

10 PAGE DOCUMENT

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODRIDGE SUBDIVISION**

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WOODRIDGE SUBDIVISION** ("Declaration") made on the date hereinafter set forth by WOODRIDGE, LLC, a Colorado limited liability company, ("Declarant").

WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, known as Woodridge Subdivision, which is more particularly described as:

PARCEL 1

Beginning at a point which is East 596.23 feet from the NW Corner of the SE $\frac{1}{4}$ 4, Section 34, Township 1 North, Range 1 West of the Ute Principal Meridian, thence along the North line of said SE $\frac{1}{4}$ East 722.83 feet to the Grand Valley Canal, thence along the North bank of the Grand Valley Canal the following six courses:

- South 45°29'15" West 171.38 feet,
- Thence South 56°44'15" West 301.17 feet,
- Thence South 80°30'15" West 107.47 feet,
- Thence North 74°13'45" West 135.85 feet,
- Thence North 47°02' West 80.36 feet,
- Thence North 14°08'30" West 217.97 feet to the point of beginning,
Mesa County, Colorado

PARCEL 2

That part of SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 1 North, Range 1 West of the Ute Meridian East of the Grand Valley Canal and South of Interstate 70;

ALSO

That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 1 North, Range 1 West of the Ute Meridian East North of Leach Wash and South of Interstate 70,

All in Mesa County, Colorado.

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to WOODRIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property contained in Tracts (including the improvements thereto, and specifically including any irrigation, detention and drainage systems within the Tracts) as shown in any subdivision plat of the Properties owned by the Association for the common use and enjoyment of the Owners, and any Limited Common Areas (as hereinafter defined) shown in other recorded easement documents

from time to time. Common Area shall be divided into two categories, "General Common Area" and "Limited Common Area" having the following definitions:

(i) "General Common Area" means all Common Area except all Limited Common Area and may be designated by abbreviation on the plat as "GCE;"

(ii) "Limited Common Area" means those Common Areas designated or reserved herein or on the plat map for the exclusive use by fewer than all of the Owners of Lots, and may be designated by abbreviation on the plat as "LCE" and shall include all sidewalks, driveways and patios constructed by or on behalf of the Declarant for use by specific Unit Owners, regardless of whether they are designated as LCE's on the plat map. The Limited Common Area is for the exclusive use of the Owners of the Units to which they are attached or relate, their respective invitees and guests.

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

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

Section 7. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee set forth at Article VI of this Declaration.

ARTICLE II PROPERTY RIGHTS IN THE LOTS AND COMMON AREAS

Section 1. Title to the Lots. The Declarant, its successors and assigns, shall convey fee simple title to the Lots subject to current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. No Owner shall be entitled to subdivide a Lot, nor shall any Owner be entitled to sever his ownership interest in a Lot from his membership in the Association, provided that this clause shall not be construed as precluding the Owner of a Lot from creating a co-tenancy or joint tenancy with any other person or persons.

Section 2. Title to the Common Area. The Declarant, its successors and assigns, shall convey by appropriate deed fee simple title to the Common Area to the Association, free and clear of all liens and encumbrances, except easements, conditions and reservations then of record, excluding those set forth in this Declaration.

Section 3. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement in and to the Common Area, including, but not limited to, an easement for ingress, egress and subjacent support over and through the Common Area, and easements for utilities and drainage. Each such easement 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 adopt uniform rules and regulations pertaining to the use and enjoyment of the Common Area and for the use, operation and maintenance of any irrigation system owned by the Association.

b. The Association may borrow money and grant a mortgage or deed of trust on the Common Area or any part thereof for the purpose of improving the Common Area, provided any such mortgage or deed of trust shall be expressly subordinate to the rights of the Members herein;

c. The right of the Association to suspend a Member's voting rights for any period during which any Assessment against his Lot remains unpaid and delinquent; and for a period not to exceed (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association;

d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast

two-thirds of the votes has been recorded, agreeing to such dedication or transfer, and provided written notice of the proposed action is sent to every Member no less than thirty (30) days nor more than sixty (60) days in advance.

e. The right of Declarant or its designees to enter upon the Common Area for purposes of construction of the development and for purposes of making repairs and remedying construction defects; provided such entry shall not interfere with the use of any occupied Lot unless authorized by the Lot Owner.

f. The right of the Association to charge reasonable admission and other fees for the use of any storage space and any recreational facility situated upon the Common Area.

Section 4. Delegation of Use. Any Member may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his guests and invitees, or his tenants, or contract purchasers who are in possession of such Member's Lot.

Section 5. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

Section 6. Parking Plan. Each Lot, when improved, shall provide a minimum of two parking spaces for each living unit located upon said Lot. No on-street overnight parking shall be allowed in the subdivision.

