

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
MOUNTAIN MEADOWS**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR MOUNTAIN MEADOWS ("**Declaration**"), dated this 10 day of MARCH, 2025, (the "**Effective Date**") is made by the MOUNTAIN MEADOWS PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation whose address is P O Box 4040, Pagosa Springs, Colorado 81157 (the "**Association**").

WHEREAS, on January 21, 1986, a Declaration of Interval Ownership for Mountain Meadows was recorded at Reception No. 0137132 in Archuleta County (the "**Original Declaration**"); further supplemented on October 8, 2002, by the Supplementary Declaration of Interval Ownership for Mountain Meadows, recorded at Reception No. 20209312 (the "**Supplemental Declaration**"); and later amended on May 2, 2013, by the First Amendment to Declaration of Interval Ownership for Mountain Meadows recorded at Reception No. 21302841 (the "**First Amendment**") (the Original Declaration, Supplemental Declaration and First Amendment are collectively referred to as the "**Original Declaration as Amended**").

WHEREAS, the Original Declaration submitted a plat for "Mountain Meadows – Phase One," and the Supplemental Declaration submitted a plat for "Mountain Meadows – Phase Two", which together depict the real property and improvements known as Mountain Meadows (collectively, the "**Plat**"); and

WHEREAS, the community contained on the Plat was subjected to a timeshare community development referred to as "Mountain Meadows" (the "**Project**"); and

WHEREAS, the Mountain Meadows Property Owners Association, Inc. (the "**Association**"), a Colorado nonprofit corporation, was formed to operate and manage the Project and is vested with authority pursuant to the Original Declaration as Amended, the Articles of Incorporation, the Bylaws, and applicable law; and

WHEREAS, the Project lies within the area commonly called "Fairfield Pagosa," subject to the Pagosa Lakes Property Owners Association, Inc. ("**P.O.A.**"), a Colorado nonprofit corporation, and Wyndham Vacation Resorts, Inc.—as successor in interest to Fairfield Pagosa, Inc.—has previously held substantial ownership interests and rights in Mountain Meadows (the "**Developer**"); and

WHEREAS, the Original Declaration as Amended provided that the timeshare interval regime would terminate on January 4, 2025, unless renewed by a majority vote; and

WHEREAS, by an affirmative vote of at least sixty-seven percent (67%) of the Owners at a meeting held on December 4, 2024, and ratified on January 3, 2025, the Association voted to terminate the interval ownership program effective January 4, 2025, remove all references to timeshare or interval ownership from the Original Declaration as Amended, and submit Mountain Meadows as a condominium community under the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101 et seq. (the "**Act**"); and

WHEREAS, the Association, on behalf of the Owners, desires to submit the Project to a condominium form of ownership under the Act and create upon the Property a condominium community to be known as "Mountain Meadows" (the "**Community**"); and

NOW, THEREFORE, the Association hereby declares that all real property within the Project and shown on the Plat shall be held, conveyed, encumbered, leased, and occupied in accordance with this Declaration. This Declaration is intended to enhance and protect the value of the Project, create mutual equitable servitudes upon each Unit, and run with the land for the benefit of the Association, its members, and their successors and assigns.

ARTICLE I. NAME

The name by which this development is to be identified shall be "**Mountain Meadows.**"

ARTICLE II. DEFINITIONS

As used in this Declaration, amendments hereof and supplements hereto, unless the context requires otherwise, the following definitions shall prevail:

