

MASTER
COVENANTS,
CONDITIONS,
RESTRICTIONS

**DECLARATIONS OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR
WOODY CREEK TOWNHOMES SUBDIVISION FILING NO. 1**

THIS DECLARATION, executed as of July 13, 1982 is by HEMCO, INC., a Colorado corporation ("Declarant").

Recitals

A. Declarant is the sole owner of the following real property located in Jefferson County, Colorado:

Part of Block 5, Sayer's Subdivision, also being a part of the W ½ of the NE ¼ of the Section 15, Township 3S, Range 69W of the 6th Principal Meridian, City of Arvada, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the Southwest corner of the said NE ¼ of Section 15; thence Northerly along the West line of the said NE1/4 of Section 15 a distance of 37.00 feet; thence on a deflection angle to the right of 89°41'25" a distance of 30.00 feet to the Point of Beginning, said Point of Beginning also being a point on the West line of said Block 5, said Point of Beginning also being the point of intersection of the East right-of-way line of Garrison Street and the North right-of-way line of West 52nd Avenue; thence on a deflection angle to the left of 89°41'25" along the said West line of Block 5, also along the said East right-of-way line of Garrison Street a distance of 588.09 feet to a point of curve; thence along said curve to the right having a central angle of 89°41'25", a radius of 15.00 feet, an arc distance of 23.48 feet to a point of tangent, said point of tangent also being a point on the South right-of-way line of West 53rd Avenue; thence along said tangent, also along said South right-of-way line of West 53rd Avenue a distance of 273.93 feet to a point on the East line of said Block 5; thence on a deflection angle to the right of 89°59'38" along the said East line of Block 5 a distance of 603.00 feet to a point on the said North right-of-way line of West 52nd Avenue; thence on a deflection angle to the right of 90°00'22" along said North right-of-way line of West 52nd Avenue a distance of 292.17 feet to the Point of Beginning, containing 4.0204 acres.

B. The real property and improvements thereon were previously known as Garrison Manor Condominiums, in accordance with the Declaration recorded December 5, 1979 at Reception No. 79109117 and Condominium Map recorded December 5, 1979 at Reception No. 79109118 of the County of Jefferson Records, Jefferson County, Colorado (the "1979 Declaration and Map"). Declarant revoked the 1979 Declaration and Map by a document titled "Revocation of Condominium Declaration and Map of Garrison Manor Condominiums" dated July 13, 1982 and recorded in Jefferson County, Colorado

on July 13, 1982. This declaration supercedes in its entirety the 1979 Declaration and Map and changes the name of the real property and improvements to Woody Creek Townhomes Subdivision Filing No. 1. Declarant also intends to change the nature of the improvements from condominiums to townhomes and intends to take all steps necessary to effect such changes.

C. Declarant desires to construct on the land additional homes to a total of not more than 70 townhomes, open spaces, parking spaces for the occupants and their invitees and other appurtenances. Declarant desires to provide for the preservation of the values and amenities of the Properties and for the maintenance of open spaces, parking and other common facilities and to this end desires to subject the real property described in Recital "A" above to the covenants, restrictions, easements, charges and liens hereinafter set forth all of which are for the benefit of said property, each owner thereof and such owner's tenants, invitees and licensees.

ARTICLE I

1979 DECLARATION SUPERCEDED: NAME CHANGE: SUBJECTION TO COVENANTS

Declarant hereby (i) acknowledges the earlier revocation of the 1979 Declaration and Map and further declares that this Declaration supercedes the 1979 Declaration and Map in their entirety; (ii) changes the improvements from condominiums to townhomes; (iii) changes the name of the real property and improvements from Garrison Manor Condominiums to Woody Creek Townhomes Subdivision Filing No.1; and (iv) declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Woody Creek Townhomes Association No. 1, Inc., a Colorado non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the

Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Recital "A" above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

- (a) Every portion of the Properties shown on the plat of such subdivision which is not a Lot, together with all other interests in real property which may at any time be owned by the Association, and
- (b) All improvements thereon and all easements, fixtures or appurtenances used therewith or attached thereto, and
- (c) All tangible and intangible personal property at the time owned or controlled by the Association for the common use and benefit of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Hemco, Inc., a Colorado corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Other Owner" shall mean either Owner sharing a single entrance as described in Article XIV, Section 1 or the Owner upon whose Lot utilities services and major access are not located, as described in Article XIV, Section 2.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

