

AFTER RECORDING RETURN TO:
Altitude Community Law P.C.
555 Zang St., Suite 100
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES
(a Planned Community)**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES
(a Planned Community)**

THIS AMENDED AND RESTATED DECLARATION is made effective upon recording.

RECITALS

A. Declarant, Hill Development Corporation, a Delaware corporation, recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Greens at Kissing Camels Estates Townhomes in the real property records of El Paso County, Colorado on September 17, 2001, at Reception No. 201134530, as amended and supplemented by the following documents:

1. Amendment Number One to the Declaration of Covenants, Conditions, Restrictions and Easements for The Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., recorded February 24, 2016 at Reception No. 216018575 in the Office of the Clerk and Recorder for El Paso County, State of Colorado;
2. Declaration of Annexation The Greens at Kissing Camels Estates Townhomes (Annexation of Lot 2, The Greens at Kissing Camels Estates Filing No. 1) recorded on December 4, 2006 at Reception No. 206175347 in the Office of the Clerk and Recorder for El Paso County, State of Colorado;

and other documents of record (collectively, the "Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration

B. The Owners and the Association desire to amend and restate all provisions of the Original Declaration, as amended and supplemented, by virtue of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Greens at Kissing Camels Estates Townhomes ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration.

C. The Original Declaration provides for and allows for this Declaration in Sections 19.4.1 and 25.5, which provide as follows:

Section 19.4.1: No amendment of any material provision of this Declaration described in this subsection may be effective without the vote of at least 67% of the Owners in the Association (subject to Section 25.6, below) and the approval in writing of at least 51% of the Eligible Mortgage Holders.

Section 25.5: This Declaration, or any provision of it, may be extended, modified or amended, or revoked as to the whole or any portion of the Property, upon the written consent of Owners holding 67% or more of the votes in the Association, and upon compliance with Article XIX, above, as appropriate.

D. No mortgagees have requested written notice of amendments pursuant to the terms of the Original Declaration and therefore, no mortgagee approval is required for this Declaration.

E. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;

F. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

G. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

H. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and

I. Owners holding at least 67% of the total votes in the Association have approved this Declaration. Alternatively, a Court Order entered by the District Court for El Paso County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW THEREFORE, the Original Declaration is amended and restated as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Defined Terms.

Each capitalized term in this Declaration shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

- (a) “Act” shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.
- (b) “Architectural Control Committee” or “Committee” shall mean the committee appointed by the Board of Directors pursuant to this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration.
- (c) “Assessment” shall include all Common Expense Assessments, insurance Assessments, utility Assessments, and any other expense levied to a Lot pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
- (d) “Association” shall mean and refer to The Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.
- (e) “Board” or “Board of Directors” or “Executive Board” shall mean the body designated in the Governing Documents to act on behalf of the Association.
- (f) “Common Area” or “Common Elements” shall mean all real property owned by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon and all common property owned by the Association, but excluding the Lots, and shall include any Common Area located upon any real property which is annexed to the Property.
- (g) “Common Expenses” shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.
- (h) “Community” or “The Greens at Kissing Camels Estates Townhomes Community” shall mean the planned community created by the Original Declaration, as amended and restated by this Declaration, consisting of

the Property, Common Area, and any improvements constructed on the Property and the Common Area.

(i) "Corporate Area" shall mean the real property identified as "Corporate Area" in that certain Certificate of Incorporation of Kissing Camels Property Owners' Association filed of record with the Colorado Secretary of State on or about May 23, 1960, as the same may be amended from time to time.

(j) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Greens at Kissing Camels Estates Townhomes, as amended, recorded in the office of the Clerk and Recorder of El Paso County, Colorado.

(k) "Developed Lot" shall mean any Lot which meets any one of the following conditions: (i) when a Residence on a previously unimproved Lot is issued a certificate of occupancy or, if sooner, when such Residence is occupied; (ii) when the Association begins to insure or maintain any part of a Residence on the subject Lot; or (iii) one year after the Association's Architectural Control Committee approves an application to build a Residence on such Lot;

(l) "Development Rights" shall mean those rights set forth in this Declaration and those rights set forth in the Act.

(m) "Governing Documents" shall mean this Declaration, the Map, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association, as they may be amended from time to time.

(n) "Limited Common Area" shall mean those portions of the Common Area which are limited to and reserved for the exclusive use of one or more, but fewer than all of the Owners, as further set forth in this Declaration.

(o) "Lot" or "Unit" shall mean and refer to any of the Lots shown upon any recorded subdivision map or plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area. The terms "Lot" and "Townhome Lot" may be used interchangeably.

(p) "Map" or "Plat" shall mean and refer to the map(s) and/or plat(s) of the Property and improvements that are subject to this Declaration and which are designated in the Map or Plat recorded in the records of the Office of the Clerk and Recorder of El Paso County. More than one Map or supplement thereto may be recorded, and, if so, then the term "Map" shall collectively mean and refer to all of such maps, plats, and supplements thereto.

(q) "Master Association" means the Kissing Camels Property Owners' Association, a Colorado nonprofit corporation, or any successor to that corporation.

(r) "Master Association Governing Documents" shall mean the Master Declaration and the map, the Articles of Incorporation, the Bylaws, and any rules and regulations of the Master Association

(s) "Master Declaration" shall mean that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations for Kissing Camels recorded on February 26, 2004 at Reception No. 204032677 in the real property records of El Paso County, Colorado, as amended and supplemented from time to time.

(t) "Member" shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(u) "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(v) "Pet" shall mean and include cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules and Regulations.

(w) "Property" shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(x) "Residences" shall mean, collectively, the separate residences or units within a duplex separated by a party wall. The terms "Residence(s)" and "Townhome Residence(s)" may be used interchangeably.

(y) "Rules and Regulations" shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community, and/or clarification of the Governing Documents, including any amendment to those instruments.

(z) "Undeveloped Lot" shall mean any Lot which is not a Developed Lot.

ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Name and Type.

The type of Common Interest Community is a Planned Community. The name of the Planned Community is "The Greens at Kissing Camels Estates Townhomes." The name of the Association is "The Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc."

Section 2.2 Property.

The Community is located in El Paso County, State of Colorado. The Property of the Community is described in Exhibit A of this Declaration, the Map, and/or as is consistent with the common scheme and plan for the creation and operation of the Community. The Property is part of the Corporate Area as set forth and defined in the Master Declaration.

The Property currently consists of 37 Lots, consisting of 12 Developed Lots with Townhome Residences, 22 Developed Lots with Single Family Residences, and three Undeveloped Lots.

Easements for utilities and other purposes over and across the Lots and Common Area may be as shown in Exhibit A, and upon any recorded Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.3 Limited Common Area.

(a) The following portions of the Common Area are Limited Common Area assigned to the Lots as stated:

(i) Any patios, porches, balconies, decks, window wells, entryways, walkways, driveways, and/or other fixtures or Improvements that are designed to serve one or more, but fewer than all, Residences and which are not located on a Lot shall be deemed a Limited Common Area allocated exclusively to the Residence served.

