



Echo Village Townhouse Association (EVTA)
Perry Park Ranch, P.O. Box 394, Larkspur, CO 80118

APPROVED CC&Rs EVTA January 2009

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR ECHO VILLAGE TOWNHOUSES (CCR's)**

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DOUGLAS COUNTY CO
JACK ARROWSMITH
CLERK & RECORDER
RECORDING FEE: \$131.00
26 PGS

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03/23/2009 02:05 PM

1 THIS AMENDED AND RESTATED DECLARATION is made effective as of the date of its
2 recordation in the real estate records of the Clerk & Recorder’s Office for Douglas County,
3 Colorado, by the ECHO VILLAGE TOWNHOUSES ASSOCIATION, INC., a Colorado nonprofit
4 corporation (the “Association”).
5

6 **RECITALS:**
7

8 **A.** Westridge Development Company as “Declarant” and owner of certain real property,
9 executed that certain Declaration of Covenants, Conditions, and Restrictions for Echo Village
10 Townhouses recorded in the real property records of the County of Douglas, State of Colorado on
11 February 15, 1974 at Reception No. 168669, in Book 259 beginning on Page337.
12

13 **B.** The Echo Village Townhouses Association recorded the first Amendment to
14 Declaration of Covenants and Restrictions for Echo Village Townhouses in the real property
15 records of the County of Douglas, State of Colorado on February 17, 1988 at Reception No.
16 8803584 in Book 776 beginning at Page 537.
17

18 **C.** The Echo Village Townhouses Association recorded the Second Amendment to the
19 Declaration of Covenants and Restrictions of Echo Village Townhouses in the real property
20 records of the County of Douglas, State of Colorado on June 23, 1997 at Reception No. 9733645,
21 in Book 1441 and beginning at Page 584.
22

23 **D.** By virtue of the original Declaration, as amended, a planned common interest
24 community was created upon the real property and certain covenants, conditions, restrictions,
25 easements, reservations, and rights-of-way set forth therein for the purpose of protecting the value
26 and desirability of said real property and the owners of the planned common interest community.
27

28 **E.** The Owners and Association desire to amend and restate all provisions of the
29 original Declaration, as amended, by virtue of this Amended and Restated Declaration of
30 Covenants, Conditions and Restrictions for Echo Village Townhouses (the “Declaration”), and
31 intend upon the recording of this Amended Declaration that all prior recorded amendments,
32 supplements, and instruments creating covenants, conditions, restrictions, and reservations on the
33 real property shall be superseded by this Declaration.
34

35 NOW THEREFORE, the original Declaration is Amended and Restated as follows:
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ARTICLE I; DEFINITIONS

The following words when used in the Declaration, and as it may hereafter be amended, shall have the following meanings:

1. “Architectural Control Committee” shall mean and refer to the committee established pursuant to Article V of this Declaration.
2. “Assessment” shall mean and refer to any annual assessment or special assessment, or both, which may be levied by the Association from time to time as is provided for in Article III of this Declaration.
3. “Association” shall mean and refer to the Echo Village Townhouse Association, a Colorado corporation not for profit.
4. “Board of Directors” shall mean and refer to the Board of Directors of the Association.
5. “Common Area” shall mean and refer to Parcels A and B of the townhouse Plat of Echo Village Filing No.1, Douglas County, Colorado, and such other areas as may be added from time to time to the Common Area.
6. “Committee” shall mean and refer to any committee which is established for the purpose of meeting the needs of the Association.
7. “Committeeperson” shall mean and refer to a single member of the Architectural Control Committee, and “Committee people” shall mean and refer to more than one Committeeperson.
8. “Lot” shall mean and refer to any lot designated as such on the Plat or subsequent Plats, except that designated Parcel A, which is the Common Area or areas hereafter added to the Common Area.
9. “Plat” shall mean and refer to the recorded Townhouse Plat of Echo Village Filing No. 1 and subsequent Plats subjected to this declaration.
10. “Member” shall mean and refer to every person and entity that holds membership in the Association.
11. “Owner” shall mean and refer to the record owners, whether one or more person or entities, or a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
12. “Properties” shall mean and refer to all of the said real property described above in the Declaration.

1 **13.** “Townhouse Real Property Interest”, “Real Property Interest”, “Townhouse Unit”,
2 “Townhome” and “Townhouse” shall mean and refer to a Lot and the constructed living unit
3 improvement thereon, all owned in fee simple.
4

5 **ARTICLE II; ECHO VILLAGE TOWNHOUSE ASSOCIATION**
6

7 **1.** The Echo Village Townhomes were built in 1974 by Westridge Development Company.
8 The Association is a 32 unit collection of 2, 3, and 4 bedroom townhomes located in the beautiful
9 foothills in Colorado on the ridge of a hogback in Perry Park Ranch. Echo Village Townhome
10 Association is composed of all individuals who own Townhomes in our community. Each
11 Townhouse Unit is granted one vote in matters requiring consent or refusal. The EVTA Board is
12 the elected/governing body which establishes and enforces the Declaration and By-laws as well
13 as establishes all fees and assessments. The Declaration and By-laws are reviewed periodically
14 and the Declaration is on file with the Douglas County Clerk and Recorder. The Board is
15 composed of a President, two Vice-Presidents, a Secretary, and a Treasurer. Each of these
16 positions is filled for a period of two years by Members of the community.
17

18 **2.** Each Owner of a Townhouse Unit subject to assessment shall be a Member of the
19 Association and shall be bound by the provisions set forth in the Covenants, Conditions and
20 Restrictions of the Association and of the rules and regulations promulgated from time to time by
21 the Board of Directors. No Owner shall have more than one membership at any one time. No
22 person or entity who is not an Owner shall be a Member. All Owners must keep on file with the
23 Association the following information: address, phone number e-mail address and the name and
24 phone number of a contact person. It is the responsibility of the Owner to keep this information
25 current.
26

27 **3.** Membership shall be appurtenant to and may not be separated from ownership of any
28 living unit that is subject to assessment. If any Owner is in default in fulfilling obligations secured
29 by first deed of trust on the Townhome Unit, the beneficiary of the first deed of trust may, at its
30 option, exercise the membership rights of the Owner while the Owner remains in default.
31
32

1 **ARTICLE III: ASSESSMENTS**

2
3
4 **1.** Each Owner of the real property interest by acceptance of the deed therefore or title
5 thereto, whether or not it shall be so expressed in any deed or other conveyance or otherwise, is
6 deemed to covenant and agree to pay to the Association.