Section 7. General Restrictions. All future Owners of the Lots by their acceptance of their respective deeds, covenant and agree as follows:

a. That the Common Area shall remain undivided, and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of Owners with respect to the operation and management of the Property.

b. A perpetual and non-exclusive easement for the purpose of ingress and egress in connection with the maintenance of the Common Area.

c. Landscaping of each Lot shall include two (2) 1 1/2" Caliper trees in the front yard spaced at least twenty (20) feet apart and located five (5) feet from the front sidewalk. The trees shall be one of the species on the City of Grand Junction approved list for street trees. All landscaping shall be subject to the prior review and approval of the Architectural Control Committee. (The requirements of this Section 7(d) shall not apply to townhome Lots 20 through 29.)

Section 8. Irrigation and Water Rights.

a. Declarant may, but shall not be required to, construct a pressurized irrigation system for the use and benefit of portions of the Common Area.

b. If constructed, the Declarant, its successors and assigns, shall transfer ownership to the irrigation system, and appurtenant water rights, if any, free and clear of all liens and encumbrances, to the Association.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. The Association shall have one class of voting membership, being all Owners of Lots within the Subdivision who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide and maintain the Common Area, irrigation, drainage and recreational facilities, if any, at Woodridge Subdivision.

Section 3. Maximum Annual Assessment/Exemption from CCIOA.

a. The Board of Directors may fix the annual assessments from time to time at an amount not in excess of the maximum.

b. IN ACCORDANCE WITH CRS 38-33.3-116(2), THE WOODRIDGE SUBDIVISION ASSESSMENTS SHALL BE LIMITED SO THAT THE ANNUAL AVERAGE COMMON EXPENSE LIABILITY OF EACH UNIT THEREIN, EXCLUSIVE OF OPTIONAL USER FEES AND ANY INSURANCE PREMIUMS PAID BY THE ASSOCIATION, MAY NOT EXCEED FOUR HUNDRED DOLLARS (\$400.00) PER YEAR, ADJUSTED ON JULY 1 OF EACH YEAR, FROM AND AFTER 1999, IN ACCORDANCE WITH ANY INCREASES IN THE UNITED STATES DEPARTMENT OF LABOR BUREAU OF LABOR STATISTICS FINAL CONSUMER PRICE INDEX FOR THE DENVER-BOULDER CONSOLIDATED METROPOLITAN STATISTICAL AREA FOR THE PRECEDING CALENDAR YEAR. THEREFORE, THE ASSOCIATION AND THIS DECLARATION SHALL BE EXEMPTED FROM THE COLORADO COMMON INTEREST OWNERSHIP ACT (CRS 38-33.3-101, et seq.) TO THE FULLEST EXTENT PROVIDED IN THE ABOVE REFERENCED SECTION THEREOF.

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 the Common Area and facilities, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis; provided, however, that any extraordinary maintenance, repair or restoration work to the Limited Common Area for fewer than all of the Units shall be borne by the Owners of those affected Units only; and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner. The maintenance and other costs specific to Tract E shown on the plat of the Woodridge Subdivision shall be borne exclusively and equally by the Owners of Lots 20 through 29, inclusive.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to a non-

declarant Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Area or Association property, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V USE RESTRICTIONS

- A. No fencing may be erected or maintained in excess of six (6) feet in height.
- B. No obnoxious, offensive or other activity which would constitute a public or private nuisance or annoyance to the neighborhood will be permitted, including, but not limited to, the repair of automobiles other than minor tune-ups performed by an Owner on his own vehicle.
- C. Dangerous or wild animals, livestock, including rabbits or poultry, will not be kept. A reasonable number of household pets will be permitted so long as they remain in control of the Lot Owner.
- D. No firearms, fireworks, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged on the Properties.
- E. No advertising signs, billboards or unsightly objects shall be maintained or erected.
- F. No junk or trash, including inoperable automobiles, will be allowed to accumulate and the same must be regularly removed.
- G. The Association or Declarant upon the failure of the Owner or tenant of any site to maintain his site and improvements, including the payment of any taxes assessed thereon, in a reasonable satisfactory manner as determined by the Association, may enter upon the site and repair, maintain, rehabilitate, and restore the premises and/or improvements or abate the improper use or pay the taxes thereon and any costs shall be charged against the Owner or tenant of said site and collected in the manner set forth in Article IV hereof.
- H. Recreational vehicles, boats and trailers shall not be parked on the streets adjacent to each Lot, and shall be behind a fence when parked on any Lot.

**ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Appointment of Architectural Control Committee. The Architectural Control Committee shall consist of three (3) persons to be appointed by the majority of the Board.