(ii) Any physical portion of the Property designated on any map or Plat of the Property as "Limited Common Area", "LCA" or the like shall be deemed a Limited Common Area allocated exclusively to the Residences served.

(b) The Association may modify Limited Common Area without a membership vote, but only with consent of the Owner to whose Unit the Limited Common Element is appurtenant. The Association may also, without a membership vote, assign or reassign Limited Common Area not previously assigned with the consent of the affected Owner(s) and the Association, provided that any such assignment or reassignment shall be made in accordance with the Act.

Section 2.4 Easement for Encroachments.

Each Lot, Residence and the property included in the Common Area shall be subject to an easement for encroachments created by the original construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure containing two or more Residences is partially or totally destroyed, and then rebuilt, the owners of the Townhome Residences so affected agree that minor encroachments of parts of the adjacent Lot, Residence or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2.5 Blanket Easement.

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

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

Section 2.6 Easement for Common and Party Walls.

Each Owner, his agents and contractors, are granted a non-exclusive easement for the purpose of maintenance, construction, reconstruction and repair, in, over, under and upon adjacent Lots and in and upon adjacent Residences for purposes of common wall maintenance and repair, in accordance with the party wall provisions contained in this Declaration, upon reasonable notice to the Owners of the common wall. Any damage occasioned to the adjacent Lot or improvements, including the Residence thereon, in exercising this easement, shall be the responsibility of the Owner whose negligent or wrongful acts or omissions caused the damage.

Section 2.7 Access.

For the purpose of performing the maintenance referred to in this Article, and inspections related thereto, the Association, through its duly authorized agents, contractors, employees or the Architectural Control Committee, shall have the right, after reasonable notice to the Owner or occupants thereof and during regular business hours, to enter upon any Lot and improvements thereon, and such entry shall not be deemed a trespass. In emergency situations, the Association or its agents, contractors or employees, may enter without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter. In performing repairs or maintenance authorized under this Article, the Association shall not be liable for any loss, cost or damage caused by its actions, except on account of its willful misconduct.

Section 2.8 Mechanic's Liens.

No labor performed and/or materials furnished for use and incorporated into any Lot with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Lot of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Area. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Lot of any other Owner, the Common Area, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Lot. The Association may pay any sums necessary to eliminate any lien filed against Common Area not benefitting from the labor and/or materials furnished and all sums paid shall be an Assessment against the Owner or Owners for whom the labor and/or materials were furnished.

Section 2.9 Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Owners;
- (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Area;
- (c) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Area;
- (d) the right of the Association to transfer or convey ownership of the Common Area, or any portion thereof, subject to the prior approval of Members holding at least 67% of the total votes entitled to be cast in the Association;
- (e) the right of the Association to suspend the voting rights and the right to use of any Common Area for a period not to exceed 60 days or during any period of violation of any other provision of the Governing Documents, whichever is greater; provided that suspension of voting and use rights shall be automatic during any period that an Owner is in default in payment of any Common Expense Assessment;
- (f) the right of the Association to close portions of the Common Area for maintenance, repair, replacement, and improvement; and
- (g) the right of the Association to change use of, add or remove improvements to the Common Area.

Section 2.10 Drainage and Irrigation Easements.

The Association reserves for itself and its successors and assigns an easement to enter on any portion of the Property for the purpose of modifying the grade of any drainage channels on the Property to improve the drainage of water.

The Association also reserves the right to use or delegate the use of any irrigation ditches existing on the Property on the date this Declaration is recorded, and the

Association reserves for itself and its successors and assigns the right to construct, access and maintain additional irrigation ditches and lines on the Property for the maintenance of the Common Area and for such other purposes as the Association may from time to time deem appropriate.

Any Owner of a Lot over which such ditches cross shall be prohibited from taking or diverting water from the ditches or constructing any Improvements within the easements established for such ditches without the prior written consent of the entity to whom the Association grants the right to control the ditches in question.

Section 2.11 Bike Path and Hiking Easements.

Any bike path, hiking, or other recreation areas that are located on easements within the boundary of a Townhome Lot will be insured by the Association pursuant to this Declaration in the same manner as the Common Area is insured by the Association.

Section 2.12 Delegation of Use.

Owners may delegate, in accordance with the Bylaws and Rules and Regulations adopted by the Board of Directors, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property. If the Owner delegates rights to use the Common Area and facilities to tenants or contract purchasers who reside on their Lot, the Owner shall not be entitled to use the Common Area and facilities.

Section 2.13 Disclaimer of Liability.

The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

Section 2.14 Combination of Residences.

The Owner of a Townhome Residence bounded by a Party Wall may acquire title to the adjacent Townhome Residence bounded by the same Party Wall and combine the two Townhome Residences into one Townhome Residence, subject to the requirements

of this Declaration and the Governing Documents, the Act and other applicable laws and regulations of the locale in which the Community is located. Every agreement and recorded instrument for the combination of Townhome Residences will make adequate provision for the preservation of easements previously established with respect to the Townhome Residences. Further, each such agreement and instrument will adjust the voting rights and liability for payment of Assessments related to such Townhome Residences allocating to the newly combined Townhome Residence the total of the voting rights and Assessments allocated to Townhome Residences combined into the single parcel.

Section 2.15 Partition or Subdivision of Lots.

No more than one Residence shall be erected or maintained within any Lot. Except as otherwise provided herein, no part of a Lot may be replatted, partitioned or otherwise subdivided unless the Lot being subdivided was created by a combination pursuant to this Declaration of two Lots, which, as originally platted, were separate but contiguous Lots with Residences joined by a Party Wall.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership.

Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Owner shall be allocated voting rights pursuant to the allocated interests section of this Declaration, Section 3.2(b), below. Fractional and cumulative voting are prohibited.

Section 3.2 Allocated Interests.

The Common Expense liability and votes in the Association allocated to each Lot are set as follows:

- (a) Except as provided herein Common Expense Assessments must be fixed at an equal, uniform rate and amount for each and every Lot, except for the following:
 - (i) Instances of Owner's negligence; and/or
 - (ii) Any Supplemental Assessments, as further set forth in this Declaration; and/or

- (iii) Undeveloped Lots shall be assessed at a rate that is 30% of the rate for Developed Lots; and
- (b) the number of votes in the Association, equally, with one vote per Lot.

Section 3.3 General Purposes and Powers of the Association.

The Association, through its Board of Directors, shall perform functions and manage the Community as provided in the Recitals section of this Declaration. All Owners and any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.4 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, this Declaration, the Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors.

The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to affect such right or privilege or to satisfy such duty or obligation.

The Board of Directors may delegate certain of its powers to the board of directors of the Master Association as the Board may specify by resolution and as the board of directors of the Master Association may accept from time to time, including the power to adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from Owners and the other powers set forth in the Act.

Section 3.5 Managing Agent.

