

6 PAGE DOCUMENT

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WINDSOR PARK SUBDIVISION

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision is made this ____ day of _____, 2008, by the undersigned, being the Owners of at least fifty percent (50%) of the Lots in Windsor Park Subdivision.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision (the "Declaration") was recorded in the records of Mesa County, Colorado, on May 22, 2002, in Book 3083 at Page 24;

WHEREAS, the Declaration was amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision recorded in the records of Mesa County, Colorado, on June 18, 2003, in Book 3391 at Page 251; and

WHEREAS, owners representing the ownership interest in more than fifty percent (50%) of the Lots in Windsor Park Subdivision desire to amend the Declaration (as amended).

NOW, THEREFORE, the Declaration (as amended) is hereby further amended as follows:

1. **Article I, Section 1.09, Common Expenses, subparagraph (a)** shall be amended to read as follows:

(a) maintenance, management, operation, repair and replacement of the Common Area, to the extent provided in this Declaration, including utilities, central high speed internet access lines, trash pick-up and disposal, landscaping, ponds and water courses, fencing around irrigation pond, entrance to Common Areas, playground equipment, sports areas and equipment, and other services benefitting the Common Area;

2. **Article V, Section 5.01, Books and Records**, shall be amended to read as follows:

Section 5.01. Books and Records. Pursuant to 38-33.3-317, C.R.S., the Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. All books, records, and paper of the Association shall be reasonably available for inspection and copying by any Member or his representative at the next Board meeting if occurring within 30 days after request. Records may not be used for any purpose unrelated to an owner's

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interest as an owner. The Board of Directors may establish reasonable rules concerning notice to be given the custodian of the records by anyone desiring to inspect them, and payment of costs of reproducing any documents requested by any Member.

3. **Article VII, Section 7.02, Landscaping and Irrigation System Alteration Approval**, shall be amended to read as follows:

Section 7.02. Landscaping and Irrigation System Alteration Approval. Owners will be responsible for replacing any dead or dying trees, bushes, shrubs or plants upon any Lot from an approved list of trees, bushes, shrubs or plants without approval from the Architectural Committee. Approval will be required in writing by the Architectural Committee provided for in Section 7.03 hereof for any deviation from the original landscape plan and/or deviation from the approved list of trees, bushes, shrubs and plants. Said Plans shall show in detail the proposed changes including location of the same, type of tree, bushes, shrubs or plants in relation to established landscaping and adjacent Lots. Additionally, no irrigation lines, equipment or sprinklers on any Lot shall be altered, moved or removed without prior approval in writing by the Architectural Committee. Any approved changes to existing landscaping or irrigation system components on any Lot shall be paid for by the Owner requesting the same. The Declarant, its successors or assigns, shall not be required to comply with the provisions of this Section 7.02.

4. **Article VII, Section 7.03, Appointment of Architectural Committee**, shall be amended to read as follows:

Section 7.03. Appointment of Architectural Committee. The Architectural Committee shall be appointed by the Board of the Association and shall be composed of three (3) or more representatives who need not be Members of the Association, to serve for a period of three (3) years. In the event of the death or resignation of any member of the Committee prior to expiration of their three (3) year term, the Board of the Association shall have the right to appoint such member's successor.

5. **Article VIII, Section 8.06, Owner's Use, subparagraphs (b), (e), (g), (o) and (p)**, shall be amended to read as follows:

(b) Maintenance, upkeep and repairs of any residence, garage, perimeter fence or other improvements on each Lot shall be the sole responsibility of the individual Owner thereof, except for maintenance and upkeep of grass areas, landscaping and irrigation lines, sprinklers and equipment which shall be the responsibility of the Association. Damages to any residence, garage, perimeter fence or other improvements on each Lot, grass areas, landscaping and irrigation lines, sprinklers and equipment due to Owners' neglect or abuse

will be repaired and/or replaced at Owner's expense. The owners of any attached residences (duplexes or townhouses) or shared garages (garages which straddle side property lines) constructed on Lots shall share equally in the costs of maintenance, upkeep, repair and replacement of party walls between, and the exteriors and roofs of, the attached residences or shared garages. The exterior of residences and garages shall be maintained in good condition and repair, including, without limitation, siding, shingles, tiles, paint and trim. All landscaping, steps and porches shall be aesthetically pleasing and reasonably consistent with the landscaping of the surrounding Lot Owners. Weather permitting, all Lots shall be reasonably landscaped within six (6) months after the residence is built on the Lot. All steps and porches shall be completed, including the appropriate painting, within thirty (30) days after the residence is built on the Lot.

