaneous projects to your home or landscaping. ALL EXTERIOR MODIFICATIONS REQUIRE WIA APPROVAL.

**NOTE:**

*Copies of the all the WIA governing documents are available at the WIA office (1691 Woodmoor Drive, Monument, Colorado 80132) or can be downloaded, free of charge, from the WIA website at [www.woodmoor.org](http://www.woodmoor.org).*

## INTRODUCTION

Woodmoor is a community comprised of nearly 3,000 homes and more than 8,000 residents. The community of "Woodmoor" is defined by those properties that are subject to the Woodmoor covenants.

The covenants for all of Woodmoor single family homes are identical except as to certain building setbacks. The covenants and the Articles of Incorporation of the Woodmoor Improvement Association (WIA) direct the WIA to enforce the covenants and to control all construction and exterior building appearance in Woodmoor. The WIA is the homeowners association of Woodmoor and is operated through volunteer Woodmoor residents who are elected to the Board of Directors. The WIA also employs a paid staff.

The Colorado Common Interest Ownership Act ("CCIOA") specifically grants to homeowner associations, such as WIA, the power to adopt rules and regulations. The By-laws of the WIA empower the WIA to enact rules and regulations as needed to interpret the covenants pursuant to CCIOA. The WIA complies with all federal, state and local laws. The Association's governing documents, including these Policies, Procedures, Rules and Regulations (hereinafter referred to as the "Rules and Regulations"), shall include those matters required or allowed by CCIOA.

With the near completion of the build-out in Woodmoor, the work of the WIA has now turned to encouraging covenant compliance. The enforcement of the covenants necessarily involves some interpretation of the covenants. So that the interpretation and enforcement of the covenants are consistent throughout the years of differing volunteer Board members, and so that Woodmoor residents have an easy reference with regard to the covenants and other activities in Woodmoor, the Board of Directors has summarized the covenants and their adopted interpretations in these Rules and Regulations. Where it would be helpful to residents, El Paso County or Colorado regulations are also referenced. WIA Rules and Regulations may be amended from time to time by the Board of Directors. Changes will be announced in the WIA Newsletter.

**Owners who do not receive mail at their Woodmoor property address are required to provide a current mailing address to the WIA. If a Woodmoor property is rented out, the owner must advise the WIA of the responsible tenant(s) name(s). The WIA must be provided current contact information for any third-party property manager. Any owner that fails to provide the above information, making it difficult or impossible for the WIA to contact them, are nonetheless responsible for any assessments, fines, additional costs, fees etc. imposed by the WIA, and are likewise liable for any legal and investigative costs incurred by the Association while attempting to contact such owners.**

**The Woodmoor Improvement Association Board of Directors**

## **PART I. USE OF PROPERTY**

### **SOURCE: COVENANTS, ARTICLE V., SECTIONS 1, 3, 6, 8, 9, 10, 11, 12, 13, and 14.**

The Covenants provide that no building, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association through the Architectural Control Committee (ACC). Review of ACC decisions will be made by the WIA Board of Directors at the request of the homeowner.

"Buildings" are those defined in the *Project Design Standards Manual (Policies, Procedures, Rules & Regulations, Part V)* as a structure having a roof supported by columns or walls, but do not include buildings that are solely for the purpose of playground equipment and are less than a total of fifty (50) square feet.

### **A. ANIMALS**

1. The Covenants provide that no animals, livestock or poultry of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic household pets may be kept provided they are not kept or maintained for any commercial purposes. The number of pets permitted per household is four (4), by El Paso County law.

#### **2. Dogs**

By County ordinance, dogs must be licensed in El Paso County, which includes Woodmoor. If a resident's dog is barking excessively or is not contained on its lot to the annoyance of the neighborhood, such activity will be considered a covenant violation. Following are the conditions under which lot owners and/or pet owners may be cited and subsequently fined:

- a) Whenever any pet in Woodmoor, whether within an enclosure, leashed, contained by an electronic device, or left free to roam, creates an undesirable situation with respect to noise, threatening behavior, or unwanted presence on another's property as verified by one or more of the following:
  - (1) A WIA staff member,
  - (2) A member of the WIA Board of Directors,
  - (3) An individual appointed by the Director of Covenant Enforcement,
  - (4) Multiple complaining residents.
- b) Excessive dog barking is defined to be any occurrence of barking that is not adequately addressed by the pet owner or custodian so as to stop the barking prior to verification by one

of the parties identified in the above section (a).

- c) Pet waste should be removed from yards, common areas and streets so as not to create a nuisance. Woodmoors' rules on pet control include State and County leash laws.

State law (C.R.S. §30-15-101) and El Paso County (Resolutions No. 02-394) requires that all dogs be either physically restrained such as on a leash or similar tether not longer than fifteen (15) feet in length or in a pen, cage, fence or motor vehicle. While to WIA rules include the same controls, The WIA does not enforce the El Paso County animal control laws. Individual homeowners and/or victims of aggressive dogs need to contact county animal control authorities who will handle any investigation and issue any summons or take any actions warranted. The WIA may assess fines above and beyond those issued by the county.

## **B. BUSINESS ACTIVITIES**

No commercial type vehicles (including any vehicle with a logo or company sign) and no trucks are to be stored or parked on any lot except in a closed garage, nor parked on any residential street or alley except while engaged in transport to or from a residence and then may be parked at the residence up to twenty-four (24) hours. A 3/4 ton or smaller vehicle, known as a pickup truck, and which is not used for commercial purposes shall not be deemed to be a commercial vehicle or truck.

Residents who have houseguests visiting with a commercial truck (e.g. U-Haul) must apply to the WIA for a permit permitting the commercial truck on the property during the visit. The WIA will issue a permit for up to ten (10) days, and the permit must be prominently displayed on the truck so that, if at all possible, it is visible from the street. **Commercial trucks of houseguests which do not have a visitor permit or which exceed the time limit of the permit will be considered a covenant violation against the Woodmoor lot owner.**

Notwithstanding the foregoing, the occupant of a Lot may park an emergency motor vehicle in Woodmoor if said vehicle is in compliance with Part I(M) (Motor Vehicles) and Part II(F) (Motorized Vehicles) below, and meets each of the following requirements: (i) the emergency motor vehicle is required by the Lot occupant's employer as a condition of employment; (ii) the emergency motor vehicle weighs ten thousand pounds or less; (iii) the Lot occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services; (iv) the emergency motor vehicle has some visible emblem or marking designating it as an emergency vehicle; and (v) the parked emergency motor vehicle does not block emergency access or interfere with the reasonable needs of other Lot owners or occupants to use the streets, driveways, or parking areas within Woodmoor.

No commercial business or trade shall be carried on upon any tract without specific approval of the Director of Covenants, per motion passed during January 28, 2015 Board Meeting.

Childcare businesses are prohibited in Woodmoor.

Residents desiring an opinion as to whether the proposed business activity at their home violates the covenants may request an advance determination from the WIA Board of Directors. The home occupation shall not create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, congestion to traffic flow, parking problems or any other nuisance or hazard which disturbs the

peace, quiet, and residential nature of any neighborhood in Woodmoor. Only persons residing in the dwelling may be employed in a home occupation. The residential use of the dwelling must at all times be the primary use; the home occupation is secondary to the residential use.

No storage or display of materials, goods, supplies or equipment related to the operation of a home occupation shall be allowed on porches or outside of the garage or the dwelling. No off-street parking for the use of an employee or clients shall be provided other than the off-street parking normally provided for the property as a residence.

