

RULES AND REGULATIONS OF WOODMOOR

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Part IV, the *Design Standards Manual* is a separate publication. Copies of the *Design Standards Manual* are available for purchase at the WIA office, or at no charge, through the WIA website at www.woodmoor.org. Residents will need a copy of the *Design Standards Manual* for such things as new construction, additions to your home, as well as various exterior modifications to your home or landscaping. **Exterior modifications require WIA approval.**

INTRODUCTION

Woodmoor is a community comprised of over 2600 lots and more than 7,000 residents. The community of "Woodmoor" is defined by those properties that are subject to the Woodmoor covenants (commonly known as "North" and "South" Woodmoor).

The covenants for all of Woodmoor are identical except as to certain building setbacks. The covenants and the Articles of Incorporation of the Woodmoor Improvement Association (WIA) direct the WIA to enforce the covenants and to control all construction and exterior building appearance in Woodmoor. The WIA is the homeowners association of Woodmoor and is operated through volunteer Woodmoor residents who are elected to the Board of Directors. The WIA also employs a paid staff.

The Colorado Common Interest Ownership Act ("CCIOA") specifically grants to homeowner associations, such as WIA, the power to adopt rules and regulations. The By-laws of the WIA empower the WIA to enact rules and regulations as needed to interpret the covenants pursuant to CCIOA.

With the near completion of the build-out in Woodmoor, the work of the WIA has now turned to encouraging covenant compliance. The enforcement of the covenants necessarily involves some interpretation of the covenants. So that the interpretation and enforcement of the covenants are consistent throughout the years of differing volunteer Board members, and so that Woodmoor residents have an easy reference with regard to the covenants and other activities in Woodmoor, the Board of Directors has summarized the covenants and their adopted interpretations in these Rules and Regulations. Where it would be helpful to residents, El Paso County or Colorado regulations are also referenced. WIA Rules and Regulations may be amended from time to time by the Board of Directors. Changes will be announced in the WIA Newsletter.

Owners who do not receive mail at their Woodmoor property address are required to provide a current mailing address to the WIA. If a Woodmoor property is rented out, the owner must advise the WIA of the responsible tenant(s) name(s). The WIA must be provided current contact information for any third-party property manager. Any owner that fails to provide the above information, making it difficult or impossible for the WIA to contact them, are nonetheless responsible for any additional costs, fees, assessments, fines, etc. imposed by the WIA, and are likewise liable for any legal and investigative costs incurred by the Association while attempting to contact such owners.

**The Woodmoor Improvement Association Board of Directors
Adopted January 2002 - Effective May 1, 2002**

PART I. USE OF PROPERTY

SOURCE: COVENANTS, ARTICLE V., SECTIONS 1, 3, 6, 8, 9, 10, 11, 12, 13, and 14.

The Covenants provide that no building, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association through the Architectural Control Committee (ACC). Review of ACC decisions will be made by the WIA Board of Directors at the request of the homeowner.

"Buildings" are those defined in the *Design Standards Manual (Rules & Regulations, Part IV)* as a structure having a roof supported by columns or walls, but do not include buildings that are solely for the purpose of playground equipment and are less than a total of fifty (50) square feet.

A. ANIMALS

1. The Covenants provide that no animals, livestock or poultry of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic household pets may be kept provided they are not kept or maintained for any commercial purposes. The number of pets permitted per household is four (4), by El Paso County law.
2. Dogs

By County ordinance, dogs must be licensed in El Paso County, which includes Woodmoor. Dog licenses may be purchased in person or by mail from the Pikes Peak Humane Society in Colorado Springs.

If a resident's dog is barking excessively or is not contained on its lot to the annoyance of the neighborhood, such activity will be considered a covenant violation. Following are the conditions under which lot owners and/or pet owners may be cited and subsequently fined:

- a) Whenever any pet in Woodmoor, whether within an enclosure, leashed, contained by an electronic device, or left free to roam, creates an undesirable situation with respect to noise, threatening behavior, or unwanted presence on another's property as verified by one or more of the following:
 - (1) a WIA staff member,
 - (2) a member of the WIA Board of Directors,
 - (3) an individual appointed by the Director of Covenant Enforcement,
 - (4) multiple complaining residents.

