

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WOOD RUN HOMEOWNERS ASSOCIATION.

WHEREAS, Wood Bros. Homes, Inc., as Declarant, filed in the records of Jefferson County, Colorado, on October 30, 1978, under Reception #78099758, a Declaration of Covenants, Conditions and Restrictions for certain property in the City of Arvada, County of Jefferson, State of Colorado, which is more particularly described as:

Lots 1 through 15, inclusive, Block 1; Lots 1 through 29, inclusive, Block 2; Lots 1 through 11, inclusive, Block 3; Lots 1 through 16, inclusive, Block 4; Lots 1 through 15, inclusive, Block 5; Lots 1 through 12, inclusive, Block 6; Lots 1 through 12, inclusive, Block 7; Lots 1 through 9, inclusive, Block 8; Lots 1 through 4, inclusive, Block 9; Lots 1 through 19, inclusive, Block 10; Lots 1 through 19, inclusive, Block 11; (and Tract "B") all in Wood Run Filing No. 3; and

WHEREAS, amendments to said Declaration were filed in the records of Jefferson County, Colorado: on October 3, 1979, under Reception #79090295; and on September 22, 1981, under Reception #81069546; and

WHEREAS, the Declaration provides in Article IX, Section 3 for the amendment of the Declaration; and

WHEREAS, the Declarant is no longer a Class B member of the Association and therefore as provided in Article IX, Section 3 of the Declaration, this Amended and Restated Declaration must be signed by the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, the undersigned Owners desire to amend and restate the Declaration;

NOW, THEREFORE, the undersigned, constituting not less than seventy-five percent (75%) of the Owners of the Lots, amend in its entirety and restate the Declaration as follows:

THE OWNERS of certain property in the City of Arvada, County of Jefferson, State of Colorado, which is more particularly described as:

Lots 1 through 15, inclusive, Block 1; Lots 1 through 29,

inclusive, Block 2; Lots 1 through 11, inclusive, Block 3; Lots 1 through 16, inclusive, Block 4; Lots 1 through 15, inclusive, Block 5; Lots 1 through 12, inclusive, Block 6; Lots 1 through 12, inclusive, Block 7; Lots 1 through 9, inclusive, Block 8; Lots 1 through 4, inclusive, Block 9; Lots 1 through 19, inclusive, Block 10; Lots 1 through 19, inclusive, Block 11; (and Tract "B") all in Wood Run Filing No. 3

HEREBY DECLARE that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the propose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to the Wood Run Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Member" shall mean and refer to the Owners of the Lots as further described in Article III of this Amended and Restated Declaration.

Section 4. "Properties" shall mean and refer to that certain real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association is described as follows:

Tract "B", Wood Run Filing No. 3, City of Arvada, County of Jefferson, State of Colorado

Section 6. "Lot" shall mean and refer to any privately owned plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Perimeter Fence" shall mean and refer to the fences as installed by the Association or the Declarant, which are located as follows: on the rear boundaries of Lots 1 through 15, inclusive, Block 1; Lots 1 through 17, inclusive, Block 10; and Lots 1 through 19, inclusive, Block 11; on the street-facing side boundaries of Lot 1, Block 1; Lot 1 and Lot 19, Block 11; and Lot 1 and Lot 19, Block 10; and the fences as installed by the Association or the Declarant which are located on the street-facing exterior boundaries of the Common Area.