### **C. CLOTHESLINES AND EXTERIOR TANKS**

The covenants provide that no lot owner shall place upon his premises clotheslines, swimming pool filter tanks, fuel oil tanks, or similar tanks which may be visible from the street or adjacent properties. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining lots. Protective enclosures to screen these items must be approved by the ACC.

### **D. CONSTRUCTION NOISE**

Noise-producing construction on any project regardless of size, shall not begin before 7:00 a.m. (noon on Sunday or legal holidays) or continue after 7:00 p.m. A legal holiday is one on which government offices are closed. Gasoline powered chain saws are restricted to these same hours of use.

### **E. FENCES**

No fence or partial fence may be placed on any lot without the approval of the Architectural Control Committee. Partial fences, which are on the corners of lots or driveways or fencing material used as decoration, must also be approved by the ACC. See the *Project Design Standards Manual (Policies, Procedures Rules & Regulations, Part V)* for the details on what fences will be approved.

Snow fences are permitted on lots during the snow season (Nov. 1 – Apr. 30) with prior approval of the ACC and must be of a natural color (bright colors not approved).

Chain link fences or plastic mesh material will not be approved by the ACC.

No fence or structure or planting of any kind may be placed in any utility easement on the lot. Most lots have eight (8) foot utility easements on both rear and side lot lines. See the Survey and/or Improvement Location Certificate attached to the title insurance policy for the lot to confirm the easements. The ACC will need proof that the fence is not in a utility easement or Non-Vehicular Easement (NVE) before approval for a fence will be given.

Electronic dog-control fences do not need to be approved. They may be installed above or below ground. The actual wire may be placed on the property line. However, the signal to the dog's sensing device (on the collar) must be set with adequate intensity to keep the animal a minimum of fifteen (15) feet from said property line.

## **F. OPEN FIRES – Go to last page for updated rule**

~~Open fires including campfires are not allowed in Woodmoor unless in an approved container (approved by the Tri-Lakes Monument Fire Protection District Fire Marshal) and will be placed no less than 15 feet from any structure. An approved container shall be made of a non-combustible material such as steel, concrete, or stone and be completely shielded on the bottom with brick and/or rock, encircling the entire fire pit with no gaps on all sides. The container must have a spark arrester (screen) covering the top constructed of woven or welded 12-gauge wire (minimum) having openings not exceeding ¼ inch. Containers commonly used as BBQ grills are allowed if the fuel used is of liquid petroleum gas, natural gas, butane, or charcoal briquettes. Burning of fire wood is allowed in an approved container. Burning of slash and trash in any type of container is strictly forbidden.~~

## **G. FIREWORKS**

Fireworks of *all* types are prohibited throughout Woodmoor. Owners and/or residents or guests who use fireworks anywhere in Woodmoor, or who allow any fireworks to be discharged on their property will be subject to the fine procedure.

## **H. FIREWOOD**

Firewood stacks are limited to no more than 2 full cords of wood on an improved lot; each cord measuring no more than four (4) feet high by four (4) feet wide by eight (8) feet long (4 ft. x 4 ft. x 8 ft.) and has a volume of no more than 128 cubic feet. Construction material and/or debris does not constitute as firewood.

Firewood must be cut and stacked accordingly:

- Sixteen (16) inch length pieces;
- Neatly stacked a minimum of thirty (30) feet away from any house;
- Free of slash, trash or debris;
- Cannot be stacked between trees.

The WIA believes that the intent of the covenants is that the firewood be used during the winter season. Therefore, the WIA expects that the pile substantially disappear after the current winter season.

## **I. FLAGS and FLAGPOLES**

Flagpoles are regulated in Woodmoor; an application must be made to the ACC. See the *Project Design Standards Manual* for flagpole and flagpole lighting criteria.

The American flag may be displayed on a Lot owner's property or within the window of a residence or on a balcony adjoining the residence, or on a flagpole that is in compliance with the Design Standards. The flag must be displayed in a manner consistent with Federal and State Flag Codes. The flag may not be any larger than 3' by 5'.

A service flag bearing a star denoting the service of the Lot owner or occupant or a member of Lot owner's or occupant's immediate family in the active or reserve military service of the United States during a time of war or armed conflict may be displayed on the inside of a window or door of the

residence. The Service flag may be of approximately equal size, but never larger than the flag of the United States. The flag of the United States shall occupy the position of honor.

## **J. GARAGE SALES**

Garage or yard sales of homeowners' personal items are permitted in Woodmoor three times per calendar year, provided that the location, timing, or frequency of the sale(s) does not create a nuisance to neighbors. No sign, advertising garage or yard sales may be placed on private property without permission of the owner. All signs are to be removed within twenty-four (24) hours after the end of the sale. No signs may be placed on trees or "Woodmoor" signs.

## **K. LANDSCAPING**

Major modifications to the landscape of the lot, including rock or retaining walls, ponds and streams, moving large amounts of dirt or adding large amounts of fill to any lot will require ACC approval. When in doubt, submit the application for ACC approval. See the *Project Design Standards Manual (Rules & Regulations, Part V)* for details of recommended and approved landscaping for Woodmoor lots. See Paragraph S. for tree and vegetation removal

Minimum landscape requirements are addressed in detail in the *Project Design Standards Manual (Rules & Regulations, Part V)*. Landscaping on each lot with a residence shall be maintained so as to assure the property meets the minimum requirements.

When water use restrictions have been imposed by one or more government entities, the Association shall not enforce any covenants that restrict or limit Xeriscaping or require the extensive use of turf grass, nor shall the procedure for approving proposed landscaping plans place additional requirements on unit owners who wish to use xeriscaping. Once water restrictions have been lifted, owners shall have two months to revive their grass before the Association may require the owner to re-sod, unless the restrictions are lifted outside of a growing season, in which case the two months begins to run from the beginning of the next growing season. During a period of water use restrictions, the Association shall suspend any enforcement actions against owners whose landscaping dies as a result of compliance with the imposed watering restrictions.

## **L. MAILBOXES**

In addition to maintaining house numbers on mailboxes and in keeping with the Tri-Lakes Monument Fire Protection District Fire Code (refer to the *Project Design Standards Manual*), mailboxes must be maintained in good repair.

## **M. MOTOR VEHICLES**

Motor vehicles shall be driven and parked only on lot areas specifically designated for vehicular use on ACC approved plans. Unlicensed vehicles must be parked inside a garage. Up to three (3) currently licensed motor vehicles may be parked in the resident's driveway, not on the street, per motion passed during August 26, 2015 Board Meeting. This rule does not apply to the vehicles of temporary guests or visitors. All Woodmoor residents are asked to be considerate of their neighbors' view and to keep garage doors closed when they are not in use.

Leaving a garage door open for long periods of time may be considered a “nuisance” and treated as such under these Rules. See (B) Business Activities regarding commercial vehicles.

## **N. NUISANCES ON PROPERTY**

The Covenants provide that nothing shall be done or permitted on any lot, which may become an annoyance or nuisance to the **neighborhood**. No noxious or offensive activities shall be carried on upon any tract.