- (e) No commercial type vehicles, unlicensed vehicles or trucks shall be parked on any Lot except while engaged in transport. For the purposes of this paragraph, a 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck. No recreational vehicles including, but not limited to, campers, boats, ATVs, snowmobiles, motor homes and utility trailers, shall be parked on or about any Lot or street in Windsor Park unless parked inside a garage, except for temporary parking for Owner's use, preparation or visitor's convenience. Pursuant to the Fruita Municipal Code, trailers or recreational vehicles are not to be parked on city streets or alleys for longer than twelve (12) hours and at no time are they to be occupied on a city street or alley. Overnight guests may occupy a trailer or recreational vehicle on private property (by invitation) for no more than seventy-two (72) hours, so long as the trailer or vehicle does not violate any other codes. Temporary parking or occupancy is allowed for no more than twelve (12) hours in designated rest areas. After the twelve (12) hour period and/or seventy-two (72) hour period vehicles, including recreational vehicles but not limited to campers, boats, ATVs, snowmobiles, motor homes and utility trailers, shall be parked in a private garage or at an off site approved storage facility.

- (g) No Lot Owner shall be allowed to park in the area between the front of their home and the street, more than two (2) vehicles, except while engaged in transport or for infrequent periods not to exceed 12 hours. All parking spaces shall have an asphalt-based or concrete surface. The parking of a motor vehicle by the Occupant of a residence on a street or driveway will be allowed if the vehicle is required to be available at designated periods at such Occupant's residence as a condition of the Occupant's employment and all of the following criteria are met: (i) the Occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services; (ii) parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Owners

or Occupants' house, streets, driveway, and the Common Areas, as defined in 38-33.3-106.5(1)(d), C.R.S.

- (o) No advertising signs, billboards or unsightly objects shall be maintained or erected. "For Sale" signs may be posted no larger than those allowed by the then existing City of Fruita ordinances. As defined in 38-33.3-106.5(1)(c), C.R.S., political signs (i) may be posted no earlier than forty-five (45) days before the day of an election nor later than seven (7) days after the day of an election; (ii) shall be limited to one (1) political sign per political office or ballot issue that is contested in a pending election; and (iii) shall be no larger than those allowed by the existing City of Fruita ordinances.
- (p) No fencing shall be placed on any Lot without approval of the Architectural Committee as provided for in Section 7.01 hereof, which approval may be withheld if such fencing is not in character and harmonious with the improvements existing on the other Lots and the Common Area in Windsor Park or if such fencing interferes with maintenance and upkeep of any grass areas or landscaping.

6. **Article VIII, Section 8.06, Owner's Use**, shall be amended to include the following additional **subparagraphs (s) and (t)**:

- (s) Pursuant to 38-33.3-106.5(1)(a) and (b), C.R.S., the display of the American flag on an Owner's Lot, in or on a window, pole, balcony or porch shall be in a manner consistent with the federal flag code. The Architectural Committee may regulate the location and size of flags and flagpoles to preserve the overall value of the entire property. The display of a service flag bearing a star denoting the service of the Owner or Occupant of the residence, or a member of the Owner's or Occupant's immediate family, in the active service or reserve military service of the United States during a time of war or armed conflict shall be on the inside of a window or door of the residence and shall be no larger than nine (9) inches by sixteen (16) inches.
- (t) Keeping, depositing, parking, or scattering unused or discarded items of any kind may be deemed a public nuisance and bring abatement action pursuant to the policy of the City of Fruita that every public nuisance shall be restrained, prevented, abated, and perpetually enjoined (31-15-401(1)(c), C.R.S.).

7. **Article VIII, Association Powers and Owners' Use**, shall be amended to include the following additional **Section 8.07, Dispute Resolution**:

Section 8.07. Dispute Resolution. As defined in 38-33.3-124, C.R.S., disputes between the Association and Owners shall be addressed pursuant to the following Dispute Resolution Policy:

- (a) Any dispute shall be reported to the Board of the Association. The Owner with a dispute will be invited to address the next scheduled board meeting to present the Owner's viewpoint of the dispute. If the dispute is not resolved at the board meeting by both the Association and the Owner, the Board of the

Association will send a certified/return receipt letter by First Class mail to the Owner addressing the dispute. If the dispute is an offense/non-conformance of the Declarations, the Board of the Association will give the Owner seven (7) days from receipt of the letter to rectify the offense.

- (b) If there is no resolution between the Association and Owner of the dispute after seven (7) days of receipt of the letter notifying the Owner of the dispute, the Owner, at Owner's expense, may contact an attorney or representative to address the dispute with the Association's attorney or representative.
- (c) The Association's attorney or representative and Owner's attorney or representative will work together towards a resolution of the dispute. If no resolution can be reached from both attorneys' efforts, an arbitrator will be used to resolve the dispute before proceeding to the legal court system at which time the courts will decide the final outcome of the dispute.
- (d) If the dispute is a direct violation of a City of Fruita Municipal Code or Land Use Code the infraction will be reported to the City Attorney or his designee to bring and maintain any action, pursuant to the provision of the Fruita Municipal Code.