- A. The term "**Articles of Incorporation**" means the Articles of Incorporation for the Association as the same may be amended from time to time.
- B. The term "**Association**" shall mean the Mountain Meadows Property Owners Association, Inc., its successors and assigns, organized as a non-profit corporation under the laws of the State of Colorado, the Articles of Incorporation and Bylaws.
- C. The term "**Association Properties**" shall mean real and personal property owned by the Association from time to time in accordance with the terms of this Declaration.
- D. The term "**Board**" or "**Board of Directors**" shall mean the Board of Directors for the Association.
- E. The term "**Building**" shall mean a structure containing one (1) or more Units comprising a part of Mountain Meadows.
- F. The term "**Bylaws**" shall mean the Bylaws of the Association, as the same may be amended from time to time, and which may be recorded.
- G. The term "**Common Area**" or "**Common Elements**" shall mean and include all of the real property and real property improvements, excluding the, committed to this Declaration, including but not limited to areas which are designated on a plat as such, and, in addition, all pipes, wires, conduits, or utility lines running through a Unit which are utilized for or serve more than one Unit. Common Area includes general Common Area and Limited Common Area, if any.
- H. The term "**Common Expenses**" shall mean and include all expenses and costs associated with and incident to the control, management, operation, administration, maintenance, repair, and replacement of the Common Area and Association Properties.
- I. The term "**Common Surplus**" shall mean the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues attributable to the Common Area, over and above the amount of Common Expenses.
- J. The term "**Declaration**" means this Declaration of Condominium for Mountain Meadows as the same may be amended or supplemented from time to time.
- K. The term "**Developer**" shall mean Fairfield Pagosa, Inc., as succeeded by Wyndham Vacation Resorts, Inc., and its successors and assigns.
- L. The term "**Guest**" means any Person other than an Owner who occupies a Unit or utilizes the Common Area at Mountain Meadows, including, but not limited to, the Owner's family members, invitees, guests, licensees, exchange program participants, lessees, and Persons occupying a Unit with the permission of an Owner.
- M. The term "**Limited Common Area**" shall mean and include those portions of the Common Area, if any, which are reserved for the use of a certain Unit or Units to the exclusion of another Unit or other Units.
- N. The term "**Lot**" shall mean the Unit identified by Building and Unit Number and the land beneath the exterior perimeter of the Unit.
- O. The term "**Management Agreement**" shall mean that certain agreement between the Association and any entity providing for the management of Mountain Meadows.
- P. The term "**Management Firm**" shall mean and refer to such firm or entity responsible for the management of Mountain Meadows, as provided in the Management Agreement.
- Q. The term "**Mountain Meadows**" or "**Project**" shall mean the property described in the Plat, together with all real property improvements thereon and made subject to the provisions of this Declaration, together with all real property and real property improvements which may be added subsequently and made subject hereto, consisting of Units, Common Area and Limited Common Area.
- R. The term "**Owner**" or "**Unit Owner**" shall mean any Person owning one or more Units, including those Persons who purchase under contract, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure or other process in lieu of foreclosure.

S. The term "**Party Wall**" shall mean any wall which is built as a part of the original construction of a Townhouse Unit and which forms the dividing line between two Lots.

T. The term "**Person**" shall mean an individual, firm, corporation, partnership, association, trust, or any other legal entity or combination thereof.

U. The term "**Plat**" shall mean the recorded map or maps, including any amendments or supplements thereto, depicting the boundaries of the real property as stated in that Declaration of Interval Ownership recorded in Archuleta County, Colorado Reception No. 0137132.

V. The term "**P.O.A.**" shall mean the Pagosa Lakes Property Owners Association, Inc., a non-profit corporation organized under the laws of the State of Colorado.

W. The term "**Rules and Regulations**" shall mean the Rules and Regulations of the Mountain Meadows Property Owners Association, Inc., as created by the Association and amended from time to time.

X. The term "**Townhouse Unit**" or "**Unit**" shall mean a single-family residential dwelling contained in a Building, the boundaries of which are the perimeter of that Unit and separated from contiguous Units by a Party Wall or Party Walls. Unless the context clearly requires otherwise, the term Townhouse Unit or Unit shall include the land thereunder and the sky above that Unit.

Y. The term "**Owner**" or "**Unit Owner**" shall mean any Person owning one or more Units, including those Persons who purchase under contract, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure or other process in lieu of foreclosure.

