

FIRST AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
Of
SUMMERLANE VILLAGE

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUMMERLANE VILLAGE is made and entered into is this 22nd day of March, 2017, by SUMMERLANE VILLAGE HOMEOWNERS ASSOCIATION, INC. a Colorado nonprofit corporation, and a unit owners' association organized under Section 38-33.3-30 I of the Act ("Association").

RECITALS:

- A. The Association is the owner of that certain real property situated in the County of Jefferson, State of Colorado, which is described on Exhibit B attached hereto and incorporated herein by this reference; and
- B. the Declarant previously executed a Declaration of Covenants, Conditions, and Restrictions of Summerlane Village recorded 4/21/04 reception #F2009626 ("The Declaration").
- C. The Association intends to amend The Declaration.

Article I
DEFINITIONS

- 1. "Act" means the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 to 319, as amended.
- 2. "Agencies" collectively means the Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.
- 3. "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Lot. The Allocated Interest for each Lot shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within the Community from time to time. The Allocated Interest for each Lot is subject to decrease with the annexation of additional property to this Community as provided in Article XI, Section 5 hereof.
- 4. "Architectural Review Committee" or "Committee" means the committee appointed by the Association to review and approve or disapprove plans for Improvements, as more fully provided in this Declaration.

5. "Association" means the Summerlane Village Homeowners Association, Inc., a Colorado nonprofit corporation, and a unit owners' association organized under Section 38-33.3-301 of the Act.
6. "Board of Directors" or "Board" means the body, regardless of name, designated in this Declaration and the Bylaws of the Association to act on behalf of the Association.
7. "Common Elements" means any real property (which may include, without limitation, platted lots and platted tracts) owned or leased by the Association, other than a Lot (as defined below) and any easements for access to, ingress and egress to and from, and the installation of utilities within the Community which are held by or assigned to the Association. The Common Elements at the time of recordation of this Declaration, or which must become Common Elements, are described on Exhibit B attached hereto and incorporated herein by this reference. There are no Limited Common Elements within the real property at the time of recordation of this Declaration.
8. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot. The Common Expense Liability for each Lot shall be equal to the Allocated Interest of such Lot.
9. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.
10. "Community" means real property described in or which becomes subject to this Declaration as described on Exhibit A, as supplemented and amended from time to time, with respect to which a Person, by virtue of such Person's ownership of a Lot, is obligated to pay for real property taxes, insurance premiums, maintenance or improvement of other real property described in this Declaration. The name of the Community is "Summerlane Village." The Community is a planned community under the Act. The project is owned in fee simple.
11. "Declarant" was Summerlane Village, LLC, a Colorado limited liability company, whose Declarant rights have expired as of this First Amended Declaration.
12. "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Summerlane Village and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and also including, but not limited to, plats and maps.
13. "First Security Interest" means a Security Interest (as hereinafter defined) that has priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments).
14. "General Common Elements" means all of the Common Elements except the Limited Common Elements.

15. "Improvements" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball hoops, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.
16. "Limited Common Elements" means those parts of the Common Elements which are either limited to and reserved for the exclusive use of the Owner(s) of a particular Unit or are limited to and reserved for the common use of the Owners of more than one, but fewer than all, of the Units. Limited Common Elements may be allocated to Lots in accordance with this Declaration and may be reallocated between or among Lots in accordance with the Act.
17. "Lot" means each platted lot shown upon the recorded Plat or other subdivision map of the real property described on the attached Exhibit A, as the same may be amended from time to time, as well as each platted lot shown upon any recorded Plat or map of any other real property as may hereafter be brought within the jurisdiction of the Association, with the exception of the Common Elements and any publicly dedicated real property. Without limiting the generality of the foregoing, if any platted Lot(s) is designated as Common Elements in this Declaration, or in any Annexation of Additional land, or any amendment thereto, then such Lot(s) shall constitute Common Elements, as defined above, rather than a Lot (as defined herein). Each Lot shall constitute a "unit" under the Act, however it shall not be necessary to use the term "unit" as part of a legally sufficient description of a Lot.
18. "Member" means each Owner; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.
19. "Owner" means the Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation.
20. "Person" means a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture, or any other entity recognized under the laws of the State of Colorado or any combination thereof.
21. "Plat" means all of the subdivision plats for any portion of the Community which may be recorded in the Office of the Clerk and Recorder of the County in which the Community is located, as the same may be amended or supplemented from time to time. Each Plat constitutes a "map" or "plat" pursuant to the Act. A Plat of the Community and the property to be included therein is recorded as Summerlane Village recorded in the real property records of Jefferson County, Colorado, on August 14, 2003, at Reception No. F 183 7662 at Book 173 and Page 9.

22. "Security Interest" means an interest in real property or personal property in the Community, or any portion thereof, created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation. For purposes of Article IV, Section 10 hereof, and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Article VI, Section 2 hereof, "Security Interest" shall also mean and refer to any executory land sales contract wherein the administrator of Veterans Affairs, an Officer of the United States of America, is the seller, whether such contract is recorded or not, and whether such contract is owned by the said administrator or has been assigned by the administrator and is owned by the administrator's assignee, or a remote assignee, and the land records in the Office of the Clerk and Recorder of the County in which the Community is located, show the administrator as having the record title to the Lot.
23. "Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest (including, for purposes of Article IV, Section 10 hereof, and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Article VI, Section 2 hereof, the administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said administrator is identified as the seller, whether such contract is recorded or not and the land records of the Clerk and Recorder of the County in which the Community is located, show the said administrator as having the record title to the Lot), or any successor to the interest of any such Person under such Security Interest.

Article II

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

1. Association. The Association has been formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, and in its Articles of Incorporation and Bylaws. The Association shall have a Board of Directors to manage the affairs of the Association, as more fully provided in this Declaration, and in the Association's Articles of Incorporation and Bylaws.
2. Membership. The membership of the Association at all times shall consist exclusively of all Owners or, following termination of the Community, of all former Owners entitled to distributions of proceeds under the Act or their heirs, personal representatives, successors or assigns. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. One Class of Membership. The Association shall have one class of voting membership. Each Owner shall be entitled to one (1) vote for each Lot owned in accordance with the Allocated Interest attributable to each Lot, except that no votes allocated to a Lot owned by the Association may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Association.
4. Management Agreements and Other Contracts. Any agreement for professional management of the Association's business shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days' prior written notice.
5. Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Common Elements and the use of any other property within the Community, including Lots. Any such rules and regulations shall be reasonable and uniformly applied and consistent with the requirements of this Declaration. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Copies of the currently effective Rules and Regulations shall be made available to each Owner upon request. Each Owner shall comply with such rules and regulations and shall see that Persons claiming through such Owner comply with such rules and regulations. The Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such rules and regulations. Such rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of a conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Article III

BOARD OF DIRECTORS, MEMBERS AND OFFICER

1. Authority of Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except as provided in this Declaration or the Association Bylaws, the Board of Directors may act in all instances on behalf of the Association.
2. Budget. The Board of Directors shall prepare and adopt a budget for the Community no less frequently than annually. Within thirty (30) days after adoption of any proposed budget for the Community, the Board of Directors shall deliver a summary of the Association budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) days nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting the budget is rejected by the vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, then the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