- b) Excessive dog barking is defined to be any occurrence of barking that is not adequately addressed by the pet owner or custodian so as to stop the barking prior to verification by one of the parties identified in the above section (a).
- c) Pet waste should be removed from yards, common areas and streets so as not to create a nuisance. Woodmoors' rules on pet control include State and County leash laws.

State law (C.R.S. §30-15-101) and El Paso County (Resolutions No. 01-267) requires that all dogs be either physically restrained such as on a leash or similar tether not longer than fifteen (15) feet in length or in a pen, cage, fence or motor vehicle or be conditioned to immediately respond to verbal or otherwise communicable commands so long as the dog does not run at large. The WIA Rules include the same controls, and while WIA does not enforce the El Paso County animal control laws, upon complaint, the WIA may refer an animal control issue to the county authorities for investigation and a complaint and a summons may be issued by county authorities.

B. BUSINESS ACTIVITIES

No commercial type vehicles (including any vehicle with a logo or company sign) and no trucks are to be stored or parked on any lot except in a closed garage, nor parked on any residential street or alley except while engaged in transport to or from a residence and then may be parked at the residence up to twenty-four (24) hours. A 3/4 ton or smaller vehicle, known as a pickup truck, and which is not used for commercial purposes shall not be deemed to be a commercial vehicle or truck.

Residents who have houseguests visiting with a commercial truck (e.g. U-Haul) must apply to the WIA for a permit permitting the commercial truck on the property during the visit. The WIA will issue a permit for up to ten (10) days, and the permit must be prominently displayed on the truck so that, if at all possible, it is visible from the street. **Commercial trucks of houseguests which do not have a visitor permit or which exceed the time limit of the permit will be considered a covenant violation against the Woodmoor lot owner.**

No commercial business or trade shall be carried on upon any tract without specific approval of the Architectural Control Committee.

Childcare businesses are prohibited in Woodmoor.

Residents desiring an opinion as to whether the proposed business activity at their home violates the covenants may request an advance determination from the WIA Board of Directors. The home occupation shall not create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, congestion to traffic flow, parking problems or any other nuisance or hazard which disturbs the peace, quiet, and residential nature of any neighborhood in Woodmoor. Only persons residing in the dwelling may be employed in a home occupation. The residential use of the dwelling must at all times be the primary use; the home occupation is secondary to the residential use.

No storage or display of materials, goods, supplies or equipment related to the operation of a home occupation shall be allowed on porches or outside of the garage or the dwelling. No off-street parking for the use of an employee or clients shall be provided other than the off-street parking normally provided for the property as a residence.

C. CLOTHESLINES AND EXTERIOR TANKS

The covenants provide that no lot owner shall place upon his premises clotheslines, swimming pool filter tanks, fuel oil tanks, or similar tanks which may be visible from the street or adjacent properties. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining lots. Protective enclosures to screen these items must be approved by the ACC.

D. CONSTRUCTION NOISE

Noise-producing construction on any project regardless of size, shall not begin before 7:00 a.m. (noon on Sunday or legal holidays) or continue after 6:00 p.m. A legal holiday is one on which government offices are closed. Gasoline powered chain saws are restricted to these same hours of use.

E. FENCES

No fence or partial fence may be placed on any lot without the approval of the Architectural Control Committee. Partial fences, which are on the corners of lots or driveways or fencing material used as decoration, must also be approved by the ACC. See the *Design Standards Manual (Rules & Regulations, Part IV)* for the details on what fences will be approved.

Snow fences are permitted on lots during the snow season (Nov. 1 – Apr. 30) with prior approval of the ACC and must be of a natural color (bright colors not approved).

Chain link fences or plastic mesh material will not be approved by the ACC.

No fence or structure or planting of any kind may be placed in any utility easement on the lot. Most lots have eight (8) foot utility easements on both rear and side lot lines. See the Survey and/or Improvement Location Certificate attached to the title insurance policy for the lot to confirm the easements. The ACC will need proof that the fence is not in a utility easement or Non-Vehicular Easement (NVE) before approval for a fence will be given.