- (b) The right of the Association to suspend the voting rights and right to use of 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 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.
- (d) The right of individual Owners to the exclusive use of parking spaces as provided in this article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces (one of which is the garage on each Lot) which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign one vehicle parking space for each dwelling, in addition to the garage attached to each dwelling.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1984.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$480 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 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 of all votes of each class of membership 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the manner permitted by Colorado law for foreclosure of mortgages. No Owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded first mortgage or recorded first deed of trust, and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not. However, the lien of such assessments shall be superior to any homestead exemption as now or hereafter may be provided by Colorado law and the acceptance of a deed to land subject to this Declaration of Covenants, Conditions and Restrictions shall constitute a waiver of the homestead exemption as against the said assessment lien. Sale or transfer of any Lot shall not affect the assessment lien. However the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, or the cancellation or foreclosure of any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of the Owner or family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification 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, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

INSURANCE

Section 1. Insurance. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried by the Association. Insurance premiums are expenses included in the assessments made by Association.

In addition to causality insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the dwelling units on the Properties, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums for any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the dwelling units shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the Owners. The Association may procure and maintain insurance against such liabilities, of such kind and amount as its Board of Directors may approve.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of

the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessments made against such Lot Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the dwelling units, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs of the property which may have been damaged or destroyed.

ARTICLE X

TAXES

All ad valorem taxes and all assessments levied by any governmental body against the real and tangible personal property forming part of the Common Area shall be paid by the Owners of the Lots in the ratio of 1/70 of such taxes and assessments for each Lot owned. For convenience the Association will endeavor to arrange with the Office of the Treasurer of Jefferson County a procedure for including the pro rata share of the Common Area taxes and assessments in the assessment and tax statement for each separate Lot. The Association shall have such rights to contest the imposition or amount of such taxes and assessments as are provided by law, and it may permit Owners to delay payment during any contest if such delay would not cause a loss of the Association's title to any of the Common Area.

ARTICLE XI

UTILITY CHARGES

Section 1. Water and Sewer. In case the suppliers of water, sanitary sewer or storm sewer services to the Properties shall bill such services to the Properties as a whole, and shall not charge each Owner separately for his proportional part of such services, the Association shall promptly pay all charges for such services, and shall recover such payments from the Owners through the regular assessments described herein.

Section 2. Other Utility Charges. Except as provided in Section 1 each Owner shall promptly pay the charges of all entities supplying his Lot with gas, electricity, water, sewer, steam, burglar alarm or other services, and the Association shall promptly pay all such charges relating to Common Area.

ARTICLE XII

USE RESTRICTIONS

Section 1. All utilities, fixtures and equipment installed within a residence on any Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundary line of the Lot, shall be maintained and kept in repair by the Owner thereof. No Owner shall perform any act or work or allow any condition to exist which will adversely affect the other Owners or impair any of their easements or hereditaments.

Section 2. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Properties, or upon any structure situated thereon except one or more master antennas installed by the Association, if it shall elect to do so.

Section 3. Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the Properties. All landscaping on any Lot shall be maintained to at least the same standard as landscaping on the common Area. The Association shall have the right to enter upon any Lot and remove such refuse piles or other unsightly objects or materials, or perform landscape maintenance, at the expense of the Owner responsible therefore. Such entry shall not be deemed a trespass if three days prior notice shall have been given to the Owner, and the Owner shall have failed to remedy the nonconforming condition.

Section 4. No Lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be disposed of in a sanitary manner, pursuant to rules and regulations adopted by the Association and shall not be stored on any visible part of any Lot, except pursuant to such regulations.

Section 5. No commercial type vehicles, trucks, mobile homes or large recreational vehicles shall be parked on the Properties except while engaged in transport. For the purposes of this covenant, a $\frac{3}{4}$ ton or smaller vehicle, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or truck.

Section 6. No freestanding mailbox shall be erected unless approved by the Architectural Committee.