Section 2. Submission of Plans. Duplicate copies of plans and specifications relating to an improvement, including, but not limited to, residences, fences, garages, outbuildings, and landscaping shall be submitted to the Architectural Control Committee for review and final approval. Plans and specifications shall contain, without limitation, the plot plans showing layout, including setbacks, flow and manner of surface, drainage, finish and natural grade elevations, floor plans showing overall dimensions, roof plans showing pitch, roof materials, color, exterior elevations showing doors, windows and exterior materials and colors, and a perspective sketch if requested, and other details necessary to explain any feature or component of the improvement.

Section 3. Matters Considered. The Architectural Control Committee shall consider the aesthetic and functional design of any improvement as to the quality of workmanship and materials, harmony of exterior design with existing improvements, location with respect to topography and finished grade elevation, and the preservation and enhancement of the value and the visual appearance of existing improvements. Storage sheds or other accessory buildings visible over the fence shall be of similar material and color to the house on the lot.

Section 4. Approval. The Architectural Control Committee shall approve or disapprove all written plans within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within such thirty (30) day period, the proposed improvement shall be deemed approved. The majority of votes of the Architectural Control Committee shall be required for the approval or disapproval of any proposed improvement.

Section 5. Limitation on Liability. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The actions of the Architectural Control Committee shall be deemed conclusively binding upon the Owners.

**ARTICLE VII
TOWNHOME PROVISIONS
(Applicable to Townhome Lots 20 Through 29 only)**

Section 1. Party Walls.

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

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or any utilities located in the party wall shall be shared by the Owners who make use of the wall or such utilities in proportion to such use.

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

d. Weatherproofing. Notwithstanding any other provision of this Article, 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.

d. 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.

e. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional

arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding upon the parties.

Section 2. Easements.

a. Reciprocal Easements. The Declarant hereby reserves for itself and the Association, their successors and assigns, a right of way and easement for exterior maintenance and repair of all improvements, and the installation and continued operation, maintenance, repair, alteration, inspection and replacement of utility lines, including but not limited to water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across any Common Area and that portion of any Lot situate between any Improvement and the street adjacent thereto. Declarant or Association shall, except in cases of emergency, furnish to all affected Owners twenty-four (24) hours notice before exercising the rights granted by this Article. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all the Owners.

b. Easements for Encroachments. If any portion of an Improvement encroaches upon any Lot or Common Area, or upon an adjoining Improvement, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of any Common Area encroaches upon an Improvement, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on any Common Area or the Improvement.

c. Reservation of Easements. Declarant reserves for itself and all successors in title the use of the easements set forth herein which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any deed, instrument of conveyance or any other instrument. This reserved easement shall include, but not be limited to, access to Tract E for the purpose of use and maintenance of that tract, on, across and over all General and Limited Common Areas adjacent to Tract E.

d. Exterior Maintenance Area. In order to maintain a uniform appearance and a high standard of maintenance within Woodridge Subdivision, the Association may maintain the Exterior Maintenance Area, being the outside of any improvements and the unimproved area of all townhouse lots, as more fully set forth below:

(1) The Association may maintain the fencing and the landscaping of the Lot in front of the residence, including, but not limited to lawns, trees and shrubs. The Association shall have the right to perform all exterior painting required for the maintenance and upkeep of the improvements constructed on the Lots. The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed as well as the color and type of materials to be used. The maintenance provided hereunder may be performed at such time and in such a manner as the Association shall determine and the costs thereof shall be reimbursed to the Association by the owner of the Lot(s) so maintained by the Association.

(2) The Association grants the maintenance responsibility of each Lot to the Lot Owner, and the Lot Owner is obligated to accept said maintenance responsibility. The Association shall have the right to promulgate reasonable rules and regulations regarding the maintenance by the Owner.

(3) The Owner shall be responsible for maintaining all portions of the Owner's Lot including the maintenance of any balcony, patio or deck area of his residence. No Owner shall make any addition or other alteration to any portion of the Lot without the express consent of the Association. The Association shall be entitled to reimbursement for cost of repair from any Owner who causes, or whose tenant, employee or guest causes damage to the Exterior Maintenance Area by a deliberate act or negligence.