The WIA must approve underground electronic dog-control fences installed on or after May 1, 2002. Such underground electronic fences must be placed at least fifteen (15) feet from all property lines. Placing such a fence close enough to a property line to permit an aggressive animal to intimidate neighbors or passers-by will be considered a nuisance by the WIA.

F. OPEN FIRES

Open fires, including campfires, are not allowed in Woodmoor. If a controlled burn is needed, a permit must be obtained from the Woodmoor/Monument Fire Protection District.

CAUTION: All outdoors heating devices such as Chimineas, should be reviewed by the Fire Department for appropriate use and placement.

G. FIREWORKS

Fireworks of *all* types are prohibited throughout Woodmoor. Owners and/or residents or guests who use fireworks anywhere in Woodmoor, or who allow any fireworks to be discharged on their property will be subject to the fine procedure.

H. FLAGPOLES

Flagpoles are regulated in Woodmoor; an application must be made to the ACC. See the *Design Standards Manual* for flagpole criteria. Flagpoles may not be illuminated at night.

I. GARAGE SALES

Garage or yard sales of homeowners' personal items are permitted in Woodmoor provided that the location, timing, or frequency of the sale(s) does not create a nuisance to neighbors. No sign, advertising garage or yard sales may be placed on private property without permission of the owner. All signs are to be removed within twenty-four (24) hours after the end of the sale. No signs may be placed on trees or "Woodmoor" signs.

J. LANDSCAPING

Major modifications to the landscape of the lot, including rock or retaining walls, ponds and streams, moving large amounts of dirt or adding large amounts of fill to any lot will require ACC approval. When in doubt, submit the application for ACC approval. See the *Design Standards Manual (Rules & Regulations, Part IV)* for details of recommended and approved landscaping for Woodmoor lots.

Minimum landscape requirements are addressed in detail in the *Design Standards Manual (Rules & Regulations, Part IV)*. Landscaping on each lot with a residence shall be maintained so as to assure the property meets the minimum requirements.

K. MOTOR VEHICLES

Motor vehicles shall be driven and parked only on lot areas specifically designated for vehicular use on ACC approved plans. Unlicensed vehicles must be parked inside a garage. Up to two (2) currently licensed motor vehicles may be parked in the resident's driveway, not on the street. This rule does not apply to the vehicles of temporary guests or visitors. All Woodmoor residents are asked to be considerate of their neighbors' view and to keep garage doors closed when they are not in use. Leaving a garage door open for long periods of time may be considered a "nuisance" and treated as such under these Rules. See (B) Business Activities regarding commercial vehicles.

L. NUISANCES ON PROPERTY

The Covenants provide that nothing shall be done or permitted on any lot, which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

1. Lots that have noxious weeds, as defined by El Paso County, will be notified of the condition and that the lot owner must correct the condition by spraying and/or regular mowing. Failure to adequately address a noxious weed problem will be considered maintaining a nuisance on the property. Furthermore, uncut grass, weeds or other vegetation that contribute to an unkempt look or constitute a fire hazard are considered a nuisance on the property.
2. Exterior lights are to be installed so that they do not create a nuisance for neighbors.
3. Seasonal items, recreational and/or sports equipment, and other possessions shall be properly stored so as to ensure that the surrounding area does not constitute a visual nuisance or detract from the natural beauty of Woodmoor. Bright colors for any protective covering, such as a tarpaulin (tarp), will not be permitted.

M. OUTBUILDINGS

The Covenants provide that all garages, porches, storage areas, garden houses, etc. must be attached to the dwelling house and be constructed so as to constitute one building only, except that one ancillary building in keeping with the overall architecture and scheme of the dwelling will be permitted. The design and location of all such structures or buildings must be included on a plan submitted to the Architectural Control Committee for approval.

The ACC has defined an "ancillary building" to be a small building, separate from the principal residence, which does not exceed one hundred twenty (120) square feet in area and is limited to one story, not to exceed fourteen (14) feet in height. The ancillary building materials and overall architecture must be the same as the primary building. Prefabricated or portable buildings are not allowed that do not reflect the appearance of the primary building.

