

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions of Westbrook Village Community Association, Inc. (the "Amendment") is made effective as of the date recorded with the Clerk and Recorder of Boulder County, Colorado.

Recitals

A. The Declaration of Covenants, Conditions, and Restrictions of Westbrook Village Community Association, Inc. was recorded with the Clerk and Recorder of Boulder County on or about February 18, 1998, at Reception No. 1772839 (the "Declaration")

B. Under Article X, Section 10.2 of the Declaration, the Declaration may be amended by an instrument approved in writing by not less than seventy-five percent (75%) of the Members and by seventy-five percent (75%) of the First Mortgagees who have given the association notice of their interest in any Lot. Under C.R.S. §38-33.3-217(1)(a)(i), the Section 10.2 amendment requirements as to Members are declared void as contrary to public policy and, as a matter of law, Section 10.2 is deemed to specify a percentage of sixty-seven percent (67%). As a result, any amendment to the Declaration requires the approval of by not less than sixty-seven percent (67%) of the Members. Additionally, Under Article 12, Section 12.2, the proposed Amendment requires the approval of sixty-seven percent (67%) of the First Mortgagees of Lots.

C. As reflected in the Certification appearing at the end of this Amendment, this Amendment has received the approval of by not less than sixty-seven percent (67%) of the Members and not less than sixty-seven percent (67%) of the First Mortgagees of Lots.

Amendment

1. Section I (DEFINITIONS), Section 1.40 "Quorum of Owners" is deleted in its entirety and replaced with the following:

Section 1.40 "Quorum of Owners" shall mean and refer to the presence in person or by proxy, at any meeting of Members, of Members entitled to cast at least sixteen (16) of all votes entitled to be cast on the matter to be voted upon

2. Section III (ASSOCIATION STRUCTURE AND FORMAT), Section 3.6 Declarant Control of Association, Section 3.7 Election by Owners, and Section 3.8 Delivery of Association Documents by Declarant are all deleted in their entirety.

3. Section IV (DUTIES AND POWERS OF THE ASSOCIATION), Section 4.4 Duty to Manage and care for Common Areas and Association Maintenance Areas (AMA), is deleted in its entirety and replaced with the following:

Section 4.4 Duty to Manage and Care for Common Areas and Association Maintenance Areas (AMA):

(a) Common Maintenance Areas: The Association shall manage, operate, care for, maintain, and repair the areas marked as Outlots on the recorded plat. To do so, it shall irrigate, mow/edge, fertilize, weed control turf, and trim all grasses, shrubs, bushes, trees, removing dead/diseased trees as deemed necessary.

(b) Association Maintenance Areas: The Association shall manage, operate, care for, maintain, and repair all areas in Blocks 1 and 2, commonly known as Association Maintenance Areas (AMA), (excluding dwellings, private walks, private driveways, patios/decks, private fences, and any areas enclosed therein). The Association shall mow, trim/edge, fertilize turf, provide weed control, remove any bushes, shrubs, and trees at the Association's sole discretion. The Association shall provide advance notice to each AMA Lot Owner of the planned maintenance services. Lot Owners may designate those areas within their red concrete curbing and foundation, for which they do not wish services, by clearly identifying them with a bright yellow marker within five (5) days of such notification. If such identifications are not provided within that allotted time, the Lot Owner shall be deemed to have agreed to services that the Association considers appropriate.

(c) Without the written permission of the ARC, Lot Owners shall not add more plants, shrubs, bushes, or trees, or add to or modify the irrigation system. The Association will not maintain any raised beds, annual plantings, or vegetables planted by the Lot Owner as that becomes his/her responsibility. Any written agreement shall be recorded with the Boulder County Clerk and Recorder at the Lot Owner's expense and shall also be binding on future Lot Owners. If a Lot Owner finds that the foundation irrigation system is not adequate to irrigate their additional plantings, then Section 6.26 of this Amendment shall be applied.

4. Section IV (DUTIES AND POWERS OF THE ASSOCIATION), Section 4.5 Changes in Association Maintenance Areas (AMA), is deleted in its entirety and replaced with:

Section 4.5 Changes in Association Maintenance Areas (AMA). If the Owner of a Lot desires to change the boundaries of the AMA located on his/her Lot, the Owner shall notify the Association through the Design Review Request form to the Architectural Review Committee (ARC) and upon the ARC's approval, execute an AMA Maintenance Modification Agreement, which shall contain all terms and requirements deemed advisable by the ARC, in its sole discretion, for such change in boundaries of the AMA and shall be recorded with the Boulder County Clerk and Recorder and shall run with the title to the Lot and shall be binding upon each subsequent Owner. All costs of recording shall be assessed to the Lot Owner. Further, the Association's duty to manage and care for said contraction in the Lot's AMA, as provided in the Maintenance Modification Agreement, shall be eliminated. It becomes the obligation of the Lot Owner to maintain his/her modified Lot, however, any reduction to said Lot's AMA shall not reduce the amount of assessment payable by the Owner thereof.