ARTICLE II - OWNERS RIGHTS TO USE OF COMMON AREAS AND FACILITIES

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the right to use the Common Area and facilities by an Owner: for any period during which any assessments or charges against that Owner's Lot remain unpaid; for a period not to exceed sixty (60) days for any infraction by that Owner, or that Owner's family or guests, of its published rules and regulations for the use of the Common Areas and facilities; and as provided in of Article IV, Section 10 of this Amended and Restated Declaration;
- (c) The right of the Association to sell, dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that an instrument agreeing to such sale, dedication or transfer signed by the Owners of not less than seventy-five percent (75%) of the Lots has been filed in the records of Jefferson County, Colorado;
- (d) The right of the Association to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Areas and facilities, provided that any such merger, consolidation or annexation shall have the written assent of the Owners of not less than seventy-five percent (75%) of the Lots; and

(e) The right of the Association, in accordance with Article V (e) of the Amended and Restated Articles of Incorporation, to borrow money for the purpose of improving the Common Area and facilities and the Perimeter Fence and in aid thereof, to mortgage or otherwise encumber said property.

Section 2. Delegation of Use. Any Owner may delegate the Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's family, the Owner's tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

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

Section 2. All Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In any matter requiring the written assent of the Owners of the Lots, when more than one person owns an interest in any Lot the signature of any one of the Owners of that Lot shall be deemed to provide the assent of all of the Owners of that Lot.

Section 3. The Association shall have the right to suspend the voting rights of any Member for any period during which any assessments or charges against that Member's Lot remain unpaid, as well as according to the provisions of Article IV, Section 10 of this Amended and Restated Declaration.

ARTICLE IV - COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments and Charges. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, (2) charges for trash removal and recycling services, as provided in Article VII,

Section 4 of this Amended and Restated Declaration, (3) reimbursement assessments as provided in Article X, Section 2(b) of this Amended and Restated Declaration, (4) non-compliance assessments levied by the Association as provided in Section 10 of this Article IV, and (5) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments and charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or charge, or any installment thereof, becomes due. The personal obligation for delinquent assessments and charges shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and facilities and the Perimeter Fence.

Section 3. Maximum Increases in Annual Assessments.

(a) The maximum annual assessment for each Lot for the 1995 assessment period, from March 1, 1995 through February 29, 1996 shall be \$201.60.

(b) The maximum annual assessment may be increased each year by not more than 5% above the maximum assessment permitted for the previous year without a vote of the Owners of the Lots.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The maximum assessment may be increased above 5% with the assent of the Owners of not less than seventy-five percent (75%) of the Lots who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and facilities and the Perimeter Fence, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Owners of not less than seventy-five percent (75%) of the Lots who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to vote sixty percent (60%) of all the Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, and charges for trash removal and recycling, must be fixed at a uniform rate for all Lots.

Section 7. Determination of Annual Assessments and Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The beginning and ending dates of the Association's annual assessment period may be modified by the Board of Directors from time to time. Assessments may be collected on a bi-annual basis, or on any other basis as determined by the Board from time to time, and the due dates for payment of assessments and charges shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments and charges on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments and charges on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or charge, other than a Non-Compliance assessment as provided under Section 10 of this Article, not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum, and a late fee of 10% of the outstanding balance may be charged, at the discretion of the Board. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by non-use of the Common Area or facilities or abandonment of his/her Lot.

Section 9. Subordination of the Lien to First Mortgages and Homestead Exemption.

(a) The lien of the assessments and charges provided for herein shall be subordinate only to the lien of any first mortgage or first deed of trust, and shall also be subordinate to any executory land sales contract owned by the Veterans Administration or its assigns. Sale or transfer of any Lot shall not affect the assessment and charges lien.

(b) The sale or transfer of any Lot which is subject to a first mortgage or deed of trust pursuant to a decree of foreclosure under such mortgage, or any proceeding in lieu thereof including sale under a deed trust, shall extinguish any lien of an assessment or charge which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability for any assessments or charges thereafter becoming due or from the lien thereof, or extinguish the Owner's obligation.

(c) The Association's assessment and charges lien shall be superior to any homestead exemption now or hereafter provided by state or federal laws. The acceptance of a deed subject to this Amended and Restated Declaration shall constitute a waiver of the homestead and any other exemption.