ARTICLE III. IDENTIFICATION AND DESCRIPTION OF MOUNTAIN MEADOWS

A. Identification of Property. The property known as Mountain Meadows and subject to this Amended and Restated Declaration of Condominium for Mountain Meadows shall be the real property described in the Plat, which shall include both Common Area and completed Townhouse Units situated thereon.

B. Property Subject to Zoning and Easements. Mountain Meadows is subject to the covenants, conditions, restrictions, and easements contained in this Declaration and those of record in the Office of the County Clerk and Recorder for Archuleta County, Colorado, and is subject also to all ordinances now existing or hereafter applicable to Mountain Meadows, existing easements for ingress and egress, for pedestrian and vehicular purposes, and existing easements for utility services and drainage. In addition, the Association specifically reserves to itself and its assigns the right to grant any additional easements it deems necessary for the establishment and maintenance of Mountain Meadows and the benefit of Unit Owners and to assign such right.

ARTICLE IV. IDENTIFICATION AND DESCRIPTION OF UNITS

1. Each Unit is identified by a separate Building and Unit Number as shown on the Plat.

2. The boundaries of each Unit shall be the external perimeter of the Unit itself, excluding exterior decking as shown in that Declaration of Interval Ownership recorded in Archuleta County, Colorado Reception No. 0137132, which exterior decking shall be a Limited Common Area for that Unit, and shall include the land beneath and within the perimeter of the Unit, and the sky above that Unit. Each Unit is separated from another by one or two Party Wall(s).

3. Owners of adjoining Units separated by a Party Wall shall own half of the wall, which rests inside each of such Owner's boundary line. Each such Owner shall also have a support easement over the entire Party Wall. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by Owners of adjacent Units. A line running longitudinally down the center of a Party Wall shall form the boundary line between adjoining Units lying on either side of such a Party Wall, notwithstanding the fact that any plat might show such Unit boundaries being elsewhere. To the extent not inconsistent with the provisions of this Article, the general rules of the law of the State of Colorado regarding party walls and liability for damage thereto shall apply.

4. Damage Due to Negligence. If a Party Wall is damaged through the negligence or willful acts or omissions of one Owner of an adjoining Unit, that Owner shall bear the whole cost of repairing such wall to the extent necessary to put it in a condition substantially the same as it was before such negligence or willful acts or omissions occurred.

5. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, and such fire or casualty was not caused by the negligence or willful acts or omissions of an Owner of an adjoining Unit, then either of the Owners of adjoining Units may restore the Party Wall to its original condition, and he shall thereafter be entitled to contribution from the Owner of the adjoining Unit for one-half of the cost thereof.

6. Weatherproofing. Any Owner of a Unit containing a Party Wall who, by his negligent or willful acts or omissions, causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7. Right to Contribution Runs With Land. The right of any Owner of a part of a Party Wall to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

8. Arbitration. In the event of any dispute arising concerning a Party Wall, such dispute shall be presented to the Board of Directors for resolution. After disqualification of any interested Director(s), the decision of a majority of the remaining Directors shall be binding upon all Owners concerned.

9. Enforcement. The Board may suspend all voting rights, if any, and all rights to use the Common Area for any period during which such Owner refuses to comply with a decision of the Board relating to disputes over Party Walls.

ARTICLE V. CREATION AND IDENTIFICATION OF INTERVAL OWNERSHIP INTERESTS

No reference to interval ownership, reservation systems, or maintenance weeks shall apply to Mountain Meadows under this Declaration, as all Townhouse Units are intended to be held and conveyed in whole-fee ownership. Any provisions in prior documents providing for timeshare or interval-ownership interests, including but not limited to the creation or identification of unit weeks, are hereby superseded and of no effect.

ARTICLE VI. USE RESTRICTIONS, OCCUPANCY, AND ALTERATION

A. Residential Use Restriction. Owners and Guests shall occupy and use Units as single-family private dwellings for themselves and their family members, social guests, lessees, licensees, and invitees. Notwithstanding the foregoing, nothing in this Instrument shall be construed to restrict any Person from selling, reconveying, or in any other way transferring any Unit.

