

WOOD RUN HOMEOWNERS ASSOCIATION

ARCHITECTURAL RULES AND GUIDELINES

The Board of Directors (the "Board") of Wood Run Homeowners Association (the "Association"), pursuant to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Wood Run Homeowners Association (the "Declaration"), and Colorado Revised Statute 38-33.3-302(1)(a), which is a portion of the Colorado Common Interest Ownership Act, has enacted the following Rules and Guidelines for the maintenance and improvement of certain properties ("Properties") in the City of Arvada, County of Jefferson, State of Colorado, which are collectively referred to as "Wood Run" and 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; all in Wood Run Filing No. 3;

and the following Policies and Procedures for the enforcement of these Rules and Guidelines.

The Declaration provides for an Architectural Control Committee (the "Committee") to act for the Board to the extent set forth in the Declaration or as otherwise authorized from time to time by the Board. All rules and guidelines of the Architectural Control Committee shall be set by the Board or pursuant to the Declaration, and shall be published and distributed to the Members from time to time. The Board reserves the right, from time to time, to amend, supplement or repeal these Rules, Guidelines, Policies and Procedures, subject to any limitations placed on the Board in the Declaration or by law.

Unless otherwise indicated, terms used in these Rules, Guidelines, Policies and Procedures shall have the meaning set forth in the Declaration. Additional definitions contained within any individual Rule, Guideline, Policy or Procedure may be applicable to other Rules, Guidelines, Policies or Procedures. "Streets" shall refer to the streets in and around Wood Run which adjoin any side of a Property, specifically; Hoyt Way, 82nd Avenue, Kipling Street, 82nd Place, 83rd Avenue, Independence Street, Iris Street, Iris Court, Jellison Street, Jellison Court, Johnson Street, and Johnson Court. "Interior Streets" shall refer to streets that adjoin the front or side of a Property, specifically; 82nd Place, 83rd Avenue, Independence Street, Iris Street, Iris Court, Jellison Street, Jellison Court, Johnson Street, and Johnson Court. "Sidewalk" shall refer to the sidewalks in and around Wood Run which adjoin the front, rear, or side of a Property. "Perimeter Fence" shall refer to the fences and walls owned by the Association, as described in Article I, Section 7 of the Declaration. "Building" shall refer to any improvements which have been constructed on any Property.

SECTION I

GENERAL PROPERTY USE

1. Land Use. Sites shall be used only for residential purposes, only single-family dwellings are permitted, and no business may be operated from a Property except in compliance with the Declaration. Previously erected structures may not be moved and set upon any Property. Temporary structures may not be used as residences.
2. Vehicles. No boats, campers, trailers, recreational or commercial vehicles, inoperable or derelict vehicles, or vehicles too large to store in the owner's garage may be visibly maintained on any Lot or street for more than 12 hours. No motorized vehicle of any nature may be parked or stored on any unpaved area of a Property at any time.
3. Pets. Household pets (e.g., dogs or cats) are permitted as long as they (a) do not exceed more than two of each type per Property; and (b) are not bred for commercial purposes. Owners of Properties on which pets reside will wash away all pet urine, and collect and remove all pet feces, every week. Owners will reimburse the Association for any damage their pets cause to the Perimeter Fence or other Common Areas and Facilities.
4. Coverage of Properties. No area of any Property may be allowed to remain unimproved, and all areas of Properties must be covered by some form of landscaping material, such as lawns, shrubs, gravel, rock, bark or mulch, or be actively cultivated and maintained as gardens or flower beds.
5. Perimeter Fence. No unaffixed personal property, including but not limited to trash, litter, junk, boxes, containers, bottles, cans, implements, tools, machinery, building materials, firewood, or landscaping material of any type, may be placed, stored, maintained or allowed to accumulate against the Perimeter Fence.
6. Holiday Decorations. Decorations that relate to the Christmas / Hanukkah / New Year period may be displayed during the months of November, December, and January. Decorations that relate to other cultural holidays, such as Easter, Halloween, or Thanksgiving, may be displayed for periods beginning two weeks prior to and one week following such holidays. American flags, and decorative flags or banners, may be displayed at any time.
7. Personal Property. Unaffixed personal property, including but not limited to implements, tools, machinery, bicycles, toys, and other such items, may not be allowed to remain in locations that are visible from the Interior Streets that border the fronts of Properties for periods of more than twenty-four (24) hours.
8. Vegetable Gardens. Vegetable gardens may only be cultivated and maintained on areas of Properties that are not visible from the Interior Streets that border the fronts of Properties.
9. Signs. Signs may not be placed in public view on any Property unless they advertise the property for sale or rent and are not more than six square feet in size.
10. Garbage. Garbage must be stored in clean, sanitary, undamaged trash can(s) with lid(s) firmly attached at all times, not to be visible from an Interior Street.
11. Water and Sewer. Individual water supply and sewage disposal systems are prohibited.