The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract

having a term of no more than three years and shall be subject to cancellation by the Association on 30 days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.6 Right to Notice.

Notice of matters affecting the Community, via any means of communication, may be provided to Owners and any occupants as determined by the Board of Directors in its sole discretion.

Section 3.7 Indemnification.

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

Section 3.8 Security Disclaimer.

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for themselves and their tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect their person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 3.9 Education and Training.

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

Section 3.10 Cooperation with Master Association and Project Associations.

The Board will assist the Master Association in the performance of its duties and obligations under the Master Association Governing Documents, and the Association will cooperate with the Master Association so that each of those entities may most efficiently and economically provide its respective services to Owners. It is further contemplated that from time to time each of the Association and the Master Association or the association of another project in the Corporate Area may use the services of the other in the furtherance of its respective obligations, and each may contract with the other to better provide for such cooperation. In the case of any such agreement between the Association and the Master Association, the payment for such contract services or a variance in services provided may be reflected in an increased assessment by the Master Association for the Owners (and the members of any other association in the Corporate Area similarly benefitted by the contract) or by an item in the Association's budget which will be collected through Assessments by the Association and remitted to the Master Association.

ARTICLE 4 THE MASTER ASSOCIATION AND CLUB FACILITIES

Section 4.1 Membership in Master Association.

Every Owner of a Lot shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership and voting rights of Members in the Master Association shall be as set forth in the Master Association Governing Documents.

Section 4.2 Golf Course Operations.

Each Owner of a Lot or Residence, by acceptance of a deed therefor (whether or not it shall be so expressed in said deed), is deemed to understand and acknowledge that a private golf course known as the Kissing Camels Golf Course (the "Golf Course") is operated adjacent to and nearby the Property, and is further deemed to understand and acknowledge that the proximity of the Property, and in particular certain of the Lots and Residences within the Property, to the Golf Course creates an inherently dangerous condition and subjects the Owner (and the Owner's guests or other persons who may from time to time be present on the Owner's property) to certain hazards, risks, injuries, damages and liabilities in the nature of, but not limited to, personal injury, death, damage and/or loss of enjoyment or use of property incident to golfing activities (including, but not limited to, golfers, errant or misdirected golf shots, golf balls, golf carts or other golf equipment, spectators and media) and/or incident to Golf Course maintenance and operational activities (including, but not limited to, the acts or omissions of Golf Course employees, agents and/or contractors, noise, dust, debris, inconvenience or disturbance related to maintenance carts/ vehicles, grass cutting, de-thatching, sprinkling, watering, irrigation and flooding (whether with potable or nonpotable water), fertilization, effluent application, insect, pest and varmint control and abatement and pesticide application).

Each Owner of a Lot or Residence, by acceptance of a deed therefor (whether or not it shall be so expressed in said deed), is further deemed to knowingly accept and assume the hazards, risks, injuries, damages and liabilities of the nature described above and/or associated generally with the operation or maintenance of a golf course amenity and/or the design and layout of the Golf Course and its related facilities, and to agree to be alert to, and take precautions against, such risks and hazards and further to warn and protect their Guests and other persons who may from time to time be present on their property of and against such risks and hazards.

The Association hereby disclaims any representation or warranty regarding any current or future ownership, use, zoning, development of or activity to be conducted on or in connection with the Golf Course which may affect the Property or any Lot, or any Residence located or to be located on any Lot. Owner hereby assumes and releases Association from any responsibility or liability for, and on behalf of itself and its successors and assigns, waives and releases any and all claims against, the Association and the Association's successors and assigns, relating to any and all hazards, risks, liabilities, effects, damages or injuries arising from any current or future ownership, use, zoning or development of, or any activity conducted on or in connection with the Golf Course, regardless of the nature, timing or character of the same, including

without limitation any injury or damage to Owner (and Owner's guests or other persons who may from time to time be present on the Owner's property).

ARTICLE 5 MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 5.1 Association Maintenance and Service Responsibilities.

(a) The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and keep in good repair in a workman like manner as a Common Expense those items set forth in Exhibit B of this Declaration.

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

(c) Maintenance of Common Area by Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Area or any portion of the Lot that is Association maintenance responsibility by an Owner or occupant shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

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

(e) Liability of Association.

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

(A) for injuries or damages arising after the Owner of a Lot has put the Association on written notice of a specific leak or flow from any portion of the Common Area or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility; and

(B) only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

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

(iii) The Association shall not be liable to any Owner, or any Owner's tenant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

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

Section 5.2 Owner's Maintenance Responsibility.

(a) Except as otherwise provided in this Declaration, each Owner shall have the obligation to maintain, repair and replace all portions of the Owner's Lot and the Limited Common Area appurtenant thereto as further set forth in Exhibit B of this Declaration.

(b) The Association, upon written resolution of the Board, shall have the authority to require all Owners to do any act or perform any work involving portions of the Community which are the Owner's maintenance responsibility, which will, in the Association's sole discretion, conserve common utilities.

(c) The Association shall have right, but not the obligation, to install water, electricity or other commonly provided utility conservation devices (including, but not limited to, toilets and shower heads) as a Common Expense of the Association. If the Association installs such equipment as a Common Expense and the utility provider has a rebate program, the Association shall be entitled to the rebate.

Section 5.3 Owner Responsibilities.

Each Owner shall have the responsibility to:

(a) perform their maintenance responsibility in such manner so as to not unreasonably disturb or put at risk other persons in Residences, on Lots, or on the Common Area.

(b) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible;

(c) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, their family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment; and

An Owner shall not be liable for injury or damage to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Lot or any Limited Common Area appurtenant thereto except if the Owner has failed to exercise due care in performing said maintenance. An Owner shall not be liable to any other Owner, or any Owner's occupant, guest or family or the Association for any damage or injury caused in whole or in part by the Owner's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Owner's failure to discharge its responsibilities.

Section 5.4 Mold.

Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in the Townhome, and the Common Area, including but not limited to appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation or air conditioning ducts. Owners shall immediately notify the Board in writing of the following:

- (a) any evidence of water leaks, water infiltration or excessive moisture in a Townhome;
- (b) any evidence of mold that cannot be removed by the Owner with a common household cleaner;
- (c) any failure or malfunction in heating, ventilation or air conditioning;
- (d) any inoperable doors, windows, heating, ventilation or air conditioning ducts.

The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners shall be responsible for any damage to their Lot and personal property, to any other Lot or the Common Area, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and/or damage within their Lot, to any other Lot or to the Common Area if the Owner fails to meet the requirements of this Section.

Section 5.5 Inspection, Repair and Replacement of Designated Owner Maintenance Components.

The Association shall have the right, but not the obligation, to conduct a periodic inspection, on a schedule to be determined by the Board of Directors, of designated Owner maintenance components as may be set forth in the Rules and Regulations. If, in the Board of Directors' sole discretion, the component needs to be maintained, repaired or replaced, the Association may provide such maintenance, repair or replacement (even though such component may be the Owner's responsibility) and the cost of such periodic inspection, maintenance, repair or replacement may be assessed against the Owner of the Townhome served by such component pursuant to this Declaration.