7 **a.** Annual assessments or charges; and

8 **b.** Special assessments fixed, established and collected as hereinafter provided.

9 The annual assessments and special assessments, together with such interest thereon and
10 costs of collection thereof, as are hereinafter provided for, shall be a charge on each real property
11 interest against which each assessment is made. Each such assessment, together with such
12 interest and costs of collection shall also be the personal obligation of the person who was the
13 Owner of such real property interest at the time when the assessment fell due. Suit to recover a
14 money judgment for any such obligation which is unpaid may be maintained without foreclosing or
15 waiving the lien securing the same.

16
17 **2.** The assessments levied by the Association shall be used as follows:

18
19 **a.** For the purpose and related to the use and enjoyment of the Common Area, to
20 include but not limited to the maintenance of Common Area grasses, trees, shrubs, walks, guest
21 parking areas and other common area improvements and maintenance and repair of common
22 area retaining walls.

23 **b.** For the purpose of providing insurance for Townhome Units (Article X. 1b.), utilities
24 in common with all Townhome Units including but not limited to heat, water, sewer, gas, and
25 excluding utilities which are metered separately. The Association will also be responsible for the
26 contracting and paying for weekly commercial trash collection.

27 **c.** For funding both operational and long-term reserve accounts: Additionally the EVTA
28 Board of Director's shall determine the adequacy of those reserves and periodically obtain an
29 independent "reserve requirement" report to support appropriate reserve balances.

30 **d.** For carrying out the purposes of the Association as stated in this Declaration and the
31 By-laws, and for carrying out the powers and duties of the Association.

32 **e.** For eligible Unit-Specific exterior maintenance. Each unit will be allocated, yearly,
33 20% of their unit's regular annual assessment (dollars) for submitted and approved Unit-specific
34 "Maintenance Requests". Submitted maintenance requests will be approved in the sole discretion

1 of the Board. If approved/completed /HOA paid projects on specific Unit fully exhaust the 20%
2 allocated for that Unit, for that year, Owner may request “additional dollars-to-be-paid” from EVTA
3 on a 50/50 shared burden basis: Maximum “additional” pay-out by EVTA not to exceed \$1,000 per
4 year per specific Unit. Projects undertaken through this additional allocation are subject to the
5 same restrictions as the initial 20% allocation and must receive prior approval from the Board.
6 Any further maintenance expenditure not specifically paid-for by EVTA or a shared responsibility
7 of EVTA/Owner or insurance is the responsibility of the Owner and is subject to the same pre-
8 approval and aesthetic considerations as maintenance requests paid-for by EVTA and/or a shared
9 responsibility of EVTA/Owner. *See Article IX, page 18, #2, for unused dollars rebate program.*

10 Eligible Unit-Specific exterior maintenance includes:

- 11 1. damage due to wild life (ie; bird holes)
- 12 2. stone facing
- 13 3. window framing (replacement of original-to-Unit window framing)
- 14 4. gutters
- 15 5. downspouts
- 16 6. side wall flashing
- 17 7. maintenance and repair of light fixture above the garage, (not including bulb
18 replacement)
- 19 8. Structural components that were part of the unit’s original design that have
20 experienced decay and as a result present **safety concerns**, (not including deck
21 staining or repair due to owner or prior-owner negligence)
- 22 9. replacement of spark-arrestor screens as needed on units with
23 wood-burning fireplaces

24 f. For repair and maintenance projects that apply to all Units collectively or the
25 community-at-large, are the responsibility of EVTA and are not included in the 20% program
26 and/or the 50/50 shared burden program, (Article III, page 5, letter c). Community-at-large repair
27 and maintenance include:

- 28 1. replacement and maintenance of roofs in a timely manner for all Units
29 collectively
- 30 2. painting of trim
- 31 3. chimney sweeping every two years
- 32 4. exterior wall staining as needed

1 **3.** Prior to the commencement of the year for which the assessments are made, after
2 considering the current maintenance costs and future needs of the Association, the Board of
3 Directors shall fix the amount of the annual assessment to be made against each real property
4 interest. Any proposed increase in the annual assessment exceeding more than 10% of the
5 previous year's annual assessment amount shall require the consent of 2/3 of the Owners who
6 vote at a meeting called for that purpose.
7

8 **4.** At any time and from time to time and in addition to the annual assessment, the Board of
9 Directors may levy a special assessment against each real property interest for the year in which
10 the special assessment is levied, for the purpose of paying for any item which should be paid out
11 of the annual assessments but for which there are not sufficient funds available for the defraying,
12 in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any
13 improvement within the Common Areas, including the necessary fixtures and personal property
14 related thereto, or of any Townhouse Unit that, by necessity, the association shall attend to. Any
15 such special assessment which is in excess of twenty-five percent (25%) of the previous year's
16 annual assessment, except in the case of special assessments for the repair of damage to the
17 property as hereinafter provided, must be approved by 2/3rds of the Owners who vote at a
18 meeting specially called for that purpose.
19

20 **5.** Written notice of the annual assessment and each special assessment shall be sent to
21 every Owner subject thereto. The due dates for the payment of all or installments of part of the
22 assessment shall be established by the Board of Directors and set forth in such notice. The Board
23 of Directors may collect the assessment in a lump sum or in installments as determined by them.
24

25 **6.** Both the annual assessment, (collective monthly dues), and special assessments must be
26 fixed at a uniform rate for all Townhouse Units, and the due dates for the collection of an
27 assessment and the amount of each installment, if any, of each assessment must be uniform for
28 all Townhouse Units. No Owner may waive or otherwise escape liability for the assessment
29 provided for herein by non-use of the Common Area or abandonment of his Townhouse Unit.
30

31 **7.** A special assessment which is levied by the Board of Directors for reconstruction, repair,
32 maintenance, or replacement can only be levied one time per project for each specific project.