3. Cooperation with Other Associations. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other community association(s) and/or any special district(s), to share facilities, to share the costs and/or responsibility for any operation, maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any person(s) in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other community association(s) and/or any district(s), or to otherwise cooperate with any other community association(s) and/or any district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board of Directors in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other community associations and/or any districts, as the Board of Directors may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other community associations and/or any districts to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.
4. Notice and Comment. Whenever the provisions of this Declaration or of the other governing documents of the Association or the Act require that an action be taken after "Notice and Comment" or "Notice and Hearing," and at any other time the Board determines, the affected Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice shall be given to each affected Owner in writing delivered personally, by mail, or by electronic mail to all affected Owners at such address as appears in the records of the Association, and notice may be published in a newsletter or website or similar publication which is routinely circulated or made available to all Owners. The notice shall be given not less than three (3) days before proposed action is to be taken. The notice shall invite comment (orally or in writing) to the Board before, or at, the scheduled time of any meeting or hearing.
5. Charges for Facilities and Services. The Association shall have the power to establish reasonable and uniformly applied charges for the special or extraordinary use of facilities and services, including recreational facilities which are located on a portion or portions of the Common Elements and which are for the use of the Owners of Lots and provide for active and/or passive recreational activities. The charges may include reasonable admission or other fees for any special or extraordinary use of property, facilities or services of the Association. Such charges or fees shall be set forth in a schedule of charges or fees adopted from time to time by the Board of Directors.

Article IV
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. Each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Association: annual assessments or charges, special assessments, and other charges, fines, fees, interest, late charges, and other amounts, all as provided in this Declaration; with such assessments and other amounts to be established and collected as hereinafter provided. The annual and special assessments and other charges, fees and fines, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand (except as otherwise expressly provided in this Declaration), and without set-off or deduction. All Owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Lot during their ownership of such Lot. Each assessment, charge, fee, and all other amounts under this Declaration, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. The Association's lien on a Lot for assessments and other amounts shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said lien.

2. Purpose of Assessments. The assessments levied by the Association shall be used to pay the Common Expenses, and for maintenance, repair and replacement of the Common Elements, as provided in this Declaration, to promote the recreation, health, safety and welfare of the residents of the Lots, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration or the Articles of Incorporation or Bylaws of the Association, or by law, including without limitation, maintenance, operation, repair and replacement of drainage facilities, publicly dedicated property and easements; and the payment of costs or tariffs relating to street lighting in the Community. The annual assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis (including without limitation any drainage facilities owned or maintained by the Association), and for the payment of insurance deductibles.

3. Rate of Annual and Special Assessments. Annual and special assessments shall be fixed at a uniform rate for all Lots sufficient to meet the expected needs of the Association. The annual assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis (including without limitation any drainage facilities owned or maintained by the Association), and for the payment of insurance deductibles. All annual and special assessments shall be

assessed against all the Lots in accordance with the Allocated Interests set forth in this Declaration, except as specifically elsewhere provided in this Declaration. If the Common Expense Liability is reallocated, annual assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liability. If any Common Expense or portion thereof benefits fewer than all of the Lots, then the Board may, by a majority of the voting Directors, assess the Common Expense or portion thereof exclusively against the Lots benefited.

4. Annual Assessments. The annual assessment of the Association shall be based on a budget adopted by the Association as provided in this Declaration. A budget shall be so adopted by the Association no less frequently than annually. The annual assessments shall be due and payable in monthly installments, in advance, or on such other dates, and with such frequency (which may be other than monthly, but not less frequently than annually), as the Board of Directors determines in its discretion.
5. Special Assessments. In addition to the annual assessments authorized in this Article, the Board of Directors may levy, in any fiscal year, with the approval of two thirds (2/3) of the votes of a quorum (as provided below) of the Association votes cast by Members voting in person or by proxy at a meeting duly called for this purpose, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the Common Elements or any portion of real property for which the Association has repair and/or reconstruction obligations, including fixtures and personal property related thereto, or for repair or reconstruction of any damaged or destroyed Improvements located on said real property, or for the funding of any operating deficit incurred by the Association. Any such special assessment shall be set against each Lot in accordance with the Allocated Interests set forth in this Declaration. A meeting of the Members called for the purpose of considering the establishment of a special assessment shall be held in conformance with Section 7 of this Article IV. Special assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements.
6. Notice and Quorum for Any Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 of this Article shall be sent to Members entitled to vote thereon not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members (or of proxies) entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
7. Charges for Services to Less than All of the Lots. The Association may, at any time from time to time, provide services (not otherwise required or authorized under this Declaration to be provided by the Association) to less than all of the Lots, and the Owners of such Lots shall pay the Association for such services as, when and in such manner as may be determined by the Board of Directors in its discretion from time to time, which amounts shall be in addition to

the annual and special assessments, and which amounts shall include overhead expenses of the Association. If such services are not funded by the annual assessment or special assessments, then any such services shall be provided, if at all, pursuant to an agreement in writing between the Association and the Owners of the Lots for which such service is to be provided, with such agreement to include a statement of the costs, fees and expenses reasonably expected to initially be incurred by the Association in providing such service(s). Services which may be provided by the Association pursuant to this Section include, without limitation, (a) the construction, care, operation, management, maintenance, upkeep, repair, replacement and renovation of Improvements or property owned by such Owner(s); (b) the provision of any services or functions to such area(s) or Lot(s); (c) the enforcement of the provisions of any document or agreement for, on behalf of, and in the name of the applicable Owners; (d) the payment of taxes or other amounts for Owners with funds provided by such Owners; and (e) the procurement of insurance for Owners. The Association may, at its election, at any time from time to time, collect the aforesaid costs, fees, expenses and other charges from Owners to whom such services are provided, in advance or arrears, in monthly or other installments, or in addition to and on the same date for payment of, the assessments.

8. Lien for Assessments.

- a. The Association has a statutory lien on a Lot for any assessment levied against that Lot or fines imposed against its Owner. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration or the Act are enforceable as assessments under this Article. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.
- b. Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required. However, the Board of Directors or managing agent of the Association may prepare, and record in the county in which the applicable Lot is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.
- c. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of assessments becomes due.

9. Priority of Association Lien.

- a. A lien under this Article IV is prior to all other liens and encumbrances on a Lot except:
 - i. Liens and encumbrances recorded before the recordation of the Declaration;
 - ii. A First Security Interest on the Lot, which was recorded or perfected before the date on which the assessment sought to be enforced became delinquent;
 - iii. and Liens for real estate taxes and other governmental assessments or charges against the Lot.
- b. A lien under this Section is also prior to the First Security Interests described in the preceding subsection (a)(ii) to the extent, if any, provided in the Act. With regard to liens in excess of assessments of six (6) months, a Security Interest holder of a Security Interest when obtaining a Unit in foreclosure or deed in lieu thereof shall not be liable: for any amount of the lien in excess of assessments of six (6) months immediately preceding the institution of foreclosure.
- c. This Section does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Association. A lien under this Article is not subject to the provisions of part 2 of Article 41 of Title 38, C.R.S. 1973, as amended, or to the provisions of Section 15-11-201, C.R.S. 1973, as amended.