12. Nuisance. Activities that are noxious or offensive or may become an annoyance or nuisance are prohibited.

SECTION II

PROPERTY IMPROVEMENTS AND MODIFICATIONS

APPLICATION PROCEDURE

No Building, fence, wall or other structure may be constructed on any Property, nor may any improvement or modification be made on any Property until it has been approved in writing by the Architectural Control Committee. Application forms for proposed property improvements and modifications may be obtained from the Chairperson of the Committee ("Chairperson"), or from the Association's web site; www.woodrun3.com. The application must include plans and specifications which graphically and clearly depict the nature, type, shape, height, materials, location, and the initiation and completion dates, of the proposed improvement or modification. Applications for painting must include "color chips" for both the base and trim colors; each color chip must be a minimum of three inches by five inches in size. Applications may be mailed to the Association's address or delivered to the Chairperson.

Regular meetings of the Committee are held on the first Wednesday of each month in which any applications are pending. Applications that are not received and recorded by the Chairperson by the last day of the preceding month may be deferred by the Committee until the subsequent month.

At their monthly meeting the Committee will review and vote on pending applications. The Committee will send a notification of its disposition of the application to the Owner, first class mail and addressed to the Owner at the address last appearing on the books of the Association. If granted, the Committee's approval will be valid for six months from the date of the disposition letter. If the proposed improvement or modification is not initiated within that six month period, the approval will lapse and it will be necessary for the Owner to reapply for the proposed improvement or modification. Any decisions of the Committee may be appealed to the Board within thirty (30) days of the Committee's decision.

GENERAL CRITERIA FOR CONSIDERATION OF PROPOSED IMPROVEMENTS AND MODIFICATIONS

In reviewing proposed improvements and modifications, the Committee shall employ the following criteria:

- a. the harmony of the external design and location with surrounding structures and topography;
- b. the current and future property values of the subdivision;
- c. and compatibility with other improvements in the community. The Committee shall use reason and good faith in the exercise of its judgment.

GUIDELINES FOR IMPROVEMENTS AND MODIFICATIONS

1. Painting and Siding. With the exception of touch-ups, all painting, regardless of whether it involves a change in color or repainting with the existing color, requires prior approval.

(a) Colors selected will be judged individually based on the following criteria;

1. The ability to blend or be compatible with the adjacent homes and the community as a whole.
2. The degree of saturation; colors that are vibrant or intense are not acceptable.

(b) Trim must be a contrasting color, darker or lighter but complimentary to the base color of the house.

(c) Siding colors must conform to the above guidelines.

(d) Subject to approval, front doors and window shutters may be painted complimentary accent colors to provide a contrast to the base and trim colors.

(e) Garage doors must be painted a solid color to match either the base or trim color or, subject to approval, may be painted a complimentary accent color.

(f) The backboards and supports of basketball goals must be painted to match either the base or trim color. Clear backboards do not need to be painted.

2. Sheds. Construction of a shed requires prior approval. Metal sheds are prohibited. Proposed sheds must meet the following criteria:

(a) Siding, roofing and color must match the house.