1 No additional levies for a specific project may be imposed by the Board unless 2/3rds of the
2 owners approve the additional funding.

3
4 **8.** Any assessment, or installment of a part thereof, which is not paid on or before the date
5 upon which it is due shall be delinquent. If any installment of a part of an assessment is not paid
6 within 20 days after it has become due, at their option, the Board of Directors may impose a late
7 charge and declare the entire unpaid balance of the annual or special assessment due at once. If
8 any assessment, or installment of a part thereof, is not paid within 30 days after it has become
9 due, or if the accelerated installments of any assessment are not paid within 10 days of the
10 acceleration thereof, then the balance due shall bear interest at a rate of one percent per month
11 and the Board of Directors or its designated agent may prepare a written notice of lien setting for
12 the amount of the unpaid balance, the name of the such Owner, and a description of his real
13 property interest. Such notice shall be signed by one Member of the Board of Directors or an
14 officer of the Association and recorded in the office of the Clerk and Recorder of Douglas County,
15 Colorado. Such lien shall attach from the date of the failure to pay the assessment, or an
16 installment hereof, when due.

17 The Association's lien may be enforced by the foreclosure on the defaulting Owner's real
18 property interest the same as if said lien was a recorded mortgage on such real property interest.
19 Whenever a notice of lien is prepared, the Owner in default shall be required to pay the
20 Association's costs and expenses, including its attorney fees, incurred for the preparation and
21 filing of such notice of lien and for the foreclosure of such lien. The Association may also bring a
22 suit at law to enforce any assessment obligation. Any judgment in such action shall include any
23 late charges, interest, and other costs of enforcement, including reasonable attorney fees. The
24 commencement or pendency of any collection or foreclosure proceeding shall not relieve the
25 defaulting Owner from the obligation to pay subsequent assessments against such Owner's real
26 property interest. The Association shall have the power to acquire the real property interest in any
27 foreclosure proceeding and to hold, lease, mortgage, convey, or otherwise deal with the same.

28
29 **9.** The assessments made hereunder shall be equal and, upon the calculation of the total
30 assessment for any given period, each unit shall be assessed that percentage of the total
31 assessment as that Lot bears in ratio to all Lots then subject to this Declaration. However, the
32 Board of Directors shall have the power and the right to assess each Townhouse Unit subject to

1 this Declaration, based upon the percentage floor area that that individual unit bears to the entire
2 floor area of all units, for those items of common expense which are allocated or may be allocated
3 based upon the size of the individual Townhouse Unit
4

5 **10.** An entity holding a lien on real property interest of a defaulting Owner may, at its option pay
6 any unpaid assessment on such real property interest and, upon such payment, shall have an
7 additional lien thereon for the amounts paid and such additional lien shall have the same rank as
8 such entity's recorded lien.
9

10 **11.** Upon the request of an Owner, a mortgagee of any real property interest, or contract
11 purchaser, the Association shall issue its certificate executed by an officer of the Association
12 certifying whether or not the assessments on such real property interest are delinquent and, if
13 delinquent, the total amount due as of the date of the certificate. The Association shall be entitled
14 to collect a reasonable fee for the issuance of any such certificate. Such certificate shall be
15 conclusive evidence of the facts therein contained in favor of any third party relying thereon in
16 good faith and the Association shall not be held liable for such disclosure nor error therein.
17

18 **12.** The lien of the assessments provided for herein shall be prior to all other liens and
19 encumbrances on a Townhouse Unit except for (a) tax and special assessment liens on the
20 Townhouse Unit in favor of a taxing authority and (b) all sums unpaid on a first mortgage of
21 record, including all unpaid obligatory sums as may be provided by such encumbrance.
22 Notwithstanding anything in the preceding sentence, the lien provided by this Article III shall be
23 prior and superior to a first mortgage with respect to annual assessments in an amount equal to
24 the assessment based on a periodic budget adopted by the Association which would have
25 become due, in the absence of any acceleration, during the six (6) months immediately preceding
26 institution by either the Association or any party holding a lien senior to any part of the Association
27 lien of an action or a non-judicial foreclosure either to enforce or to extinguish the lien.

28 Except as is hereinafter provided and regardless of whether or not a lien against the real
29 property interest has been recorded, prior to the sale or transfer of any real property interest, all
30 delinquent assessments, or installments of a part thereof, against such real property interest must
31 be paid in full. The sale or transfer of a real property interest shall not affect the assessment lien
32 on such real property interest. However, the sale of any real property interest pursuant to a decree

1 of foreclosure under a purchase money mortgage or purchase money deed of trust, or any
2 proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof
3 which become due prior to such sale. No such sale shall relieve such real property interest from
4 liability for any assessments thereafter becoming due or the lien thereof.

5
6 **13.** The Board may levy a reimbursement assessment against any Owner if the failure to
7 comply with this Declaration or if the willful or negligent act or omissions of the Owner, his tenants,
8 occupants, or guests results in the expenditure of funds by the Association to cause such
9 compliance or to repair such damage, including but not limited to court costs and attorney fees.
10 Such reimbursement assessment shall be levied only after notice and hearing. The amount of the
11 reimbursement assessment shall be due and payable to the Association thirty days after notice to
12 the Owner of the decision of the Board that the reimbursement is owing. The reimbursement
13 assessment shall have all the same remedies available for collection as stated herein for other
14 assessments.