Section 5.6 Failure to Maintain.

If the Association determines that any Owner has failed or refused to discharge properly their obligation with regard to the maintenance, repair, or replacement of items of which they are responsible hereunder, then, except in the case of an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

Unless the Association determines that an emergency exists, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that: (I) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as provided in this Section; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become and be a lien against the Lot, and shall be collected as provided in this Declaration for the collection of Assessments.

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

ARTICLE 6 PARTY WALLS

Section 6.1 General Rules of Law to Apply.

Each wall which is built as a part of the original construction of a Townhome upon the Property and placed on the dividing line between Lots shall constitute a party wall. 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.

Section 6.2 Sharing of Repair and Maintenance.

The cost of reasonable repair, replacement and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 6.3 Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, 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 equal proportions without prejudice, however, subject 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 6.4 Liability for Negligence.

Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for in this Declaration, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and damages as a result of failure to do so.

Section 6.5 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 6.6 Dispute Resolution.

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

ARTICLE 7 ASSESSMENTS

Section 7.1 Creation of Association Lien and Personal Obligation to Pay Assessments.

Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, insurance Assessments (assessed in proportion to risk); utility Assessments, if levied, (assessed in proportion to usage), and such other Assessments as imposed by the Association.

Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent,

including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became or fell due.

The Association annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot against which the Common Expense Assessments are made.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

Common Expense Assessments shall be assessed against all Lots based on the allocated interests set forth in this Declaration.

Section 7.2 Basis of Assessments.

The Common Expense Assessment may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

Section 7.3 Annual Assessment.

The budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by votes of Owners representing a majority of the total Association vote. Assessments for Common

Expenses shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 7.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

The proposed Special Assessment may be vetoed by a majority of the total Association vote. A proposed Special Assessment will be ratified unless Owners representing more than a majority of the votes allocated to the Lots that will be subject to the special Assessment vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 7.5 Supplemental Assessments.

The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

(a) Those amounts expended by the Association for the benefit of any individual Lot or Lots any occupant(s) thereof, including but not limited to: Lot insurance; improvement, repair, replacement and maintenance specific to a Lot or Lots; improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, their guest, employee, licensee, lessee or invitee as set forth in this Declaration;

(b) Those amounts expended by the Association for the benefit of any individual Lot or Lots any occupant(s) thereof, including but not limited to: the costs of maintenance, repair, and replacement relating to any Limited Common Area appurtenant to a Lot or Lots including common/shared driveways;

(c) Any extraordinary maintenance, repair, improvement or replacement costs of any area which the Association maintains required on fewer than all the Lots;

(d) Any extraordinary insurance costs incurred as a result of the value of a particular Owner's Residence or the actions of an Owner (or his agents, guests, licensees, invitees or lessees);

(e) All fines and costs assessed against an Owner pursuant to the Governing Documents; and

(f) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

Section 7.6 Application of Payments.

All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied first to any delinquent Assessments, then to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents.

Section 7.7 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge, or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 60 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors which may not exceed 8% per annum, or such higher amount allowed by law, to accrue monthly from the due date. The Association may also assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Failure to make payment within 60 days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

(c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally

obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant their Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 7.8 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 7.9 Borrowing.

The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of at least 51% of all Owners.

ARTICLE 8 RESTRICTIONS

Section 8.1 Flexible Application of the Subsequent Covenants and Restrictions.

All Lots within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 8.2 Authority.

All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of the Governing Documents and/or regulations, and Owners will be responsible for fines assessed against them based on violations committed by their tenants, guests, and invitees for violations.
- (d) All fines imposed are collectable as Assessments.

Section 8.3 Use/Occupancy.

All Lots within the Community shall be used only for those uses and/or purposes permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling

except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and does not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner on the Lot.

Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi-trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Section 8.4 Leasing and Occupancy.

Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

- (a) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, regardless of whether the Owner resides on the Lot or not.
- (b) Short term occupancies and rentals of Lots of less than 90 days shall be prohibited without prior written permission from the Association.
- (c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.
- (d) Each Owner who leases their Lot shall provide the Association, upon request, a copy of the current lease and tenant information.
- (e) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(f) All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

(g) Leases shall be for or of the entire Lot.

(h) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(i) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 8.5 Landscaping Requirements and Restrictions.

The landscaping of each Lot, with the exception of the courtyards shall be maintained by the Association in a good, neat, attractive and well-kept condition, whether xeriscaped or turf, which shall include lawns, if any, mowed, hedges, shrubs, and trees pruned and trimmed, and removal of weeds and debris. Owners are solely responsible for maintaining courtyards.

No trees, surface boulders, or natural vegetation, or other surface feature of a Lot shall be removed from any Lot, except those that would unreasonably interfere with the actual construction of a Residence. Each tree removed shall be replaced with a tree or trees of similar size, unless otherwise approved by the Architectural Control Committee.

Section 8.6 Restrictions on Pets.

Pets shall be subject to the Rules and Regulations and may be kept on a Lot, *if* the Pet is not a nuisance to other residents. Up to three total Pets shall be permitted on a Lot. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or residents in the Community, as may be further defined in the Rules and Regulations.

If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any.

Pet enclosures must comply with the Association's Rules and Regulations and shall require approval of the Architectural Control Committee pursuant to the terms of this Declaration.

Pets may not be kept for any commercial purposes. When on Common Area, Pets must be on a leash and under control. Feces left by Pets upon the Common Area must be removed promptly by the owner of the Pet or the person responsible for the Pet. Pets shall not be allowed to defecate or urinate on any patio or balcony in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 8.7 Antennae.

"Permitted Antennas" are defined as:

- (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite;
- (b) an antenna which one meter or less in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite;
- (c) an antenna which is designed to receive or broadcast television signals; or

(d) other antennas which are expressly permitted under applicable federal statutes or regulations.

In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station, or similar device of any type shall be erected, installed, or maintained on a Lot.

Section 8.8 Tanks.

No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill, shall be erected, placed or permitted upon any Lot without the prior written approval of the Association.

Section 8.9 Nuisances.

No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any Common Area, or any portion of the Community by residents. Nuisance shall be further defined in the Rules and Regulations.

Section 8.10 Vehicular Parking, Storage, and Repairs.

(a) Parking upon any Common Area shall be regulated by the Association.

(b) Overnight parking on Association owned streets or Common Areas shall be prohibited.

(c) Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

(d) The following may not be parked or stored within the Community, unless such parking or storage is within a garage on a Lot, or unless authorized in writing by the Association or is otherwise exempted by Colorado law: oversized vehicles, commercial vehicles, vehicles with commercial writing on their exteriors, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked as a temporary expedience for loading or delivery of goods or services; provided, however, overnight parking of the same is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of any Common Area, Lots, or any improvement located thereon.

