

ARTICLE IV - LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTION

Section 4.1 **Land Use Classifications.** The Covered Property subject to this Declaration shall include Residential Development within Residential Lot Types and such other Residential Lot Types as are permitted under the Three Springs Codes and Standards. Unless otherwise specifically provided in this Declaration, the definitions and characteristics of such Land Use Classifications and specific permitted and prohibited uses in such classification shall be determined in accordance with the Three Springs Codes and Standards, unless limited in a Supplemental Declaration.

Section 4.2 **Covenants, Conditions, Restrictions, and Easements Applicable to Units and Lots Within the Covered Property.** The following covenants, conditions, restrictions, and reservations of easements and rights shall apply to all Lots and Units and the Owners, Lessees, Tenants, and Residents thereof, within the Covered Property.

(a) **Animals.** All Owners shall comply with Article IV of the City of Durango Municipal Code as amended for regulations of Animals. Fowl, poultry, and livestock shall not be allowed in Three Springs. No animal shall be maintained on any Unit or Lot within the Covered Property unless it is a domestic pet and is not kept or maintained for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. Structures for the care, housing, or confinement of an animal shall not be erected, placed, or maintained outside any Unit or on any Lot unless they are erected, placed, and maintained exclusively within a fenced back yard. Upon the written request of any Member or Resident, or upon the Board's own initiative, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, whether such a pet is a nuisance, or whether the number of animals on any such property is reasonable. The Board may adopt Association Rules regulating animals within the Covered Property. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein. The Board shall also have the authority to exempt from the foregoing restrictions, or portions thereof (i) dogs used to assist disabled persons, and (ii) dogs used for security purposes, subject to such limitations and restrictions as may be adopted by the Board.

(b) **Temporary Occupancy and Temporary Buildings.** No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence. Temporary buildings or structures used during the construction of a dwelling or other structure on any property shall be removed immediately after the completion of construction. Construction trailers and sales offices shall only be allowed subject to the approval of the Declarant or the Design Review Committee and such conditions, limitations, and fees as may be established by the Board, the Declarant, or the Design Review Committee.

(c) **Hazardous Substances.** No Owner shall allow hazardous substances and/or contaminants, including petroleum products, to be spilled or discharged within the Covered Property or to flow from an Owner's Lot or Unit into the another Owner's Lot or Unit

in violation of any applicable Federal or State rule, law, or regulation. If such event occurs, such Owner shall be responsible for all costs of clean-up related to removal and remediation of such hazardous substances and/or contaminants, including petroleum products.

(d) **Drainage/Maintenance of Land Included in the Covered Property.**

No Owner shall interfere in any way with the established drainage patterns over such Owner's Lot or from other Lots within the Covered Property or benefiting any other Lot, except as may be approved by the Design Review Committee. In the event it is necessary to change the established drainage or Lot retention basins, said Lot Owner shall make adequate provisions for proper drainage at the cost and expense of such Owner and such change(s) shall be subject to prior approval by the Design Review Committee. For these purposes, "established drainage" is defined as the drainage established or which occurred at the time the overall grading of the Covered Property was completed and the Improvements were completed. No Owner shall change the topography or finish grade elevation of individual Lots in a manner that would be inconsistent with the overall grading, harmony, and development of the Covered Property or interrupt the flow of water into drainage basins within, across, or over the Covered Property.

(e) **Maintenance of Lawns and Plantings.** Landscaping in the backyards of Lots, if applicable, is the Lot Owner's responsibility, and shall be installed within twelve (12) months of purchase, unless approved otherwise by the Design Review Committee. The Lot Owner shall be responsible for notifying utility companies to perform utility alerts prior to digging for landscape installation on the Lot. Each Owner of a Unit or Lot shall keep all shrubs, trees, hedges, grass, and plantings of every kind located on: (i) his Unit or Lot (including set back areas and Common Areas); (ii) public right-of-way planter areas located between sidewalks and the street curb in front of his Lot or Unit, if any; (iii) any other public right-of-way or easement area which abuts the Owner's Unit or Lot (except Greencourt Lots) and which is located between the boundary line of his Unit or Lot and the paved area of any street, sidewalk, alley, or similar area; and (iv) any non-street public right-of-way, private alleyway, or easement area adjacent to his Unit or Lot, neatly trimmed, and shall keep all such areas properly irrigated, cultivated and maintained and free of trash, weeds, and other unsightly material.