15
16 **14.** The lien of the Association under this Article is not subject to the provision of any
17 homestead exemption as allowed under State or Federal law, and the acceptance of a deed to
18 land subject to this Declaration shall constitute a waiver of the homestead and any other
19 exemption as against said assessment lien.

20 21 **ARTICLE IV; ARCHITECTURAL-AESTHETIC CONTROL**

22
23
24 **1.** No exterior additions or alterations to any exterior improvements or changes in fences,
25 walls or other structures shall be commenced, erected, or maintained until and unless the plans
26 and specifications showing the nature, kind, shape, heights, materials, floor plans, exterior color
27 scheme, and location of such structure and the grading plan and finished grade elevations of the
28 site to be built upon shall have been submitted to and approved by a majority of the Board of
29 Directors in writing following initial input by the Architectural Control Committee hereinafter
30 identified, and a copy thereof as finally approved lodged permanently with the Association. No
31 landscaping on any site shall be done until a landscaping plan shall have been submitted to such
32 Committee and approved by the Board. The Board shall have the right to refuse to approve any
33 such plans or specifications or grading or landscaping of the lands which are not suitable or

1 desirable in the Board's opinion, for aesthetic or other reasons, and in so passing upon such
2 plans, specifications, and grading and landscaping plans, the Board shall have the right to take
3 into consideration the suitability of the proposed building or other improvement of the materials of
4 which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof
5 with the surroundings, the topography of the land, and the effect of the residence structure or
6 other improvement as proposed on the adjacent or neighboring property, and with the general
7 residence plan of the properties. All subsequent additions to or changes or alterations in any
8 residence, fence, wall, or other structure, including exterior scheme and all subsequent additions
9 to or changes or alterations in any grading or landscaping plans shall be subject to the prior
10 recommendation or input of the Architectural Control Committee to the Board of Directors.

11
12 **2.** Any changes made to the exterior of the townhomes as a result of reconstruction, repair,
13 maintenance, or replacement shall be approved by a vote of 2/3rds of the homeowners at a
14 meeting called for this purpose. Prior to the vote, the Board of Directors will be responsible for
15 apprising the community of the need for said exterior alteration. The Board of Directors will
16 provide all homeowners an opportunity to participate in the fact-finding and decision-making
17 process.

18
19 **3.** Fencing, landscaping, and other improvements erected or placed by an Owner at Owner's
20 expense shall thereafter be maintained by the Owner and/or subsequent Owners of that
21 Townhouse.

22
23 **4.** No tanks of any kind, elevated or buried, shall be erected, placed, or permitted upon any
24 site, except those initially installed by Developer, if any, or upon written approval of the Board of
25 Directors. No incinerators shall be permitted or maintained on the site or any part of the common
26 properties.

27
28 **5.** Retractable clotheslines are permitted only in rear yard areas, and may only be extended
29 during daylight hours when in actual use.

30
31 **6.** All storage piles, equipment, furniture, tools, and other personal property shall be kept
32 within the rear patio area and decks located at the rear of each site so that the same are

1 concealed from view from **all** other sites, from any Common Area, and from the streets except
2 such furniture and accoutrements as are aesthetically appropriate.

3
4 **7.** No house trailer, horse trailer, tent, shack, detached garage, barn, or out-building of any
5 kind shall be permitted on the site.

6
7 **8.** No house trailer, horse trailer, camping trailer, camper, boat, trailer, hauling trailer, running
8 gear or boat or accessories thereto, unlicensed or inoperable vehicle shall be parked, stored, or
9 maintained on any site, unless the same shall be stored in an Owner's garage totally hidden from
10 view of all other Owners. The streets, roads, and guest parking areas within the Common Area
11 shall not be used for long-term parking or storage of any type of motor vehicle, trailer, boat, or
12 other similar items at any time. This restriction shall not apply to commercial or other vehicles
13 making business or service calls or deliveries to the residents or owners of the sites, to the
14 Association, or contractors within the properties. Should an Owner have a 3rd car or truck, he may
15 petition the Association in writing to obtain a yearly parking space in the designated parking area if
16 space is available and at the Board's discretion and direction. The spaces cannot be secured to
17 accommodate Owners who use their garages for storage and require a space to park a 1st or 2nd
18 vehicle. Permission to use a 3rd vehicle space may be obtained for a 12-month time period from
19 the Association. The Board, at its discretion, will set the number of spaces and the locations
20 available to Owners. It is the Owners responsibility to apply for a yearly parking permit from EVTA.
21 Further, the Association is not responsible for damage to any vehicle parked in an assigned space
22 including, but not limited to, damage from snow plowing, street cleaning, other Owners, their
23 family or visitors. The safety and care of the vehicle in an assigned space is expressly the
24 Owners. At the end of the Yearly Parking Permit period, an Owner may reapply for the space they
25 have held in the prior year by sending the yearly fee, if any, to the Board with a written notice of
26 intention to continue the lease of the reserved parking space. The Board is not required to send a
27 notice to the Owners reminding them of their obligation. It is within the Board's express right to
28 reject an intention to continue notice by writing the Owner of such. The Board may at any time
29 refuse to continue the parking space program based on its best judgment and need of the
30 community. All reserved spaces will be allowed to live out their existing allotted time, but will not
31 be renewed after the Yearly Parking Permit period is completed. All Owners with assigned
32 parking spaces must be current in their dues to maintain this privilege.

1 **9.** Holiday or other signage shall be aesthetically appealing without being distracting displayed
2 for a period of time appropriate for the display. Owners shall be aware that the safety and
3 aesthetics of the community is paramount in placing and continuing to display signage of any type.
4 Real estate signs of the commonly accepted size are permissible.