(e) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable, unlicensed or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.

(f) No motor vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community or interfere with the reasonable needs of other residents to use their driveway, streets, or guest parking within the Community.

(g) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing, provided washing is done with a hose with a shut off valve to prevent waste of water.

(h) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall be prohibited.

(i) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact

regarding the alleged violation. A notice also shall be conspicuously placed at the Community stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder.

(j) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot or Townhome, is parked in a space which has been assigned as exclusively serving another Lot, or otherwise creates a condition in violation of the law which allows for immediate towing, no notice shall be required and the vehicle may be towed or booted immediately.

(k) If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 8.11 Use of Common Area.

There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association.

Section 8.12 No Annoying Lights, Sounds, or Odors.

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

Section 8.13 No Hazardous Activities/Inflammables.

No activity shall be conducted on and no improvement shall be constructed on any Property within the Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Community.

No open fires shall be lighted or permitted on any Property within the Community except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

No Owner shall use or permit to be brought into or stored on any Lot any inflammable oils or fluids such as gasoline, kerosene, naphtha, or benzene in large enough quantities to be deemed hazardous to life, limb or property.

No coal or other type of fuel which gives off smoke shall be used for heating, cooking or any other purpose; provided, however, the foregoing restriction shall not be deemed to apply to the occasional burning of wood in a fireplace or charcoal or other fuel in a barbecue. No trash or garbage shall be burned on the Property. No barbecue or other outdoor cooking appliance or area shall be located in such a manner as to causes a nuisance to any nearby Residence.

Section 8.14 Restrictions on Storage.

Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot unless the same, in each instance, is expressly permitted in writing by the Association.

No building materials shall be stored on any Lot except temporarily during continuous construction of a Residence or other structure or improvement on a Lot.

Owners shall deem to hold the Association harmless from any claim resulting from any drying areas or yards, service yards, shops, equipment, storage or storage areas maintained on their Lot.

Section 8.15 Construction Debris.

Construction debris may not be dumped or left within the Property. During the period of construction of a Residence or other improvement on a Townhome Lot, the Owner of the Townhome Lot or his contractor shall control dirt and dust, keep surrounding properties and streets reasonably clean and keep construction debris confined in a trash receptacle. All construction debris which is blown by the wind onto nearby properties or streets shall be collected and placed in the trash receptacle on a daily basis. Trash shall be removed from the Townhome Lot at least once a week during the construction period. Contractors, subcontractors and construction personnel shall

have the right to enter upon unimproved Townhome Lots and the Common Area to pick up and retrieve construction debris, but shall not enter upon any improved Townhome Lot for such purpose without the express permission of the Owner of such Townhome Lot.

Section 8.16 Restriction on Signs and Flags.

Signs, posters, billboards, and flags (including flag poles) may be displayed in accordance with Colorado law. The Association may prohibit signs and flags bearing commercial messages, and may establish reasonable, content-neutral regulations addressing the number, placement, or size of the signs and flags, and other objective factors as permitted by Colorado law.

Section 8.17 Outbuildings.

An "outbuilding" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, playhouses, swing sets, playground equipment, trailers, mobile homes, tents, shacks, barns, or detached garages or carports, shall be allowed on any Lot unless approved in writing by the Board of Directors or the Architectural Control Committee. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.

Section 8.18 Trash and Recycling Removal Restriction.

No garbage, refuse, rubbish, recycling, or cuttings shall be deposited on any street, road or any Common Area or on any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner. The Association shall have the exclusive right to engage a recycling removal contractor on behalf of the Owners. The Master Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners.

Section 8.19 Prohibition of Marijuana Distribution and Growing for Commercial Purposes.

No Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana or medical marijuana for commercial purposes or for outside grows of the same. This prohibition may further be clarified by the Board of Directors through Rules and Regulations.

Section 8.20 Prohibited Activities.

No Owner or occupant of a Lot may engage in any hoarding, creating conditions conducive to indoor fires, allowing Residences to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Residences in the Community.

Section 8.21 Restriction on Mining and Drilling.

No derrick or other improvement designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum, or other hydrocarbon substances be produced from any well located upon, in or under any Lot.

Section 8.22 Underground Utilities.

All utilities, including electric, cable television, radio, and telephone transmission lines, but excluding lighting standards and customary service devices for access, control or use of utilities as permitted by the Architectural Control Committee, shall be installed underground. No overhead utility lines shall ever be installed or maintained on any portion of the Property except during the construction of a Residence when the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 8.23 Restrictions on Structural Alterations and Exterior Improvements.

No structural alterations to any Townhome or any Common Area or Limited Common Area shall be done by any Owner, without the prior written approval of the Association. No improvement to the exterior of a building which includes a Townhome or to the Common Area shall be constructed, erected, placed or installed within the Community unless complete plans and specifications thereto shall have been first submitted to and approved in writing by the Association.

Section 8.24 Placement and Usage of Rain Barrels.

(a) Residents who choose to collect precipitation from their rooftops must use rain barrels. A Rain Barrel is defined as a storage container with a sealable lid located above ground outside of a residential home that is used for collecting precipitation from a downspout of a rooftop.

(b) This paragraph does not confer upon an Owner the right to place a rain barrel on property or to connect a rain barrel to any Property that is:

- (i) Leased, except with permission of the lessor;
- (ii) A Common or a Limited Common Area of the Association;
- (iii) Maintained by the Association; or
- (iv) Attached to one or more other Residences, except with permission of the owners of the other Residences.

(c) Written Committee approval is required prior to placement of Rain Barrels on a Lot.

(d) No more than two Rain Barrels with a combined storage capacity of 110 gallons may be utilized at any given time;

(e) Rain Barrels must be placed in the back of the house so as not to face or be visible from the street.

(f) Rain Barrels must be mosquito resistant, commercially manufactured, and harmonize with the color scheme of the home.

(g) Collected precipitation collected must be utilized for the Lot upon which it is collected and may only be used for outdoor purposes such as lawn irrigation. Collected precipitation may not be utilized for any indoor purposes or as drinking water.

Section 8.25 Rules and Regulations.

In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 8.26 Compliance with Governing Documents.

Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association and the Master Association Governing Documents, as amended.

Section 8.27 Use of the Words The Greens at Kissing Camels Estates Townhomes and The Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc.

No resident or Owner shall use the words The Greens at Kissing Camels Estates Townhomes or The Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc. or the logo of the Community or Association, if any, or any derivative

thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 9 ARCHITECTURAL APPROVAL/DESIGN REVIEW

Section 9.1 Required Approval.

No structures, including residences, outbuildings, accessory buildings, tennis courts, swimming pools, antennas (except as otherwise permitted under this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any alteration or change to the exterior of the improvements, the exterior of a Townhome, to a Lot or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Control Committee ("Committee") as may be outlined in the Rules and Regulations.

Only house numbers and mail boxes which were installed by the Association or approved by the Committee shall be used and maintained on any Lot within the Community. The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), as well as such other materials and information as may be required by the Committee.

