

**These "Bylaws" and "Rules and Regulations" replace and supersede any and all previously recorded documents pertaining to Willowood Estates (dba: Willowood Mobile Home Subdivision, filing #2)**

## Amended Bylaws Conditions and Restrictions of WILLOWOOD MOBILE HOME SUBDIVISION

### SUBDIVISION LEGAL DESCRIPTION

Willowood Mobile Home Subdivision is located in Mesa County, in the State of Colorado, and is registered with the Colorado Secretary of State, which is more particularly described as;

A part of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 20, T.1 S., R.1 E. of the Ute Meridian as shown on the plat, said real property being more particularly described as follows:

Commencing at the NE Corner of said Section 20; Thence S 00°00'00" W along the east line of the NE  $\frac{1}{4}$  of said Section 20 a distance of 497.90 feet to the TRUE POINT OF BEGINNING; Thence continuing S 00°00'00" W along said east line of the NE  $\frac{1}{4}$  of Section 20 a distance of 358.78 feet; Thence N 89°58'52" W 30.00 feet; Thence S 89°27'50" W 201.66 feet; Thence S. 00°12'10" W 465.57 feet to a point on the south line of the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  of said Section 20; Thence N 89°58'52" W along said south line of the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  of said Section 20 a distance of 201.96 feet; Thence N 00°01'08" E 110.00 feet; Thence 283.69 feet along the arc of a curve to the right whose radius is 50.00 feet and whose long cord bears N 00°01'08" E 30.00 feet; Thence S 89°58'52" E 15.07 feet; Thence N 00°01'08" E 576.30 feet; Thence S 89°58'52" E 14.91 feet; Thence N 00°01'08" E 110.00 feet; Thence S 89°58'52" E 405.00 feet to the TRUE POINT OF BEGINNING, containing 5.667 acres;

AND

A part of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 20, T.1 S, R.1 E. of the Ute Meridian as shown on the plat, said real property being more particularly described as follows;

Commencing at a point on the East line of Section 20, T. 1 S., R. 1 E., Ute Meridian, Mesa County, Colorado, which point is South 497.90 feet from the Mesa County Brass Cap in the intersection of D Road and 30 Road, marking the NE Corner of said Section 20; Thence N. 89°58'52" W. 405.00 feet along the North line of the lands of Hackler described in the deed recorded in Book 906 at Page 605, office of the Mesa County Clerk and Recorder to the True Point of Beginning; Thence continuing N. 89°58'52" W. 912.76 feet to a 5/8" steel pin marked LS 9960 marking the NW Corner of said lands of Hackler; Thence S. 0°01'22" W. 826.30 feet to a 5/8" steel pin marked LS 9960 marking the SW Corner of said lands and being also the SW corner of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of said Section 20; Thence along the south line of said lands of Hackler, S. 89°58'52" E. 882.83 feet to a 5/8" steel pin marked LS 9960; Thence leaving said South line, the following courses and distances: N. 0°01'08" E. 110.00 feet; Thence N. 26°33'54" E. 33.54 feet; Thence N. 0°01'08" E. 576.30 feet; Thence S. 89°58'52" E. 14.91 feet; Thence N 0°01'08" E. 110.00 feet to the True Point of Beginning, containing 16.696 acres, more or less. Basis of all bearings is the East line of Section 20.

## BYLAWS

All properties within the Legal Description of Willowood Mobile Home Subdivision must abide by the following revised Bylaws, Rules & Regulations set forth by the Willowood Homeowners Association.

### ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Willowood Homeowners Association, Inc. (HOA), a Colorado Nonprofit Corporation, its successors and assigns.
2. "Board" shall mean and refer to the elected homeowners who are currently filling positions on the Willowood Estates Homeowners Association Board of Directors.
3. "Owners" shall mean and refer to the recorded owner of real property. Every owner of a lot is a member of the Homeowners Association. Membership is mandatory for all owners of real property within Willowood Estates.
4. "Real Property" shall mean and refer to the owner(s) land and any structure on said land.
5. "Quorum" A quorum is a percentage set by the Board of Directors to conduct an official association meeting.
6. "Common Areas" shall mean all real property (including the improvements) owned by the Association for the use and enjoyment of the owners and their guests. These areas identified as Tract "A" East park site, Tract "B" R.V. Storage Lot, Tract "C" North Common area, and Tract "D" South Common area.