5
6 **10.** No exterior mounted radio, shortwave, television or other type of antenna shall be permitted
7 or maintained within EVTA. Notwithstanding the foregoing, the restrictions of this Section shall not
8 apply to those “antenna” (including certain satellite dishes) which are specifically covered by the
9 Telecommunications Act of 1996, as amended from time to time. As to “antenna” (including
10 certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996, as
11 amended, EVTA shall be empowered to adopt rules and regulations governing the types of
12 “antenna” that are permissible hereunder and, to the extent permitted by the Telecommunications
13 Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to
14 appearance, safety, location and maintenance.

15
16 **ARTICLE V: ARCHITECTURAL CONTROL COMMITTEE**

17
18 **1.** The Architectural Control Committee is responsible for reviewing individual
19 homeowner requests and shall be appointed by the Board of Directors and will include at
20 least one Board member and at least one but not more than two resident non-Board
21 members. All matters coming before the committee shall be reviewed and a
22 recommendation made to the Board to approve or disapprove any plan, specifications, or
23 other documents submitted to it. Their opinion should be based upon suitability or
24 desirability of the plan regarding aesthetic effect, input from neighbors, and other relevant
25 concerns that are described in the submitted plans, specifications, or attached
26 documents.

27
28 **2.** The Board of Directors shall consider the Architectural Control Committee’s
29 recommendations and approve or disapprove by majority vote. The Board will then
30 respond in writing to the request within thirty days of the date that complete plans and
31 specifications were submitted to the Committee. The Committee, or its representative,
32 shall have the right to disapprove any plans, specifications, or other documents submitted

1 to it which, in their or his opinion is not suitable or desirable for aesthetic or other
2 reasons and to take into consideration the suitability of the project described in the
3 submitted plans, specifications, or other documents.

4
5 **3.** The Board may, from time to time, formulate separate “Architectural Guidelines
6 and Requirements” for specific rules regarding any and all changes to residential
7 property.

8
9 **ARTICLE VI; PROPERTY RIGHTS AND RESPONSIBILITIES**

10
11 **1.** Every Owner, his/her family, tenants, and guests have the right and easement of enjoyment
12 and use of the Common Areas as long as they do not disturb the privacy of other residents. The
13 Common Area is owned by the entire Association and shall remain undivided.

14
15 **2.** No Owner or other person shall bring any action for partition or division of the Common
16 Area.

17
18 **3.** Douglas County has a Leash Law in effect for all breeds of dogs. Pets should at all times
19 be under the Owners’ control. If an owner has a visitor with a pet, the Owner is responsible for
20 controlling that pet as well.

21
22 **4.** Pets that impose upon others’ safety are not permitted. Owners of pets that become a
23 nuisance for a variety of reasons to include noise, aggression, waste, etc. will receive a written
24 warning from the EVTA Board. Further infractions of the policies listed in this document will be
25 turned over to Douglas County authorities. Consult Douglas County for the list of pets that are not
26 allowed based upon Douglas county *ordinances*.

27
28 **5.** Owners are responsible for any damage to the Common Area or to any other residence
29 that is caused by their pet.

30
31 **6.** Piles of materials that are left unattended around the outside of a residence need to be
32 removed or cleaned up by the Owner of that Unit. (Article IV, #6)

1 **7.** Owners have the right to decorate the outside portions of their Townhome in keeping with
2 the general look and nature of the community. Seasonal decorations should be removed in a
3 timely manner. Distracting, garish, or unsafe décor should be removed.

4
5 **8.** Only gas barbecue grills are allowed. Owners should never leave an operating gas grill
6 unattended at any time.

7
8 **9.** Active wood or gas fireplaces within residences must not be left unattended. For example,
9 if a resident leaves, any fireplace fire should be extinguished or appropriately contained.

10
11 **10.** Echo Village has no streetlights. Therefore, for everyone's safety, Owners are responsible
12 for replacing the light bulb in the fixture over their garages which must be lit when dark.

13
14 **11.** When it snows, EVTA is not responsible for the clearing of that snow from each unit's
15 pathway to that front door or the clearing of that snow from each driveway. The County is
16 responsible for clearing the streets in a timely manner.

17
18 **12.** Owners must control excess noise from parties, vehicles, etc

19
20 **13.** Owners should park all vehicles, boats, trailers, and campers in their garages. (Article IV,
21 page 12, #8). Vehicles should not be parked across the driveway in a position that could impede
22 entrance or exit, nor can they be parked on grassy common areas.

23
24 **14.** All Townhomes are equipped with room for two vehicles in their garage. If owners need
25 parking space for a 3rd vehicle, it may be secured from the Association. The 3rd vehicle will then be
26 parked in a designated area that is marked by the Association for the convenience of the owner.
27 (Article IV, page 12, #8)

28
29 **15.** Only Owners who have assigned parking spaces and visitors are allowed to park in the
30 designated parking spaces.

1 **16.** If Owners are parking their vehicles in non-designated spaces, they will be notified by the
2 Association and their vehicle will be towed within 5 days of such notification at Owner's expense.

3
4
5 **ARTICLE VII: PARTY WALLS**
6

7 **1.** Support and division walls and the footings thereto shall be considered "Party Walls."
8

9 **2.** The general rules of law regarding party walls and liability for property damage due to
10 negligence or willful acts or omissions shall apply to the party walls.

11
12 **3.** Each party to said party wall shall have a perpetual easement in that part of the premises of
13 the other on which said party wall is located for party wall purposes as herein described, including,
14 without limitation, the continuing right to use, repair, restore, maintain, and replace such party
15 walls, porches, or balconies as provided in this instrument and the right of reasonable access,
16 including ingress and egress to and from the premises of such other party, for such repair,
17 restoration, maintenance and replacement.