Section 9.2 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;
- (b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;
- (c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

(d) Owners, by submitting an application for approval, hereby certify:
 (i) they will construct or modify improvements located only on their own Lot or upon Property which they have permission to construct, modify or improve; and
 (i) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property.

(e) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;

(f) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection;

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

(h) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(i) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at their expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 9.3 Architectural Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of improvements on nearby Lots, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set forth in this Declaration. Upon its review of such plans, specifications and submittals, the Committee may require that the

applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process.

Section 9.4 Establishment of the Committee.

The Committee shall consist of a minimum of three members appointed by the Board of Directors. If no Committee is appointed, the Board of Directors shall act as the Committee. The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 9.5 Architectural Guidelines.

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

Section 9.6 Reply and Communication.

The Committee shall reply to all submittal of plans made in accordance herewith in writing within 60 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 60 days after the Committee has received the plans and specifications, approval shall be deemed to be denied. All communications and submittals shall be addressed to the Committee in care of the Association.

Section 9.7 Condition of Approval.

In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of an application in recordable form acknowledged by such Owner on behalf of themselves and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of themselves and their successors-in-interest affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 9.8 Commencement and Completion of Construction.

All improvements approved by the Committee must be commenced within one year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies,

critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within one year of commencement.

Section 9.9 Variances.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 9.10 Right to Appeal.

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

Section 9.11 Waivers.

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

Section 9.12 Liability.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. The Committee shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

Section 9.13 Enforcement.

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

ARTICLE 10 INSURANCE

Section 10.1 Insurance to be Carried by the Association.

The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. All insurance purchased by the Association shall be purchased from companies with ratings of "A" or better, to the extent that insurance is available at reasonable cost to the Association through such companies.

Section 10.2 Real Property Insurance on the Residences and Common Areas.

(a) The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for the Common Areas, all insurable improvements located on the Common Areas, and the other property of the Association. The Association may also obtain insurance on certain exterior components of the Residences as set by resolution of the Board. The Association may carry such other and further insurance that the Board considers appropriate. Such insurance may include, but is not limited to, insurance on the Residences for broad form covered causes of loss. If the Association, in its sole discretion, decides to carries such insurance, the total amount of insurance must not be less than the full insurable replacement costs of the insured property less reasonable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, paved areas, landscaping and other items normally excluded from property policies. At least 60 day's written notice shall be given to all Owners regarding the Association's assumption or removal

of this insurance from the Association's policy. As of the date of recording of this Declaration, the Association has assumed Townhome Residence insurance as outlined in Exhibit B.

(b) If the Board of Directors changes policies so that a lesser level of coverage is provided, the Board shall notify all Owners in writing at least 10 days prior to the commencement of the policy with reduced coverage.

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

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

(e) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent 100% of the replacement value of all facilities in the Common Area except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as permitted under this Article.

(f) At least every three years, the Association may obtain an appraisal for insurance purposes which shall be maintained as a permanent record showing that the insurance in any year represents 100% of the replacement value of each Lot and the facilities in the Common Area.

(g) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

Section 10.3 Association Flood Insurance.

The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 10.4 Liability Insurance.

The Association shall obtain a comprehensive policy of public liability and property damage liability insurance covering all of the Residences (excluding liability within each Townhome) and the Common Areas, including structural coverage of the Residences, in such limits as the Board may from time to time determine, but not in any amount less than a combined single limit of \$1,000,000.00, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Lots and the Common Area. The foregoing liability insurance shall name the Association as the insured.

Section 10.5 Fidelity Insurance.

The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees, volunteers and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The clause "officers, directors, trustees and employees" shall not include any officer, director, agent or employee of any independent, professional manager or managing agent heretofore or hereafter employed by the Association. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, as required by law. If the Association retains a Managing Agent, the Managing Agent shall be required to provide such fidelity insurance covering itself and its employees and naming the Association as the loss payee.

Section 10.6 Workers Compensation.

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

Section 10.7 Director and Officer Liability Insurance.

The Association shall purchase directors' and officers' insurance in an amount reasonably necessary to protect the directors and officers.

Section 10.8 Other Insurance.

The Association may obtain insurance against such other risks, of similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 10.9 Miscellaneous Terms Governing Insurance Carried by the Association.

The Association shall maintain, to the extent reasonably available and necessary, policies with the following terms or provisions:

- (a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.
- (b) All policies of insurance shall contain waivers of subrogation against any Owner or member of their household.
- (c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least 45 days prior written notice to all of the Owners, holders of First Mortgages and the Association.
- (d) If requested, certificates of insurance and renewals thereof, together with proof of payments of premiums, shall be delivered to all First Mortgagees at least 10 days prior to expiration of the then current policies.
- (e) All liability insurance shall be carried in blanket form naming the Association, the Board, the manager or managing agent, if any, and the officers of the Association, as insureds.
- (f) Prior to renewing casualty insurance and not less than every three years, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement cost of the Residences and the Common Area, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause.

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

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

Section 10.10 Insurance Obtained by Owners.

Each Owner shall be responsible for maintaining insurance which covers his Lot to the extent not covered by policies maintained by the Association. Such insurance shall include, but may not be limited to, furnishings and personal or other property in the Residence and liability insurance for injury, death or damage on the Lot. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

Section 10.11 Insurance Premium.

Except as assessed in proportion to risk or insurance obtained by owners, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 10.12 Managing Agent Insurance.

The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage, as set forth in the managing agent agreement.

Section 10.13 Waiver of Claims Against Association.

As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another and the Board, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by these persons.

Section 10.14 Adjustments by the Association.

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

Section 10.15 Duty to Repair.

Any portion of the Property and Common Area for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Owner.

Section 10.16 Condemnation and Casualty Insurance Allocations and Distributions.

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

Section 10.17 Responsibility for Payment of Deductible Amount.

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

- (a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area unless the damage

is the liability of an Owner, his family, guests, or invitees, as set forth in this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration. Any Owner who receives the proceeds of any Association insurance shall be responsible for the payment of the deductible in proportion to the percentage of insurance proceeds received. Such deductible shall be due within 10 days of notification and shall be considered a Common Expense Assessment allocated directly to the Lot and shall be collected as provided in this Declaration.

(b) Any loss falling within the deductible portion of the Association policies to property for which Owners have repair and maintenance responsibility shall be paid or absorbed by the Owners of the Lots involved in the same proportion as each Owner's claim bears to the total amount of insurance proceeds paid for the occurrence.

(c) The Owner shall pay or absorb the deductible for any loss to the Lot that would be the responsibility of the Owner in the absence of insurance unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible. If a negligent Owner fails to pay the deductible for damage to a Lot, the Association may, but shall not be obligated to seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of Assessments.

(d) If a Lot or Party Wall is damaged, then the Owner of that Lot or the Owners sharing the Party Wall shall have primary responsibility, either directly or through his insurance company, for handling and paying for, any work, repairs, reconstruction or replacement.