Nothing contained herein shall authorize or permit the Association to prohibit or limit xeriscape, to prohibit the installation or use of drought-tolerant vegetative landscapes, or to require cultivated vegetation to consist exclusively or primarily of turf grass, as the terms "xeriscape" and "turf grass" are defined in Section 37-60-126(11)(b)(III) and (IV), Colorado Revised Statutes, as amended. If an Owner's landscaping dies, any action by the Association to enforce the provisions of this Declaration requiring replacement of such landscaping shall be suspended during any period of water use restrictions declared by the City of Durango or the State of Colorado, and an Owner shall be allowed a reasonable and practical opportunity, in light of local growing seasons and practical limitations, to re-seed and revive landscaping before an Owner is required to replace landscaping with new materials.

All Owners shall address landscape maintenance for wildfire mitigation in conformance with A.8 Requirements for Wildfire Management of the Three Springs Three Springs Codes and Standards. All roofing materials installed on all building both commercial

and residential shall meet and maintain in perpetuity a Fire Class Flame spread rating of A(1) rating.

(f) **Nuisances; Construction Activities.** No rubbish, debris, petroleum products, or similar product of any kind shall be placed or permitted to accumulate upon or adjacent to any Unit or Lot and no odors shall be permitted to arise or emit therefrom so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Unit or Lot so as to be offensive or detrimental, to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, firecrackers, bells, or other sound devices, except security devices shall be used or placed on any such property without prior approval of the Board. Normal construction activities and parking in connection with the building of Improvements within the Covered Property shall not be considered a nuisance or otherwise prohibited by this Declaration, but trash and debris shall not be permitted to accumulate for an unreasonable period of time on Lots or Units during construction before being disposed of by the Developer or Builder. The Board, in its sole discretion, shall have the right to determine the existence of any such nuisance.

(g) **Diseases and Insects.** No Owner shall permit any thing or condition to exist upon any Unit or Lot which shall unreasonably induce, breed, or harbor infectious plant diseases or noxious weeds or insects.

(h) **Maintenance of Lots.** All Lots shall be maintained by the Owner thereof in an attractive manner, free of weeds, trash, debris, and waste. Each Owner shall keep his or her Lot and Unit, including, without limitation, the exterior walls, windows, roofs, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. If a Lot or Unit shall develop an unsanitary, unclean, or unsafe condition or fall into a state of disrepair, and the Owner of such Lot or Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board, the Board on behalf of the Association shall have the right, on reasonable notice and at the sole expense of the Owner and without liability to the Owner for trespass or otherwise, to enter the Lot and Unit and correct or eliminate the unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair and the Association's maintenance and repair authority shall apply only to the exterior of the Lot or Unit.

(i) **Maintenance and Snow Removal.** Maintenance of the sidewalk(s) adjacent to a Lot or Unit (except Greencourt Lots, Common Areas, or Limited Common Areas) and an individual driveway apron is the responsibility of the Owner of the Lot or Unit. Each Owner of a Lot or Unit shall keep the sidewalk(s) and the driveway apron free of debris and snow buildup. Each Owner of a Unit or Lot shall also be responsible for the replacement of the sidewalk(s) and the driveway apron as necessary.

(j) **Repair of Building.** No building or structure on any Unit or Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Each Owner shall be responsible for maintaining, repairing, and replacing, at such Owner's expense, all portions of such Owner's buildings and all Improvements situated thereon, in first-class condition and repair, including but not limited to, the exterior of any and all buildings, paving, and landscaping and all utility services in or upon the Improvements of such Owner. In the event any building, structure, or other improvement is damaged or destroyed, then, subject to the approvals required by the Master Declaration, such building or structure shall be immediately repaired or rebuilt in accordance with this Declaration and the Master Declaration, or shall be demolished and the Lot shall be cleared of any debris and landscaped in a manner consistent with this Declaration and with the well-being of the Covered Property, at the cost and expense of the Owner of such Lot. In the event of destruction, an Owner shall mitigate any hazards immediately and remove debris as soon as feasible, but in no event later than sixty (60) days after the event.