1. Owners’ of lots that have noxious weeds, as defined by El Paso County, will be notified of the condition; and that the lot owner must take measures to eradicate, contain, suppress, and/or control the infestation. Homeowners are responsible for maintaining their lots all the way up to the property lines and roadways, including culverts/ditches. Failure to adequately address a noxious weed problem will be considered maintaining a nuisance on the property.
2. Owners’ of lots that have uncut grass, weeds, brush, or other vegetation that accumulates so as to become a fire, traffic, pedestrian public health, safety hazard, or a visual nuisance; will be notified of the condition; and that lot owner must take action to cut down and/or mow the tall grass, weeds, brush, and other vegetation. Homeowners are responsible for maintaining their lots all the way up to the property lines and roadways, including culverts/ditches. Failure to adequately address a tall grass, weeds, brush or other vegetation problem will be considered maintaining a nuisance on the property.
3. Exterior lights are to be installed so that they do not create a nuisance for neighbors. (Refer to the *Project Design Standards Manual*). Exterior lighting complaints may be verified by one or more of the following:
  - A WIA staff member;
  - A member of the WIA Board of Directors;
  - An individual appointed by the Director of Covenants;
  - A verified written complaint from a WIA resident.
4. Other abstract nuisance complaints such as offensive smell or noise may be verified by one of more of the following:
  - A WIA staff member;
  - A member of the WIA Board of Directors;
  - An individual appointed by the Director of Covenants;
  - A verified written complaint from a WIA resident.
5. Seasonal items, recreational and/or sports equipment, and other possessions shall be properly stored so as to ensure that the surrounding area does not constitute a visual nuisance or detract from the natural beauty of Woodmoor. Bright colors for any protective covering, such as a tarpaulin (tarp), will not be permitted.

## **O. OUTBUILDINGS**

The Covenants provide that all garages, porches, storage areas, garden houses, etc. must be attached to the dwelling house and be constructed so as to constitute one building only, except that one ancillary building or shed in keeping with the overall architecture and scheme of the

dwelling will be permitted. The design and location of all such structures must be included on a plan submitted to the Architectural Control Committee for approval.

The ACC has defined outbuildings as a shed or ancillary building. The shed shall not exceed one hundred twenty (120) square feet in floor space and not exceed fourteen (14) feet in height. The ancillary building shall not exceed five hundred thirty (530) square feet in floor space and fourteen (14) feet in height. The shed and ancillary building materials and overall architecture must be the same as the primary building. Prefabricated or portable buildings are not allowed that do not reflect the appearance of the primary building. Only one authorized out building is allowed per lot. Ancillary buildings shall not be used for living quarters or for commercial use.

The ACC will not approve any building that is proposed to be in the lot setbacks. Detailed requirements for approval of buildings is found in the *Project Design Standards Manual (Policies, Procedures, Rules & Regulations, Part V)*.

## **P. OUTSIDE ANTENNAS & SATELLITE DISHES**

WIA follows the FCC Guidelines on approved residential aerials, antennas and satellite dishes.

## **Q. PLAYGROUND/SPORTS EQUIPMENT**

Playground equipment includes all types of non-vehicular equipment used outdoors for recreation that are left outdoors for more than twenty-four (24) hours. Regardless of whether playground equipment is temporary or not, it must be kept in good repair, and in proper working condition.

**Playground equipment in Woodmoor requires WIA approval. However, playground or sports equipment meeting the criteria of Temporary Playground Equipment, as described below, may be used by residents without obtaining WIA approval.**

1. Temporary Playground Equipment is playground equipment that complies with ALL of the following conditions:
  - a) No part of the equipment is placed in any setback.
  - b) The equipment requires no more than a half-day to set up or remove.
  - c) Setup and removal is typically done by the resident.
  - d) The equipment is stored indoors, or out of sight, for at least seven consecutive months in any twelve (12) month period, during which time it is not used at all.
  - e) When in use, the equipment is not anchored to the ground in any manner.

Regardless of whether Playground Equipment is temporary or not, if any re-grading of the property is desired, approval to re-grade the property must be obtained in advance from the WIA.

Playground equipment which is not a “building” may be approved for location in the setback, although the WIA will endeavor at all times to preserve the open space of the setbacks whenever possible. If the

proposed installation is in the property setback, the WIA will ask the neighbors adjoining the setback to consent to the installation in the setback. However, if the neighbor does not consent, the WIA may still consider the application for approval based on all the circumstances presented.

## **R. REFUSE AND RUBBISH**

The Covenants provide that rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition and must have secure lids in order to discourage animals from attacking the trash. Dumpsters of any size must be pre-approved by the ACC, and in no case may they be placed in the public right of way. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Residents are encouraged to not put garbage bags or containers out overnight for a morning pickup as animals may attack and disperse the trash. Garbage containers must be returned to storage within the same day as garbage pickup. Burning of trash is not permitted.

Compost piles are permitted so long as they do not include kitchen garbage and they are not exposed to sight from public roads or adjoining or nearby premises. Enclosed compost containers are preferred. Open compost piles, which contain kitchen garbage or otherwise cause or create a nuisance to the neighboring lots will be considered a covenant violation.

## **S. SIGNS**

The Covenants provide: No sign of any character shall be displayed or placed upon any of the premises or Lots in said Subdivision except one professional sign of not more than 1 (one) square foot in area per side, advertising the property for sale, house numbers, occupant's name, or signs used by a builder approved in writing by the Architectural Control Committee to advertise the property during the construction and sales period. All signs are subject to the approval of the Architectural Control Committee.

One sign of not more than 1 (one) square foot in area (144-sq. in.) is permitted on each lot. Accouterments (hardware and posts) to keep the sign are not considered as a part of the dimensional limitations placed on signs. Neither the sign nor its support may be attached to a tree. Signs may not be located where they could confuse or obstruct the view or interpretation of any official traffic sign, signal or device. Signs must not prevent a clear view by motorists of approaching traffic for at least five hundred (500) feet.

No commercial sign for advertising a business, other than as described below is permitted.

Two or more sales or promotional signs are not permitted on one lot. A "For Sale" sign or a builder's sign may be displayed, but not both, and may not exceed one square foot. A builder may keep a construction sign displayed only during the construction period, if it is the only sign on the property and it complies with the size limitation. Construction company signs must be removed within ten calendar days after the building is completed or the contractor and artisans have moved from the site. A realtor may keep a sign on the property only during the sales period. Name riders and "sold" stickers are authorized so long as they are a part of, and not an addition to, the one authorized sign and it does not exceed one square foot. "Sold" signs will not remain more than seven calendar days after the sale of the property.

Signs of sub-contractors are not permitted on the property.

Flags and "open house" directional signs are authorized for the days of the open house only. Such signs are prohibited on private property in Woodmoor without the owner's permission. Directional signs are prohibited in Woodmoor and also by County law on all county property and easements (i.e. roads, traffic signs and roadsides). Advertising banners, pennants, and wind-powered devices will be permitted on the property only during periods of active sales promotions where a realtor, their representative, or the resident will be on the premises during showing hours and not to exceed three consecutive calendar days at a time.

Except to the extent restricted by city, town, or county ordinance, election or political campaign signs are not subject to the restrictions on signs, so long as the signs are placed on private property in Woodmoor with the owner's consent and are promptly removed within seven (7) after the end of the political campaign.

A security sign limited to one square foot may be approved by the ACC.

No sign of any nature may be placed in common areas or on "Woodmoor" signs, except those installed by WIA. Any Woodmoor resident who destroys, removes, injures or defaces any "Woodmoor" sign will be subject to the Woodmoor fine procedure.