Section 10.18 Insurance Assessments.

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

Section 10.19 Association as Attorney-in-Fact.

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

Section 10.20 Payment of Claims to Delinquent Owners.

Notwithstanding anything to the contrary in this Declaration, the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in payment of Assessments owed to the Association under this Declaration hereof, then the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

ARTICLE 11 MISCELLANEOUS AND GENERAL PROVISIONS

Section 11.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote or use Common Area;

(iii) exercising self-help or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

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

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

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

(c) In addition to any other enforcement rights, if an Owner fails to properly perform their maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to

exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action.

Section 11.2 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 11.3 Covenants to Run.

All of the covenants, easements, servitudes and provisions contained in this Declaration shall be a burden on the title to all of the lands within the Property, and the benefits thereof shall inure to the owners of all of the lands within the Property.

Section 11.4 Termination.

Termination of this Common Interest Community shall be in accordance with the Act.

Section 11.5 Attorney Fees.

If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 11.6 Amendment of Declaration by Owners.

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Members holding at least Owners holding at least 56% (fifty six percent) of the total votes in the Association. Said votes may be obtained in any method

allowed by the Governing Documents of the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the El Paso County, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 11.7 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 11.8 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neutral.

Section 11.9 Captions.

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

Section 11.10 Non-Waiver.

Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 11.11 Conflict of Provisions.

In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 11.12 Challenge to this Amendment.

All challenges to the validity of this amendment must be made within one year after the date of recording of this document.

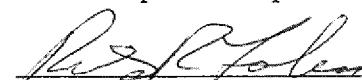
Section 11.13 Severability.

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

The undersigned, being the President and the Secretary of The Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., hereby certify that the Association has obtained written approval of this Amended and Restated Declaration from Owners holding at least 67% of the total votes in the Association. Alternatively, a Court Order entered by the District Court for El Paso County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

THE GREENS AT KISSING CAMELS ESTATES
TOWNHOMES HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By:


President

ATTEST:

By:

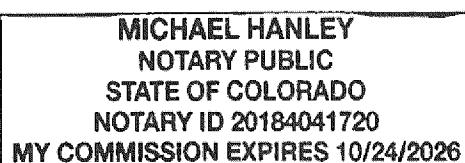

Ana Guel
Secretary

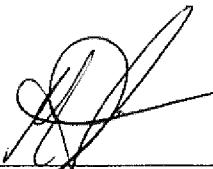
STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing was acknowledged before me this 12 day of
August, 2024, by Robert Lohse, as President of The
Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., a
Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 10-24-2026

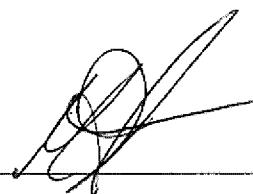
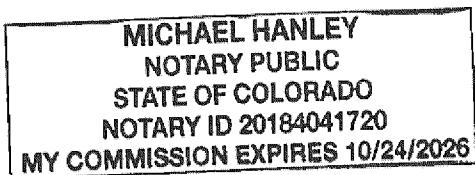



Notary Public

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

The foregoing was acknowledged before me this 12 day of
August, 2024, by Ama Couch, as Secretary of The
Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc., a
Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 10-24-2026



Notary Public

EXHIBIT A
PROPERTY AND EASEMENTS

Lots 1, 2, and 3, THE GREENS AT KISSING CAMELS ESTATES FILING NO. 1, El Paso County, Colorado, according to the Plat thereof dated August 31, 2000, and recorded September 20, 2000, in the real estate records of the El Paso County Clerk and Recorder at Reception No. 200113948 subject to the following recorded easements and licenses:

1. All covenants, conditions, restrictions, exceptions, easements and other encumbrances and matters of record.
2. All covenants, conditions, restrictions, exceptions, easements and other encumbrances reflected on or imposed by that certain Plat of THE GREENS AT KISSING CAMELS ESTATES FILING NO. 1, El Paso County, Colorado, dated August 31, 2000, and recorded September 20, 2000, in the real estate records of the El Paso County Clerk and Recorder at Reception No. 200113948.
3. Any and all right, title or interest of Kissing Camels Property Owners Association by virtue of that certain Certificate of Incorporation of Kissing Camels Property Owners' Association filed of record with the Colorado Secretary of State on or about May 23, 1960.

EXHIBIT B
MAINTENANCE OBLIGATIONS

Per the Act, **all maintenance required to be performed by the Association is done at such a time and in such a manner as the Association shall determine.** Requests for immediate repair or maintenance are rarely honored and then only in cases the Association determines to be an emergency. Maintenance is performed on a schedule and in a way that is designed to minimize cost to the Association while maintaining an overall community aesthetic.

Maintenance, as the term is used in our Covenants, does NOT INCLUDE correction of building defects in the original construction nor casualty losses typically covered by insurance. It also does not include correction of damage to property caused by a lot owner's misuse or negligence or that results from a lot owner's repair or modification of an improvement (home) or landscaping. For this reason, Lot Owners are advised to have their Lot and/or home carefully inspected before purchase. They are also advised to secure ACC approval before modifying any element of a building exterior, landscaping, driveway, walkway, or yard art. Even with ACC approval, these Lot Owner improvements are not maintained by the Association.

Maintenance of landscaping does NOT INCLUDE replacement of dead plants or yard art. Maintenance is done with the objective of maximizing the efficiency and appearance of the entire community, not compliance with specific Lot Owner requests or prior landscaping or plantings. Those items listed as "Association Responsibility" may be funded by annual assessments, special assessments or supplemental assessments that apply only to the owners who benefit from that particular maintenance project.

The following are maintenance obligations of The Greens at Kissing Camels Estates (Association), maintenance obligations of the individual lot owners and/or current practices of the Kissing Camels Property Owners Association (KCPOA):

- **Air conditioning and heating systems** (including all exterior compressors or other auxiliary equipment) – *Lot owner responsibility for maintenance.*
- **Antennae and satellite dishes** – *Lot owner responsibility for maintenance.*
- **Asphalt on Hill Circle and Reserve Point** – *Currently maintained by KCPOA.*
- **Awnings and sunscreens** – *Lot owner responsibility for maintenance.*