(k) **Antennas.** No antenna or other device for the transmission or reception of television or radio signals or any other form of electro-magnetic radiation, including, but not limited to, satellite television or radio discs, antennas, or equipment (collectively referred to herein as "Antennas") greater than eighteen inches (18") in diameter, shall be erected, used, or maintained outdoors on any Unit or Lot, whether attached to a building or structure or otherwise, unless permitted under the Three Springs Codes and Standards. The Design Review Committee may include in the Three Springs Design Guidelines regulations governing the location of Antennas upon Lots or Units. Such regulations shall comply with the requirements of the Federal Telecommunications Act of 1996, and any applicable regulations adopted pursuant thereto, as such statute and regulations may be amended from time to time.

(l) **Mineral Exploration.** No Unit or Lot shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind, except for grading and excavation work and the removal of fill material including, but without limitation, gravel, rock, and sand, in connection with the construction of Dwelling Units, buildings, structures, or other Improvements which have been approved in writing by the Design Review Committee or which are being constructed by, or on behalf of, the Declarant.

(m) **Trash Containers and Collection.** No garbage or trash shall be placed or kept on any Unit or Lot, except in covered containers. Trash containers shall be kept inside a Unit or within the fenced area of a side yard or back yard except when placed along the street for collection and then only for the shortest time reasonably necessary to affect such collection. All rubbish, trash, or garbage shall be removed from the Units and Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Unit or Lot. The Owners of those Lots and Units located on private alleys shall be required to haul containers to the nearest public thoroughfare on collection days, rather than placing them on the private alley.

(n) **Clothes Drying Facilities.** Outside clotheslines or other outside facilities or drying or airing clothes shall not be erected, placed, or maintained on outside any Unit or on

any Lot unless they are erected, placed, and maintained exclusively within a fenced side yard or back yard.

(o) **Machinery and Equipment.** No machinery or other equipment of any kind shall be placed, operated, or maintained outside the Unit upon any Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction (during the period of construction) of a building, appurtenant structures, or other Improvements; or (ii) that which the Declarant or the Association may require for the operation and maintenance of the Association.

(p) **Signs.** No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Unit or Lot except: (i) signs required by legal proceedings; (ii) no more than two (2) identification signs or Unit numbers for individual residences, each with a face area of sixty (60) square inches or less; (iii) not more than one "For Sale" or "For Lease" located on a Lot or Unit; (iv) promotional and advertising signs of Declarant, Developers and Builders on any Unit or Lot approved from time to time by Declarant as to number, size, color, design, message content, location, and type; and (v) such other signs (including, but not limited to, construction job identification signs, builder identification signs, and subdivision signs) which are in conformance with the requirements of the City and which have been approved in writing by the Design Review Committee as to size, color, design, message content, and location. Nothing contained herein shall allow the Association to prohibit the display of the American flag, a service flag, or a political sign by an Owner if such displays comply with the requirements of Section 38-33.3-106.5 of the Act, subject to reasonable rules and regulations that may be adopted by the Association as permitted under such Section of the Act.

(q) **Restriction on Further Subdivision, Property Restrictions, and Rezoning.** No Unit or Lot shall be further subdivided or separated into smaller Units or Lots, and no portion less than all of any Unit or Lot shall be conveyed or transferred by any Owner, unless permitted under the Three Springs Codes and Standards. Accessory Dwelling Units, as permitted under the Three Springs Codes and Standards, may be constructed on a Lot and may be leased and occupied separately from the main Unit on such Lot. Otherwise, if a Unit or Lot is leased or rented, the entire Unit or Lot shall be rented or leased to a Single Family. Residential Development use property shall not be leased except to a Single Family for each unit. No further covenants, conditions, restrictions, or easements shall be Recorded by any Owner, Lessee, or other person other than the Declarant against any Unit or Lot without the provisions thereof having been first approved in writing by an authorized representative of the Board and having been endorsed on such Recorded covenants, conditions, restrictions, and easements, and any covenants, conditions, restrictions, or easements Recorded without such approval being endorsed thereon shall be null and void. No Unit or Lot may be rezoned by the Owner thereof without the prior written consent of the Board.