The ACC will not approve any building that is proposed to be in the lot setbacks. Detailed requirements for approval of buildings is found in the *Design Standards Manual (Rules & Regulations, Part IV)*.

N. OUTSIDE ANTENNAS & SATELLITE DISHES

Outside aerials or antennas or satellite dishes greater than one (1) meter in diameter or diagonal measurement are not permitted.

O. PLAYGROUND/SPORTS EQUIPMENT

Playground equipment includes all types of non-vehicular equipment used outdoors for recreation that are left outdoors for more than twenty-four (24) hours.

Playground equipment in Woodmoor requires WIA approval. However, playground or sports equipment meeting the criteria of Temporary Playground Equipment, as described below, may be used by residents without obtaining WIA approval.

Regardless of whether Playground Equipment is temporary or not, if any re-grading of the property is desired, approval to re-grade the property must be obtained in advance from the WIA.

Playground equipment which is not a “building” may be approved for location in the setback, although the WIA will endeavor at all times to preserve the open space of the setbacks whenever possible. If the proposed installation is in the property setback, the WIA will ask the neighbors adjoining the setback to consent to the installation in the setback. However, if the neighbor does not consent, the WIA may still consider the application for approval based on all the circumstances presented.

1. Temporary Playground Equipment is playground equipment that complies with ALL of the following conditions:
 - a) No part of the equipment is placed in any setback.
 - b) The equipment requires no more than a half-day to set up or remove.
 - c) Setup and removal is typically done by the resident.
 - d) The equipment is stored indoors, or out of sight, for at least seven consecutive months in any twelve (12) month period, during which time it is not used at all.
 - e) When in use, the equipment is not anchored to the ground in any manner.
 - f) Total weight of the fully configured equipment is less than five hundred (500) pounds when in use. If the equipment contains water; the water weight (7.8 pounds per gallon) is included.

P. REFUSE AND RUBBISH

The Covenants provide that rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition and must have secure lids in order to discourage animals from attacking the trash. Dumpsters of any size must be pre-approved by the ACC, and in no case may they be placed in the public right of way. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Residents are encouraged to not put garbage bags or containers out overnight for a morning pickup as animals may attack and disperse the trash. Garbage containers must be returned to storage within the same day as garbage pickup. Burning of trash is not permitted.

Compost piles are permitted so long as they do not include kitchen garbage and they are not exposed to sight from public roads or adjoining or nearby premises. Enclosed compost containers are preferred. Open compost piles, which contain kitchen garbage or otherwise cause or create a nuisance to the neighboring lots will be considered a covenant violation.

Q. SIGNS

The Covenants provide: No sign of any character shall be displayed or placed upon any of the premises or Lots in said Subdivision except one professional sign of not more than 1 (one) square foot in area per side, advertising the property for sale, house numbers, occupant's name, or signs used by a builder approved in writing by the Architectural Control Committee to advertise the property during the construction and sales period. All signs are subject to the approval of the Architectural Control Committee.

One sign of not more than 1 (one) square foot in area (144-sq. in.) is permitted on each lot. Accouterments (hardware and posts) to keep the sign are not considered as a part of the dimensional limitations placed on signs. Neither the sign nor its support may be attached to a tree. Signs may not be located where they could confuse or obstruct the view or interpretation of any official traffic sign, signal or device. Signs must not prevent a clear view by motorists of approaching traffic for at least five hundred (500) feet.

No commercial sign for advertising a business, other than as described below is permitted.

Two or more sales or promotional signs are not permitted on one lot. A "For Sale" sign or a builder's sign may be displayed, but not both, and may not exceed one square foot. A builder may keep a construction sign displayed only during the construction period, if it is the only sign on the property and it complies with the size limitation. Construction company signs must be removed within ten calendar days after the building is completed or the contractor and artisans have moved from the site. A realtor may keep a sign on the property only during the sales period. Name riders and "sold" stickers are authorized so long as they are a part of, and not an addition to, the one authorized sign and it does not exceed one square foot. "Sold" signs will not remain more than seven calendar days after the sale of the property.

Signs of sub-contractors are not permitted on the property.