### ARTICLE II - HOA COMMON AREA RIGHTS

1. The Association has the right to transfer all or any part of the Common Areas to any public agency, authority, or utility.
2. The Association has the right to create and publish such reasonable rules & regulations as to the use and other restrictions relating to the Common Area properties as it may deem appropriate from time to time according to the By-Laws and Rules & Regulations of the Association.

### ARTICLE III - ASSESSMENTS

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum allowed.

1. **Maximum Annual Assessment** - The Willowood Board of Directors will set the annual dues according to the expenses necessary to maintain Willowood Estates. The maximum annual assessment shall be no more than three hundred dollars (\$300.00) per lot, per year.
2. **Uniform Rate of Assessment**

- a. Dues will be billed at least one (1) time per calendar year. Dues can be paid annually, semi-annually, or monthly to keep dues current.
- b. Special Assessments shall be levied by the Board of Directors as needed for emergencies. Capitol Improvement Assessments will be implemented only after a quorum vote at a posted meeting.
- c. Fines shall be assessed to owners in violation of Rules & Regulations as set forth by this document.

**3. Purpose of Assessments** - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and for the improvement and maintenance of the Common Areas.

**4. Nonpayment of Assessments** - Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. Any check returned for non-sufficient funds will incur a service charge of \$25.00 per check. The Association may bring legal action against the owner obligated to pay the amount, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment or abandonment of said lot.

**5. Liens and Foreclosures** - Willowood Estates Homeowners Association follows Colorado State laws pertaining to liens and in the event of foreclosure. The Board may take all actions necessary to enforce any such lien, specifically including, but not limited to, recording a Notice of Automatic Lien in the real property records, and/or filing a collection lawsuit. The owner of any lot with respect to whom an assessment is delinquent shall be responsible for all costs of collection and reasonable attorney's fees.

**IN CASE OF ANY CONFLICT BETWEEN THESE "BYLAWS"  
AND COLORADO LAW, COLORADO LAW SHALL GOVERN.**

**ARTICLE IV - GENERAL MEETINGS**

**1. Dues and Eligibility** - Any lot owner who is delinquent with their Association dues Assessments on the date of official meeting will not be eligible to vote or bring new business before the Association.

**2. General Association Meetings** - Our association will hold one Annual Meeting per calendar year. Meeting date and time will be designated by the Board of Directors. Homeowners will be notified at least 10 days prior to the Annual Meeting.

**3. Closing of the Association Books** - The association books shall be closed the day of the official meeting, prior to meeting, to determine if a "Quorum" has been met to hold an official Home- owners Association meeting.

**4. Proxies** - Votes must be cast in person or by proxy. Proxies must be in writing, signed by the owner and the designated voter. Proxies shall be valid for the meeting listed on said proxy.

5. **Quorum for Official Meetings** - A quorum is 25% of all owners current with their dues the day of the official meeting and present or by proxy.

## **ARTICLE V - BOARD OF DIRECTORS**

1. **Responsibilities of the Board of Directors** - The Board of Directors are responsible for overseeing the operations of the Association as set forth by the current Rules & Regulations.

2. **Structure of the Board** - The Board must consist of at least 3 people but no more than 5. They must be owners, current with their dues at all times and must follow all Rules & Regulations set forth by this document. Positions are as follows; President, Vice-President, Secretary and Treasurer.

3. **Resignations & Vacancies** - Any Director may resign at any time by giving notice to the Board. The resignation shall take effect upon receipt of notice or at such later time as is specified in the notice. Vacancies shall be filled by volunteers who have met with and been approved by the current Board of Directors.

4. **Board Meetings** - Regular meetings of the Board shall be held as needed which will be determined by a majority of the Board of Directors, and shall be held at least quarterly. All Board Members must be notified at least 48 hours prior to any Board Meetings.