10. Receiver. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's assessments.

11. Certificate of Status of Assessments. The Association shall furnish to an Owner or such Owner's designee or to a Security Interest Holder or its designee, upon written request delivered personally, via e-mail, or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner if no statement is furnished to the Owner or Security Interest Holder or their designee, delivered personally, via e-mail, or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request. The Association shall have the right to charge a reasonable fee for the issuance of such certificates.

12. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof may bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such other lawful rate as may be set from time to time by the Board of Directors, and the Board of Directors may charge a late charge

in an amount the Board determines from time to time to be sufficient to cover the extra costs and expenses involved in handling such delinquent payment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot. If a judgment or decree is obtained, including without limitation in a foreclosure action, such judgment or decree shall include a reasonable attorney's fee to be fixed by the court, together with the costs of the action, and may include interest and late charges as above provided. No Owner may be exempt from liability for payment of assessments by waiver of the use or enjoyment if any of the Common Elements or by abandonment of the Lot against which the assessments are made. This Article does not prohibit actions or suits to recover sums for which this Declaration creates a lien, nor does this Article prohibit the Association from taking a deed in lieu of foreclosure.

13. Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be retained by the Association as reserves or in other such funds as the Board may direct and need not be paid to the Owners in proportion to their Common Expense Liability or credited to them to reduce their future assessments.
14. Assessments for Misconduct. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that Common Expense exclusively against such Owner and his Lot.
15. Other Charges. The Association may levy and assess charges, costs and fees for the following matters, among others, in such reasonable amount(s) as the Board of Directors may determine in its discretion at any time from time to time, including charges to the Association by its managing agent or other Person: copying of Association or other documents; return check charges; charges for telexes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Lot; charges for notices and demand letters; and other charges incurred by the Association for or on behalf of any Owner(s). All such charges, costs and fees shall be in addition to the assessments levied by the Association, but shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments.
16. Exemptions from Assessments. The following portions of the Community shall be exempt from the Assessments, charges, and liens created under this Declaration and under any Supplemental Declaration: any property owned by a public body; any Common Element; all utility lines and easements; any Lot owned by the Association.

Article V
ARCHITECTURAL REVIEW

1. Composition of Committee. The Architectural Review Committee shall consist of three (3) or more persons appointed by the Board of Directors. The power to "appoint," as provided herein, shall include without limitation the power to: appoint member(s) to the Architectural Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member of the Architectural Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the appointee.

2. Review by Committee; Requirement for Approval by Governmental Entities.
 - a. No Improvements shall be constructed, erected, placed, planted, applied or installed upon any Lot unless plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee), shall have been first submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall exercise its reasonable judgment to the end that all Improvements comply with any architectural standards promulgated for the Community and conform to and harmonize with the existing surroundings, residences, landscaping and structures. The Architectural Review Committee may require that the applicant(s) of each submission pay a fee(s) to the Association for the review and approval process, with such fee(s) to be in such amount(s) as may be set by the Committee in its discretion from time to time; provided that such fee(s) shall be uniform for submissions of a similar nature or cost. Such amounts, if any, shall be levied in addition to the assessments against the Lot for which the request for Architectural Review Committee approval was made, but shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection of such assessments, as more fully provided in this Declaration.

 - b. In addition to the required approvals by the Architectural Review Committee, as provided in this Article, the construction, erection, addition, deletion, change or installation of any Improvements on any Lot shall also require the applicant to obtain any necessary or required approval of all governmental entities with jurisdiction therefor, and issuance of all required permits, licenses and approvals by all such entities.

3. Procedures. The Architectural Review Committee shall approve or disapprove all requests for approval within thirty (30) days after the complete submission of the plans, specifications and other materials and information which the Committee may require in conjunction therewith. If the Architectural Review Committee fails to approve or disapprove any request within thirty (30) days after the complete submission to the Committee of the plans, specifications, materials and other information with respect thereto, and if the applicant can prove that the complete submission was received by the Committee (with such proof to be in the form of a

signed receipt or a signed return receipt from a registered or certified mail), approval shall not be required and this Article shall be deemed to have been fully complied with.

4. Vote and Appeal. A majority vote of the Architectural Review Committee is required to approve a request for approval, unless the Committee has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the Committee approves or denies a request for architectural approval, any Owner shall have the right to an appeal of such decision to the full Committee, upon a request therefor submitted to the Committee within thirty (30) days after such approval or denial by the Committee's representative. If the Architectural Review Committee approves or denies a request for architectural approval (whether by original decision or an appeal) then any Owner shall have the right to an appeal of such decision to the Board of Directors, upon a written request therefor submitted to the Board of Directors within thirty (30) days after such decision by the Architectural Review Committee.
5. Architectural Standards. The Architectural Review Committee, with the advice of the Board of Directors, may, at any time from time to time, enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce architectural standards and design guidelines for the Community, or other standards, to interpret and implement the provisions of this Article and the Declaration, including, without limitation, those relating to procedures, materials to be submitted, specifications of items, types or kinds of Improvements, designs and other matters. The architectural standards and design guidelines may specify acceptable Improvements that may be installed or constructed without prior approval of the Architectural Review Committee. Any standards so adopted by the Committee shall be consistent, and not in conflict, with this Article and the Declaration.
6. Records. The Architectural Review Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection upon request.
7. Liability. Neither the Board of Directors, nor the Architectural Review Committee, nor any representative of the Committee appointed to act on its behalf, shall be liable in damages to any Person, or to any Owner, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.
8. Variance. The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article IX hereof, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or Improvements in the neighborhood and shall not militate against the general intent and purpose hereof.
9. Waivers; No Precedent. The approval or consent of the Architectural Review Committee or any representative thereof, or of the Board of Directors, to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval

or consent by the Committee or any representative thereof, or by the Board of Directors, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter.

Article VI
INSURANCE

1. **Insurance.** The Association shall maintain insurance as required by the Act and other applicable law, including the following types of insurance on the Common Elements, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as Common Expenses. In addition, the Association may maintain such insurance on such other property as the Board of Directors may determine in its discretion from time to time, or as may be hereinafter required. Notwithstanding any of the specific insurance requirements Specified in this Article, the Association may also consider, in determining the types and amount of insurance it needs to obtain, the then-existing requirements of any of the Agencies with respect to their insurance, guaranty, or purchase of Security Interests.
 - (a) Property insurance for broad form covered causes of loss; except that the total amount of insurance must not be less than the full insurable replacement costs of all the insured property less applicable deductibles at the time the insurance is purchased and at such renewal date, exclusive of land, foundations, excavations and other items normally excluded from property policies.
 - (b) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements, insuring the Association in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, insuring the Board of Directors, the Association, any managing agent, and their respective employees, agents and all Persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as an Owner and member of the Board of Directors. The Owners shall also be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.
 - (c) A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and/or any independent contractor employed by the Association for the purpose of managing the Community and/or any Owner who disburses funds of the Association, in an amount at least equal to the estimated maximum of funds, including maintenance reserves, in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than two (2) months aggregate assessments on the Lots plus such reserve

funds as calculated from the current budget of the Association. The Association may carry fidelity insurance in amounts greater than required hereinabove and may require any independent contractor employed for the purposes of managing the Community to carry more fidelity insurance coverage than required hereinabove. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subsection (c).