## **T. TRAILERS AND RV'S**

### **Trailers are defined and regulated as follows:**

1. TRAILERS, TYPE ONE (Trailer I) are those vehicles designed primarily for uses other than temporary living quarters. A Trailer I is further defined as any conveyance, towed behind a motorized vehicle, used to transport material, equipment, supplies, trash, etc. Such trailers may be open or enclosed and include, but are not limited to, utility trailers, racing trailers, motorcycle and ATV trailers, boat trailers, horse trailers, personal watercraft and snowmobile trailers.
  - a) No Trailer I of any type, such as described above, shall be present on any Lot for more than seventy two (72) hours per week, subject to a limit of twenty (20) overnights per year per residence, unless such trailer is kept in an enclosed garage. Nor shall these trailers be parked on any street in Woodmoor.
2. TRAILERS TYPE TWO (Trailer II) are those vehicles designed primarily as temporary living quarters for recreational, camping, travel, or seasonal use. A Trailer II is further defined as being a towed travel/camping trailer, a self propelled recreational vehicle (RV) or a truck mounted camper.
  - a) Due to the needs of Trailer II owners to service, provision, and pack their vehicles before use and, likewise, the need for unpacking, cleaning and servicing after use, a Trailer II may be parked in Woodmoor under the following conditions:
  - b) Residents may only park a Trailer II outside for a maximum of seventy-two (72) hours before and seventy-two (72) hours after using the vehicle. Between the seventy-two (72) hours after use and the seventy-two (72) hours before using the vehicle (i.e. back-to-back trips), the Trailer II shall not be parked at all on the property without a permit (see below). The seventy-two (72) hour periods can only be restarted after the Trailer II has been absent from Woodmoor for a minimum of forty-eight (48) hours. Consideration of ones neighbors, and the community as a whole, is paramount.

- c) A Trailer II belonging to a guest may be parked overnight only after the host secures a permit in advance from the WIA. (During non-office hours, permits may be issued by Woodmoor Public Safety). Similarly, residents who wish to park their own Trailer II for longer than the above seventy-two (72) hour limit for the purpose of accommodating houseguests, or performing seasonal maintenance, must also secure a permit from the WIA to do so. One permit can be valid for up to ten (10) nights, but permits are limited to no more than twenty nights (20) per year per residence. Permits must be prominently displayed on the vehicle so as to be visible from the street if possible.
  - d) A Trailer II shall not be parked on any street in Woodmoor.
3. Violation of these rules will result in a Covenant Violation which can result in fines as set forth in the WIA Schedule of Fines.

#### U. TREES

1. WIA covenants require that approval to remove trees be obtained from the Architectural Control Committee. This responsibility has been delegated to the Director of Forestry, per motion passed during January 28, 2015 Board Meeting.
2. Approval is required to cut down any evergreen (coniferous) tree with a diameter greater than four inches (4") measured at four and one half feet (4.5') above the ground. No approval is required to remove trees with smaller diameters.
3. Each individual tree removed without authorization constitutes a separate violation of the Rules and Regulations.
4. All felled trees including logs, limbs, and branches (slash) must be disposed of in such a way that all lots, whether vacant or occupied by buildings, shall be kept free of accumulations of slash, trash, or other materials that may constitute a fire hazard, beetle habitat, or render a lot unsightly. Firewood shall be stacked neatly a minimum of thirty feet (30') away from the home.
5. Dead or live trees and slash infested with Mountain Pine or IPS Beetles must be properly disposed of by the property owner **NO LATER THAN June 1 of the year after the trees were infested.** Bark beetle infestations are a major threat to the pine trees of Woodmoor. WIA Tree Monitors are available to assist owners with identifying infested trees and providing information about their safe disposal.
6. Property owners who fail to properly dispose of beetle infested trees will be considered in violation of the Rules and Regulations and will be subject to WIA enforcement procedures and may be referred to the El Paso County Forester who has legal authority to remove the trees and charge the costs to the homeowner.
7. Dead pine trees (standing or fallen) that are NOT infested with Mountain Pine or Ips bark beetles are considered a fire hazard and a visual nuisance and should be cut down within thirty (30) days. The wood from these trees may be safely used as firewood.

8. Fresh cut pine branches, needles, and tops (“slash”) attract Mountain Pine, Ips, and other bark beetles to adjacent trees between April and November. Consequently, all tree slash needs to be chipped or removed within thirty (30) days to a disposal site to reduce the risk of beetle infestations.

Use and maintenance of trees in Woodmoor is described in detail in the *Project Design Standards Manual (Policies, Procedures, Rules & Regulations, Part V)*.

## **V. WELLS**

There shall be no water wells drilled or placed on any lot or tract covered by the Woodmoor covenants. (Article V, Section 7)

## **W. STANDARDS FOR EXTERIOR MAINTENANCE AND APPEARANCE**

**NOTE: ANY AND ALL EXTERIOR MODIFICATIONS DONE ON A RESIDENCE MUST HAVE PRIOR APPROVAL BY THE ACC.**

1. Paint
  - a. Exterior wood on homes shall be kept in good condition. Peeling, bare, unfinished wood or badly faded paint/stain must be properly prepared and repainted or stained with ACC approval.
  - b. Repainting/staining of houses and ancillary buildings, even when painted the same color, shall be completed within 30 days of the approval date.
  - c. Minor “touch-ups” are authorized without submission of a Miscellaneous Project Request to the ACC. However, the paint must match the existing color and blend in without noticeable shades of color. If touch-ups result in a “spotted” or “striped” house appearance due to extreme fading of the original color, the whole house must be painted.
2. Siding and Exterior Trim

Damaged or loose siding and exterior trim shall be replaced or repaired and refinished to match, in color and form, the existing siding and trim.
3. Stucco

Damaged stucco shall be refinished to match the existing color and texture.
4. Gutters and Downspouts
  - a. Gutters must be free of debris.
  - b. Loose, sagging or rusted gutters and downspouts shall be repaired or replaced and then refinished/painted.
5. Decks and Railings
  - a. Decks and railings shall be maintained with regular coats of stain or preservative to prevent rot, mold, or mildew from forming on the surface.
  - b. Painted decks or railings shall fall under 1a above.
  - c. Decks and railings shall be maintained in a manner to ensure safety, structural and visual integrity of all components.
6. Roofing
  - a. Missing shingles of any type shall be replaced with matching shingles.

*Note: When more than 15% of a wood shake roof must be replaced, the whole roof must be replaced with an ACC approved roofing material. Cedar shakes are no longer authorized for new construction or for replacement of roofs.*

- b. Asphalt, fiberglass, slate, tile or composition roof shingles that are broken or have curled due to sun damage or age shall be replaced.
- c. Roofs shall be kept free of excessive debris that creates unsightly or fire hazard conditions.
- d. The WIA shall not require the use of cedar shakes or other flammable roofing materials.

#### 7. Windows, Doors and Shutters

Broken or damaged windows shall be replaced. Shutters and doors shall be structurally sound and properly maintained.

#### 8. Drainage Ditches Adjacent to Roads

- a. Drainage ditches shall be maintained to present a clean, well-groomed appearance and shall be kept free of debris per county code.
- b. Owners that do any landscaping in ditches, including lining of ditches, do so at their own risk.
- c. Rocks or any other landscaping done in ditches shall not extend above the height of the adjacent road surface on the road side of the ditch.
- d. Culverts shall be kept open and free of soil and debris per the county ordinance.
- e. Crushed culverts shall be replaced.

#### 9. Fences

- a. Fences shall be kept in good repair. Missing, broken, or deteriorating rails or posts shall be replaced.
- b. Rotting fences shall be removed.
- c. Fence gates shall be open in design as approved by the ACC. Gates shall be maintained and kept in operable condition.
- d. Only natural colored fence preservatives are allowed. For the cedar split rail fences, this means either clear or cedar colored preservatives or stain. Solid color stains are prohibited.
- e. ACC approved wire mesh must be maintained and can be no higher than the top rail of the split rail fence.