5. **Minutes of Meetings** - The Secretary shall keep the minutes of regular Board meetings, the Annual meeting, and any special meetings of the Association. A recording device may be used to record the meetings and the minutes will be transcribed by the Secretary or any other designated party. Such minutes and reports shall be available to association members, however, any names and addresses will be blacked out to protect the privacy of all homeowners.

6. **Actions or Decisions Made Without a Meeting** - The Board of Directors may make decisions on behalf of all homeowners without a formal meeting in the event of an emergency, to protect homeowners interests, by any means necessary.

7. **Removal of Directors** - By a majority vote, homeowners and/or the Board of Directors, may remove a board member with or without cause for the betterment of the Homeowners Association.

8. **Election of Board Members** - Board member positions shall be filled by nomination and/or majority vote, by the Board of Directors.

9. **Bills and Checks** - The Board of Directors shall approve all bills submitted to the Association. Two board member signatures are required on all bills. Two board member signatures are also required on all association checks.

10. **Indemnification** - The Association shall indemnify each of its directors, employees and agents, past and present to the fullest extent permitted by law. Contracts or other legal commitments made by the Board of Directors or others authorized to act on behalf of the Association are made as Agents of the Association, and no such person shall be personally liable on any such contract or legal obligation except as agent for the Association.

**This to amend page 5 Article VI Rules & Regulations Enforcement and Fines of the Amended Rules and Conditions and Restrictions of Willowood Mobile Home Subdivision recorded 10/06/2009. The reception #2508150 BK 4925 PG 295.**

#### **ARTICLE VI - RULES & REGULATIONS ENFORCEMENT AND FEES.**

The Board may change and enforce Rules & Regulations concerning the improvements, preservation, and enforcement of all properties of the community including common areas, irrigation systems, RV Park and Street lighting. Such rules will apply to all homeowners, residents and guests.

**Fines and Assessments** – A member of the Association who is in violation of the Rules & Regulations will be notified of the violations by mail in the following order of notification:

**VIOLATIONS NOTICES** - Initial notice of violation(s). Violations must be corrected within 30 days.

**FINE NOTICE** – Sent if violation(s) are not corrected within the 30 days indicated on the violations notice.

Fines will be charged to your account at \$100 per month until the violation(s) are corrected. If violation(s) are deemed hazardous to the health, well being or safety of the subdivision, a minimum fine of \$100 per week will be assessed until corrected and the appropriate authorities will be notified.

### **ARTICLE VII - THE RULES & REGULATIONS**

#### **1. GENERAL RULES FOR ALL RESIDENTS**

- a. **Age of Structures** – All structures erected or placed on any residential lot shall not be older than 10 years and must be HUD approved.
- b. **House Number** – Each home must have its house number clearly visible from the street. The numbers must be commercially made for the purpose of identification and be at least 4 ½ inches tall.
- c. **Personal Recreation Equipment** – All personal recreation equipment such as portable basketball hoops, skate board ramps, etc., may not be placed or utilized off the owners' lot. Any recreational fixture of a permanent nature must have Board approval before being installed.
- d. **Trash Containers** – All residents are required to have garbage containers. Trash must be contained at all times. All such containers may be placed on curb the night before or the day of collection. All containers and anything left behind must be removed from the curb on the same day after the trash is collected. At all other times, the containers must be kept on the lot in a place not visible from the street.
- e. **Fires** – Weed or trash burning, open fires or bonfires are not permitted at any time.
- f. **Fireworks** – Illegal fireworks as determined by law enforcement agencies are strictly prohibited. Any legal fireworks set off in the subdivision must be supervised by an adult and all remnants of said fireworks are to be cleaned up in a timely matter.