Section 7. The Properties are intended solely for single family residential use. Consequently the Lots and the Common Area may be used solely for residences for Owners, their immediate families, guests and lessees. No portion of any Lot or Common Area shall be used for any commercial or industrial office,

retail, hotel, restaurant or other nonresidential use, or for multifamily residential use.

Section 8. No Owner shall install or maintain any sign except signs of a size and kind approved by the Association either setting forth the street address of a Lot or advising that a given Lot is for sale or rent.

Section 9. No portion of any Lot may at any time be resubdivided into a tract smaller than the original Lot as shown on the plat of the Woody Creek Townhomes Subdivision Filing No. 1.

Section 10. No Owner shall keep any vicious dog, persistently barking dog or other dangerous animal or any animal causing noises or odors reasonably objectionable to the Owners of other Lots.

Section 11. No Owner shall violate the applicable building, zoning or other laws or ordinances relating to the use of the land, permissible improvements or related matters. Any such violation shall constitute a breach of these covenants giving rise to the remedies herein described regardless of the action or inaction of any governmental body.

Section 12. No Owner shall cause or permit any noise, odors or glare which are perceptible outside of the exterior walls of his own building and which are reasonably objectionable to any other Owner.

Section 13. No outdoor clotheslines, exposed garbage containers or incinerators may be installed or maintained. No temporary structure or buildings including, but without limitation, trailers, mobile homes, tents or shacks, shall be used or placed upon any Lot except for temporary sales offices and construction facilities by Declarant.

Section 14. The Board of Directors is authorized to adopt rules and regulations relating to the parking of vehicles on the Common Area. Such rules shall assure the utilization of parking spaces by all Owners in a fair and equitable manner and shall prohibit the use of parking areas for storage of motor vehicles, boats, trailers, campers, house trailers or any other object, vehicle or equipment.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent of the Owners, and thereafter by an instrument signed by not less than seventy-five percent of the Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds of each class of members.

Section 5. FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE XIV

MAINTENANCE EASEMENTS AND LIEN

Section 1. (a) As a part of the original construction of the improvements on Lots located in Block 1 is a single entrance to the crawlspace of the improvements on each pair of Lots. Each Owner shall have the right of complete access to the single entrance, half of which is located on his Lot. Each Owner shall contribute equally to the cost of reasonable repair and maintenance of the single entrance subject, however, to the right of either Owner to call for a larger contribution from the Other Owner under any rule of law regarding liability for negligent or willful acts or omission. If either Owner shall pay the entire cost of reasonable repair or maintenance, he shall be entitled to contribution from the Other Owner. *The cost of repair and maintenance to the single entrance shall include the cost of repair; damage to landscaping and other property which is occasioned by such repair and maintenance.

Section 2. (a) As a part of the original construction of improvements on Lots located in Block 2, 3, 4, and 5, of Woody Creek Townhomes Subdivision Filing No. 1, utilities services and major access to the crawlspace of the improvements on two adjacent Lots may be located in or on the improvements on one Lot. To enable the Other Owner to conduct repair and maintenance to

and replacement of fixtures equipment and utilities services serving the improvements on his Lot, an easement is hereby declared over, upon and under such portion of the Lot in which such utilities services and major access may be located at the site of such utilities services or major access as they are presently located and may be located in the future, as is necessary to accomplish such maintenance, repairs, and replacement.

(b) The Other Owner shall pay the entire cost of repair and maintenance to and replacement of fixtures equipment and utilities services serving his Lot. The cost of such maintenance, repair and replacement shall include the cost of repairing damage to the improvements and other property of the Owner of the Lot on which such utilities services and major access are located.

* The right to any contribution for repair or maintenance from the Other Owner, together with interest, cost and reasonable attorneys fees, shall be a charge upon the Lot of the Other Owner and shall be a continuing lien upon the Lot of the Other Owner

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24 day of July, 1982.

HEMCO, INC., a Colorado corporation
Declarant

By: _____

/s

I certify this is a true and correct copy of the Woody Creek Townhome Association Covenants that were filed and recorded with the Jefferson County Clerk and Records Office on the 24th day of July, 1982.

Cindy Henderson, Secretary *CH*
Woody Creek Townhome Association
September 16, 2000