(b) The placement of the shed must be in the fenced-in area of the Property or built on to the side of the house.

(c) The design and location must be compatible with the community.

3. Satellite Dishes / Antennas. Provided that they are to be installed in locations that will permit the reception of an acceptable signal while minimizing visibility from the Interior Streets, Direct Broadcast Satellite antennas and Multipoint Distribution Service antennas with a diameter of one meter or less may be installed with only the filing of a notification form with the Board. A notification form can be obtained from the Board, or from the Association's web site; www.woodrun3.com. Large dishes are prohibited. No broadcast antennas (e.g. Short Wave, Ham Radio) are permitted. Television broadcast reception antennas must be installed in attics.

4. Landscaping. Landscaping improvements and modifications involving synthetic materials, e.g. asphalt or concrete, require prior approval. Landscaping Improvements and modifications involving natural materials, e.g. trees, shrubs, rocks or bark, may be made at the Owner's discretion. Landscaping improvements and modifications may not encroach upon Sidewalks or obstruct sight lines at intersections.

5. Fences and Walls. Construction or alteration of fences or walls must receive prior approval. Fences and walls must conform with the Regulations set by the City of Arvada, and sight lines at intersections must not be obstructed.

6. Other Improvements. All other improvements and modifications to Properties must receive prior approval. Such improvements and modifications include, but are not necessarily limited to; patio covers, basketball hoops, flagpoles, patio decks, air conditioning systems, solar systems and collectors, replacement garage doors, replacement windows, storm windows, and exterior decorations and attachments. Roof top swamp coolers and permanent clotheslines are not permitted.

SECTION III

PROPERTY MAINTENANCE RULES

BUILDING MAINTENANCE

1. Siding and Trim. Trim materials that are rotted, split or damaged, and any siding materials that are rotted, crumbling or damaged, must be repaired, or removed and replaced with matching materials, and painted to match the existing colors of the Building.
2. Paint. Buildings must be repainted if their paint is cracked, faded or peeling to such a degree that the underlying materials are visible from any Street, or has dried or oxidized to such a degree that it no longer protects the underlying materials.
3. Doors, Windows, Awnings and Screens. The following items must be repaired or replaced: broken or damaged entry doors, screen doors or storm doors; broken windows; torn screens; torn or damaged awnings.
4. Garage Doors. Broken garage doors, and broken sections of garage doors, must be repaired or replaced.
5. Gutters and Downspouts. Gutters and downspouts must be kept clean and in good working condition; bent or damaged gutters or downspouts must be repaired, or removed and replaced with matching materials.
6. Roofing. Damaged roofing materials must be repaired, or removed and replaced with matching roofing materials.
7. Concrete. Concrete must be repaired or removed and replaced if it exhibits any of the following conditions: stairs or entryways that have settled and separated from the Building to a degree that can be seen from a Street; driveways that have spalling or crumbling surfaces on more than 50% of the total area; driveways that are severely broken and/or settled.
8. Fences and Gates. Rotted or broken fences or gates must be repaired or replaced.
9. Other Fixed Structures. All other fixed structures visible from any Street or from any neighboring Property, including but not limited to decks, lattices, patios, retaining walls, weather vanes, hot tubs, skylights, chimney caps, solar panels, basketball goals, attic vents, exterior lights, landscaping lights, furnace stacks, swing sets and other play structures, etc., must be kept in good repair and working order, and rotted or broken components of such structures must be repaired or replaced.

LOT MAINTENANCE

1. General. Each Property must at all times be kept in a clean, slightly and well-maintained condition. No unaffixed personal property, including but not limited to trash, litter, junk, boxes, containers, bottles, cans, implements, tools, machinery, building materials or temporary fencing shall be permitted to remain exposed on any Property so as to be visible from any neighboring Property or Street, except as is necessary during a period of approved construction. Firewood (under 24 inches in length) must be neatly stored.