#### 10. Landscaping

Trees, shrubs and grasses shall be removed if dead or diseased. All lots shall maintain the minimum landscaping standards required in the Project Design Standards Manual. Bare or disturbed areas are not permitted and must be seeded or a type of landscaping material must be used for ground cover.

#### 11. Recreational and Maintenance Equipment

ACC approved playground or recreational equipment, including trampolines, soccer nets, etc. must be kept in good repair.

## **PART II. COMMON AREAS**

### **SOURCE: Article II.**

Residents of Woodmoor are common owners of approximately one hundred fifty (150) acres of common property in Woodmoor. These areas are generally undeveloped and offer places for hiking, picnicking or other recreation. Additionally, Woodmoor residents are common owners of the Barn, also known as the Woodmoor Community Center. Detailed maps of the common areas may be obtained from the WIA office.

Lake Woodmoor is not a Woodmoor Common Area, nor does the WIA own it. Lake Woodmoor is privately owned by Woodmoor Water & Sanitation. Woodmoor Water and Sanitation strictly prohibits trespassing.

### **A. PERSONS AUTHORIZED TO USE**

Woodmoor Commons are authorized for use only by Woodmoor residents, their families, houseguests and tenants who reside on the property. Any other person using the Woodmoor Commons is unauthorized and will be considered to be a trespasser.

The WIA has the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas. The WIA may suspend the right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published Rules and Regulations.

### **B. CONDUCT OF MEMBERS WHILE USING COMMON AREAS**

Woodmoor residents using the common areas will be expected to use the property safely and to not deface or litter the property in any way. Animal owners are responsible for all conduct of their animals in the common areas and animal owners who bring their animals to the common areas will hold the WIA harmless for any damage caused to person or property by their animals. Pet owners must clean up after their animals and properly dispose of any animal waste. Dogs may be permitted in the common areas so long as they are under control of the owner or keeper of the dog as defined by El Paso County Statutes.

Fishing is permitted from the shores of the ponds; no ice fishing is permitted at any time. No boats of any kind are permitted on the ponds, except by prior written permission of WIA, usually in connection with a special event. No swimming is permitted in the ponds. **Ice skating on ponds is done at the skater's own risk and skaters shall indemnify the WIA from any liability.** Children under 16 must be supervised by an adult. The WIA does not maintain skating facilities, nor does it monitor ice conditions.

**Any sledding on common areas such as Toboggan Hill is done at the risk of the sledders who shall indemnify the WIA from any liability.** Children 12 and under must be supervised by an adult. No snowboarding or skiing is allowed on Toboggan Hill. WIA does not groom or improve the common areas or ponds for sledding or any other winter sports activities.

Residents using the common areas must park in areas off the roads that do not obstruct traffic or create a nuisance to neighbors of the common areas.

### **C. RESPONSIBILITY FOR USE OF COMMON AREAS**

All persons who use the Woodmoor Commons do so at their own risk and shall indemnify the WIA from any liability. All persons using the Common Areas are responsible for their own, and their guests', safety. The WIA does not assume any duty to improve the Common Areas for safety of the users. The Common Areas are natural terrain, with all the hazards of open country and open water.

The Woodmoor Improvement Association is not responsible for any injuries to persons or property that occur while visiting or using the common areas.

### **D. GUNS AND FIREARMS**

Discharging of firearms is strictly prohibited in Woodmoor unless to protect yourself or another from serious bodily harm. Furthermore, the illegal discharging of a firearm could be referred to the El Paso County Sheriff's Office for additional criminal charges. For the purpose of this rule, a firearm will be considered any gun that shoots a metal type projectile by either gun powder or compressed air. Low powered BB guns (spring loaded), airsoft, or paintball guns are not considered firearms. Per motion passed during September 28, 2016 Board Meeting.

### **E. FIRES AND FIREWORKS**

Open fires, including campfires, are prohibited in Woodmoor Commons. Fireworks of any kind are prohibited in Woodmoor, including in the Common Areas.

### **F. MOTORIZED VEHICLES**

All motorized vehicles (including, but not limited to, automobiles, motorcycles, ATV's and snowmobiles) are prohibited from the Common Areas of Woodmoor. (This section does not apply to maintenance and/or utility vehicles as approved by the Board of Directors.)

### **G. USE OF COMMON AREAS FOR CONSTRUCTION**

In certain specific cases, a common area may be used for temporary construction access or for utility installation, with the permission of the ACC and the WIA Board of Directors. See the *Project Design Standards Manual (Policies, Procedures, Rules & Regulations, Part V)* for the requirements of such use.

## **PART III. ENFORCEMENT OF GOVERNING DOCUMENTS**

**SOURCE: Article VI and the Colorado Common Interest Ownership Act ("CCIOA"), which specifically grants to homeowners associations such as the WIA the power to impose reasonable fines for violation of the Covenants, By-laws and Policies, Procedures, Rules and Regulations of the Association.**

The following rules shall apply to any alleged violation ("violation") of the Covenants, the WIA's By-laws and Rules and Regulations, except and excluding non-payment of assessments or other money due to the Association. The *Project Design Standards Manual (Policies, Procedures, Rules & Regulations, Part V)* contains details of the additional enforcement procedures with regard to the ACC and covenant violations arising out of new construction or remodeling.

### **A. COMPLAINT**

Complaints of any violation shall be communicated to the WIA Board of Directors or WIA staff in writing, in person, by email, or by telephone. The Director of Covenant Enforcement (DCE), a WIA employee, or a Board of Directors member appointed by the DCE may initiate and investigate complaints. A complaint that is initiated by a WIA employee or the DCE is considered investigated at the time the violation is noted. A form that summarizes the alleged violation and extracts the pertinent information shall be filled out by the person complaining or by the WIA staff. The DCE will be the complaining party as to all covenant violations that have been brought to the attention of the WIA. The WIA staff is authorized by the Board of Directors to contact the property owner who is the subject of the complaint. The WIA will endeavor to protect the confidentiality of persons alerting the WIA to covenant violations. Letters alerting the ACC to concerns regarding new home construction will be disclosed to the homeowner and/or builder, if requested, and such letters will be part of the lot files and not subject to confidentiality during the construction of the home.

Owners shall be jointly and severally liable for violations committed by their contractors, agents, guests, or tenants. The Board of Directors may proceed against the owner and the contractor, agent, guest, or tenant, simultaneously or separately, and actions against one shall not bar action against the others. The Board of Directors may contact law enforcement authorities, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board of Directors from proceeding with covenant enforcement action.

### **B. ENFORCEMENT**

After a complaint is received and investigated, following the procedures previously listed, WIA will notify the owner who is the subject of the complaint. Enforcement procedures vary according to the specifics of the violation, subject to the following guidelines.

1. **Serious/Immediate Risk Violations:** When a violation concerns a serious immediate situation for person or property the WIA will seek to obtain prompt action by the alleged violator to correct and avoid any recurrence. Examples include, fireworks, open fires, menacing or attacks by dogs, et cetera. Owners will be contacted, and a hearing scheduled as soon as possible.