(d) If any Common Elements are located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then such a policy of flood insurance on such parcels in an amount at least equal to the lesser of:

- i. the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or
- ii. one hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

(e) In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

2. General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory Security Interest Holder's clause in favor of each Security Interest Holder and a provision that it cannot be cancelled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and each Security Interest Holder, insurer or guarantor of a Security Interest. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including Security Interest Holders, upon request. Any such Owner's policy shall also contain waivers of subrogation. All policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Association.

3. Deductibles. The Association may adopt and establish written non-discriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment.
 - (a) To the extent the Association settles a claim for damages, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event that more than any one (1) Lot is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association.
 - (b) Any loss to any Lot or to any Common Elements which the Association has the duty to maintain, repair and/or reconstruct, which falls within the deductible portion of such policy, shall be borne by the Person who is responsible for the repair and maintenance of the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the Persons sharing in such joint duty or may be partly or wholly borne by the Association, at the election of the Board of Directors. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible: to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner, his tenants, family members, guests or invitees. Upon said determination by the: Association, any such loss or portion thereof may be assessed to the Owner in questions and the Association may collect the amount from said Owner in the same manner as any assessment.
4. Payment of Insurance Proceeds. Any loss covered by an insurance policy described in Section I of this Article must be adjusted with the. Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Security Interest Holder. The insurance: trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and Security Interest Holders as their interests may appear. Subject to the provisions of Section I of Article VII of this Declaration, the proceeds must be disbursed first for the repair or restoration of the damaged property; and the Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Community is terminated.
5. Association Insurance as Primary Coverage. If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same: property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any assessment. Any such Owner's policy shall also contain waivers of subrogation.

6. Acceptable Insurance Companies. Each insurance policy purchased by the Association must be written by a hazard insurance carrier which is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or any Owner from collecting insurance proceeds.
7. Insurance to be Maintained by Owners. An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Lot and the Improvements thereon, including but not limited to flood insurance, and the furnishings and other items of personal property belonging to an Owner, and public liability insurance coverage on each Lot, shall be the responsibility of the Owner of such Lot.
8. Annual Review of Insurance Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors to ascertain that the coverage provided by such policies adequately covers those risks intended to be insured by the Association. In making the aforesaid determination, the Board of Directors or the managing agent of the Association may obtain a written appraisal from a duly qualified real estate or insurance appraiser, or seek other advice or assistance. Any Security Interest Holder shall be furnished with a copy of such appraisal upon request.
9. Notice of Cancellation. If the insurance described in Section I of this Article is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefor having been obtained, the Association promptly shall cause notice of that fact to be hand delivered, or sent prepaid by United States Mail, to all Owners. If the insurance described in Section I of this Article is not reasonably available, the Association may carry any other insurance it considers appropriate.

Article VII

DAMAGE OR DESTRUCTION

1. Damage or Destruction.
 - a) Any portion of the Community which is covered by a policy of insurance which is required to be carried by the Association under this Declaration and which is damaged or destroyed must be repaired or replaced promptly by the Association unless:
 - i. The Community is terminated;
 - ii. Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
 - iii. Sixty-seven percent (67%) of the Owners, including every Owner of a Lot that will not be rebuilt, vote not to rebuild; or

- iv. Prior to the conveyance of any Lot to a Person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Community rightfully demands all or a substantial part of the insurance proceeds.
 - b) The cost of repair or replacement that is covered by insurance carried by the Association, but which is in excess of insurance proceeds and reserves, is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable thereto must be used to restore the damaged area to a condition compatible with the remainder of the Community and, except to the extent that other Persons will be distributed, the remainder of the proceeds must be distributed to all the Owners or lienholders, as their interests may appear, in proportion to the Common Expense Liability of all the Lots. If the Owners vote not to rebuild any Lot, that Lot's Allocated Interests are automatically reallocated upon the vote as if the Lot had been condemned as provided in Article XI, Section 10 hereof, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting such reallocations.
2. Lots. Any damage to or destruction of any structure located on a Lot shall, except as hereafter provided, be promptly repaired and reconstructed by the Owner thereof using insurance proceeds and personal funds of such Owner. "Repaired and reconstructed," as used in this Section 2, shall mean restoring the structure to substantially the same condition in which it existed immediately prior to such damage or destruction, including having the same boundaries as before. However, if a structure located on a Lot shall be destroyed or so damaged that the structure is no longer habitable, then the Owner of such Lot shall, within a reasonable time not to exceed 120 days after the event resulting in such damage or destruction, either commence and diligently pursue repair or reconstruction of the residence or demolish the same. Demolition of a structure shall include removal of any foundation slab, basement walls and floors, regrading of the lot to a level condition, and the installation of such landscaping as may be required by the Architectural Review Committee pursuant to a plan submitted to said Committee by the Owner of said Lot. If the Owner of a Lot does not either commence repair, reconstruction or demolition activities within a reasonable time, as provided above, and diligently pursue the same in conformance with the plans approved by the Architectural Review Committee, then the Association may, in its reasonable discretion, after providing the notice required in Article VIII, Section 2 hereof, enter upon the Lot for the purpose of demolishing the residence and then landscape the Lot in conformance with approved plans. The cost related to such demolition and landscaping shall be the personal obligation of the Owner of the Lot on which such work is performed and shall be subject to all the terms and provisions applicable to assessments as provided in Article IV hereof, including without limitation, interest, late charges and lien rights.

Article VIII
EXTERIOR MAINTENANCE

1. General.

- a) Maintenance, repair and replacement of all General Common Elements, Improvements located thereon, and of any drainage structure or facilities (including without limitation underdrain systems), or other public improvements or publicly dedicated property required by the local governmental entity as a condition of development of the Community or any part thereof, shall be the responsibility of the Association unless such Improvements or property have been dedicated to and accepted by the local governmental entity for the purpose of maintenance, repair and replacement or unless such maintenance, repair and replacement has been authorized by law to be performed and has been accepted by a special district or other municipal or quasi-municipal entity. Further, the Association may provide such other maintenance, repair and replacement as the Board of Directors deems appropriate from time to time, including without limitation publicly-dedicated property and the Improvements located thereon. The costs, expenses, fees and other amounts to be expended for the maintenance and repair provided for in this subsection (a) shall, subject to Section 4 of this Article, be collected by the Association as assessments pursuant to Article IV hereof.
 - b) The maintenance, repair and replacement of each Lot and the Improvements thereon shall be the responsibility of the Owner of such Lot. The Association and each Owner, and their agents and contractors, are hereby granted an easement for the purpose of maintenance and repair of the Owner's Lot on, over, across, under and through any adjacent Lot upon reasonable notice to the Owner thereof. Any damage occurring to such adjacent Lot or the Improvements thereon in performing such repairs or maintenance shall be the responsibility of the party performing or authorizing such repairs or maintenance.
2. Association's Right to Repair, Maintain, Restore and Demolish. In the event any Owner shall fail to perform its maintenance, repair, reconstruction and/or demolition obligations in a manner satisfactory to the Board of Directors, the Association may, if said failure continues for a thirty (30) day period after written notice to said Owners by the Board, enter upon said Lot subsequent to the expiration of said thirty (30) day time period to perform any or all of such maintenance, repair or restoration or, pursuant to Article VII, Section 2 hereof, to demolish a structure. The cost of such maintenance, repair, reconstruction and/or demolition shall be the personal obligation of the Owner of the Lot on which such work is performed, and shall be subject to all of the terms and provisions applicable to assessments as provided in Article IV hereof including, without limitation, interest, late charges and lien rights.
3. Access Easement. Each Owner shall afford to the Association and the other Owners, and to their agents or employees, access through such Owner's Lot reasonably necessary for maintenance, repair and replacement of any Common Elements and any other property or Improvements maintained, repaired or replaced by the Association. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on the Common Elements, any other