B. Prohibited Acts. Owners shall not permit or suffer anything to be done or kept in a Unit or upon the Common Area which will increase the rate of insurance for Mountain Meadows, obstruct or interfere with the rights of Owners of other Units, annoy them by unreasonable noises, commit or permit nuisances, immoral, or illegal acts in or about Mountain Meadows, or engage in other activities proscribed or prohibited in this Declaration, Articles of Incorporation, the Bylaws, or the Rules and Regulations.

C. Alterations. Owners shall neither cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, decks, doors or windows of the Units or the Common Area, including but not limited to the erection of advertisements, notices, and exterior antenna or aerials, nor cause any type of ground coverage to be installed or grow any type of plant, shrubbery, flower, vine or grass outside any Unit, nor cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units or Common Area, nor place any furniture or equipment outside any Unit except with the prior written consent of the Board of Directors and in compliance with the Rules and Regulations adopted by the Board of Directors. No clothesline or similar device shall be allowed on any portion of Mountain Meadows, nor shall clothes be hung anywhere on the Common Area except as designated by the Board of Directors of the Association. This restriction is subject to the terms of C.R.S. 38-33.3-106.5, 106.7, and 106.8 and shall be subservient thereto in the event of a conflict.

D. Use of Project. No Person shall use Mountain Meadows or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time promulgated by the Association.

E. Leasing. An Owner may lease or permit guest occupancy of the Unit, provided all such occupants comply with this Declaration, the Bylaws, and the Rules and Regulations. Any lease must be in writing and must require the tenant to abide by the Governing Documents. The Board may adopt reasonable rules governing leasing and occupancy consistent with Colorado law. Owners remain responsible for any violations committed by their tenants or guests and may be fined or otherwise sanctioned if occupants fail to comply.

F. Enforcement. Association may enforce any violation of these provisions by all remedies provided by law or by this Declaration, including but not limited to levying fines and seeking injunctive or other equitable relief. The Board shall follow the notice and hearing procedures set forth in the Governing Documents before imposing penalties. Owners who fail to remedy violations may be subject to additional legal or equitable action by the Association.

ARTICLE VII. MAINTENANCE

A. Maintenance by Association. The Association shall maintain, repair, and replace (as needed) all Common Areas and any improvements thereon, including but not limited to landscaped grounds, walkways, parking areas, fences, signs, and other shared facilities. In addition, the Association shall maintain, repair, and replace the exterior components of each Unit that are not designated as an Owner's responsibility under this Declaration. Such exterior components generally include the roof, exterior walls (including siding and exterior paint or stain), foundations, gutters, downspouts, and any shared utility lines serving multiple Units.

1. Delegation. The Association may enter into a contract with any Person or may join with other property owners associations and/or entities in contracting for the maintenance and repair of the Association Properties and Units, and may contract for or may join with other property owners associations and/or entities in contracting for the management of Mountain Meadows and may delegate to such contractor or to the management firm all such powers and duties of the Association not prohibited by law. The contractor or management firm may be authorized to determine the budget and make assessments as provided for by this Declaration, including assessments for Common Expenses and Maintenance Fees.

2. Emergencies. The Association, through its agents, shall have the right to enter any Unit at reasonable times (and at any time in an emergency) for the purpose of performing or inspecting maintenance and repairs it is responsible for, provided it makes reasonable efforts to give notice to the Owner beforehand, except in an immediate emergency situation.

B. Maintenance by Owner. Each Unit Owner agrees to the following:

1. Interior. Each Owner is responsible for maintaining and keeping in clean, safe, and good condition all interior portions of the Owner's Unit, including interior walls, ceilings, floors, built-in fixtures, appliances, electrical and plumbing fixtures, and lines located wholly within the Unit, and any personal property.
2. Owner-Caused Damage. Should an Owner (or the Owner's family, tenants, guests, or invitees) cause or contribute to damage to any Common Area or to portions of the Townhouse Unit the Association maintains, that Owner shall be responsible for promptly reimbursing the Association for any costs incurred by the Association in repairing or replacing the damaged property.
3. Maintenance Fees. Each owner shall be responsible for payment of a Maintenance Fee as provided in Article XII hereof.

