

Enacted: 16 April 2014

Effective: 16 April 2014

WHEREAS, the Board of Directors of Harvest Ridge Town Homes Homeowners Association is empowered to determine proper maintenance of the common areas of the association pursuant to Article V of the Declaration of Covenants, Conditions, and Restrictions, Section 5.1, Association Maintenance, paragraph (a), and Section 5.4, Owner Maintenance (see Attachment)...

WHEREAS, there is a need for the Board to give direction regarding the extent of maintenance of the Window Wells on the common areas...

WHEREAS, it is the intent that this policy be applicable to the maintenance of the Window Wells until such time as this resolution is rescinded, modified, or amended by a majority of the Board of Directors...

NOW THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted by the Board of Directors regarding the maintenance of the Window Wells:

The Association shall be responsible for ensuring proper drainage surrounding Window Wells sufficient to prevent water from overflowing into the Window Well. However, just as it is the responsibility of the Owner to keep doors and windows closed to prevent rain from entering the Townhome, the Owner is similarly responsible for installing an approved Window Well Cover over the existing grate to provide a necessary level of protection against the threat of water intrusion through basement windows during extreme downpours, by hail-clogged downspouts and overflowing gutters. The front window of end-unit ranchers is particularly vulnerable to this water intrusion threat and should be the Owner's primary remediation focus.

IN WITNESS WHEREOF, the undersigned certify that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors on this 16<sup>TH</sup> day of APRIL, 2014

HARVEST RIDGE TOWN HOMES HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,

By: Wayne N. Cooksey  
Its: President

ATTEST:

By: \_\_\_\_\_

**Attachment: Declaration of CC&R (registered 9/14/2005), Article V Maintenance**

Section 5.1 Association Maintenance. Association shall provide such maintenance and repair in a first class condition as follows:

(a) Paint, repair, replace, maintain and care for roofs, gutters, downspouts, driveways, and exterior building surfaces, including without limitation, decks, fences, and patios of the Townhomes, but excluding glass surfaces, exterior light bulbs, doors (except for the Association's repainting of the exterior surface of the doors, if applicable), screens and windows, all of which shall be each Owner's responsibility unless otherwise determined in writing by the Association's Board of Directors...

Section 5.4 Owner Maintenance. Except as provided in Section 5.1 of this Article, the Owner shall be responsible for all other maintenance and repairs, including without limitation maintenance of his Lot, Townhome, any fixtures, furnishings, equipment and appliances thereon...

...If Owner fails to fulfill his responsibilities under this Section, the Board, at its option, may take such action as it deems appropriate, including without limitation, performing the Owner's obligations, after ten (10) days' notice to such Owner, except in emergencies, and any costs resulting therefrom shall be an assessment against such Owner and his Lot and shall be due and payable by the Owner thereof.