property, or any Lot, the Owner responsible for the damage, or expense to avoid damage, or the Association if it is responsible, is liable for the cost of prompt repair. Further, each Lot shall be subject to an easement in favor of the Association (including its agents, employees and contractors) for performing maintenance, repair and/or reconstruction as provided in this Article during reasonable hours after reasonable notice to the Owners or occupants of any affected Lot, except that no such notice shall be required in connection with any exterior, non-intrusive maintenance, and except that in emergency situations entry upon a Lot may be made at any time provided that the Owner or occupants of each affected Lot shall be warned of impending emergency entry as early as is reasonably possible. The interior of any residence shall not be subject to such easements as provided for in this Section 3.

4. Owner's Negligence. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of or within any property for which the Association has an obligation to maintain, repair or reconstruct, any Lot, or any Improvements located thereon, is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the Laws of the State of Colorado; and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to the assessment to which such Owner's Lot is subject and shall be subject to all of the terms and provisions of Article IV of this Declaration. A determination of the negligence or willful act or omission of any Owner, or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

Article IX RESTRICTIONS

1. General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Lots, all in order to enhance the value, desirability, and attractiveness of the Lots and subserve and promote the sale thereof.
2. Restrictions Imposed. This Community is subject to the recorded easements, licenses and other matters listed on Exhibit C attached hereto and incorporated herein by this reference. In addition, the Declarant declares that all of the Lots shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration.

3. Residential Use. Subject to Section 4 of this Article, Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner may use his Lot for professional or home occupation(s) so long as the applicable zoning permits such use, there is no external evidence thereof, and no unreasonable inconvenience to other residents of the Lots is created thereby.

4. Household Pets. No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Lots; provided, however, that the Owners of each Lot may keep a reasonable number of dogs, cats or other domestic animals which are bona fide household pets, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Lots. The Association shall have, and is hereby given, the right and authority to determine, that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Section, and to take such action(s) as it may deem appropriate to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in Article IV hereof.

5. Temporary Structures; Unsightly Conditions. No structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot; provided, however, that during the actual construction, alternation, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by a Person doing such work. Further, no unsightly conditions, structures, facilities, equipment or objects shall be so located on any Lot as to be visible from a street or from the ground level of any other Lot, unless otherwise approved by the Architectural Review Committee.

6. Miscellaneous Improvements.
 - a) No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot except for the following: (i) a name plate of the occupant and a street number; (ii) a "For Sale," "Open House" or "For Rent" signs of not more than five (5) square feet or such larger size as may be permitted in rules or regulations adopted by the Association; (iii) two (2) security system signs no larger than one hundred (100) square inches each; and (iv) other advertising or signs as permitted in rules or regulations adopted by the Association.

 - b) No clotheslines, drying yards, service yards, wood piles or storage areas shall be so located on any Lot as to be visible from a street or from the ground level of any other Lot, except to the extent otherwise provided in rules or regulations adopted by the Association.

- c) No types of refrigerating, cooling or heating apparatus shall be placed, allowed or maintained anywhere on a Lot, other than on the ground, except as approved by the Architectural Review Committee or pursuant to the guidelines, rules or regulations promulgated by the Association.
- d) Except as may otherwise be permitted by the Architectural Review Committee, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view. Notwithstanding the foregoing, neither the restrictions nor the requirements of this Section shall apply to those antenna (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the Association shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.
- e) No fences shall be permitted except with the prior approval of the Architectural Review Committee, and in conformance with any guidelines, rules or regulations regarding the permitted types, locations, materials, and other matters having to do with fences previously approved by the Architectural Review Committee.
- f) No wind generators of any kind shall be constructed, installed, erected or maintained on the Lots.
- g) Any exterior lighting installed or maintained on the Lots shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby property.

7. Vehicular Parking, Storage and Repairs.

- a) No house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (larger than 1 ton rating), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored in the Community, unless such parking or storage is within the garage area of any Lot or is suitably screened from view in accordance with the rules and regulations of the Association, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles which are necessary for construction or for the maintenance of any portion of the Community or any Improvements located thereon.

- b) Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community in such a manner as to be visible from any portion of the Community. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of one (1) week or longer, or which does not have an operable propulsion system installed therein, or which is not then currently licensed and registered; provided, however, that otherwise permitted vehicles parked by Owners while on vacation (for a maximum of two (2) weeks) or during a period of illness shall not be deemed to be abandoned.
 - c) In the event the Association shall determine that a vehicle is parked or stored in violation of subsections (a) or (b) of this Section, then a written notice describing said vehicle shall be delivered personally or by certified mail to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its discretion from time to time, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.
 - d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Community unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent, on a Lot, washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.
8. Nuisances. No nuisance shall be permitted in the Community or any portion thereof, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of the Community or any portion thereof.
9. No Hazardous Activities; No Hazardous Materials or Chemicals. No activities shall be conducted on any Lot or within Improvements constructed on any Lot which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes, within an exterior fireplace or other similar device used to contain a fire, or within an interior fireplace. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Lot except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

10. No Annoying Light, Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others. Lot Owners shall not install exterior holiday lighting and decorations earlier than thirty (30) days prior to such holiday, and shall remove such lighting and decorations not later than one week after the date of the holiday. Winter holiday lighting and decorations may be installed starting the weekend prior to the Thanksgiving holiday, and shall be removed by January 15.

11. Restrictions on Trash and Materials; Trash Collection.

- a) No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage, trash or recycling pickup. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.
- b) The Association, acting through its Board of Directors, is authorized to contract for trash and recycling services for all or portions of the Community and determine that the cost of such trash and recycling collection shall be paid by the Association as part of the Common Expenses, or that the cost of trash and recycling collection shall be paid by each Owner directly to the trash and recycling collection company(s) and the Association shall not have any duty to pay the costs of trash and recycling collection or to assess the costs thereof to the Owners as assessments.

12. Minor Violations of Setback Restrictions. If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Lot immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than three feet (3') beyond the required setback lines or Lot lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

13. Rules and Regulations. Rules and regulations concerning and governing the Lots, Common Elements, and/or this Community may be adopted, amended or repealed from time to time by the Board of Directors.

14. Lots to be Maintained. Each Lot, including the landscaping thereon, shall at all times be well kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Lot. Minimum landscape maintenance requirements shall be described in the rules and regulations of the Association.

15. Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Lot, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease his Lot, but all leases shall be in writing and all leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Declaration, and the articles of incorporation, bylaws and rules and regulations of the Association.
16. Maintenance of Grade and Drainage. Each Owner shall maintain the grading upon such Owner's Lot, and any Limited Common Elements allocated to such Owner's Lot, and the Association shall maintain the grading upon the General Common Elements, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each Owner and the Association agree, for themselves and their successors and assigns, that they will not in any way interfere with the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Lot or Common Element which an Owner or the Association has a duty to maintain, then the party responsible for the maintenance of such real property shall submit a plan to the Architectural Review Committee for its review and approval, in accordance with the provisions of Article V of this Declaration. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading of a Lot is completed.
17. Use of Common Elements. An easement is hereby granted to the Declarant through the Common Elements and Common Area as may be reasonably necessary for the purpose of discharging any of Declarant's obligations. Subject to the immediately preceding sentence:
- a) No use shall be made of the Common Elements which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Elements.
 - b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the General Common Elements to all Members, nor shall any Owner place any structure whatsoever upon the General Common Elements.
 - c) The use of the Common Elements shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors.
 - d) No use shall ever be made of the General Common Elements which will deny ingress and egress to those Owners having access to their Lots only over Common Elements, and the right of ingress and egress to said Lots is hereby expressly granted.
18. Easement for Encroachments. To the extent that any Lot, Common Element encroaches on any other Lot or Common Element, a valid easement for the encroachment exists; to the extent any utility service extension line providing service to an individual Lot encroaches on any other Lot or Common Element, a valid easement for the encroachment exists.

19. Easements for Drainage and Utilities. Easements and right-of-way for the installation and maintenance of utilities, drainage facilities, public or private improvements and access thereto are reserved as shown on the recorded plats affecting the Lots and any amendments to such plats or as established by any other instrument of record.

20. Easement for Unannexed Property. The Declarant hereby reserves, for the use and benefit of the annexable land described on Exhibit D a non-exclusive, perpetual easement and right of way for pedestrian and vehicular access, ingress and egress, on, over and across the roads, driveways, streets, sidewalks, accessways and Common Elements, now or hereafter constructed, erected, installed or located in or on the Community for utilities and the construction, location, erection, installation, storage, maintenance, repair, renovation, replacement and use of any utilities Improvements that may now or hereafter serve the annexable and or any portion thereof described on Exhibit D (herein collectively the "Annexable Area Easement"). By virtue of this Annexable Area Easement, the Declarant generally intends to provide for pedestrian and vehicular access and for utilities services to those portion(s) of the annexable land which have not been included, from time to time, in the Community pursuant to Section 5 of Article XI hereof. Hence, the Annexable Area Easement shall be in effect for each portion of the annexable land, from and after recording of this Declaration, but shall cease to be effective as to each portion of the annexable land at such time as both of the following have occurred with respect to such portion of the annexable land: annexation of such portion of the annexable land to this Declaration pursuant to the aforesaid Section; and expiration of the Declarant's right to withdraw such portion of the annexable land from this Declaration.

21. Sidewalks. Sidewalks may be constructed throughout the Community along and adjacent to or connecting the Lots and the Common Elements for the purpose of pedestrian access in and through the Community. To the extent sidewalks are constructed upon any Lot along and adjacent to or connecting the Lots and the Common Elements, there is hereby established a right of pedestrian access, ingress and egress in and through the Community over and across that portion of the Lot upon which is occupied and used for the sidewalk as such sidewalk is initially constructed by the Declarant.

22. Parking Restrictions; Use of Garage. Garages shall be used for parking automobiles and other motor vehicles only and shall not be converted for living or recreational activities. No Owner and no invitee of an Owner shall park or permit to be parked any vehicle upon a roadway or any other area of the Community in such a manner as to block, impair or impede access to any other Owner's garage.

Article X

PROPERTY RIGHTS IN THE COMMON ELEMENTS

1. **Owners' Easements.** Subject to Sections 2 and 3 of this Article, every Owner and the Association shall have a non-exclusive right and perpetual easement for the purpose of pedestrian and vehicular access to their Lots and the Common Elements, and for use for all other purposes, in and to the General Common Elements and such easement shall be appurtenant to and shall pass with the title to every Lot.

2. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration; and
- (b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Elements and to mortgage said property as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a Security Interest unless such is approved by Members casting at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Lots not owned by the Declarant; and
- (c) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and
- (d) The right of the Association to promulgate, amend, repeal, re-enact and publish rules and regulations with which each Member shall strictly comply, including, but not limited to, the right of the Association to regulate and/or restrict vehicular parking and Improvements; and
- (e) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot or any other amount due from such Member to the Association remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Bylaws of the Association or the Association rules and regulations; and
- (f) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless first approved by the Members entitled to cast at least eighty percent (80%) of the votes in the Association, and unless written notice of the proposed agreement and the proposed dedication or transfer is sent to every Member at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses and easements for public utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the Community shall not be deemed a transfer within the meaning of this subsection (f); and
- (g) The right of the Association, through its Board of Directors, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of way, for the use of real property or Improvements by Owners, other persons, their family members, guests and invitees, for any purpose(s) the Board of Directors may deem to be useful, beneficial or otherwise appropriate; and

- (h) The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.
3. Delegation of Use. Any Owner may delegate their right of enjoyment to the Common Elements to the members of their family, their tenants, or contract purchasers who reside on their Lot.
 4. Limited Common Elements. (a) Subject to the terms and provisions of this Declaration, every Owner or group of Owners shall have the right to use and enjoy the Limited Common Elements appurtenant to such Owner's Lot, and such right shall be exclusive except as to those other Owners with a right to use such Limited Common Elements; and (b) the Association reserves to itself the right to assign or convey, as Limited Common Elements appurtenant to a particular Lot, with or without consideration, the exclusive right to use any area of the General Common Elements adjoining a Lot to such Lot as additional yard space. The area so assigned or conveyed shall be a Limited Common Element of the Lot to which it is assigned or with which it is conveyed. Upon such disposition, the area shall be appurtenant to the Lot and shall pass with title thereto, regardless of whether or not specifically referenced in the deed or other instrument of conveyance of a Lot. The Owner of the Lot to which the area is assigned or conveyed shall be responsible for the maintenance, repair and upkeep of such area in the same manner as the Owner is obligated to maintain, repair and keep such Owner's Lot in accordance with this Declaration. The area so assigned and conveyed may be fenced as part of the Lot Owner's yard subject to the provisions of Article V of this Declaration.
 5. Conveyance or Encumbrance of Common Elements. Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only in accordance with the Act and this Declaration if Owners entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to lots not owned by a Declarant, agree to that action.
 6. Payment of Taxes or Insurance by Security Interest Holders. Security Interest Holders shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which may or have become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any Security Interest Holders making any such payments shall be owed immediate reimbursement therefor from the Association.