(4) In the event that a Lot and the improvements thereupon are not properly maintained and repaired, or in the event that the improvements on the Lot are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon

demand. All non-reimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with this Declaration.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere in this Declaration, and without limiting the generality thereof, the Association shall have the obligation, subject to and in accordance with this Declaration, to perform each of the following duties for the benefit of each Lot as follows:

a. To accept delivery of and exercise dominion over all real property, improvements thereon, and interest therein conveyed to the Association by Declarant with Title to said real property or interest therein being conveyed free and clear of all liens and encumbrances, which real property and/or interests therein shall include, but not be limited to, the Common Area, and easements for operation, maintenance and access purposes.

b. To accept delivery of and exercise dominion over all personal property transferred and assigned to the Association by Declarant, free and clear of all liens and encumbrances, other than any personal property taxes not delinquent.

c. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a nonprofit corporation, association, trust or other organization organized and operated for such similar purposes.

d. To maintain and otherwise manage, or to provide for the maintenance and management, of all of the Common Area and all facilities, improvements and landscaping thereon, and all property acquired by the Association.

e. To maintain, repair and operate any irrigation system it may own for the benefit of portions of the Common Area.

f. To have the authority to enter upon and landscape, maintain or improve any Lot that Owner fails to landscape or maintain in accordance with this Declaration and to levy a Special Assessment against such Lot for all expenses incurred including court costs and attorney's fees for the collection of such Special Assessment.

g. To grant easements where necessary for utilities, on-site storm drain system, drainage, public services and sewer facilities over the Common Area to serve the Common Area and the Lots.

h. To obtain and maintain such policy or policies of insurance as the Board deems necessary or desirable to further the purposes of and protect the interest of the Association, its Members or any Mortgagees.

i. To have the authority to employ a manager or other persons and to contract with an independent contractor or a professional managing agent to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall be limited to a duration of one (1) year, except with approval by vote of written consent by Members entitled to exercise not less than a majority of the voting power of the Association; any agreement for professional management of the planned development project shall be terminable with or without cause or thirty (30) days written notice.

j. To have the power to establish and maintain a working capital and contingency fund from Regular Assessments in an amount to be determined by the Board.

k. To have the responsibility and duty to maintain in a neat, safe, attractive and orderly fashion and in good order and repair, the Common Area and all facilities and improvements thereon or thereto, including without limitation, providing for trash collection areas and containers and exterior security lighting.

l. To have the power and duty, subject to the rights of the Declarant as provided herein, to enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions.

m. To appoint and remove members of the Architectural Control Committee, and to ensure that at all reasonable times there is available a duly constituted and appointed Architectural Control Committee.

n. To levy and enforce collection of the Assessments as provided in Articles IV and V of this Declaration.

Section 2. Declarant's Use. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant, its successors and assigns, or any agent, contractor, subcontractor or employee of the Declarant to maintain during the period of construction and sale upon such portion of the properties as Declarant deems necessary such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to said construction and sale, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. Owner's Use. In addition to the duties stated elsewhere in this Declaration each Owner shall have the duty and obligation to perform and comply with the following restrictions to preserve the overall value of the entire property:

a. Use of sites is restricted to high quality, single family attached and detached residences, not less than fourteen (14) feet wide, subject to the terms and provisions hereof relating to architectural control. No store, office or other place of business of any kind and no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon or other place or entertainment, nor any church, club, fraternal association or other association normally or regularly involving the gathering of people in groups larger than the family will be erected or permitted upon the sites, and no business of any kind or character whatever shall be conducted thereon or in or from any building thereof.

b. Maintenance, upkeep and repairs of any residence or other improvements of each Lot shall be the sole responsibility of the individual owner thereof. All landscaping shall be subject to review and approval by the Architectural Control Committee and shall be aesthetically pleasing and reasonably consistent with the landscaping of the surrounding Lot Owners. Weather permitting, all Lots shall be reasonably landscaped within one (1) year after the residence on the Lot is occupied. Upon a showing of good cause the Architectural Control Committee shall have authority to issue an extension to the one (1) year deadline.

c. All utilities, fixtures and equipment installed within the perimeter of any Lot commencing at a point where the utility lines, pipes, wires, conduits or systems enter the perimeter lot line, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament nor any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

d. Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the properties. All receptacles or other equipment for the storage or disposal of refuse materials shall be kept in a clean and sanitary condition.

Section 4. Construction Related Permits and Regulations. To the fullest extent allowed by law, the Declarant agrees to assign to the Association, and the Association agrees to assume, all enforcement rights and obligations pursuant to Storm Water Management Permits, Health Department Permits and Regulations, and Building Department Permits and Regulations (collectively, the "Permits and Regulations") relative to the construction of residences on Lots within Woodridge Subdivision. Any violation of any of the Permits and Regulations may be enforced by or through the Association or its Members, under the same terms and conditions as violations of this Declaration may otherwise be enforced. Any and all costs, charges, penalties and expenses arising out of or resulting from any violations of the Permits or Regulations incurred by, or imposed upon, the Association, shall be the obligation of the Member or Members responsible (whether that responsibility is direct or through their respective contractors or invitees) and may be recovered by the Association through the imposition of Special Assessments or Default Assessments pursuant to Article IV of this Declaration.

Section 5. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