18
19 **4.** The cost of maintaining said party wall shall be borne equally by the owners on either side
20 of the said party wall.

21
22 **5.** In the event of damage or destruction of said party wall from any cause, other than
23 negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said
24 wall, and each party, his successors and assigns, shall have the right to the full use of said wall so
25 repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall,
26 such negligent party shall bear the entire cost of repair or reconstruction. If either party shall
27 neglect or refuse to pay his share or all of such cost in case of negligence, the other party may
28 have such wall repaired or restored and shall be entitled to have a lien, as described in Paragraph
29 6 hereof, on the property of the party so failing to pay, for the amount of such defaulting party's
30 share of the repair or replacement cost.

31
32 **6.** Any "lien" created herein shall be evidenced by a written notice setting forth the facts giving
33 rise to the creation of said lien, shall be signed and sworn to by the owner claiming such lien, shall
34 be recorded in the office of the Clerk and Recorder of the County of Douglas, and may be

1 foreclosed in the same manner as mortgages are foreclosed in the courts of Colorado. Any such
2 lien shall be junior to the lien of any first deed of trust recorded prior to the recording of the notice
3 of the lien just described.

4
5 **ARTICLE VIII; EASEMENTS**
6

7 **1.** All utility mains, lines, pipes, and appurtenances shall be placed under the surface of the
8 ground or otherwise hidden from view whenever possible.

9
10 **2.** A non-exclusive easement is hereby created in favor of the Association and each
11 Townhouse Unit upon, over, through and under each Townhouse Unit and the Common Area for
12 the installation, maintenance, repair, replacement and upgrading of utilities which serve more than
13 one Townhouse Unit and which are now installed, or hereafter installed by the Association. Such
14 easement shall include a reasonable right of ingress and egress for such purposes, and for the
15 purpose of making emergency repairs thereon necessary to prevent damage to the Common Area
16 elements or to another Townhouse Unit. The term “utilities” shall include but not limited to heating
17 systems, water, sewer, gas, telephone, television cable, electricity, and any similar services.

18
19 **3.** Each Owner shall be liable to the Association for damages sustained by reason of damage
20 to a utility which resulted from the negligent or willful act of such Owner, his family, guest or
21 contract purchasers. In the event that any Owner shall fail to pay the amount of such damages to
22 the Association upon demand, in addition to any remedy which the Associations may have, the
23 Association shall have the same rights and remedies concerning the collection of such damages
24 as the Association has under Article III, hereof concerning the collection of delinquent
25 assessments.

26
27 **4.** The Association may grant any easements required by or for any utility district, company,
28 city or other legal entity over, across, under, or through the Common Area, that are not
29 inconsistent with the plan and development thereof.

30
31 **5.** In the event that any utility easement or easements are required in the Common Area, the
32 written approval and proper conveyance of the Association will be required.

1 **6.** Each Townhouse Unit and the Common Area shall be subject to an easement for
2 encroachments created by construction, settling, and overhangs, as designed or constructed. A
3 valid easement for said encroachments and for the maintenance of same, so long as the
4 encroachments remain, shall and does exist. In the event that the Townhouse structure on a Lot is
5 partially or totally destroyed and then rebuilt, the owners agree that minor encroachments of parts
6 of the adjacent Townhouse Units or Common Elements due to construction shall be permitted and
7 that a valid easement for said encroachment and the maintenance thereof shall exist.

8
9 **ARTICLE IX: MAINTENANCE, REPAIR, AND RECONSTRUCTION**
10

11 **1.** All Owners are responsible for the following exterior maintenance items that are not
12 covered by EVTA's insurance. Owner maintenance responsibilities on his/her individual
13 townhouse Unit include:

- 14 1. party walls
- 15 2. wood deck surfaces (including periodic protective staining of decks)
- 16 3. Structural components NOT included in Unit's original design
- 17 4. doors
- 18 5. window screens
- 19 6. glass surfaces (windows) unless window broken by an EVTA hired contractor

20 EVTA responsibilities are described in Article III, pages 5-10, of this Declaration.
21

22 **2.** Annually, beginning on January 15, 2010, each Owner will receive from EVTA an amount
23 of up to 20% of the prior year's regular assessment that the Owner has actually paid for that Unit,
24 minus any dollars paid by EVTA for requested/completed/paid maintenance of-that specific Unit
25 during that prior year. Owner must be current on monthly and/or special HOA assessment at the
26 time of the disbursement. Rebated funds will be payable to the record Owner of the Unit.
27

28 **3.** The Owner shall be responsible for the maintenance, upkeep, and care of all landscape
29 plantings and improvements within the footprint of their Lot and all landscape plantings and
30 improvements established by the current and previous Owners outside of the boundary of their Lot
31 footprint
32

1 **4.** The exterior of any Unit not maintained by the Owner as required in Article IX may be
2 maintained, repaired, and/or replaced by the Association. The Association shall then assess the
3 Owner with a reimbursement assessment for any and all costs associated with the maintenance,
4 repair, and/or replacement completed and paid for by the Association. Such reimbursement
5 assessment shall be subject to the same collection process as stated in Article III.
6

7 **5.** The Association will be responsible for chimney sweeping and the replacement of spark
8 arrestor screens. Owners with wood stoves will be assessed an extra fee to cover the extra
9 expense of cleaning the chimney of their wood-burning stove.
10

11 **6.** Any Owner whose Townhome requires maintenance or repair will be notified by the Board
12 of Directors. If the Owner does not respond in 20 days with a timely remedial plan, the
13 Association may hire a contractor to complete the required task(s) at the Owners' expense.
14 Failure to pay the cost of the maintenance/repairs after 30 days will be considered the same as
15 being delinquent with assessments and will be handled the same as a delinquent assessment.
16 (see Article III)
17