Flags and "open house" directional signs are authorized for the days of the open house only. Such signs are prohibited on private property in Woodmoor without the owner's permission. Directional signs are prohibited in Woodmoor and also by County law on all county property and easements (i.e. roads, traffic signs and roadsides). Advertising banners, pennants, and wind-powered devices will be permitted on the property only during periods of active sales promotions where a realtor, their representative, or the resident will be on the premises during showing hours and not to exceed three consecutive calendar days at a time.

Election or political campaign signs are not subject to the restrictions on signs, so long as the signs are placed on private property in Woodmoor with the owner's consent and are promptly removed after the end of the political campaign.

A security sign limited to one square foot may be approved by the ACC.

No sign of any nature may be placed in common areas or on "Woodmoor" signs, except those installed by WIA. Any Woodmoor resident who destroys, removes, injures or defaces any "Woodmoor" sign will be subject to the Woodmoor fine procedure.

R. TRAILERS AND RV'S

Trailers are defined and regulated as follows:

1. TRAILERS, TYPE ONE (Trailer I) are those vehicles designed primarily for uses other than temporary living quarters. A Trailer I is further defined as any conveyance, towed behind a motorized

vehicle, used to transport material, equipment, supplies, trash, etc. Such trailers may be open or enclosed and include, but are not limited to, utility trailers, racing trailers, motorcycle and ATV trailers, boat trailers, horse trailers, personal watercraft and snowmobile trailers.

- a) No Trailer I of any type, such as described above, shall be present on any Lot for more than seventy two (72) hours per week, subject to a limit of twenty (20) overnights per year per residence, unless such trailer is kept in an enclosed garage. Nor shall these trailers be parked on any street in Woodmoor.
2. TRAILERS TYPE TWO (Trailer II) are those vehicles designed primarily as temporary living quarters for recreational, camping, travel, or seasonal use. A Trailer II is further defined as being a towed travel/camping trailer, a self propelled recreational vehicle (RV) or a truck mounted camper.
 - a) Due to the needs of Trailer II owners to service, provision, and pack their vehicles before use and, likewise, the need for unpacking, cleaning and servicing after use, a Trailer II may be parked in Woodmoor under the following conditions:
 - b) Residents may only park a Trailer II outside for a maximum of seventy-two (72) hours before and seventy-two (72) hours after using the vehicle. Between the seventy-two (72) hours after use and the seventy-two (72) hours before using the vehicle (i.e. back-to-back trips), the Trailer II shall not be parked at all on the property without a permit (see below). The seventy-two (72) hour periods can only be restarted after the Trailer II has been absent from Woodmoor for a minimum of forty-eight (48) hours. Consideration of ones neighbors, and the community as a whole, is paramount.
 - c) A Trailer II belonging to a guest may be parked overnight only after the host secures a permit in advance from the WIA. (During non-office hours, permits may be issued by Woodmoor Public Safety). Similarly, residents who wish to park their own Trailer II for longer than the above seventy-two (72) hour limit for the purpose of accommodating houseguests, or performing seasonal maintenance, must also secure a permit from the WIA to do so. One permit can be valid for up to ten (10) nights, but permits are limited to no more than twenty nights (20) per year per residence. Permits must be prominently displayed on the vehicle so as to be visible from the street if possible.
 - d) A Trailer II shall not be parked on any street in Woodmoor.
 3. The first violation of these rules will result in a Covenant Violation Warning Notice. Subsequent violations will result in a Notice of Fine for a minimum amount of \$50.00 per day. Fines must be paid or appealed in accordance with WIA procedures.

S. TREES

The Covenants provide that approval must be obtained from the Architectural Control Committee, duly delegated to the Forestry and Common Areas Director, to cut down, clear or kill any trees on any lot or to remove any live tree from a lot greater than four (4) inches in diameter, measured at a height of four and one-half (4-1/2) feet from the ground.. Each individual tree removed without authorization constitutes a separate

covenant violation. All fallen material, trees that are cut, and prunings (slash) are to be disposed of in such a way that all lots, whether vacant or occupied by buildings, shall be kept free of accumulations of brush, trash, or other materials which may constitute a fire hazard or renders a lot unsightly. Firewood must be stacked neatly.