2. Irreversible Violations: When a violation has occurred, which cannot be mended, WIA will notify the owner of a hearing that will determine the amount of a possible fine, or other punishment, for the violation. Examples include unauthorized cutting of trees, noise disturbances, et cetera. Owners will be contacted and a hearing scheduled as soon as possible.
3. Easily Remedied Violations: When a violation can be remedied by quick action, WIA will contact the owner and warn of a short term notice period, usually twenty four (24) hours to seven (7) days, during which the violation must be cured. Examples include, barking dogs, vehicle and sign violations, refuse and rubbish, et cetera. Owners may receive a warning by mail, phone, e-mail, or in person, advising of the violation, the time to correct, and further action should they fail to act. Violations that remain uncorrected after the notice period or those violations that are corrected but then subsequently recur will trigger a notice of hearing before the Board of Directors. Such hearings will be scheduled as soon as possible.
4. Other Violations: When a violation may reasonably require thirty (30) days or longer to remedy, WIA will warn the owner of the violation and establish a notice period during which the violation must be cured. Examples include ACC violations, tree and slash removal, et cetera. Violations that remain uncorrected after the notice period or those violations that are corrected but then subsequently recur will trigger a notice of hearing before the Board of Directors. Such hearings will be scheduled as soon as possible.
5. Repeat Violations: If a violation recurs after a fine or other punishment has been imposed, no warning notice will be made and such violation will trigger a notice of hearing before the Board of Directors. Such hearings will be scheduled as soon as possible. At such hearing, an escalating fine schedule or other punishment may be imposed, the general guideline to be at least a doubling of the prior penalty.
6. Following a hearing, in which a fine is levied, such fine may be appealed to the Board of Directors within ten (10) days of the issuance of the fine. Any appeal must be made in writing to the WIA office and will be scheduled for a hearing with the Board of Directors.

### **C. HEARINGS**

When a hearing is necessary, the WIA shall send to the owner a written notice that a hearing on the complaint may be held and that fines may be imposed at the hearing. Such notice shall be sent via regular mail or by hand delivery. The notice shall indicate the time and place of the hearing, and any other information regarding violations and fines that the Board of Directors deems appropriate. The notice shall be deemed received by the alleged violator seven (7) days after mailing. The complaining resident may be given a copy of the notice of the hearing date.

At the hearing, the Board of Directors may consider any oral or written or other information from the alleged violator, the complaining party or any other concerned resident of Woodmoor. No legal or statutory rules of evidence or procedure apply to the hearing, and the Board of Directors may restrict testimony or proceed in any manner or order that it deems appropriate in its discretion. The Board of Directors may tape record or otherwise transcribe the hearing. The Board of Directors may proceed with the hearing even if the alleged violator fails to appear or refuses to participate or to submit information. The alleged violator may appear by himself or with an attorney and may cross-examine any witnesses and evidence presented. After hearing all information, witnesses or documents presented at the hearing,

the Board of Director's decision shall be made by a majority vote of the Board of Directors members present for the hearing and a brief summary of the decision and sanction, if any, shall be sent by regular mail to the alleged violator. The Board of Director's decision shall be final and conclusive on all parties and matters, except for instances of fraud or gross negligence.

#### **D. FINES AND SANCTIONS**

The WIA Board may impose fines and/or require restitution and/or other enforcement remedies, et cetera for any violation of the covenants, By-laws or Rules and Regulations. Each incident or each day of a continuing violation, may be considered a separate violation for which any maximum fine may be imposed. Any fine shall be a personal obligation of the owner, contractor, guest, family member and/or resident and may be recorded against the property creating a lien against the property, which may be foreclosed. The Board may notify any lender or credit agency of such obligation and lien.

#### **E. ENFORCEMENT BY COURT ACTION**

At the Board of Director's discretion, correction of a violation may be enforced through courts of law or equity; such enforcement may be independent, concurrent or subsequent to the imposition of fines. Whenever a violation is not corrected, or a formalized plan of compliance presented and approved by the Board of Directors or ACC, the Board of Directors may refer the matter to the Association's attorney for further action and court proceedings.

#### **F. RECOVERY OF EXPENSES AND ATTORNEY FEES**

In any court action or other proceedings to enforce or defend the covenants, the rules or otherwise to address a violation by an alleged violator, the WIA shall be entitled to assess and recover its expenses, including that of reimbursement for staff time and expenses as well as attorney fees and costs against the owner, alleged violator and/or other party in addition to all other rights and remedies.

#### **G. SUBSTANTIAL COMPLIANCE**

Technical irregularities or defects in the complaint, notice or other compliance with this rule shall not invalidate the proceedings or any fine or sanction imposed. This rule is to be liberally construed to accomplish prompt, effective enforcement of Woodmoors' covenants, By-laws and Rules and Regulations.

#### **H. TIME LIMITS**

Enforcement of violations of the Covenants, By-laws or Rules and Regulations is not waived by any prior non-enforcement and the WIA may enforce its rights and remedies, including its lien for a period of not less than six years from the date it discovers the violation.

### **PART IV: ASSOCIATION OPERATIONS**

#### **A. MEETINGS**

Meetings shall be called and conducted in accordance with WIA's governing documents and the attached Exhibit A.

## **B. RECORDS**

Requests for, and disclosure of, WIA's records shall be done in accordance with the attached Exhibit B.

## **C. CONFLICTS OF INTEREST**

Board member conflicts of interest shall be handled in accordance with the attached Exhibit C.

## **D. AMENDMENT POLICY**

Any policies, procedures, rules, or regulations of the WIA may be amended, deleted, replaced, or augmented at any time by the Board, in accordance with the WIA's governing documents. Any Owner who desires any type of modification of these Policies, Procedures, Rules and Regulations should submit a request in writing to the Board. The Board may, but shall not be obligated to, consider such a request.

## **E. PROCEDURE FOR ADDRESSING DISPUTES**

At the Board's discretion, the WIA may, but shall not be required to, submit any dispute between the WIA and Owner(s) to mediation, arbitration, or other alternative dispute resolution device; provided, however, that the WIA reserves all rights to seek equitable and legal relief through any court having jurisdiction over the dispute.

## **F. RESERVE FUND**

The WIA's Reserve Fund shall be invested as required by the WIA's governing documents and Colorado law. Such investments shall be based upon the reasonable business judgment of the Board of Directors with the advice of the WIA's Managing Agent and any investment advisor.

# **EXHIBIT A**

## **Meetings**

### **1. Conducting Meetings**

- (a) Association meetings shall be conducted in accordance with the Association Documents, especially the Association Bylaws, and in accordance with the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act. In addition, all meetings shall be conducted in accordance with the most recent version of *Robert's Rules of Order*.
- (b) At all meetings, Members are expected to maintain proper behavior and decorum, which requires that Members shall:
  - (i) Be respectful to others present and to the meeting process;
  - (ii) Refrain from name-calling, use of foul language, and other aggressive behavior;
  - (iii) Differentiate statements of opinion from statements of fact; and
  - (iv) Speak only when acknowledged by the Chair.

If a member fails to observe the above standard, demonstrating inappropriate behavior which negatively impacts the Association's meeting(s), the Chair shall issue one warning to the Member. If inappropriate behavior continues, the Member may be asked to remove him- or herself from the meeting. If the Member refuses to comply, the meeting may be adjourned at that time, even though there are agenda items not yet heard, or the Chair may take other action, at the sole discretion of the Chair, including request for police assistance.

## **2. Owner Participation at Board Meetings**

- (a) All meetings of the Board of Directors, except the Executive Session, are open to attendance by any Owner or any person designated in writing by that Owner as the Owner's Representative.
- (b) The Board shall designate an appropriate period of time at the beginning of the meeting for Owners or their representatives to speak on any matter shown on the agenda, but such period shall not exceed a total of 20 minutes. Owners who wish to discuss a certain issue, complaint, or request shall submit such in writing at least five days prior to the Board meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue. All or any Owners or designated representatives wishing to speak shall sign a sheet with the Secretary prior to the meeting and the Board's President shall allocate the time permitted among the various Owners or designated representatives who wish to speak. After the designated time, Owners who are not Board members shall not participate in any deliberation or discussion of the Board unless expressly authorized by a vote of a majority of a quorum of the Board so present.