18 **7.** In case of damage or destruction of unattended property, the Association will act as the
19 attorney-in-fact and will have the right and power to make execute, and deliver any contract, deed,
20 or other instrument with respect to any owner which is necessary and appropriate to exercise the
21 powers granted herein. If the Owner is unable to complete the repair or reconstruction of their
22 Unit, the Association may but is not obligated to accept that responsibility at the Owner's expense.
23

24 **8.** Wherever the repair and reconstruction of any improvement is referred to in this Article, it
25 shall denote the restoration of the improvements to substantially the same condition as existed
26 prior to the damage. (See Easements, Article VIII, page 16.) Each Townhouse that is repaired
27 and reconstructed shall have substantially the same horizontal boundaries as before.
28

29 **9.** In the event of damage or destruction of any improvement on the properties due to any
30 cause insured against, the proceeds of the insurance collected shall be available to the
31 Association, and the Association shall promptly apply such proceeds toward the repair and
32 reconstruction of the improvement. In the event that the insurance proceeds collected are

1 insufficient to accomplish the repair and reconstruction of damaged or destroyed insured
2 improvements on the properties, the Association has the right to levy a special assessment to
3 provide the funds necessary to complete the work that should have been covered by insurance
4 without the necessity of obtaining homeowner approval pursuant to Article III, page 7, #4.

5
6 **10.** During the repair and reconstruction of any improvements on the property, no assessment
7 shall be abated or prorated.

8
9 **11.** The EVTA Board/Association has the right to evaluate and/or change materials when
10 conditions warrant. When the change of materials affects all townhome units, it shall be approved
11 by a 2/3 vote of homeowners (Article IV, page 11, #2)

12
13 **12.** For the purposes of repair and reconstruction of any unit, every mortgagee under a junior
14 mortgage or deed of trust shall release all of his/her right, title, and interest in and to the proceeds
15 for all insurance policies which would be available to the Association but for such junior mortgages
16 or deeds of trust. Such release shall be furnished forthwith by every junior mortgagee upon the
17 written request of the Association. If such release is not timely furnished to the Association, such
18 release may be executed and delivered by the Association as attorney-in-fact for each such junior
19 mortgagee.

20
21 **13.** All Owners must keep on file with the Association the following information: address,
22 phone number, e-mail address, and the name and phone number of a contact person. It is the
23 responsibility of the Owner to keep this information current.

24 25 **ARTICLE X; INSURANCE**

26
27 **1.** The Association shall obtain and maintain for the benefit of all Owners fire and additional
28 perils insurance as described in this article. If in the judgment of the Board of Directors, these
29 coverage's become prohibitively expensive, any reduction, alteration or elimination of coverage
30 must be approved by a majority of all Owners.

- 31 **a.** Fire insurance with extended coverage and additional perils endorsements insuring
32 all improvements on the properties and all personal property belonging to the

1 Association in an amount equal to the full replacement value, without deduction for
2 depreciation, containing a standard non-contributory mortgage clause in favor of
3 each mortgagee of the properties, and providing that the loss, if any, shall be
4 payable to such mortgagee as its interest may appear, subject, however, to the loss
5 payment provision in favor of the Association as set forth in Article IX.

- 6 **b.** The fire and additional perils insurance paid by the Association from annual
7 assessments will cover the basic structure of the Townhome and include
8 foundations, footings, and exterior framing. Additionally this coverage will extend to
9 interior walls; cabinetry and permanent improvements not intended to be removed
10 with change of ownership, including all large appliances except refrigerators,
11 washers, and dryers. This insurance covers only losses attributable to a “covered
12 peril” as described in our EVTA group policy. Normal wear-and-tear, and/or aging
13 and decay will be the responsibility of the individual homeowner.
- 14 **c.** Public liability insurance covering each Member of the Association, the Directors and
15 such other persons as the Board of Directors may determine from time to time.
16 Such public liability insurance shall also cover cross liability claims of one insured
17 against the other.
- 18 **d.** Workmen’s compensation, if the Association has any employees.
- 19 **e.** A policy of Directors’ and Officers’ Insurance in an amount reasonably necessary to
20 protect the Directors and Officers of the Association.

21
22 **2.** All policies of insurance obtained hereunder shall contain waivers of subrogation and
23 waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured
24 and shall provide that such policies may not be cancelled or substantially modified without at least
25 thirty, (30) days prior written notice to all of the insured, including mortgagees. Duplicate originals
26 of all policies and renewals thereof, together with proof of payments of premiums, shall be kept on
27 file with the Association. A copy may be furnished to any Owner upon request. The insurance
28 shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all
29 the owners, which policy or policies shall identify the interest of each Owner.

30
31 **3.** Prior to obtaining any policy of fire insurance or renewal thereof, there shall be a re-
32 evaluation to determine full replacement value for all properties. The Board of Directors may from

1 time to time obtain an appraisal of the full replacement value of the entire townhouse and other
2 improvements, without deduction for depreciation, for the purpose of determining the amount of
3 the insurance to be effected pursuant to the provision of this Article. In no event shall the
4 insurance policy contain a co-insurance clause for less than ninety percent (90%) of the full
5 replacement cost. Determination of maximum replacement value shall be made at approximately
6 five year intervals, or as determined by the Board of Directors; by one or more written appraisals
7 to be furnished by a person knowledgeable of replacement cost, and, upon request, each
8 mortgagee shall be furnished with a copy thereof, within thirty (30) days after receipt of such
9 written appraisals.

10
11 **4.** Owners shall have the sole and direct responsibility for personal insurance coverage for
12 improvements installed by other than the developer, including upgrades, window treatments,
13 pictures, furniture, furnishings, and other items of personality or other property belonging to an
14 Owner, his guest(s) and/or tenants. Owners shall also carry public liability insurance within their
15 residences. Owners may carry other insurance for their benefit and at their expense; provided
16 that all such policies shall contain waivers of subrogation, and provided further that the liability of
17 the carriers issuing insurance obtained by the Board of Directors shall not be affected or
18 diminished by reason of any such additional insurance carried by any owner.