2. Lawns. No native grasses are allowed on any portion of any Property. Lawns must be adequately watered and fertilized, and may not be neglected or allowed to die. Lawns may not be allowed to grow to a height of more than four (4) inches, and areas of lawns that border Sidewalks, driveways, fences, walls, trees, shrubs, gardens, or other landscaping features must be trimmed to the same height as the rest of the lawn. Grass clippings from lawns may be collected and disposed of, or may be distributed evenly over the lawn by use of a mulching mower, but may not be allowed to remain in clumps or piles on a lawn or any other area of a Property.

3. Trees, Shrubs and Other Plantings. Trees, shrubs and other plantings must be trimmed and maintained, and may not be allowed to become overgrown. The Board of Directors shall have sole power to determine whether any area of a Property is overgrown with trees, shrubs or other plantings. Trees which overhang a Sidewalk must be trimmed to allow a minimum of eight (8) feet of vertical clearance for pedestrians, measured from the edge of the Sidewalk which adjoins the Property. Shrubs and other plantings which are located near a Sidewalk may not be allowed to grow over the surface of the Sidewalk or interfere with the passage of pedestrians thereon, or grow to a height or density that interferes with visibility for motorists at the intersections of Streets. Dead or diseased trees, shrubs or other plantings must be removed.

4. Weeds. Owners must keep all areas of their Properties substantially free of weeds and native grasses. The Board of Directors shall have sole power to determine whether any area of a Property is infested with weeds or native grasses.

SECTION IV

ENFORCEMENT POLICIES AND PROCEDURES

1. Power. The Board shall have the power and duty to hear charges and make decisions regarding violations of these Rules and Guidelines, pursuant to these Policies and Procedures. The Board may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with these Rules and Guidelines and to create a safe and harmonious living environment. These enforcement provisions may be in addition to other specific provisions outlined in the Declaration. The Association may choose a legal remedy, or seek assistance from other enforcement authorities, such as police, fire, code enforcement or animal control.

2. Enforcement and Attorney's Fees. The Association may enforce these Rules and Guidelines by any means available to the Association, including the levy of fines, suspension of rights, or a lawsuit to force compliance, and may seek from any violator reimbursement of all attorney's fees and costs incurred by the Association.

3. Initiation of Charges of Violations. The Board may charge an Owner with a Violation of these Rules and Guidelines ("Violation") as a result of information presented by an Owner, or as a result of an inspection of a Property by members of the Board. If information is presented by an Owner, members of the Board will inspect the Property and present the information to the Board at its next regular meeting, at which time the Board will determine whether the matter is sufficient to charge the Owner of the Property with a Violation. If the Board determines that the matter is not a Violation, the Board will send the referring Owner a written explanation of its determination. If the Board determines that grounds exist to charge an Owner with a Violation, the Owner will be served with a Notice of Violation ("Notice").

4. Service of Notices of Violations. Upon determination by the Board that grounds exist to charge an Owner with a Violation, the Association shall mail a Notice of Violation to the Owner, first class mail and addressed to the Owner at the address last appearing on the books of the Association. Service shall be deemed delivered and effective upon mailing. The following Certificate of Mailing shall be used:

CERTIFICATE OF MAILING

This is to certify that on _____, 20__, I mailed a true and correct copy of the foregoing Notice of Violation postage prepaid and addressed to:

Signature of the Secretary of Wood Run Homeowners Association

5. Notice of Violation. A Notice of Violation shall state the specific Rule or Guideline the Owner is charged with violating, describe in detail the grounds for the charge, and include photographic evidence if such is available. The Notice shall state that the Owner has a right to a Hearing of the issue by the Board and shall include a Request for Response in substantially the following form, along with additional information that may be included at the discretion of the Board:

*"Your right to a Hearing on this Violation is contingent on your filing a **written** Response to this Notice of Violation with the Association's Secretary not later than ten (10) days after the date of this Notice. Your Response must respond to the charge(s) set forth in this Notice. If you fail to file a Response within the ten (10) day time period, the Board may rule that your failure to respond constitutes a No-Contest plea to this Notice, and proceed with enforcement measures."*

If the Owner files a written Response to the Notice, the Board shall schedule a Hearing as the first order of business at its next regular meeting.