Trees which are infested with disease or parasites and not controlled by the lot owner will be considered a nuisance. Trees which are dead and not removed by the lot owner may be considered a nuisance and a fire hazard.

The WIA may submit a complaint to El Paso County concerning infested or dead trees which are a nuisance and these may be ordered removed by El Paso County at the owner's expense. Residents should apply to the WIA for a tree inspection. A WIA tree monitor will review the tree conditions and the request for removal.

Diseased cut trees or branches must be removed from the lot and disposed of in a manner which precludes spread of the disease. The WIA Forestry Committee will assist homeowners in advising on proper disposal of diseased cut trees or branches.

Use and maintenance of trees in Woodmoor is described in detail in the *Design Standards Manual (Rules & Regulations, Part IV)*.

T. WELLS

There shall be no water wells drilled or placed on any lot or tract covered by the Woodmoor covenants. (Article V, Section 7)

PART II. COMMON AREAS

SOURCE: Article II.

Residents of Woodmoor are common owners of approximately one hundred fifty (150) acres of common property in Woodmoor. These areas are generally undeveloped and offer places for hiking, picnicking or other recreation. Additionally, Woodmoor residents are common owners of the Barn, also known as the Woodmoor Community Center. Detailed maps of the common areas may be obtained from the WIA office.

Lake Woodmoor is not a Woodmoor Common Area, nor does the WIA own it. Lake Woodmoor is privately owned by Woodmoor Water & Sanitation. Woodmoor Water and Sanitation strictly prohibits trespassing.

A. PERSONS AUTHORIZED TO USE

Woodmoor Commons are authorized for use only by Woodmoor residents, their families, houseguests and tenants who reside on the property. Any other person using the Woodmoor Commons is unauthorized and will be considered to be a trespasser.

The WIA has the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas. The WIA may suspend the right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published Rules and Regulations.

B. CONDUCT OF MEMBERS WHILE USING COMMON AREAS

Woodmoor residents using the common areas will be expected to use the property safely and to not deface or litter the property in any way. Dogs may be permitted off the leash in the following common areas, so long as no danger is created to any other person or animal using the common areas (or residing adjacent to the common areas) and the animal is otherwise in voice control: The Marsh, Hidden Pond, Twin Ponds Picnic Area, North Park, The Meadows and Toboggan Hill only when no sledding is in progress. Dogs must be on leashes in all other common areas and in Toboggan Hill when sledding is in progress. Animal owners are encouraged to have their dogs on a leash in all the common areas during the hours of the school days when children are traveling to and from schools. Animal owners are responsible for all conduct of their animals in the common areas and animal owners who bring their animals to the common areas will hold the WIA harmless for any damage caused to person or property by their animals. Pet owners must clean up after their animals and properly dispose of any animal waste.

Fishing is permitted from the shores of the ponds; no ice fishing is permitted at any time. No boats of any kind are permitted on the ponds, except by prior written permission of WIA, usually in connection with a special event. No swimming is permitted in the ponds. **Ice skating on ponds is done at the skater's own risk and skaters shall indemnify the WIA from any liability.** Children under 16 must be supervised by an adult. The WIA does not maintain skating facilities, nor does it monitor ice conditions.

Any sledding on common areas such as Toboggan Hill is done at the risk of the sledders who shall indemnify the WIA from any liability. Children 12 and under must be supervised by an adult. No snowboarding or skiing is allowed on Toboggan Hill. WIA does not groom or improve the common areas or ponds for sledding or any other winter sports activities.

Residents using the common areas must park in areas off the roads that do not obstruct traffic or create a nuisance to neighbors of the common areas.

C. RESPONSIBILITY FOR USE OF COMMON AREAS

All persons who use the Woodmoor Commons do so at their own risk and shall indemnify the WIA from any liability. All persons using the Common Areas are responsible for their own, and their guests', safety. The WIA does not assume any duty to improve the Common Areas for safety of the users. The Common Areas are natural terrain, with all the hazards of open country and open water.

The Woodmoor Improvement Association is not responsible for any injuries to persons or property that occur while visiting or using the common areas.