8. **Article XI, Insurance and Fidelity Bonds**, shall be amended to include the following additional **Section 11.06, Insurance Claims**:

Section 11.06. Insurance Claims. An Owner can file a claim against the Association's insurance policy if: (i) Owner has first contacted the Board in accordance with any applicable Association policies for owner-initiated claims; (ii) the Association has had fifteen (15) days to respond in writing and inspect any damage; and (iii) the subject matter of the claim falls within the Association's insurance responsibilities.

9. **Article XIII, General Provisions**, shall be amended to include the following additional **Section 13.13, Disclosure Common Interest Community**:

Section 13.13. Disclosure Common Interest Community. As more particularly defined in 38-35.7-102, C.R.S, every contract for the purchase and sale of residential real property in Windsor Park shall contain a disclosure statement in bold-faced type that is clearly legible informing the buyer that (i) Windsor Park property is a common interest community and that the property is subject to governing documents that create financial obligations for the buyer; (ii) failure to pay could lead to placement of a lien; (iii) changes may be prohibited without obtaining approval by an architectural review committee; and (iv) at buyer's request, the seller must provide documents or authorize the Association to provide documents upon payment of copying costs.

10. Except as amended herein, the Declaration (as amended) shall remain the same and in full force and effect.

STATE OF COLORADO)
) ss.
COUNTY OF M E S A)

CERTIFICATION

The undersigned President and Secretary of the Windsor Park Homeowners' Association, Inc., do hereby certify that the foregoing pages constitute a true and correct copy of the amendments approved by at least fifty percent (50%) of the Lots in Windsor Park Subdivision pursuant the written ballots received by the Association in response to a mailing of the same to all Owners of record on or about _____, 2008; and we further certify that said amendments have not been amended, repealed, revoked, rescinded or modified and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, we have hereunto subscribed our names this _____ day of _____, 2008.

WINDSOR PARK HOMEOWNERS'
ASSOCIATION, INC.

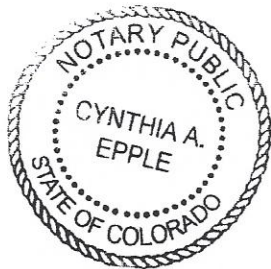
ATTEST:

By Brenda A. Sullivan
President

M.E. Hennikson
Secretary

Subscribed and sworn to before me this _____ day of _____, 2008, by Brenda A. Sullivan as President and M.E. Hennikson as Secretary of the Windsor Park Homeowners' Association, Inc.

Witness my hand and official seal.
My commission expires: 8-29-2010



Cynthia A. Epple
Notary Public

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THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WINDSOR PARK SUBDIVISION

THIS THIRD AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision is made this 15 day of May, 2009, by the undersigned, being the Owners of at least fifty percent (50%) of the Lots in Windsor Park Subdivision.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision (the "Declaration") was recorded in the records of Mesa County, Colorado, on May 22, 2002, in Book 3083 at Page 24;

WHEREAS, the Declaration was amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision recorded in the records of Mesa County, Colorado, on June 18, 2003, in Book 3391 at Page 251; and

WHEREAS, the Declaration was amended by the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision originally recorded in the records of Mesa County, Colorado, on January 16, 2009 in Book 4779 at Page 390, and re-recorded in the records of Mesa County, Colorado on March 2, 2009 in Book 4804 at Page 909; and

WHEREAS, owners representing the ownership interest in more than fifty percent (50%) of the Lots in Windsor Park Subdivision desire to affirm all changes made to the Declaration by the entire Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision as it was re-recorded in the records of Mesa County, Colorado on March 2, 2009 in Book 4804 at Page 909; and

WHEREAS, owners representing the ownership interest in more than fifty percent (50%) of the Lots in Windsor Park Subdivision desire to amend the Declaration (as amended).