Article XI
GENERAL PROVISIONS

1. Enforcement; Rights of the Association.
 - (a) Enforcement. Subject to the provisions of this Section set forth below, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, as supplemented and amended, may be by any proceeding at law or in equity against any Person(s) (including, without limitation, the Association)

violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings, and in accordance with the notice and hearing procedures set forth in this Declaration and/or the Bylaws, the Association shall further have the right to levy and collect fines for the violation of any provision of any of the aforesaid documents. In addition, the Association, through the Board, may exercise self-help to cure violations and may suspend any services it provides to any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. In any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant, restriction or other provision herein contained, or any other provision of any of the aforesaid documents, shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Association, acting through the Board, shall have the power and the duty to reasonably defend the Association (and, in connection therewith, to raise counterclaims) in any pending or potential lawsuit, arbitration, mediation or governmental proceeding (collectively hereinafter referred to as a "Proceeding"). The Association, acting through the Board, shall have the power, but not the duty, to reasonably institute, prosecute, maintain and/or intervene in a Proceeding, in its own name, as to which the Association is a proper party in interest, and any exercise of such power shall be subject to full compliance with the following provisions:

- 1) Any Proceeding commenced by the Association: (a) for the imposition and collection of Assessments or other charges levied under Article IV (Assessments), including actions to foreclose assessment liens; (b) involving challenges to ad valorem taxation, (c) to obtain a temporary restraining order (or equivalent emergency relief) and such other relief as the Court may deem necessary in order to enforce the provisions of Article IX (Use Restrictions) or Article V (Architectural Review Committee); (d) for counterclaims brought by the Association in proceedings instituted against it; (e) either on its own behalf or as a representative of one or more Owners, where the total amount in controversy is within the jurisdictional limit of and pursued in small claims court; (f) solely for declaratory relief which seeks a determination as to the applicability, clarification or interpretation of any provisions of this Declaration, the Bylaws or the Rules and Regulations; (g) relating to the enforcement or discharge of any mechanic's lien; and (h) against a supplier, vendor, contractor or provider of services, pursuant to a contract or purchase order with the Association and in the ordinary course of business; shall be referred to herein as an "Operational Proceeding." The Board from time to time may cause an Operational Proceeding to be reasonably commenced and prosecuted, without the need for further authorization.
- 2) Any and all pending or potential Proceedings other than Operational Proceedings shall be referred to herein as a "Non-Operational Controversy" or "Non-Operational Controversies." To protect the Association and the Owners from being subjected to potentially costly and prolonged claims without full disclosure, analysis and consent; to protect the Board and individual members of the Board or its appointed officers and

agents from any charges of negligence, breach of fiduciary duty, conflict of interest or acting in excess of their authority or in a manner not in the best interests of the Association and the Owners and to ensure voluntary and well informed consent and clear and express authorization by the Owners, strict compliance with all of the following provisions of this Section shall be mandatory with regard to any and all Non-Operational Controversies commenced, instituted or maintained by the Board:

- A. The Board shall first endeavor to resolve any Non-Operational Controversy by good faith negotiations with the adverse party or parties. In the event that such good faith negotiations fail to reasonably resolve the Non-Operational Controversy, the Board shall then endeavor in good faith to resolve such Non-Operational Controversy by mediation, provided that the Board shall not incur liability for or spend more than Five Thousand Dollars (\$5,000.00) in connection therewith (provided that, if more than said sum is reasonably required in connection with such mediation, then the Board shall be required first to reasonably seek approval of a majority of the voting power of the Members for such additional amount for mediation before proceeding to either arbitration or litigation). In the event that the adverse party or parties refuse mediation, or if such good faith mediation still fails to reasonably resolve, the Non-Operational Controversy, the Board shall not be authorized to commence, institute or maintain any arbitration or litigation of such Non-Operational Controversy until the Board has fully complied with the following procedures:
- B. The Board shall investigate the legal merit, feasibility and expense of prosecuting the Non-Operational Controversy, by obtaining the written opinion of a licensed Colorado attorney expressly stating that such attorney has reviewed the underlying facts and data in sufficient, verifiable detail to render the opinion and expressly opining, that the Association has a substantial likelihood of prevailing on the merits with regard to the Non-Operational Controversy, without substantial likelihood of incurring any material liability with respect to any counterclaim which may be asserted against the Association. The Board shall be authorized to spend up to an aggregate of Five Thousand Dollars (\$5,000.00) to obtain such legal opinion, including all amounts paid to said attorney therefore, and all amounts paid to any consultants, contractors and/or experts preparing or processing reports and/or information in connection therewith. The Board may increase said \$5,000.00 limit, with the express consent of more than fifty percent (50%) of all of the Members of the Association, at a regular member meeting or special meeting called for such purpose.
- C. Said attorney opinion letter shall also contain the attorney's best good faith estimate of the aggregate maximum "not-to-exceed" amount of legal fees and costs, including, without limitation, court costs, costs of investigation and all further reports or studies, costs of court reporters and transcripts, and costs of expert witnesses and forensic specialists (all collectively, "Quoted Litigation Costs") which are reasonably expected to be incurred for prosecution to completion (including appeal) of the Non-Operational Controversy. (Such written legal opinion, including the Quoted Litigation Costs, is referred to herein as the "Attorney Letter").

- D. No Non-Operational Controversy may be pursued or prosecuted by the Association, acting either on its own behalf or as a representative of one or more Owners, until and unless such action is specifically authorized, on a case by case basis, by Owners holding at least two-thirds of the votes entitled to be cast within the Association voting in person or by proxy at a meeting duly called for this purpose, or voting pursuant to written ballot. To obtain such vote, the Association shall hold a meeting of Members no sooner than ten days after the Association has provided a written statement to all Owners and Eligible Mortgagees discussing the potential Non-Operational Controversy. Such written statement, or if the vote is to be by written ballot then such written ballot, must include at least the following information: (i) a statement of the claim and the opposing party's response thereto, including any settlement offer; (ii) a good-faith estimate of the time and costs of pursuing such claim, including the Quoted Litigation Costs; (iii) a statement advising Members that the cost and fees of prosecuting any claim may increase the amount of assessments payable by the Owners to the Association, and if applicable, itemizing the amount necessary to be assessed to each Owner on a monthly basis to fund the Quoted Litigation Costs ("Special Litigation Assessment"); (iv) the potential impact of the claim on the marketability of the Owners' property; and (v) a statement advising the Owners of any duty to disclose the claim to prospective purchasers of their property. If not more than two-thirds of the total voting power of the Association votes in favor of pursuing such Non-Operational Controversy and, if applicable, levying the Special Litigation Assessment, then the claim shall not be pursued further, but if more than two thirds of the total voting power of the Association affirmatively vote in favor of pursuing such Non-Operational Controversy, and in favor of levying any applicable Special Litigation Assessment on the Owners, then the Board shall be authorized to proceed to institute, prosecute, and/or intervene in the Non-Operational Controversy. The Association may not proceed with arbitration or litigation of such a Non-Operational Controversy claim without compliance with this subsection.
- 3) In no event shall any Association working capital fund be used as the source of funds to institute, prosecute, maintain and/or intervene in any Proceeding (including, but not limited to, any Non-Operational Controversy).
- 4) Any provision in this Declaration notwithstanding: (i) other than as set forth in this Section I, the Association shall have no power whatsoever to institute, prosecute, maintain, or intervene in any Proceeding, (ii) any institution, prosecution, or maintenance of, or intervene in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section I, shall be unauthorized and ultra vires (i.e., an unauthorized and unlawful act, beyond the scope of authority of the Association or of the person(s) undertaking such act) as to the Association, and shall subject any member of the Board who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section I to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution, or maintenance of, or intervention in, the Proceeding; and (iii) this Section I may not be amended or deleted at any time without the express prior

written approval of Owners representing not less than seventy-five: percent (75%) of the total voting power of Association, and any purported amendment or deletion of this Section I, or any portion hereof, without such express prior approval shall be void.