6. Notice of Hearing. A Notice of Hearing in substantially the following form, along with additional information that may be included at the discretion of the Board, shall be mailed to the Owner at least ten (10) days prior to the Hearing date, first class mail and addressed to the Owner at the address last appearing on the books of the Association. Such Notice of Hearing shall be deemed delivered and effective upon mailing.

NOTICE OF HEARING

You are hereby notified that a hearing will be held before the Board at _____ (location) on _____, 20__, at 7:00 p.m. upon the charges made in the Notice of Violation sent to you on _____.

The following Certificate of Mailing shall be used:

CERTIFICATE OF MAILING

This is to certify that on _____, 20__, I mailed a true and correct copy of the foregoing Notice of Hearing postage prepaid and addressed to:

Signature of the Secretary of Wood Run Homeowners Association

7. Hearing. If the Owner fails to appear for the Hearing, the Board may rule that the failure to appear constitutes a No-Contest plea to the charges, although the Board may grant a continuance for good cause. The Board may: (a) exercise its discretion as to the specific manner in which the Hearing is conducted; (b) question the Owner or other individuals and review evidence; and (c) act as it may deem appropriate or desirable to permit the Board to reach a just decision. The decision of the Board will be based upon the matters set forth in the Notice and such evidence as may be presented at the Hearing. All Hearings shall be open to all Members of the Association.

8. Decision. After all testimony and other evidence has been presented to the Board at a Hearing, the Board shall render its decision(s) thereon within ten (10) days after the Hearing. The Association shall mail a written statement of its decision in the form of a Notification of Decision to the Owner, first class mail and addressed to the Owner at the address last appearing on the books of the Association. The Notification of Decision shall be deemed delivered and effective upon mailing. The following Certificate of Mailing shall be used:

CERTIFICATE OF MAILING

This is to certify that on _____, 20__, I mailed a true and correct copy of the foregoing Notification of Decision postage prepaid and addressed to:

Signature of the Secretary of Wood Run Homeowners Association

9. Fines. If the Board determines that an Owner is in fact in Violation, as part of the Notification of Decision the Board will order the Owner to correct the Violation within thirty (30) days of the date of the Notification of Decision. If the Owner fails to correct the Violation within the thirty-day period, beginning on the thirty-first day the Board shall levy against the Owner fines of up to \$25.00 for each and every day the Violation remains uncorrected. Notwithstanding the above provision, if in the judgment of the Board the Violation constitutes a risk to the health, safety or welfare of other Owners or their property, the Board may levy against the Owner fines greater than \$25.00 for each and every day the Violation remains uncorrected, and/or seek injunctive relief. Such fines shall be levied in addition to other enforcement means available to the Association in the Declaration or by law, and may be collected by any means available to the Association in the Declaration or by law.

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SECTION V

MISCELLANEOUS

1. Failure by the Association to enforce any provision of these Rules, Guidelines, Policies and Procedures shall in no event be deemed a waiver of the right to do so thereafter.
2. All painting, repairs and other actions required to comply with Section III (Property Maintenance Rules) shall be carried out in a manner that complies with the Declaration and all Architectural Rules and Guidelines, including the Committee's approval processes.
3. The foregoing Rules, Guidelines, Policies and Procedures are supplementary to all the terms and provisions of the Declaration, and all of the terms and provisions of the Declaration shall remain in full force and effect. In the case of any conflict between the Declaration and these Rules, Guidelines, Policies and Procedures, the Declaration shall control.
4. The provisions of these Rules, Guidelines, Policies and Procedures shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
5. The use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders. The captions are inserted only as a matter of convenience and are in no way to be construed to define, limit or otherwise describe the scope of these Rules, Guidelines, Policies and Procedures.