## **3. Owner Participation at Annual and Special Meetings of Owners**

- (a) Any Owner or designated representative of the Owner may speak at the designated time in the agenda upon any issue requiring a vote of the Owners.
- (b) The total length of any time for Owners or designated representatives speaking on a single issue of any meeting of the Owners shall not exceed the time set forth by the president at the beginning, but not exceeding a time limit of 20 minutes total, and the President shall pro-rate that time among the various Owners who speak on the issue.
- (c) All issues, complaints, and requests shall be submitted to the Board in writing five days prior to the annual meeting.

#### **4. Notice of Meetings**

- (a) Board Meetings: Notice of Board Meetings shall be given in accordance with the Association Documents.
- (b) Owners Meetings: Notice of Owners Meetings shall also be given in accordance with the Association Documents, but in addition, notice of such shall be physically posted in a conspicuous place to the extent such posting is feasible and practical and may be given by electronic posting or electronic mail notices pursuant to C.R.S. § 38-33.3-308.

#### **5. Executive Sessions**

The Association's Board may meet in executive closed sessions to discuss matters pertaining to employees, the managing agent's contract, consultation with legal counsel, investigative proceedings concerning possible or actual criminal misconduct, matters which are subject to specific constitution and statutory or judicially imposed requirements protecting the proceedings, any matter of disclosure which would constitute an unwarranted invasion of individual privacy, and a review and/or discussion relating to any written or oral communication from legal counsel. The Association Board Members and other members shall preserve attorney-client privilege regarding consultation and communications from legal counsel.

#### **6. Election Procedure**

The following shall apply in contested elections only:

- (a) The Association Secretary shall be in charge of providing secret ballots which protect the voters' privacy but also provide for the security of the election. Either the Association Secretary, or the Managing Agent, or both, shall constitute a neutral third party to count the ballots. If no neutral party is available, the ballots may be counted by a committee of volunteers, who shall be Lot Owners selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting, provided however, that said volunteers shall not be Board members and, in the case of a contested election, shall not be candidates.
- (b) The results of a vote taken by secret ballot shall be reported without reference to the names, addresses, or other identifying information of Lot Owners participating in such vote.

### **EXHIBIT B Records**

#### **1. Member Rights**

- (a) Members of the Association are entitled to have made available to them copies of all Association Documents, which include the following:

- i. Declaration for Woodmoor Improvement Association (the “Declaration”);
  - ii. Articles of Incorporation;
  - iii. Bylaws; and
  - iv. Policies, Procedures, Rules and Regulations.
- (b) Each owner/member is responsible for knowing the information in the Association Documents and for abiding by the standards for this Association, as set forth in the Association Documents.

## **2. Association Records Library**

- (a) The following information should be made available at the Association’s place of business during standard business hours upon appointment for members to review, compiled in a “library binder” and/or other means of disclosure permitted by law:
- i. The date of the Associations’ fiscal year;
  - ii. The Association’s operating budget for the current fiscal year;
  - iii. A list (organized by unit type) of the Association’s current regular and special assessments;
  - iv. The Association’s annual financial statements;
  - v. The results of any financial audit or review for the fiscal year preceding the current disclosure;
  - vi. A list of all Association insurance policies;
  - vii. The Association’s Bylaws, Articles of Incorporation, and Policies, Procedures, Rules and Regulations;
  - viii. The Board meeting and Member meeting minutes for the fiscal year immediately prior to current annual disclosures; and
  - ix. The Association’s responsible governance policies adopted under Section 38-33.3-209.5 concerning the following:
    - A. Collection of unpaid assessments;
    - B. Handling of conflicts of interest involving Board members;
    - C. Conduct of meetings;
    - D. Enforcement of covenants and rules;
    - E. Inspection and copying of Association records by unit owners;
    - F. Investment of reserve funds; and
    - G. Procedures for the adoption and amendment of policies, procedures, rules and regulations.
- (b) The records custodian should update the library binder periodically. As used herein, the “records custodian” is any person or entity with whom the Association has entrusted the maintenance and custody of its records. The records custodian may be the Management Company.

## **3. Examination of Records**

- (a) Members have the right to examine certain records of the Association. The Association has compiled certain documentation which will provide a Member with a wide variety of Association information. It is the obligation of every Member to hold this information in appropriate confidentiality so that information is not released to other parties.
- (b) Requests by Members to inspect documents must be made in good faith, for a proper purpose, and describe with reasonable detail what records are needed and why. Requested documents must also be relevant to the stated purpose for the request. To be deemed “relevant,” the requested documents must directly pertain to the stated purpose. Members shall not exercise

their inspection or copying rights in order to harass any other Member or the Management Company, nor for any commercial, illegal or improper purpose.

- (c) Notwithstanding the foregoing, certain information has been deemed “not available” to the general membership for review or reproduction. This information includes the following:
- i. Files pertaining specifically to other units;
  - ii. Delinquent account information, unless requested by the owner responsible for said account;
  - iii. Attorney-client communications;
  - iv. Information involving pending or anticipated litigation or contract negotiations;
  - v. Information involving the employment, promotion, or dismissal of Association employees or other personnel; and
  - vi. Other privileged information.
- (d) The Association shall not be liable for the disclosure or copying of any materials which are required to be provided by statute or judicial proceeding. ***The Association does not warrant or represent the accuracy, completeness, or any other matter in the materials provided.***

#### **4. Process for Requesting Examination and/or Copies of Records**

- (a) Members who desire to examine and/or have copies made of Association records must make an appointment with the records custodian and submit the Document Request Form, which is attached hereto. Reasonable effort will be made to accommodate the Member within a reasonable period of time. When the appointment is made, the Owner will be asked to designate the amount of time they want to reserve the library.
- (b) Members shall not remove any document from the Association’s records, nor shall they remove records from the Association’s place of business. Certain records may be copied, at the Member’s expense. The Association’s records custodian, on behalf of the Association, will make the copies. The Member requesting the copies shall reimburse the Association for the actual cost of copying, which may include labor and materials for copying, research, locating and retrieval, which amount may be collected in advance.
- (c) During an inspection, the Member may designate such records for copying by use of tab, clip, or Post-It note upon the pages desired, but may not otherwise alter the records (for example, no folding, pencil or pen marks, etc.).
- (d) Copies should be available within ten (10) working days of receipt of the request, unless the condition or voluminous nature of the records makes this time frame impractical. In such cases, the copies should be made available as soon as is practical.
- (e) Depending on the number of pages requested, the records custodian may request that the Member return at a later date to pick up the requested copies, in order to allow personnel to set aside time to reproduce the documentation requested.
- (f) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association’s office where the inspection or copying is taking place.

#### **5. Seller Disclosures**

- (a) To the extent that sellers within the Association are required by law to disclose to their buyers certain documents of the Association, the Association shall cooperate with such requests in accordance with this Rule.