Section 10. Non-Compliance Assessment. Should any Owner cause, or allow to be caused, any violation of this Amended and Restated Declaration, and allow such violation to continue after written notice to such Owner and the expiration of a reasonable time in which to comply, as set forth in the written notice, a Non-Compliance Assessment shall be levied by the Board against such Owner. The amount of any such assessment shall include: (a) costs incurred by the Association in attempting to secure compliance, including reasonable attorney's fees; and (b) non-compliance penalties in the amount of \$100 per day for each and every day the violation occurs.

If any Non-Compliance Assessment is not paid when due it shall become delinquent and shall bear interest thereon at the rate of 18% per annum and become a continuing perpetual lien on the real property to which the assessment relates, which shall bind such the property in the hands of the then Owner, the then Owner's heirs, personal representatives, successors and assigns. In addition to such lien rights, it shall be the personal obligation of the then Owner or Owners (jointly and severally) to pay any such assessment and such personal obligation shall continue even though the Owner's interest in the Lot shall be transferred.

To evidence a lien for sums assessed pursuant hereto, the Association shall prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, a description of the real property to which said assessment relates, and the name of the record Owner of such real property. Such notice shall be signed on behalf of the Association and shall be recorded in the office of the Clerk and Recorder of Jefferson County, Colorado. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure sale of the real property by the Association in the same manner in which mortgages on real property may be foreclosed in Colorado, or in any other manner now or hereafter permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment, and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments, including interest, against the real property which

shall become due during the period of foreclosure, which amounts may be claimed in any proceeding for collection and included within the bid at any foreclosure sale without the necessity of filing additional notices of assessment.

In addition to the penalties imposed above for failure to pay Non-Compliance Assessments imposed by the Association when due and owing, the Board shall suspend voting rights of any Owner failing to pay such assessments when due and owing, shall preclude participation in any meeting of the Association, its Board of Directors or its Architectural Control Committee by the Owner failing to pay such assessment when due and owing, or members of the Owner's immediate family, and shall suspend said Owner's right to the use of Common Area and facilities, together with members of the Owner's immediate family and the Owner's guests and invitees.

ARTICLE V - RESIDENTIAL AREA USE RESTRICTIONS

Section 1. Land Use and Building Type.

(a) No site shall be used except for residential purposes. Only single-family dwellings, private garages for not more than two cars, and other outbuildings directly incidental to residential use shall be erected, altered, placed or permitted to remain on any site.

(b) No Lot or dwelling shall be permitted to fall into disrepair; and shall be kept and maintained in a clean, safe, attractive and sightly condition and pursuant to all Architectural Guidelines.

(c) No trade or business of any kind may be conducted in or from any Lot or dwelling except that an Owner or occupant residing in a dwelling may conduct such business activity within a dwelling so long as:

(1) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling, and does not increase traffic;

(2) The business activity conforms to all zoning requirements for the property;

(3) The business activity does not increase the insurance obligation or premium of the Association; and

(4) The business activity is consistent with the residential character of the Lot and does not constitute a nuisance or hazardous or offensive use, determined in the sole discretion of the Board of Directors.

(d) The terms "business" and "trade" shall be construed to have their generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other consideration, regardless of whether such activity is engaged in full or part-time; generates a profit; or requires a license.

(e) Rentals for periods of less than ninety (90) days shall be deemed a business use in violation hereof.

Section 2. Major Repairs and Reconstruction. In the event that any dwelling sustains damage resulting from fire, explosion, storm, an Act of God, or for any other reason, the exterior of the dwelling shall be restored to the same appearance that existed prior to the event that caused the damage, unless modifications have been approved by the Architectural Control Committee prior to the initiation of the repairs or reconstruction. Such repairs or reconstruction shall be initiated and pursued to completion in an expeditious manner and within a reasonable time frame, to be determined by the Board of Directors as it, in its sole discretion, deems necessary and appropriate to the circumstances.

Section 3. Move and Set. All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and permanently set upon any Lot from any other location.

