

MAINTENANCE MODIFICATION AGREEMENT

This MAINTENANCE MODIFICATION AGREEMENT (the "Agreement") is entered into, effective as of the date last signed below by and between the WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC., a Colorado non-profit corporation (the "Association") and _____ (the "Lot Owner").

Recitals

A. The Owner of the following real property: Block _____, Lot _____, also known as: _____ (the "Property Address").

B. Section 1.9 of the Declaration of Covenants, Conditions, and Restrictions of Westbrook Village Community Association, Inc. (the "Declaration"), defines the "Association Maintenance Areas" as follows: Any portion of a lot located in blocks 1 and 2, excluding the Dwelling Unit, and excluding walkways, driveways, patios, decks, or areas enclosed by fencing on such lots. Boundaries of the Association Maintenance Area on a Lot may be altered as specified in a written agreement approved and executed by the Owner of the Lot and the Association, as more particularly hereinafter provided in Section 5.5.

C. The Property is within the Association Maintenance Area and via this Agreement, the Owner wishes to eliminate maintenance on the Lot being provided by the Association pursuant to Section 1.9 of the Declaration.

Agreement

In consideration of the mutual promises set forth below and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Option Agreement as indicated by all the following items that are selected:

- a. The Lot Owner wishes to install a new private irrigation drip system, located within the red concrete curbing, pursuant to Section 6.26 of the Amended Declaration.
- b. The Lot Owner wishes to install additional landscape plantings within the red concrete curbing and, as such, remove the Association from responsibility for all maintenance, repair, and replacement within the red concrete curbing and their foundation, pursuant to Section 4.4 subsection (c) of the Amended Declaration.
- c. The Lot Owner has/or elects to add trees to the Common/AMA areas and, as such, there will not be maintenance/replacement provided by the Association for those identified trees.
- d. The Lot Owner wishes to modify the boundaries within the red concrete curbing/foundation of the AMA located on his/her Lot and, as such, remove the Association from responsibility for all maintenance, repair, and replacement in that modified area of the AMA, pursuant to Section 4.5 of the Amended Declaration

2. Runs with the Property / Binding Effect. The terms of this Agreement shall run with the Property and be binding upon all persons or entities having any right, title, or interest in the Property. The

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026
by _____.

Witness my hand and official seal.

Notary Public