- (b) To request written copies of required Association documents, the seller or the seller's agent must follow the rules and procedures listed herein, including payment for the actual cost of the copying. If records are available on a website, the seller or seller's agent should use that website to obtain the documents.
- (c) ***The Association uses reasonable efforts to provide copies, but shall have no liability for the information provided, nor for compliance with any deadlines or other contractual requirements.***

#### **7. Enforcement of Inspection and Copying Rule**

- (a) Any violation of these rules shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply herewith, as well as other remedies such as fines. The Association's Board or its representatives may take any available legal action to enforce this Rule.
- (b) The Association will not honor any requests for inspection or copying that do not comply with this Rule, but the Association shall send a written notice to the person who made the request indicating the nature of any noncompliance.
- (c) Any Association representative who receives an oral request for inspection or copying shall refer the person making the request to this policy, and the Association or its representatives will have no further obligation to respond until it receives a written request.
- (d) The Association's Board shall be entitled to resolve any dispute regarding the Association's records based upon the Board's reasonable business judgment.

**EXHIBIT C**  
**Conflicts of Interest**

1. The Board of Directors shall comply with all of Colorado’s statutory provisions against conflicting interest transactions as found in the Colorado Revised Nonprofit Corporation Act and the Colorado Common Interest Ownership Act. A “conflicting interest transaction” is defined by the Colorado statutes, but generally means a contract, transaction, or other financial relationship between the Association and a director of the Association, or between the Association and a party related to a director, or between the Association and an entity in which a director of the Association is a director or officer or has a financial interest. A conflicting interest transaction does not include transactions that are of a general benefit to a group of homeowners that includes one or more directors.
2. Each Board member is obligated by law to disclose, in an open Board meeting, any existing conflict of interest prior to any discussion or action on that issue, and the Board member shall not vote on such issue.
3. Board members appointed by the Declarant shall not be deemed to have any conflict of interest by voting on matters which may affect the Declarant, its property, or business, whether directly or indirectly.
4. The above notwithstanding, at any Board meeting, a Board member with a conflict of interest may be counted “present” for the purpose of determining whether a quorum exists.
5. Any Board member who violates this rule, or any other Association Document, may be removed from the Board by the other members of the Board.
6. The Association may require that all Board members sign a copy of this rule to acknowledge that they have read and understand it and will comply fully with it.

**PART V:** The Woodmoor Policies, Procedures, Rules and Regulations, **PROJECT DESIGN STANDARDS MANUAL (PDSM) PART V is a separate publication, but a substantial**

**part of the Policies, Procedures, Rules and Regulations of Woodmoor.** Residents will need a copy of the *Project Design Standards Manual* for additional standard Rules and Regulations and such things as new construction, additions to your home, as well as exterior modifications and miscellaneous projects to your home or landscaping. **ALL EXTERIOR MODIFICATIONS REQUIRE WIA APPROVAL.**

## **RESOLUTION OF THE BOARD OF DIRECTORS 03 - 02**

Whereas Woodmoor's Policies, Procedures, Rules and Regulations are currently printed and bound in two documents, (Parts I, II, III, and IV together, and separately Part V, the Project Design Standards Manual) and

Whereas Parts I, II, III, IV and V together comprise the Policies, Procedures, Rules and Regulations of the Association, and

Whereas the WIA Board of Directors wishes to advise its members of the integrated nature of Parts I, II, III, IV and V, it is therefore hereby resolved that

Until such time as Woodmoor's Policies, Procedures, Rules and Regulations, Parts I, II, III, IV and V are formatted as a single document, an Addendum will be inserted in each copy of the Policies, Procedures, Rules and Regulations documents distributed to residents after January 31, 2003, and the WIA website information will also be updated accordingly.

The content of the Addendum may be updated from time to time by action of the Board of Directors. Content of the first Addendum, which will be dated February 1, 2003, will be as follows:

### **ADDENDUM**

The purpose of this addendum is to make clear that the two documents which comprise Woodmoor's Policies, Procedures, Rules and Regulations (i.e. Parts I, II, III, IV; and Part V, the Project Design Standards Manual) work together as an integrated statement of policies, procedures and rules which govern owners use of their Woodmoor property. By action of the WIA Board of Directors on January 15, 2003, this Addendum updates the Policies, Procedures, Rules and Regulations of the WIA.

Owners should be aware that failure to comply with the Project Design Standards Manual, Part V, constitutes a Covenant Violation, which will be pursued accordingly as outlined in Part III. The following references are provided as examples.

Exterior Colors & Finishes, page 25  
Roofs, pages 16, 25  
Decks, pages 14, 16-17, 26, 31  
Buildings & Sheds, pages 14, 17, 26-27  
Landscaping, pages 1-5, 9-11, 13, 29, 33, 37  
Fencing, pages 16-17, 29-30, 37-38  
Outdoor Lighting, page 32  
House Numbering, page 32  
Flagpoles, pages 16, 33  
Playground Equipment, pages 8, 16, 34

Likewise, some stipulations in Part I pertain to ACC matters which are covered in Part V. Examples:

Fencing, pages 16-17, 29-30, 37-38

Exterior Tanks, page 8

Landscaping, pages 1-5, 9-11, 13, 29, 33, 37

Playground/Sports Equipment, pages 8, 16, 34

**ALL EXTERIOR MODIFICATIONS REQUIRE WIA APPROVAL.**

**NOTE:**

*Copies of the all the WIA governing documents are available at the WIA office (1691 Woodmoor Drive, Monument, Colorado 80132) or can be downloaded, free of charge, from the WIA website at [www.woodmoor.org](http://www.woodmoor.org).*

## F. FIRES

**Open Burning** is not allowed in Woodmoor under any circumstances. Open burning includes the combustion of any matter which is not fully contained within a fire pit (with spark arrestor in place), outdoor fireplace, or stationary barbeque as described below.

**Recreational Fires** are generally permitted in Woodmoor. Recreational fires may be conducted using an enclosed fire pit, outdoor fireplace, or chiminea. Each of these devices must have a spark arrestor in place, either directly above the fuel or at the top of the chimney. Fire pits not purchased from a commercial retail store must be approved by the Tri-Lakes Monument Fire Protection District Fire Marshal prior to use. The following requirements pertain to recreational fires:

1. Recreational fires are not permitted when Red Flag Warnings have been issued by the National Weather Service, when the El Paso County Sheriff has implemented a burn ban which forbids ignition of such fires, or when sustained or gusty winds make the activity unsafe.
2. The location of the fire pit, outdoor fireplace, or chiminea must be a minimum of 25-ft from combustible construction including homes, sheds, and any other structures.
3. All combustible vegetation (leaves, dead grass, pine needles, etc.) must be cleared within 5-ft in all directions of the fire pit.
4. The container used must be constructed of non-combustible material (steel, concrete, stone, etc.) and must be fully enclosed on all sides with no gaps.
5. A spark arrestor (screen) constructed of woven or welded 12-gauge wire and with openings no larger than ¼-inch must be in place and cover the entire fuel area from side to side.
6. A minimum of 1 extinguishment source must be present at all times from ignition to full extinguishment of the fire. Appropriate extinguishment sources include a pressurized water hose, a fully charged fire extinguisher (minimum 4A rating), a 5-gal bucket of water, or a 5-gal bucket of sand/dirt.
7. The fire must be constantly attended by a responsible adult who is capable of calling 911 in the event of an emergency.
8. The maximum size of the fuel pile shall not exceed 3-ft in diameter and 2-ft in height.
9. Flame height shall not exceed 4-ft when measured from the base of the fuel pile.
10. Permissible fuels include firewood, logs under 3-ft in length, and manufactured “fire logs” that are commercially available. **Burning of slash, trash, gasoline (or other flammable liquids) and any hazardous material is prohibited. Slash includes vegetation, pine needles, pinecones, small branches, and similar debris.**

Adopted by the WIA Board of Directors 2/23/22