Section 4. Building Location. No building shall be located on any site nearer than fifteen (15) feet to the front street line, thirteen (13) feet to the rear Lot line and, after excluding eaves, overhangs and fireplaces, three (3) feet to an interior side Lot line, provided there is a minimum distance between two (2) buildings of eight (8) feet measured wall to wall (excluding eaves, overhangs and fireplaces) and fifteen (15) feet to any side street line. In no event shall any portion of a building (including eaves, overhangs and fireplaces) encroach upon any utility easement or drainage easement.

Section 5. Site Area and Width. No dwelling shall be erected or placed on any site having a width of less than fifty (50) feet at the building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 4,000 square feet.

Section 6. Easements.

(a) Easements for installation and maintenance of utilities and drainage are reserved on the recorded plat, and additional easements may subsequently be granted and made a matter of public record. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

of utilities or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which public authority or one or more utility companies are responsible.

(b) Lots 1 through 15, inclusive, Block 1; Lots 1 through 17, inclusive, and Lot 19, Block 10; and Lots 1 through 19, inclusive, Block 11, are deemed to have granted easements to the Association to construct and maintain perimeter fences, as described in Article 1, Section 7 of this Amended and Restated Declaration.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any site at any time as a residence, either temporarily or permanently.

Section 8. Water and Sewer. No individual water-supply system or sewage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by the water or sanitation districts serving the area.

Section 9. Garden and Tool Sheds. Garden and tool sheds may be erected with the approval of the Architectural Control Committee, as provided in Article VI of the Declaration, and must be consistent with the materials and style of the dwelling on the Lot.

Section 10. Radio and TV Antennas. No radio and TV aerials, antennas or satellite dishes shall be installed on any Lot or on the exterior of any dwelling without the prior written approval of the Board of Directors or the Architectural Control Committee.

ARTICLE VI - ARCHITECTURAL CONTROL COMMITTEE, RULES AND GUIDELINES

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon an Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, location, and completion date of the same shall have been submitted to and approved in writing by the Architectural Control Committee, as provided for in this Article.

Section 2. Architectural Control Committee.

(a) The Architectural Control Committee shall be composed of five (5) or more Members of the Association and shall be appointed and removed by the Board of Directors as it, in its sole discretion, deems necessary and appropriate to the circumstances. The Architectural Control Committee shall act for the Board to the extent set forth in this Amended and Restated Declaration or as otherwise authorized from time to time by the Board. A vote of a majority of the members of the Architectural Control Committee shall be deemed the decision of the entire Committee.

(b) All guidelines or rules of the Architectural Control Committee shall be set by the Board or pursuant to this Amended and Restated Declaration, and shall be published and distributed to the Members from time to time. The Board or Architectural Control Committee may also issue rules or guidelines regarding anything relevant to its functions, including, but not limited to, minimum standards and procedures for the submission of plans and specifications for their approval. Architectural standards and guidelines may be changed by the Board from time to time. Any such change shall not be interpreted as selective enforcement or waiver of the right to enforce architectural restrictions or guidelines.

(c) The Architectural Control Committee's approval or disapproval as required in this Declaration shall be in writing. Until receipt by the Architectural Control Committee of all required plans, specifications, and other information it may require, it may postpone review of anything submitted for approval. Although the Architectural Control Committee shall make every effort to act on all applications within thirty (30) days, the Architectural Control Committee's failure to approve or disapprove after written plans and specifications have been submitted to it shall not be deemed a waiver thereof.

(d) If the Architectural Control Committee denies, imposes conditions on, refuses approval, fails to respond, or finds a violation, the Owner of the relevant Lot may appeal to the Board of Directors, by giving written notice of such appeal within thirty (30) days after such denial, imposition, refusal, failure to respond, or finding. The Board shall hear the appeal within thirty (30) days of the receipt of notice and decide whether or not the decision or conditions imposed by the Architectural Control Committee shall be affirmed, reversed or modified, or make a decision in the stead of the Committee if it has failed to respond to the Owner.