(r) **Common Fences.** Except as hereinafter provided, the rights and duties of Owners with respect to Common Fences between Units and Lots shall be as follows: (i) the Owners of contiguous Units or Lots who have a Common Fence shall both equally have the right

to use such wall or fence, provided that such use by one (1) Owner does not interfere with the use and enjoyment of same by the other Owner; (ii) in the event that any Common Fence is damaged or destroyed through the act of an Owner or any of his Tenants, Lessees, agents, guests, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Common Fence without cost to the Owner of the adjoining Unit or Lot, but any liability imposed on an Owner hereunder shall not prevent the Owner from seeking reimbursement and indemnity therefore from the persons causing such damage; (iii) in the event any Common Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his Tenants, Lessees, agents, guests, or family, it shall be the obligation of all Owners whose Units or Lots adjoin such Common Fence to rebuild and repair such wall or fence at their joint expense, such expense to be allocated among the Owners in accordance with the length of their Units or Lots abutting the Common Fence; (iv) notwithstanding anything to the contrary herein contained, there shall be no modification of any Common Fence without the prior consent of all Owners of any interest therein, and only after review and approval by the Design Review Committee; (v) in the event of a dispute between Owners with respect to the construction, repair, or rebuilding of a Common Fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding. Anything in the foregoing to the contrary notwithstanding, in the case of Common Fences between Common Areas and Units or Lots, the Association shall not be responsible for any maintenance thereof unless such maintenance obligation is accepted in writing by the Board, in its sole discretion, except that each Owner of a Unit or Lot shall be responsible for painting and maintenance of the portion of the Common Fence facing his Unit or Lot or the portion thereof which is not a portion of the Common Area even if the Association accepts the responsibility for maintenance.

(s) **Utility Service.** No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed, or maintained anywhere in or upon any Unit or Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved in writing by the Design Review Committee except for temporary power or telephone structures incident to the construction of buildings or structures approved in writing by the Design Review Committee.

(t) **Overhead Encroachments.** No tree, shrub, or planting of any kind in or on any Unit or Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of 13'-6" with no reductions permissible.

(u) **Trucks, Trailers, Campers, and Boats.** No motor vehicle, mobile home, recreational vehicle, travel trailer, tent trailer, camper shell, detached camper, motor boat, boat trailer, ultra lights, or other similar equipment or vehicle may be parked or maintained on any Unit or Lot or on any street, alleyway, or private driveway in Three Springs, other than in a completely enclosed area or in an area screened from view; provided, however, the provisions of this Section shall not apply to (i) motor vehicles not exceeding seven (7) feet in height measured

from ground level (excluding racks provided such racks do not exceed two (2) additional feet above the motor vehicle) and twenty-one (21) feet in length, which are parked as provided in subsection (t) below and are used on a regular and recurring basis for basic transportation which are not used for commercial purposes, or (ii) trucks, trailers and campers parked in areas designated for parking in non-residential Land Use Classifications in connection with permitted commercial activities conducted in such non-residential Land Use Classifications; (iii) recreational equipment including kayaks, skis, or bicycles or similar compartmentalized recreation equipment.

(v) **Motor Vehicles.** No automobile, motorcycle, motorbike, or other motor vehicle shall be constructed, reconstructed, or repaired upon any Unit or Lot or on any street, alleyway, or private driveway in Three Springs except within a completely enclosed area and no inoperable vehicle, including but not limited to vehicles with flat tires may be stored or parked on any Unit or Lot or on any street, alleyway, or private driveway; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved in writing by the Design Review Committee.

(w) **Parking.** Vehicles of all Owners, Lessees, Tenants, and Residents and of their employees, guests, and invitees, are to be kept in garages, carports, residential driveways of the Owner, and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Unit or Lot; provided, however, this Section shall not be construed to permit the parking in the above described areas of any vehicle whose parking is otherwise prohibited or the parking of any inoperable vehicle. The Association shall allow an Owner, Lessee, Tenant, or Resident to park an emergency vehicle in the Covered Property, provided that it is a condition of such Person's employment that the vehicle is required to be available at designated periods at the Person's residence, such vehicle has a weight rating of 10,000 pounds or less, the Person is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services provider, the vehicle has an official designation on it, and the vehicle does not interfere with access or reasonable use of streets, guest parking spaces, or drives by other Persons. No parked vehicle, trailer, or object of any kind shall extend beyond the rear property line of a private or public alley.

