

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
WINDSOR PARK HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT is made this 12 day of February, 2020.

**RECITALS**

A. Casa Tiara Development, Inc., a Colorado corporation, created WINDSOR PARK HOMEOWNERS' ASSOCIATION, INC. ("Community") by recording the Declaration of Covenants, Conditions and Restrictions of Windsor Park Subdivision in the real property records of the County of Mesa, State of Colorado, at Reception No. 2057707, on May 22, 2002 (the "Original Declaration").

B. Windsor Park Homeowners' Association, Inc., is the Homeowners Association described in the Declaration; and

C. The Declaration has been amended by that First Amendment to Declaration of Covenants, Conditions, and Restrictions for Windsor Park Subdivision recorded on June 18, 2003 at Reception No. 2128391 ("First Amendment"); by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision recorded on January 16, 2009 at Reception No. 2472396 ("Second Amendment"); and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Park Subdivision recorded on June 1, 2009 at Reception No. 2491300 ("Third Amendment"). The Original Declaration, along with the First, Second and Third Amendments are collectively the "Declaration".

D. The Declaration provides for and allows for this Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions of Windsor Park Subdivision (the "Amendment") in Article XIII, Section 13.04, which provides as follows:

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 Owner of the Lots 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.

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

F. This Fourth Amendment has been prepared and determined by the Association and by the Owners that have approved this Fourth Amendment to be reasonable and not burdensome.

G. The purpose of this Fourth Amendment is to clarify maintenance and repair obligations for the irrigation systems and certain landscaping.

H. The undersigned, being the President and Secretary of the Association, hereby certify that Owners representing at least 50% of the Association votes have consented and agreed to this Fourth Amendment.

I. As amended by this Fourth Amendment, this amendment shall become part of and incorporated into the "Declaration."

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

**(a) Repeal and Replacement. Article VII, Section 7.02 is hereby deleted in its entirety and the following paragraph is hereby substituted:**

Section 7.02. Landscaping and Irrigation System Maintenance, Alteration & Approval.

- (a) Owners will be responsible for the maintenance of all shrubs, plants and trees installed on their Lot(s) including the replacement of dead or dying trees, bushes, shrubs or plants with plantings from the approved list of trees, bushes, shrubs or plants. No deviation from this list is permitted without written approval from the Architectural Committee.
- (b) Notwithstanding the provisions of Article 8, Section 8.06(b), Each Owner shall also maintain, repair and replace the irrigation emitters and drip lines serving the Lot (the "Owner System"). This obligation specifically excludes the irrigation system serving the turf areas and that of the Lot (the "HOA Irrigation System") which shall be maintained at the sole cost and expense of the Association. Each Owner shall promptly repair any damage to the Owner System. Failure to promptly repair such damage shall be considered a violation of this covenant. Owners shall promptly notify the Association of damage to the HOA Irrigation System serving their Lot.
- (c) No Owner may alter such plantings without the prior written 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.

- (d) The Association shall maintain, repair and replace of the HOA Irrigation system and retention pond and all related equipment and infrastructure on the Common Elements which does not include the components of the Owner System defined above but does include maintenance and repair of any heads and portions of the lines turf areas only.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**WINDSOR PARK HOMEOWNERS' ASSOCIATION, INC.**, a Colorado nonprofit corporation

By: Phyllis A. Bowers  
President Windsor Park HOA

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Mesa )

The foregoing was acknowledged before me this 13 day of February, 2020, by Phyllis A. Bowers, as President of Windsor Park Homeowners' Association, Inc.

Witness my hand and official seal.  
My commission expires: Oct 16, 2023

JENNIFER M MILES  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20154040882  
MY COMMISSION EXPIRES OCT 16, 2023

Jennifer M Miles  
Notary Public