19
20 **ARTICLE XI; AMENDMENT OF DECLARATION**

21
22 Declaration may be amended at any time if 2/3 of all owners consent and agree to such
23 amendment by instrument(s) duly recorded in the real property record of Douglas County;
24 provided, however, that the undivided interests in the Common Area appurtenant to each
25 Townhouse unit shall have a permanent character and the boundaries shall *not* be
26 altered without the consent of all owners and all persons holding recorded first mortgages
27 or being the beneficiaries of recorded first deeds of trust encumbering all or any part of
28 the properties, and such consent shall be duly expressed in the recorded amended
29 Declaration.

1 **ARTICLE XII; GENERAL PROVISIONS**

2
3 **1.** The covenants and restrictions contained in this Declaration shall run with and bind
4 the land and shall inure to the benefit of and be enforceable by the Association or the
5 owner of any Lot; their respective legal representatives, heirs, successors, and assigns,
6 for a term of twenty (20) years from the date that this Declaration is recorded, after which
7 time said covenants and restrictions shall be automatically extended for successive
8 periods of twenty (20) years unless 2/3 of voting Townhome Owners of the Townhouse
9 real property interests establish and accept a new declaration of covenants restrictions
10 which supersede the existing document.

11
12 **2.** When necessary for proper construction, the masculine of any word used in this
13 Agreement shall include the feminine and neuter gender, and the singular shall include the
14 plural, and vice versa.

15
16 **3.** If any provision, sentence, phrase, or word of this Declaration, or application thereof
17 to any person or circumstance, shall be held invalid, the remainder of this Declaration or
18 the application of such provision, sentence, phrase, or word to persons, circumstances,
19 other than those to which it is held invalid, shall not be affected thereby.

20
21 **ARTICLE XIII; DISPUTE RESOLUTION**

22
23 **1.** All disputes initiated by a Member (Owner) concerning the application of the
24 Declaration of Covenants or the By-Laws shall be resolved as follows:

25 **a.** A member shall first contact the Board of Directors to present all facts or
26 evidence in support of their position and shall be previously taken to attempt to
27 resolve the dispute or controversy. The Member shall provide to the Board any
28 written documents in support of the member's position and shall identify any
29 additional persons with knowledge of facts surrounding the dispute or
30 controversy.

31 **b.** No later than 60 days following receipt of a written request for consideration of
32 the dispute or controversy, the Board shall consider such at a regularly

1 scheduled Board meeting, and shall advise the Owner at least ten (10) days in
2 advance of the meeting so that he or she may be present to address the Board
3 if the Owner so desires. Any other Member present may be allowed to address
4 the Board regarding the issues presented. No person other than a Member of
5 the Association shall be allowed to participate in the proceeding. Following the
6 owner's presentation, the Board shall meet in executive session and shall
7 make a decision concerning the dispute or controversy which shall be sent in
8 writing to the owners within seven (7) days of the meeting at which the
9 decision was made.

- 10 **c.** If the Member is not satisfied with the decision made by the Board, he or she
11 may submit the dispute or controversy to binding arbitration subject to the
12 Colorado Uniform Act, C.R.S. § 13-22-201 et. seq. In all matters submitted for
13 binding arbitration, the party initiating the demand for arbitration shall advance
14 any necessary administrative or filing fees. The prevailing party in the
15 arbitration shall be entitled to recover all costs and reasonable attorney fees
16 incurred in connection with resolution of the dispute; however, any award of
17 attorney fees or costs made pursuant to the Article shall be at the discretion of
18 the arbitrator. The arbitrator's award shall be binding on all parties and may be
19 enforced in any court of competent jurisdiction in accordance with Colorado
20 law.

21
22 **2.** The provision of this Article XIII, (page 10), shall not apply to the Association's
23 enforcement of collection of past due assessments, covenant violations, or imposition and
24 collection of fines, which may be pursued either in court, through arbitration or other
25 dispute resolution method, in the discretion of the Board of Directors. However, the Board
26 of Directors shall make an effort to contact an owner for purposed of informal resolution of
27 any matter prior to taking legal action.

28
29 **3.** Any issue which requires a majority vote by the homeowners shall have the numeric
30 results posted and be subject to review by any homeowner upon request.

TREASURER

1 The undersigned, being the President and Secretary of Echo Village Townhouse Association, Inc.,
2 hereby certify that the Association has obtained the requisite approval of this Amended and
3 Restated Declaration under the laws of the State of Colorado as evidenced by written instruments
4 filed with the records of the Association.

5
6
7 ECHO VILLAGE TOWNHOUSE ASSOCIATION, INC.
8 a Colorado nonprofit corporation

9
10
11 BY: Maria Richard
12 President

13
14 ATTEST:

15
16
17 BY: Kenneth A. Stauden
18 Treasurer

19
20
21
22
23 STATE OF COLORADO)
24)
25 COUNTY OF DOUGLAS)

26
27 SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public on this 5TH day of
28 MARCH, 2009, by MARIA RICHARD, President of
29 Echo Village Townhouse Association, Inc., and by KENNETH A. STAUDEN,
30 Treasurer of Echo Village Townhouse Association, Inc., in their capacities therein stated and as
31 the act and deed of said Colorado nonprofit Corporation.

32
33
34 2/22/2011
35 My Commission Expires

Elynn M Gardner
Notary Public



EXHIBIT A
LEGAL DESCRIPTION

1
2
3
4 Lots 1 through 32, and Parcel A and B, Echo Village Filing No. 1,
5 County of Douglas, State of Colorado.

Approved