(x) **Right of Entry.** During reasonable hours and upon reasonable notice to the Owner or other occupant of a Unit or Lot, any member of the Design Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right and license to enter upon and inspect the exterior of any Unit or Lot, and the Improvements thereon, except for the interior portions of any completed Dwelling Unit, for the purpose of ascertaining whether or not the provisions of this Declaration, the Three Springs Design Guidelines, or the Association Rules have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

(y) **Health, Safety, and Welfare.** In the event additional uses, activities, and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety, or

welfare of Owners, Lessees, Tenants, and Residents, the Board may make rules restricting or regulating their presence as part of Association Rules and coordinate with the Design Review Committee as reasonably necessary to ensure compatibility with the Three Springs Design Guidelines.

(z) **Model Homes**. The provisions of this Declaration and of Supplemental Declarations which prohibit non-residential use of Units and Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes, sales offices (temporary or permanent) by builders or Developers engaged in the construction, sale, or leasing of Dwelling Units in Three Springs, and parking incidental to the visiting of such model homes or sales offices so long as the location of such model homes are approved in writing by the Declarant or Design Review Committee, and the construction, operation, and maintenance of such model homes and sales offices (including temporary uses) otherwise comply with all of the provisions of this Declaration. The Design Review Committee or Declarant may also permit Units, Lots, and other areas to be used for parking in connection with the showing of model homes or the visiting of sales offices so long as such parking and parking areas are in compliance with the ordinances of the City or other applicable governmental agencies and any rules of the Design Review Committee. Any Dwelling Units constructed as models shall cease to be used as models at any time the Owner or builder thereof is not actively engaged in the construction and sale of such Dwelling Units located in Three Springs.

(aa) **Incidental Uses**. The Board may approve uses of property within a Land Use Classification which are reasonably incidental to the full enjoyment by the Owners of the property within that Land Use Classification, provided that such incidental uses are permitted under the Three Springs Codes and Standards. Such approval may be subject to such regulations, limitations, and restrictions, including termination of the use, as the Board may wish to impose, in its sole discretion, for the benefit of Three Springs as a whole. By way of example and not of limitation, the uses which the Board may permit are recreation facilities intended primarily for the benefit of all or certain Owners and Residents within areas having a Land Use Classification of Residential Development use, and recreational facilities intended for usage by the Residents or Owners of more than a single Unit or Lot within any area classified for Residential Development use.

(bb) **Towing of Vehicles**. The Board shall have the right to have any truck, motor home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed, or repaired in violation of this Declaration towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of suit amounts in the same manner provided for in this Declaration for the collection of Assessment.

(cc) **Residential Development Use.** All Dwelling Units located within the Covered Property shall be used, improved, and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on any Unit, Lot, or in or from any Dwelling Unit, except that an Owner or other Resident of a Dwelling Unit may conduct a business activity within a Dwelling Unit (main building or accessory building) so long as: (i) the business activity conforms to the Three Springs Codes and Standards and other applicable requirements of the City; (ii) the business activity does not violate any provision of this Declaration and the Association Rules, the Three Springs Codes and Standards, the Three Springs Design Guidelines; and (iii) the business activity is consistent with the residential character of the Covered Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other Residents in the Covered Property, as may be determined from time to time in the sole discretion of the Board. The terms “business” and “trade” as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended or does generate a profit; or (iii) a license is required for such activity. Business activities such as musical lessons, tutoring, and the like are intended to be among the types of uses permitted under this Section. The Board may revoke its approval of a business activity after it has been approved by the Board and commenced operation if the Board finds that the business activity is creating problems with traffic, safety, noise, or a nuisance, as determined by the Board in its sole discretion.

ARTICLE V - ORGANIZATION OF ASSOCIATION

Section 5.1 **Formation of Association.** The Association shall be a non-profit Colorado corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.2 **Board of Directors and Officers.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board may also appoint various committees and appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association. Unless this Declaration specifically requires a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

Section 5.3 **The Association Rules.** The Board may, from time to time, and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations pertaining to: (i) the management, operation, and use of the Common Areas including, but not limited to, any recreational facilities situated upon the Common Areas; (ii) minimum standards for any maintenance of Unit and Lots; or (iii) the health, safety, or welfare of the Owners and Residents.