- g. **Signs** – All signs on residential lots, Common Areas, the entrance and corner areas must meet Mesa County rules and must be approved by the Board. Yard sale, election, etc. signs must be removed within three days after the event is over.
- h. **Suspicious Activities** – All residents are encouraged to report any suspected illegal activities to the proper authorities (Sheriff's Department, Animal Control, etc.) including but not limited to; traffic violations, vandalism, drug activities, domestic, child or animal abuse, acts of violence, etc.
- i. **Pets** – No animals, livestock, snakes or poisonous pets of any kind shall be raised, bred or kept on any of the residential lots. In exception, dogs, cats or other household pets may be kept provided they are not bred or maintained for commercial purposes. Any animal related problems such as loose or vicious dogs, neglect, cruelty, barking, digging, etc. must be reported to the Mesa County Animal Control. Per Mesa County Law, owners may have no more than 3 dogs per household. Pet owners are responsible for immediate clean up of any excrement in the Common Areas or other residents lots. Dog excrement must be picked up weekly in owners own yard. All dogs must be humanely contained within a fenced area on the resident's lot. All dogs must be leashed at all times when outside their fenced area. For specific fencing information, see "Fencing" in this document.
- j. **Driving of Personal Vehicles** – Residents and their guests must comply with posted speed limits and operate vehicles in a safe manner. Vehicle stereo systems must be turned down to a level that sound can not be heard outside of vehicle when entering the subdivision per Mesa County Sound Ordinance. Unlicensed or motorized vehicles that are not street legal may not be driven anywhere within our subdivision.
- k. **Parking of Personal Vehicles** – Due to safety concerns, on-street parking is strongly discouraged. In the event of an emergency, large commercial vehicles must be able to get to the emergency situation on our very narrow streets. The overflow parking at the Common Areas are for temporary use by guests or residents. These areas are not to be used as a storage area for any type of vehicle or property. Persons may not sleep or live in vehicles of any type in the overflow parking. Passenger vehicles used on a regular basis may park here. Vehicles parked on a lot or the overflow parking areas must not extend beyond the property line or into the gutter and must not create a visual barrier. Parking areas are not to be used for vehicle maintenance or repair. No part of the Common Areas or parking areas may be used as a dumping ground for garbage, trash or other unwanted items.
- l. **Storing of Personal Vehicles** – It is unlawful to store or otherwise have, maintain, or allow on a single lot more than one non-farm vehicle not having current Colorado license plates or registration. Motorized vehicles including trailer and campers, which are inoperable, unlicensed or have been junked, dismantled or wrecked cannot be kept or stored outdoors on any lot. This follows Mesa County Land Development Code.
- m. **RV Storage Lot and Restrictions** – RV storage lot for vehicles owned by current residents must be licensed, registered and in good running condition to be eligible for a space. Vacant spaces will be rented on a first come first serve basis. Contact the Park Manager for cost and availability. No persons may live in any type of

recreational vehicle within the subdivision. Recreational vehicles may not be hooked up to water or sewer connections on a temporary or permanent basis.

- n. **Mineral Exploration** – No portion of the subdivision shall be used to explore for or to remove any water, soil, hydrocarbons, or any other minerals of any sort.

## 1. PROPERTY IMPROVEMENT GUIDELINES

The Board must approve any improvements or additions to structures on all properties. Requests must be written and submitted to the Board by the owner and approval received before placement or construction can begin. The Board reserves the right to approve or reject any structure or addition based on requirements listed in this document. The Board also reserves the right to require a homeowner to remove any structure or addition that did not follow the plan submitted by the homeowner. All plans for structures or additions to the home must meet local building codes. The owner is responsible for obtaining any necessary building permits and check for easements to property lines and any utilities. The placement of any improvement may not interfere with any easements or required parking on the lot and must comply with any setback requirements. All improvements must be properly and consistently maintained (i.e. repaired, painted, stained, etc.) and kept in a safe and attractive condition.

- a. **Sheds or Outbuildings** – Sheds or outbuildings must be constructed with suitable wood products and be a minimum of 8 x 10 feet, but not to exceed 12 x 18 feet with side walls no higher than 10 feet. The roof must be asphalt shingled with an “A Frame” pitched roof that does not exceed the height of the residents home. The structure must be painted to match or compliment the home. All structures must be maintained. Also acceptable are vinyl molded sheds. Under no circumstances will metal shed be allowed.
- b. **Fencing** – Acceptable fencing materials are chain link, privacy, vinyl or split rail. The following materials are strictly prohibited: barbed, chicken or electric wire, construction or net fencing and any other materials constituting a hazard. A 10 foot setback from the street must be provided for all privacy style fencing. All fencing must be installed permanently and maintained on a regular basis.
- c. **Porches** – There must be steps or a porch for all entrances of every home. They must be sturdy structures set on a proper foundation and painted to match or compliment the home. Porches must be maintained at all times for safety concerns.
- d. **Decks and Additions** – Materials used must be suitable wood products, painted or stained to compliment or match the home. Decks and additions must be maintained in a safe and attractive manner.
- e. **Skirting** – Skirting must be installed on all homes. Materials can be suitable wood products or molded vinyl to match or compliment the home. Skirting must be maintained at all times. Tire axles and wheels of the mobile home must be concealed and hitches must be removed.