5. Section IV (DUTIES AND POWERS OF THE ASSOCIATION), Section 4.15 Certain Rights and Obligations of the Declarant, is deleted in its entirety.

6. Section V (ASSESSMENTS), Section 5.3 Date of Commencement of the Assessments, is deleted in its entirety.

7. Section V (ASSESSMENTS), Section 5.5 Common Assessments and Association Maintenance Assessments, is deleted in its entirety and replaced with the following:

Section 5.5 Common Assessments and Association Maintenance Assessments.

- a) Common Assessments: All Lots within the Association (46) shall be subject to the (General) Common (Outlots) Assessments.
- b) The Association Maintenance Area (AMA) Assessments. The AMA Assessment shall be charged to all Lots (29) located within Blocks 1 & 2, as identified on the recorded final plat of the subdivision, according to the Allocated Interest of each Lot and shall be in addition to the Common Assessment. Further, if by way of a majority (67%) (20 Lots) vote of the Lots within Blocks 1 & 2, Lot owners elect to incur charges to their AMA area, those Supplementary Assessments will be shared in Blocks 1 & 2 (29) Lots only.

8. Section V (ASSESSMENTS), Section 5.6 Increase in Maximum Lot Assessment is deleted in its entirety.

9. Section V (ASSESSMENTS), Section 5.7 Supplementary Assessments, is deleted in its entirety and replaced with the following:

Section 5.7 Supplementary Assessments. If the Board shall determine, at any time, or from time to time, that the amount of General (Common) or Association Maintenance Assessments (AMA) are not adequate to pay for the costs and expenses of fulfilling the Association's obligations hereunder, one or more Supplementary Assessments may be made for the purpose of providing the additional funds required.

10. Section V (ASSESSMENTS), Section 5.10 Time for Payments, is deleted in its entirety and replaced with the following:

Section 5.10 Time for Payments. All General, Special and Supplemental Assessments for each Lot shall be payable as determined by Board.

11. Section VI (USE AND RESTRICTIONS), Section 6.3 Single Family Residence is deleted in its entirety and replaced with the following:

Section 6.3 Home Business. The operation of a home business must comply with all rules and regulations of the Association governing architectural

control, parking, landscaping, noise, nuisance, and/or all other matters concerning the operation of a home-based business. Additionally, a home business must comply with all applicable noise and nuisance ordinances or resolutions of Boulder County, within the City of Longmont.

12. Section VI (USE AND RESTRICTIONS), Section 6.8 Restrictions on Signs is deleted in its entirety and replaced with the following:

Section 6.8 Signs and Flags. The Association shall not prohibit the display of any flag or sign by an Association member, or an Association's member's occupant or tenant, on property within the boundaries of their Lot or their home, or in a window of their home, or on a balcony adjoining their home, based upon the content of the flag or sign, except that:

(a) The Association may prohibit the display of flags or signs that contain commercial messages; and

(b) The Association may regulate the size and number of flags and signs as set forth below.

The Association shall permit one (1) flag not to exceed three (3) feet by five (5) feet, and no more than two (2) signs, neither of which may exceed three (3) feet by four (4) feet. Flag/Sign placement must not interfere with AMA maintenance.

The size and location of any flagpole must be approved by the Association prior to installation.

13. Section VI (USE AND RESTRICTIONS), Section 6.9 Conditions for Architectural Control is deleted in its entirety.

14. Section VI (USE AND RESTRICTIONS), Section 6.24 Leases is deleted in its entirety and replaced with the following:

Section 6.24 Leases. An Owner shall have the right to lease his or her Unit upon such terms and conditions as the Owner may deem advisable, subject to the following:

(a) Any such lease or rental agreement must follow applicable local, state, and federal laws;

(b) No Owner may lease or rent (i) for transient or hotel purposes; or (ii) for a term of less than thirty (30) days;

(c) Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this

Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, and the Rules and Regulations of the Association; and

(d) The Board of Directors shall be furnished with the contact information of the tenant or tenants to be used in emergency situations only and a copy of the lease or rental agreement upon reasonable request.

15. Section VI (USE AND RESTRICTIONS), Section 6.25 Maintenance of Lots and Dwellings, Subsection (b) Private Yards, is amended to read as follows:

All Lots located within Block 3 have private front, side, and rear yards and except for snow removal, are not subject to maintenance by the Association. Owners of Lots located within the Association Maintenance Areas (AMA) (Blocks 1 & 2) may have a private rear yard at the request of the owner. Said Private Yards shall be enclosed by a fence that has been approved by the ARC and the landscaping and fencing thereon shall be totally maintained by the Lot Owner.