- **Building inspection at time of sale.** (All regular repairs and maintenance are performed in a manner and on a schedule determined by the Association). *The Association will only make repairs on the Association schedule and shall not be responsible for necessary repairs which are needed during an unscheduled period of time such as immediately preceding or following the sale of a Residence.*
- **Concrete curbs, gutters, and parking pads on Reserve Point** – *Association responsibility for maintenance.*
- **Curbs and gutters on Hill Circle** – *Currently maintained by KCPOA.*
- **Decks, Porches, and Patios**
 - **Maintenance of all deck components, (to include repair or replacement required by normal wear or use EXCEPT painting as described below)** – *Lot owner responsibility for maintenance.*
 - **Maintenance of patios** – *Lot owner responsibility for maintenance or replacement*
 - **Removing stains or debris** – *Lot owner responsibility for maintenance.*
 - **Snow removal** – *Lot owner responsibility*
 - **Painting (but not other maintenance) of visible deck frame, trim, fascia, rails, and soffits** – *Association Responsibility*
- **Railings** – *Lot owner responsibility for maintenance and Association responsibility for painting*
 - **EXCEPT** pet enclosures/dog runs and external spiral staircases connecting a deck to the ground, *which are lot owner responsibility for maintenance and painting.*
- **Defect in building** (Including damage to home's interior resulting from building defect or any defect in the original construction, grading or landscaping) – *Lot owner responsibility.*
- **Doors and metals** (Damage from homeowner modification such as door knocker or décor) – *Lot owner responsibility for damage.*
- **Exterior surface of door** – *Association responsibility for maintenance but not including damage from door modifications.*
- **Door Glass** - *Lot owner responsibility for maintenance.*

- **Operation of door** (Including latch and hinges) – *Lot owner responsibility for maintenance.*
- **Windows** (Exterior metal frame) – *Association responsibility for maintenance.*
- **Window Glass** – *Lot owner responsibility for maintenance.*
- **Garage doors** (Exterior surface of door) – *Association responsibility for maintenance.*
- **Interior Garage Door Components** (Including door rail, rollers, and opener operation) – *Lot owner responsibility for maintenance.*
- **Operation of windows** (To include latching, closing mechanism, weather stripping & plastic drip edge) – *Lot owner responsibility for maintenance.*
- **Driveway and Sidewalks** (Removing stains or debris) – *Lot owner responsibility for maintenance. (See Also, Snow Removal)*
- **Driveway and Sidewalks Repair of structure** (If concrete in driveway is at least 6 inches thick or meets other criteria established by Association) – *Association responsibility for maintenance.*
- **Electrical Bulb replacement** (In external lights on garage front that are controlled by Photocell) – *Association responsibility.*
- **Other exterior lights** – *Lot owner responsibility.*
- **Outdoor speakers** – *Lot owner responsibility for maintenance.*
- **Fountains** – (See yard art)
- **Golf course operations** (All damage or injury resulting from errant golf balls or other golf course operations) – *Lot owner responsibility.*
- **Grills, either portable or built in** – *Lot owner responsibility for maintenance.*
- **Gutters and Downspouts Cleaning and Repair** – *Association responsibility (schedule selected by Association).*
- **Exterior Building Painting** – *Association responsibility for maintenance (schedule selected by Association).*
- **Courtyard walls** – *Association responsibility for maintenance.*

- **Door knockers or door décor** (Including any damage to the door because of knockers or décor -*Lot owner responsibility for maintenance*.)
- **Painting wood fascia, trim and supports** – *Association responsibility for maintenance*.
- **Radon abatement equipment** – *Lot owner responsibility for maintenance*.
- **Pet doors** – *Lot owner responsibility*
- **Gate locks, latches, and hinges** - *Lot owner responsibility for maintenance*.
- **Stone and stucco siding** – *Association responsibility for maintenance*.
- **Window wells** (Removing debris) – *Lot owner responsibility*.
 - ⊖ **Walls of Window Wells**- *Association responsibility for maintenance*.
 - ⊖ **Grates and ladders** - *Association responsibility for maintenance*.

Home interior

- **Any component of a home's interior** – *Lot owner responsibility for maintenance*.
- **Homeowner improvements and personal property** (Including damage from homeowner improvements) – *Lot owner responsibility for maintenance*

Landscaping

- **Drainage, grading and “dry creeks”** – *Association responsibility for maintenance*.
- **Ground cover** - *Association responsibility*
- **Owner installed ground cover** - (All improvements to the ground cover installed by individual lot owner) – *Owner responsibility for maintenance*.
- **Private plantings** (Those not installed by Association) - *Lot owner responsibility for maintenance*.
- **Association contract for landscaping** – (The current contract(s) for landscape maintenance are usually on-line in the homeowners' section of the Greens Website.) – *Association responsibility*.

- **Additional weeding, plantings, or landscaping in proximity to residence** - (Many Lot owners do provide these services in addition to HOA services provided. These additions must be approved by the ACC but do make a valuable and attractive addition to the Greens for which their neighbors are grateful.) - *Lot Owner responsibility for any additional weeding, planting or landscaping.*
- **Irrigation and maintenance of irrigation system** - *Association responsibility for maintenance.*
- **Lawn mowing, edging, fertilizing, and aerating** - *Association responsibility for maintenance.*
- **Mulch turning** - (The landscape contract provides for mulch turning but not for mulch replacement.) - *Association responsibility.*
- **Mulch replacement or supplement** - (Done only as budget permits on schedule selected by Association.) - *Association responsibility.*
- **Seasonal trimming and debris removal** - *Association responsibility.*
- **Plant or turf replacement and replenishment** - *Association responsibility (at discretion). This does not guarantee replacement of plants or replacement of plants with like plants. Also, typically the Association does not replace plants within five years of new construction or new landscaping (these replacements may be covered by original landscape installer).*
- **Plantings inside courtyards** - *Lot owner responsibility (Association provides original irrigation system and water access, but Lot owner is responsible for irrigation maintenance and modification thereafter.)*
- **Private plantings and improvements** - (Made by an owner and the irrigation system needed to serve those private plantings) - *Lot owner responsibility for maintenance.*
- **Retaining walls** - *Association responsibility for maintenance.*
- **Tree fertilization and pest control** - (In a manner and on a schedule determined by the Association) - *Association responsibility.*
- **Undeveloped lots** -

- **Mowing to meet minimum KCPOA standards** of about one foot and shorter near the street) – *Association responsibility.*
- **Irrigation or plantings** – *Lot owner responsibility.*
- **Weeding** – (The Association provides professional herbicide treatment but does not provide hand weeding) – *Association responsibility.*
- **Pest control inside home** – (Including common pest control such as spraying for insects or arachnids) – *Lot owner responsibility.*
- **Pest Control Outside home** – *Association responsibility (performed in a manner and on a schedule determined by the Association).*
- **Plumbing** (Including all internal plumbing and fixtures and external spigots or hose bibs and sump pumps) – *Lot owner responsibility.*
- **Roof Inspection** – *Association responsibility*
- **Roof Maintenance (including replacement if needed because of age or normal wear)** – *Lot owner responsibility for maintenance (performed in a manner as determined by the Association)*
- **Internal damage resulting from roof leaks** – *Lot owner responsibility for internal maintenance of personal property.*
- **Snow removal from driveways and sidewalks** – *Association responsibility (performed in a manner and on a schedule determined by the Association).*
- **Trash collection and Recycling** – (Currently trash collection provided by KCPOA & recycling provided by Association) – *Association responsibility.*
- **Windows** – (See Doors and Windows).
- **Yard art and fountains** – (Including mounting fixtures and bases) – *Lot owner responsibility for maintenance.*