NOW, THEREFORE,

- I. The undersigned owners hereby affirm all changes made to the Declaration by the entire Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision as it was re-recorded in the records of Mesa County, Colorado on March 2, 2009 in Book 4804 at Page 909;
- II. The Declaration (as amended) is hereby further amended as follows:
 1. **Article VIII, Association Powers and Owners' Use**, shall be amended to include the

following additional **Section 8.08, Fines for Noncompliance**:

Section 8.08. Fines for Noncompliance. The Board shall have the power to determine that an Owner is in non-conformance with the Declarations. Upon making such a determination, the Board shall send a certified/return receipt letter by First Class mail to the Owner notifying that Owner of the non-conformance, and giving the Owner ten (10) days from receipt of the letter to remedy the problem. If within that time, the Owner fails to remedy the non-conformance to the full satisfaction of the Board, then the Board may assess a fine against the Owner of \$100 for every week, or part thereof, that the Owner remains in non-conformance after the expiration of the ten (10) day notice period. Upon making a determination that it will assess a fine under this section the Board shall send a certified/return receipt letter to the Owner notifying that Owner of the Board's decision to assess the fine. Any fine assessed under this section will be included as a "fine" under Section 4.01 of this Declaration and shall be a charge on and covenant running with the land and will create a continuing lien on the Lot of the Owner as provided for in Section 4.01. The power of the Board to assess a fine under this section shall not be limited by any ongoing Dispute Resolution with the Owner as provided for in Section 8.07 of this Declaration; provided however, that upon the Owner's request, the Owner will be given an opportunity to be heard by the Board pursuant to that section.

2. **Article XIII, Section 13.04, Amendment**, shall be amended to read as follows:

Section 13.04. Amendment. Subject to the provisions of Section 38-33.3-217(1), (5) and (6), C.R.S., all or any portion of this Declaration other than the provisions of Article XII may be supplemented, changed, or canceled in whole or in part at any time by the consent of a majority of the Owners entitled to vote, evidenced by an instrument in writing signed by the consenting Owners and certified on behalf of the Association by the President (the "Officer's Certificate"), when the Officer's Certificate is duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado. Upon recordation in that manner, any modification of this Declaration shall be valid and binding upon the Owners and their heirs, personal representatives, successors in interest, and assigns. This Declaration may also be amended as provided by Section 38-33.3-217(7), C.R.S.

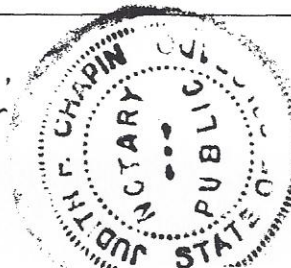
3. Except as amended herein, the Declaration (as amended) shall remain the same and in full force and effect.

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision shall become effective upon recording with the Mesa County Clerk and Recorder. The undersigned represent at least fifty percent (50%) of the Lots within Windsor Park Subdivision.

David Wilzoy

5/11/09

Judith F. Chapin
5/15/09



following additional **Section 8.08, Fines for Noncompliance**:

Section 8.08. Fines for Noncompliance. The Board shall have the power to determine that an Owner is in non-conformance with the Declarations. Upon making such a determination, the Board shall send a certified/return receipt letter by First Class mail to the Owner notifying that Owner of the non-conformance, and giving the Owner ten (10) days from receipt of the letter to remedy the problem. If within that time, the Owner fails to remedy the non-conformance to the full satisfaction of the Board, then the Board may assess a fine against the Owner of \$100 for every week, or part thereof, that the Owner remains in non-conformance after the expiration of the ten (10) day notice period. Upon making a determination that it will assess a fine under this section the Board shall send a certified/return receipt letter to the Owner notifying that Owner of the Board's decision to assess the fine. Any fine assessed under this section will be included as a "fine" under Section 4.01 of this Declaration and shall be a charge on and covenant running with the land and will create a continuing lien on the Lot of the Owner as provided for in Section 4.01. The power of the Board to assess a fine under this section shall not be limited by any ongoing Dispute Resolution with the Owner as provided for in Section 8.07 of this Declaration; provided however, that upon the Owner's request, the Owner will be given an opportunity to be heard by the Board pursuant to that section.

2. **Article XIII, Section 13.04, Amendment**, shall be amended to read as follows:

Section 13.04. Amendment. Subject to the provisions of Section 38-33.3-217(1), (5) and (6), C.R.S., all or any portion of this Declaration other than the provisions of Article XII may be supplemented, changed, or canceled in whole or in part at any time by the consent of a majority of the Owners entitled to vote, evidenced by an instrument in writing signed by the consenting Owners and certified on behalf of the Association by the President (the "Officer's Certificate"), when the Officer's Certificate is duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado. Upon recordation in that manner, any modification of this Declaration shall be valid and binding upon the Owners and their heirs, personal representatives, successors in interest, and assigns. This Declaration may also be amended as provided by Section 38-33.3-217(7), C.R.S.

3. Except as amended herein, the Declaration (as amended) shall remain the same and in full force and effect.

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision shall become effective upon recording with the Mesa County Clerk and Recorder. The undersigned represent at least fifty percent (50%) of the Lots within Windsor Park Subdivision.