If an AMA Lot Owner does not choose a Private Yard, but wants to alter the landscaping, the owner may do so with the written approval of the Architectural Review Committee (ARC), as provided in Sections 4.4 subsection (c) and 4.5 of this Amended Declaration.

16. Section VI (USE AND RESTRICTIONS), Section 6.26 Association Irrigation System, is deleted in its entirety and replaced with the following:

Section 6.26 Association Irrigation System. An irrigation system has been installed to irrigate landscaping on the Common and AMA areas. The system is owned, operated, and maintained by the Association.

Owners of the Lots within the AMA areas (Blocks 1 & 2) shall not modify, alter, tamper with, or turn off the irrigation system anywhere on their lot without express written approval of the Association. The foundation drip system in the AMA areas was designed for a limited number of plants. The Association will maintain the installed drip system to provide flow for the houses in Blocks 1 & 2.

Lot Owners shall not plant additional plants or shrubs and shall not add additional water emitters to the system without the permission of the Association.

If the Lot Owner decides that special drip irrigation needs are desired within their AMA areas, the Lot Owner shall obtain written approval of the Association through the ARC to install their own private irrigation drip system, which shall be connected to their home's water system and meter, under provisions of Section 4.5, at the Lot Owner's sole expense. In so doing, the Lot Owner will be deemed to have modified the AMA Areas located inside the red concrete curbing and their foundation by executing a written Maintenance Modification Agreement containing the terms, at the sole discretion of the

Association, which shall be recorded, at the Lot Owners expense, with the Boulder County Clerk and Recorder, and shall inure to the benefit and be binding on future owners of the Lot. No such change to the AMA shall decrease the amount of assessment payable by the Lot Owner thereof. The Lot Owner will then be obligated to maintain those areas of the AMA. Failure to do so may result in the Association notifying the Lot Owner of items in need of correction or improvement. Failure of the Lot Owner to make necessary corrections may result in the Association or its agent entering the property to correct the violation and charge the Lot Owner for all costs to be paid within 30 days of notice and shall include any other cost(s) including interest at the legal rate accruing thereafter, plus any attorney's fees.

17. Section IX (ARCHITECTURAL REIVEW) is deleted in its entirety and replaced with the following:

SECTION IX

ARCHITECTURAL REVIEW

Section 9.1 Architectural Review Committee. The Architectural Review Committee ("ARC") shall be composed of not less than two nor more than five Persons. All ARC members shall be members of the Association, in good standing with no outstanding violations or delinquencies. All members of the ARC shall be appointed, removed, and replaced by the Executive Board in its sole discretion. ARC members may also be Executive Board members.

9.1.1 ARC Approval. The ARC shall review, study and either approve or reject proposed Improvements on the Lots, all in compliance with this Declaration. All plans to be reviewed by the ARC shall be submitted with an ARC application (Design Review Request Form) that provides basic visual of the layout, style, materials to be used and colors. No Improvement shall be erected, placed, reconstructed, replaced, repaired, or otherwise altered, including landscape improvements, nor shall any construction, repair or reconstruction be commenced until plans for the Improvements shall have been approved by the ARC. All Improvements shall be constructed only in accordance with approved plans.

9.1.2 ARC Discretion. The ARC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in the Guidelines and this Declaration.

9.1.3 Binding Effect. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

Section 9.2 Organization and Operation of ARC.

9.2.1 Term. The term of office of each member of the ARC, subject to Article 11.1, shall be one year and continuing until his or her successor shall have been appointed. Should an ARC member die, retire or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed by the Executive Board.

9.2.2 Chair. The chair shall be elected annually from among the members of the ARC by a majority vote of the members. In the absence of a chair, the party responsible for appointing or electing the chair may appoint or elect a successor, or if the absence is temporary, an interim chair.

9.2.3 Operations. The ARC chair shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the ARC prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any member.

9.2.4 Voting. The affirmative vote of a majority of the members of the ARC shall govern its actions and be the act of the ARC.

9.2.5 Expert Consultation. The ARC may avail itself of other technical and professional advice and consultants as it deems appropriate, and the ARC may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the ARC. Upon that delegation, the approval or disapproval of plans and specifications by such member or consultant shall be equivalent to approval or disapproval by the entire ARC.

Section 9.3 Expenses and Fees. The ARC shall have the right to charge fees and deposits for each application submitted to it for review, in an amount which may be established by the ARC from time to time, and such fees shall be collected by the ARC and remitted to the Association to help defray the expenses of the ARC's operation.

Section 9.4 Other Requirements. Compliance with the design review process is not a substitute for compliance with the County and other governmental building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to commencing construction of Improvements.