D. GUNS AND FIREARMS

Guns or firearms of any kind (concealed or exposed) are not permitted on any Woodmoor Common Area, including the Woodmoor Community Center (the "Barn"), except those carried by authorized law enforcement officers or the Woodmoor Public Safety.

E. FIRES AND FIREWORKS

Open fires, including campfires, are prohibited in Woodmoor Commons. Fireworks of any kind are prohibited in Woodmoor, including in the Common Areas.

F. MOTORIZED VEHICLES

All motorized vehicles (including, but not limited to, automobiles, motorcycles, ATV's and snowmobiles) are prohibited from the Common Areas of Woodmoor. (This section does not apply to maintenance and/or utility vehicles as approved by the Board of Directors.)

G. USE OF COMMON AREAS FOR CONSTRUCTION

In certain specific cases, a common area may be used for temporary construction access or for utility installation, with the permission of the ACC and the Director of Forestry and Common Areas. See the *Design Standards Manual (Rules & Regulations, Part IV)* for the requirements of such use.

PART III. ENFORCEMENT OF COVENANTS

SOURCE: Article VI and the Colorado Common Interest Ownership Act ("CCIOA"), which specifically grants to homeowners associations such as the WIA the power to impose reasonable fines for violation of the Covenants, By-laws and Rules and Regulations of the Association.

The following rules shall apply to any alleged violation ("violation") of the Covenants, the WIA's By-laws and Rules and Regulations, except and excluding non-payment of assessments or other money due to the Association. The *Design Standards Manual (Rules & Regulations, Part IV)* contains details of the additional enforcement procedures with regard to the ACC and covenant violations arising out of new construction or remodeling.

A. COMPLAINT

Complaints of any violation shall be communicated to the WIA Board of Directors or WIA staff in writing, in person, by email, or by telephone. The Director of Covenant Enforcement (DCE), a WIA employee, or a Board of Directors member appointed by the DCE may initiate and investigate complaints. A complaint that is initiated by a WIA employee or the DCE is considered investigated at the time the violation is noted. A form that summarizes the alleged violation and extracts the pertinent information shall be filled out by the person complaining or by the WIA staff. The DCE will be the complaining party as to all covenant violations that have been brought to the attention of the WIA. The WIA staff is authorized by the Board of Directors to contact the property owner who is the subject of the complaint. The WIA will endeavor to protect the confidentiality of persons alerting the WIA to covenant violations. Letters alerting the ACC to concerns regarding new home construction will be disclosed to the homeowner and/or builder, if requested, and such letters will be part of the lot files and not subject to confidentiality during the construction of the home.

Owners shall be jointly and severally liable for violations committed by their contractors, agents, guests, or tenants. The Board of Directors may proceed against the owner and the contractor, agent, guest, or tenant, simultaneously or separately, and actions against one shall not bar action against the others. The Board of Directors may contact law enforcement authorities, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board of Directors from proceeding with covenant enforcement action.

B. ENFORCEMENT

After a complaint is received and investigated, following the procedures previously listed, WIA will notify the owner who is the subject of the complaint. Enforcement procedures vary according to the specifics of the violation, subject to the following guidelines.

1. **Serious/Immediate Risk Violations:** When a violation concerns a serious immediate situation for person or property the WIA will seek to obtain prompt action by the alleged violator to correct and avoid any recurrence. Examples include, fireworks, open fires, menacing or attacks by dogs, et cetera. Owners will be contacted, and a hearing scheduled as soon as possible.