- f. **Carpports & Awnings** – The board reserves the right to approve or reject the type of materials used and quality of construction. All awnings and carpports must be maintained and compliment the home.
- g. **Garages** – Because of the size of the lots, garages will no longer be permitted. Current garages will be allowed to remain.
- h. **Landscaping** – It is the responsibility of each home owner to landscape and maintain their lot. Landscaping of the lot shall be completed within 90 days after the transfer of ownership from seller to buyer. If weather conditions prevent the completion of any of the landscaping, the owner shall make a request to the Board for a waiver of the time frame. The waiver will include a new date of completion.

**Traditional landscaping** is a combination of but not limited to the following: grass, shrubs, trees, plants, rock, brick and bark. This requires constant maintenance by the homeowner.

**Xeriscaping** is recommended for those homeowners who want an easy low maintenance property. This would include but not be limited to rock, gravel, and bark with a combination of trees and shrubs.

The Board may require the removal, transplanting or restriction of any landscaping determined to be or become a nuisance to other owners or a threat to the structural integrity of any improvement on the properties.

- i. **Irrigation System** - Any owner who has a irrigation pipe break associated with the irrigation system must notify the Park Manager or any Board Member immediately to shut down the irrigation system. The owner is required to make arrangements for necessary repairs within 24 hours of breakage. If such repairs are not made, the Association will cap off the irrigation on the owners property. Owners must repair or seek advisement from the Board on possible remedies for repair of the broken line. The Association bears no financial responsibility for repair of or any liability for damages caused to any property by a line break.
- j. **Maintaining Lots** – All lots must be maintained year around. This includes weed control and removal, watering and mowing of grass,(in season) leaf raking, and disposal, weekly disposal of pet excrement and general clean up of the lot. The lot must be neat, clean, sanitary and free of debris. If a hazard is present, the proper authorities will be notified.

## 2. RULES FOR THE COMMON AREAS OF WILLOWOOD ESTATES

- a. **Restricted use of the Common Areas** – The Common Areas are for the personal recreational use of lot owners, residents and their guests. Owners or residents of Willowood Estates must accompany their guests in the Common Areas.
- b. **Group use of the Common Areas** – Any resident wanting to use the Common Areas for entertaining or other purpose must have written or verbal consent from the Board. All rules apply to all of the Common Areas.



- c. **Common Areas hours** are from 9:00 a.m. until 9:00 p.m. daily. No music is allowed. No ball hitting activities such as golfing, softball, baseball, etc. will be allowed. Children must not play in the trees. Small children must have adult supervision at all times. Owners and residents will be liable for any damages incurred to the Common Areas by themselves, family members or any of their guests. Willowood Estates HOA will not be responsible for any injuries incurred due to negligence or carelessness on the part of any owners, residents or guests. The following activities are not permitted in the Common Areas or parking areas of Willowood Estates; consumption or distribution of alcohol or drugs, obnoxious or offensive behavior or language, activities or behavior that becomes a nuisance to any resident, and unsafe, hazardous or destructive behaviors.
  
- d. **Vandalism** – Any damage to the Common Areas will not be tolerated. No motor vehicles or driving will be allowed on the Common Areas. No part of the Common Areas or parking areas may be used as a dumping ground for garbage, trash or other unwanted items.
  
- e. **Insurance** – No action will be tolerated within our subdivision including Common Areas which might result in an increase or cancellation of our Willowood Estates HOA Subdivision insurance. Willowood Estates will not be held liable for injuries due to neglect by owners, residents or their guests.