Section 9.5 Limitation of Liability. The ARC shall use reasonable judgment in accepting or disapproving all plans and specifications submitted to it. Neither the ARC nor any individual ARC member shall be liable to any person for any official act of the ARC in connection with submitted plans and specifications, except to the extent the ARC or any individual ARC member acted with malice or wrongful intent. Approval by the ARC does not necessarily assure approval by the appropriate governmental entity. More specifically, ARC approval does not approve or guarantee engineering design or compliance with

applicable laws and governmental ordinances or regulations (such as zoning, building, health and fire ordinances and codes) and does not reflect any representation by the ARC as to such matters. The Owner is solely responsible for all such compliance. By approving plans and specifications, neither the ARC, its members, nor the Association assumes any liability or responsibility for engineering design or compliance with applicable laws and governmental ordinances or regulations. The ARC, its members and the Association shall not be responsible or liable to any Owner, developer, or contractor with respect to any loss, liability, claim or expense which may arise by reason of plan approval or disapproval, or the construction of Improvements whether pursuant to any approved plans. Neither the Executive Board, the ARC, nor any agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved, nor for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Association in any such suit or proceeding which may arise by reason of the ARC's decision. The Association, however, shall not be obligated to indemnify each member of the ARC to the extent any such member of the ARC is adjudged to be liable for negligence or misconduct in the performance of his duty as a member of the ARC, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

Section 9.6 Enforcement.

9.6.1 Inspection. Any member or authorized consultant of the ARC, or any authorized officer, director, employee or agent of the Association may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with the Guidelines, the Declaration and the plans and specifications approved by the ARC.

9.6.2 Construction and Certificate of Compliance. All Improvements constructed upon a Lot shall be constructed in strict accordance with the plans approved by the ARC. Upon written request of any Owner or his agent, an existing or prospective Mortgagee, or a prospective grantee, and upon payment of a reasonable fee established from time to time by the ARC, the ARC shall issue a certificate setting forth generally whether, to the best of the ARC's knowledge, the Improvements on a particular Lot are in compliance with the terms and conditions of the Guidelines and this Declaration.

18. Section X (TERMINATION AND AMENDMENT OF DECLARATION), Section 10.1 Termination, the first paragraph of which reads as follows:

Section 10.1 Termination. This Association shall continue in effect until and unless terminated as provided in this Section. This Association Declaration

may be terminated at any time only upon the approval, in writing, of at least seventy-five percent (75%) of the Association Members and seventy-five percent (75%) of the Institutional Mortgagees and any federal mortgage agency with an interest in this project.

is amended to read as follows:

Section 10.1 Termination. This Association shall continue in effect until and unless terminated as provided in this Section. This Association Declaration may be terminated at any time only upon the approval, in writing, of at least sixty-seven percent (67%) of the Association Members and seventy-five percent (75%) of the Institutional Mortgagees who have given the association notice of their interest in any Lot.

19. Section X (TERMINATION AND AMENDMENT OF DECLARATION), Section 10.2 Amendment, is deleted in its entirety and replaced with the following:

Section 10.2 Amendment. This Declaration may be amended by an instrument approved in writing by not less than sixty-seven percent (67%) of the Members and by fifty-one percent (51%) of the First Mortgagees who have given the association notice of their interest in any Lot.

20. Section XIII (RIGHTS RESERVED BY DECLARANT) is deleted in its entirety.

21. Section XIV (COMPLUSORY ARBITRATION) is deleted in its entirety and replaced with the following:

SECTION XIV

RESOLUTION OF DISPUTES

If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance or nonperformance, violation or enforcement of the Association's governing documents, such dispute or violation shall be subject to hearing and determination by the Board in accordance with the Rules and Regulations of the Association. Any dispute not resolved per the Association's Rules and Regulations shall be submitted to mediation by a mediator agreed to by the parties in dispute. If mediation is unsuccessful, any litigation shall take place in a court of competent jurisdiction in Boulder County, Colorado. The prevailing party in any such litigation, as determined by the Court, shall be entitled to an award of reasonable attorney fees and costs. This **Section XIV** shall not apply to actions for delinquent assessments.

22. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the definitions given to them in the Declaration.

23. Except as amended by this Amendment, all provisions of the Declaration remain in full force and effect.

Dated this 27 day of January, 2026.

Westbrook Village Community Association, Inc. a Colorado nonprofit corporation.

By: John Marlin, President

ATTEST:

By: Linda A. Fetterman, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The forgoing instrument was acknowledged before me this 27 day of January 2026, by John Marlin, as President, and Linda A. Fetterman, as Secretary, of the Westbrook Village Community Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

SHELLY HAWKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134040948
COMMISSION EXPIRES 07/01/2029

Shelly Hawkins
Notary Public