2. Irreversible Violations: When a violation has occurred, which cannot be mended, WIA will notify the owner of a hearing that will determine the amount of a possible fine, or other punishment, for the violation. Examples include unauthorized cutting of trees, noise disturbances, et cetera. Owners will be contacted and a hearing scheduled as soon as possible.
3. Easily Remedied Violations: When a violation can be remedied by quick action, WIA will contact the owner and warn of a short term notice period, usually twenty four (24) hours to seven (7) days, during which the violation must be cured. Examples include, barking dogs, vehicle and sign violations, refuse and rubbish, et cetera. Owners may receive a warning by mail, phone, e-mail, or in person, advising of the violation, the time to correct, and further action should they fail to act. Violations that remain uncorrected after the notice period or those violations that are corrected but then subsequently recur will trigger a notice of hearing before the Board of Directors. Such hearings will be scheduled as soon as possible.
4. Other Violations: When a violation may reasonably require thirty (30) days or longer to remedy, WIA will warn the owner of the violation and establish a notice period during which the violation must be cured. Examples include ACC violations, tree and slash removal, et cetera. Violations that remain uncorrected after the notice period or those violations that are corrected but then subsequently recur will trigger a notice of hearing before the Board of Directors. Such hearings will be scheduled as soon as possible.
5. Repeat Violations: If a violation recurs after a fine or other punishment has been imposed, no warning notice will be made and such violation will trigger a notice of hearing before the Board of Directors. Such hearings will be scheduled as soon as possible. At such hearing, an escalating fine schedule or other punishment may be imposed, the general guideline to be at least a doubling of the prior penalty.
6. Following a hearing, in which a fine is levied, such fine may be appealed to the Board of Directors within ten (10) days of the issuance of the fine. Any appeal must be made in writing to the WIA office and will be scheduled for a hearing with the Board of Directors.

C. HEARINGS

When a hearing is necessary, the WIA shall send to the owner a written notice that a hearing on the complaint may be held and that fines may be imposed at the hearing. Such notice shall be sent via regular mail or by hand delivery. The notice shall indicate the time and place of the hearing, and any other information regarding violations and fines that the Board of Directors deems appropriate. The notice shall be deemed received by the alleged violator seven (7) days after mailing. The complaining resident may be given a copy of the notice of the hearing date.

At the hearing, the Board of Directors may consider any oral or written or other information from the alleged violator, the complaining party or any other concerned resident of Woodmoor. No legal or statutory rules of evidence or procedure apply to the hearing, and the Board of Directors may restrict testimony or proceed in any manner or order that it deems appropriate in its discretion. The Board of Directors may tape record or otherwise transcribe the hearing. The Board of Directors may proceed with the hearing even if the alleged violator fails to appear or refuses to participate or to submit information. The alleged violator may appear by himself or with an attorney and may cross-examine any witnesses and evidence presented. After hearing all information, witnesses or documents presented

at the hearing, the Board of Director's decision shall be made by a majority vote of the Board of Directors members present for the hearing and a brief summary of the decision and sanction, if any, shall be sent by regular mail to the alleged violator. The Board of Director's decision shall be final and conclusive on all parties and matters, except for instances of fraud or gross negligence.

D. FINES AND SANCTIONS

The WIA Board may impose fines and/or require restitution and/or other enforcement remedies, et cetera for any violation of the covenants, By-laws or Rules and Regulations. Each incident or each day of a continuing violation, may be considered a separate violation for which any maximum fine may be imposed. Any fine shall be a personal obligation of the owner, contractor, guest, family member and/or resident and may be recorded against the property creating a lien against the property, which may be foreclosed. The Board may notify any lender or credit agency of such obligation and lien.

E. ENFORCEMENT BY COURT ACTION

At the Board of Director's discretion, correction of a violation may be enforced through courts of law or equity; such enforcement may be independent, concurrent or subsequent to the imposition of fines. Whenever a violation is not corrected, or a formalized plan of compliance presented and approved by the Board of Directors or ACC, the Board of Directors may refer the matter to the Association's attorney for further action and court proceedings.

F. RECOVERY OF EXPENSES AND ATTORNEY FEES

In any court action or other proceedings to enforce or defend the covenants, the rules or otherwise to address a violation by an alleged violator, the WIA shall be entitled to assess and recover its expenses, attorney fees and costs against the owner, alleged violator and/or other party in addition to all other rights and remedies.

G. SUBSTANTIAL COMPLIANCE

Technical irregularities or defects in the complaint, notice or other compliance with this rule shall not invalidate the proceedings or any fine or sanction imposed. This rule is to be liberally construed to accomplish prompt, effective enforcement of Woodmoors' covenants, By-laws and Rules and Regulations.

H. TIME LIMITS

Enforcement of violations of the Covenants, By-laws or Rules and Regulations is not waived by any prior non-enforcement and the WIA may enforce its rights and remedies, including its lien for a period of not less than six years from the date it discovers the violation.