2. Severability. All provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association are severable. Invalidation of any of the provisions of any such documents, by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect
3. Conflict of Provisions. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.
4. Conflict with Act. In the event that any of the terms or provisions of this Declaration are in conflict or inconsistent with the Act, the terms or provisions of the Act shall control and govern. In case of any such conflict or inconsistency, the applicable terms and provisions contained in this Declaration shall, to the extent possible, be construed in accordance with the Act, and any conflict with or violation of the Act by any terms or provisions of this Declaration shall not affect, void, or render unenforceable any other term or provision of this Declaration (which shall be in full force and effect in accordance with their terms).
5. Duration, Revocation, and Amendment.
 - (a) Each and every provision of this Declaration shall run with and bind the land in perpetuity. Except as otherwise provided in this Declaration, this Declaration may be amended by a vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.
 - (b) No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.
 - (c) Every amendment to the Declaration must be recorded in every county in which any portion of the Community is located, and is effective only upon recordation.
 - (d) Except to the extent expressly permitted or required by other provisions of this Declaration, no amendment may increase the number of Lots, or change the boundaries of any Lot or the Allocated Interests of a Lot, or the uses to which any Lot is restricted, in the absence of a vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association, are allocated.
 - (e) Amendments to the Declaration that are required by this Declaration to be recorded by the Association may be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

6. Registration of Mailing Address. Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the Association. Except as expressly required otherwise by this Declaration, annual statements and all other notices or demands intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be sent by first class mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot.
7. Termination of Community. The Community may be terminated only in accordance with the provisions of the Act.
8. Eminent Domain. The taking by eminent domain of a Lot(s) or Common Element(s), or any portion thereof, shall be done in accordance with applicable law, including without limitation the Act.
9. Run with Land; Binding upon Successors. The benefits, burdens and all other provisions contained in this Declaration shall be covenants running with and binding upon the Community and all real property and Improvements which are now or hereafter a part thereof. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.
10. Limitation on Liability. Each Owner, by acceptance of a deed to a Unit, acknowledges that this Declaration is made by a Colorado limited liability company as Declarant, and that the Association is a Colorado non-profit corporation. Neither the Association nor the Declarant shall be liable to any Person for any action or failure to act unless the action or failure to act was not in good faith and was done or withheld with malice. Each Owner agrees to the fullest extent permitted by law that no individual manager, officer, director, committee member, shareholder, partner, employee or representative of the Association or of Declarant shall have any personal liability under or related to this Declaration, the construction of Units and Common Elements, any document executed in connection with the Declaration, or in connection with any arbitration, action, claim or the like which is in any way related to this Declaration, and the construction of the Units and Common Elements. To the extent permitted by the laws of the State of Colorado, each Owner hereby agrees that it shall not sue, assert claims or commence actions at law or in equity against any individual managers, officers, directors, committee members, shareholders, partners, employees or representatives of the Association, Declarant, their affiliates or their respective individual managers, officers, directors, shareholders, partners or employees for any matters arising out of or relating to this Declaration or the Community. The term "affiliate" shall, for purposes of this section, be construed in its broadest sense. If an Owner violates this provision, the Owner shall indemnify and hold the Association and/or Declarant, as the case may be, their affiliates and other respective managers, officers, directors, committee members, shareholders, partners, employees or representatives harmless from any loss, damage, cost or expense, including reasonable attorneys' fees and costs of court, arising out of such breach.

11. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.
12. Disclaimer Regarding Safety. The Association hereby disclaim any obligation regarding the security of any persons or property within the community. By accepting a deed to property within the community, each owner acknowledges that the Association is only obligated to do those acts specifically enumerated herein, or in the articles of incorporation, Bylaws and rules and regulations of the association, and are not obligated to do any other acts with respect to the safety or protection of persons or property within the community.
13. Dedication of Common Elements. Declarant in recording this Declaration has designated certain areas of land as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities, as provided in this Declaration. The Common Elements owned by the Association are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Owners as more fully provided in this Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 23rd day of March, 2017.

Summerlane Village Homeowners Association, Inc., a Colorado nonprofit corporation



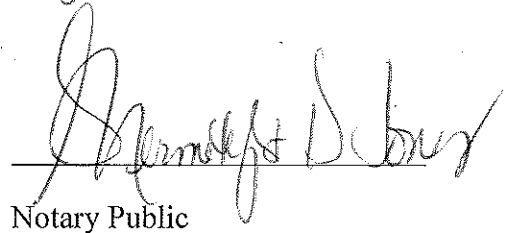
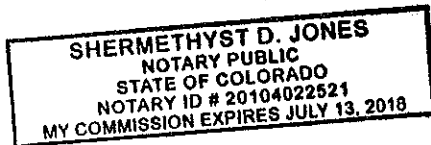
Greg Vochis, Board President

STATE OF COLORADO)

JEFFERSON COUNTY) ss.

Subscribed and sworn to before me this 23rd day of March 2017, by Greg Vochis, President of Summerlane Village Homeowners Association, Inc. Witness my hand and official seal.

My commission expires: July 13, 2018



Notary Public

EXHIBIT B
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUMMERLANE VILLAGE

Common Elements:

Tracts A, B, C, D, E, F, and G,
Summerlane Village,
County of Jefferson, State of Colorado,

in accordance with the plat thereof recorded in Jefferson County, Colorado, on August 14, 2003, at
Reception No. 1837662, at Book 173 and Page 9.

Limited Common Elements:

None at the time of recording of this Declaration.

EXHIBIT C
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUMMERLANE VILLAGE

The following items which are recorded, are recorded in the office of the Clerk and Recorder of the County of Jefferson, Colorado:

Taxes and assessments for the year of recording of this Declaration, and for subsequent years, not yet due and payable.

The effect of Official development Plan for Summerlane Village; recorded September 10, 2002 at Reception No. FI 562020.

Terms, conditions and provisions of Rezoning Resolution CC02-386 recorded August 8, 2002 at Reception No. F 1539766.

Easements, notes, covenants, and restrictions as shown on the Plat of Summerlane Village Recorded August 14, 2003 at Reception No. F1837662.

Terms, conditions, provisions, agreements and obligations specified under the Easement Deed by and between Park 5th Avenue Development Co., LLC, a Colorado limited liability company and the Lakehurst Water and Sanitation District recorded July 7, 2003 at Reception No. F 1797198.

Terms, conditions, provisions, agreements and obligations specified under the Easement Deed by and between Park 5th Avenue Development Co., LLC, a Colorado limited liability company and Jefferson County recorded August 14, 2003 at Reception No. F 1837661.

Any assessment or lien of Lakehurst Water and Sanitation District, as disclosed by the instrument recorded July 13, 2003 at Reception No. F1823009 and F1823010 and F1823011

An easement for Utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded October 24, 2003 at Reception No. F1892874.

EXHIBIT D
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUMMERLANE VILLAGE

Annexable Property:

Lois I through 39, inclusive, Block 1,
Lots I through 38, inclusive, Block 2,
Lots I through 21, inclusive, Block 3
Tracts A, B, C, D, E, F and G,
Summerlane Village,
County of Jefferson, State of Colorado,

in accordance with the final plat thereof recorded in Jefferson County, Colorado, on August 14, 2003, at Reception No. F1837662, at Book 173 and Page 9.

Excepting and excluding the property described on Exhibit A attached to this Declaration.