Section 3. Criteria of Consideration. In addition to all the other criteria herein set forth, the Architectural Control Committee shall generally determine whether the proposed improvement will protect the then value and future values of the properties then located in the subdivision. The Architectural Control Committee shall, in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the Architectural Control Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision. The Board or Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed

approval, of structural safety, engineering soundness, or conformance with building codes or any other laws or standards.

Section 4. Completion of Architectural Modification Projects. An application for modification of a dwelling must stipulate the time frame during which a project will be pursued and the date by which the project will be completed. Failure to complete the project by the stipulated date shall be a violation of Section 1 of this Article VI, although the Owner may apply to the Architectural Control Committee for an extension of the completion date, which the Architectural Control Committee may approve, condition, or deny at its discretion.

ARTICLE VII - MISCELLANEOUS

Section 1. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent.

Section 2. Oil and Mining Operations. No oil drillings, oil-development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 3. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, such dogs, cats or other household pets shall not exceed two of any one type of animal for each Lot.

Section 4. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. The Board of Directors shall have the authority to negotiate agreements with vendors to provide garbage and refuse removal and recycling services for all of the Properties and to collect the charges for such services along with assessments, as provided in Article IV, Section 1 of this Amended and Restated Declaration. The Board shall determine the services to be provided by such vendors. The charges for such services shall be uniform for all Lots.

Section 5. Sight Distance at Intersection. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any corner Lot except in conformity with the applicable

resolutions, regulations and restrictions of the City of Arvada, State of Colorado, nor shall any tree be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

Section 6. Prohibition Against Storage of Boats, Campers, Trailers, Recreational Vehicles, Inoperable or Derelict Vehicles, Motor Homes and Other Vehicles too Large for Storage in the Owner's Garage. No boats, campers, trailers, recreational vehicles, commercial vehicles, wreckers, inoperable or derelict vehicles, motor homes or other vehicles too large for storage in the Owner's garage shall be kept, placed, stored, constructed, reconstructed, repaired or maintained upon any Lot or on any street bounding any Lot in such a manner that it is visible, in whole or in part, for a period in excess of twelve (12) consecutive hours, from roads within the subject subdivision. The intent of this provision, in part, is to provide for a maximum reasonable loading and unloading time for boats, campers, trailers, recreational vehicles, motor homes and other vehicles too large for storage in the Owner's garage, and to allow limited construction, reconstruction, repair and maintenance operations for these types of vehicles as well as inoperable or derelict vehicles. This intent is not effectuated by an absence of less than twelve (12) hours of such vehicle from a Lot or from any street bounding any Lot, followed by its return with another twelve (12) hour period commencing upon its return.

Section 7. Parking Vehicles on Lot No motorized vehicle of any nature may be parked or stored on any unpaved surface in the subject subdivision at any time.

Section 8. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

ARTICLE VIII - NON-LIABILITY AND INDEMNIFICATION

Section 1. Non-Liability. The personal liability of a Director to the Association or its Members for monetary damages for breach of fiduciary duty is eliminated; except that this shall not eliminate or limit the liability of a Director to the Association or its Members for monetary damages for: any breach of the Director's duty of loyalty to the Association or its Members; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; acts specified in C.R.S., Section 7-24-111; or any transaction from which the Director derived an improper personal benefit; or any act or omission occurring prior to the date when this provision becomes effective.

Section 2. Indemnification. The Association may indemnify any person, and that person's heirs

and assigns, against expenses, including reasonable attorney's fees, judgments, and amounts paid in settlement, that are actually and reasonably incurred in connection with the defense and settlement of any threatened, pending, or completed action, suit, or proceeding to which that person has been made a party, or is threatened to be made a party, by reason of the fact that that person is or was a Director, Officer, Agent, Employee or Appointee of the Association, provided that it is determined, by a majority vote of the Board of Directors, that that person acted in good faith and in a manner that that person reasonably believed to be in or not opposed to the best interests of the Association. This indemnification shall not be exclusive of any other rights to which such a person may be entitled.

Section 3. Contracts and Commitments Made for the Association. Contracts and other commitments made with the approval of the Board of Directors by Directors, Officers, Agents, Employees and Appointees on behalf of the Association shall be made as Agent for the Association, and the individual Directors, Officers, Agents, Employees and Appointees shall have no personal responsibility for such contracts and commitments.

ARTICLE IX - STREET LIGHTING

Section 1. Tariffs. All Lots and tracts of WOOD RUN FILING NO. 3 are subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules, and regulations therein provided and subject to all future amendments and changes thereto. The Owners shall pay as billed, a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

ARTICLE X - GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the power to enforce this Amended and Restated Declaration, the Architectural Rules and Guidelines, and the Rules and Regulations for the use of the Common Areas, and shall take such action as the Board deems desirable, by any proceeding at law or in equity, to cause compliance by each Member. Failure by the Association to enforce any covenant, condition, restriction, rule or guideline shall in no event

be deemed a waiver of the right to do so thereafter. Such actions may include but are not limited to:

- (a) Non-Compliance Assessments and other actions provided in Article IV, Section 10 of this Amended and Restated Declaration;
- (b) Suspension of rights to the use of Common Areas of the Association as provided in Article II, Section 1 (b) of this Amended and Restated Declaration;
- (c) Suspension of voting rights as provided in Article III, Section 3 of this Amended and Restated Declaration.
- (d) Collection procedures, interest, fees and remedies as provided under Article IV, Section 8 of this Amended and Restated Declaration.

Section 2. Liability of Owners for Damage.

- (a) Each Owner of a Lot shall be liable to the Association for any damage to the Common Area and improvements, or to the Perimeter Fence, or for any expense or liability incurred by the Association which may be sustained because of the negligence or willful misconduct of such Owner, a member of the Owner's household, the Owner's guest, the Owner's tenant, a member of that tenant's household, or that tenant's guest.
- (b) The Association shall have the power to levy and collect a reimbursement assessment against an Owner, after notice and opportunity for a hearing by the Board of Directors, to recover the costs and expenses incurred by the Association because of any such damage, or any increase in insurance premiums directly attributable to any such damage.

Section 3. Severability. Invalidation of any one of these easements, covenants, conditions or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The easements, covenants, conditions and restrictions of this Amended and Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended and Restated Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners of the Lots. The Board of Directors shall have the right and power to record technical amendments for the purpose of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of this Amended and Restated Declaration.

Section 5. Conflicting Provisions. In case of a conflict between the Amended and Restated Declaration and the Amended and Restated Articles of Incorporation or the By-Laws, the Amended and Restated Declaration shall control. In case of a conflict between the Amended and Restated Articles of Incorporation and the By-Laws, the Amended and Restated Articles of Incorporation shall control.

IN WITNESS WHEREOF the undersigned, constituting not less than seventy-five percent (75%) of the Owners of the Lots, have signed as of the date indicated by their respective signatures. This Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be effective upon execution hereof by Owners representing seventy-five percent (75%) of the Lots as specified above and recording in the office of Clerk and Recorder of Jefferson County, Colorado.

The consent and approval of each of the undersigned Owners shall be irrevocable and remain valid notwithstanding any Owner's disability, death or conveyance of their Lot prior to the recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Wood Run Homeowners Association. This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Wood Run Homeowners Association may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

The undersigned, all being legal Owners at Wood Run Homeowners Association, have read and approved the above Amended and Restated Declaration of Covenants, Conditions and Restrictions of Wood Run Homeowners Association.

This is followed in the filing in the records of Jefferson County, Colorado, (May 11, 1995, Reception #F0054065) by the signatures of 140 of the 161 Owners of the Properties.