C. Remedies of Association. In the event a Unit Owner fails to maintain a Unit as required herein or makes any alterations or additions without the required written consent of the Board of Directors pursuant to Article VI, Section C, or otherwise violates or threatens to violate the provisions hereof, the Association or Management Firm shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against such Unit Owners for such sums as may be necessary to properly maintain the Unit, to remove any unauthorized additions thereto or alterations thereof, and to restore the same to good condition and repair. Where such failure, alteration, addition, or other violation is attributable to a Unit Owner, any such levy of an assessment shall be limited to the Unit owned by such Unit Owner and shall be of no force and effect as to the interests or obligations of other Unit Owners. Such assessment shall have the same force and effect as all other assessments, and a lien, therefore, may be perfected and foreclosed as provided in Article XII, Section F hereof. The Association shall have the further right to have its employees or agents, or any subcontractors contracted for by it, enter any Unit at any and all reasonable times to do such work as is deemed necessary by the Board of Directors or Management Firm to enforce compliance with the provisions hereof.

D. Decoration. The Association shall determine the exterior color scheme of all Units, and no Owner shall paint any exterior wall, door, window or other exterior surface or replace anything thereon or affix anything thereto without the written consent of the Board of Directors.

E. Maintenance of Association Properties. The Association shall be responsible for the maintenance of, construction, repair, and replacement of improvements on Association Properties, including but not limited to any recreational facilities that may be constructed thereon and all property not required to be maintained, repaired, and/or replaced by the Unit Owners. Further, the Association shall promulgate Rules and Regulations governing the use and enjoyment of the Association Properties, which shall be available at all times for inspection at

ARTICLE VIII. EASEMENTS

The following easements are hereby granted:

A. Easement for Ingress and Egress Through Association Properties and Access to Units.

1. Each Owner is hereby granted an easement in common with each other Owner for ingress and egress through the Common Area, subject to such reasonable rules, regulations, and restrictions as may be imposed from time to time by the Association. Each Unit is hereby burdened with and subject to an easement for ingress and egress through the Common Area by persons lawfully using or entitled to the same.

2. The Association reserves in favor of itself and its authorized agents the right of access to any Unit. By executing a contract for purchase and/or accepting conveyance, each Owner thereby grants a right of access to the Board of Directors or the Management Firm, any other person authorized by the Board of Directors or the Management Firm, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Area, performing installations, alterations or repairs to the mechanical or electrical services or the Common Area or elsewhere in Mountain Meadows when possible requests for entry will be made in advance and any such entry will be at a time reasonably convenient to the Owner. In case of an emergency, however, such right of entry shall be immediate, whether or not the Owner is present.

3. Each Unit and the Common Area shall have an easement for lateral and subjacent support from every other Unit and portion of the Common Area.

4. Each Unit shall be subject to existing easements and easements granted in the future as provided in Article XV and Article XVIII of this Declaration.

ARTICLE IX. ASSIGNS AND SUBSEQUENT OWNERS

The restrictions, burdens, obligations imposed, and benefits conferred by any covenants of this Declaration, the Articles of Incorporation, and the Bylaws are intended to and shall constitute covenants running with Mountain Meadows and each Unit. These covenants shall, therefore, be binding upon all parties who may subsequently become Owners and their respective heirs, legal representatives, successors, and assigns.

ARTICLE X. RECREATION ASSESSMENT

Unit Owners shall be required to pay an assessment made by the Developer ("**Recreation Fee**") for the use, enjoyment, and maintenance of recreational facilities at Fairfield Pagosa owned and operated by the Developer. The Recreation Fee shall be collected by the Association on behalf of the Developer as a part of the Maintenance Fee provided in XI below. Unit Owners and any Guest of such Owners shall be entitled to use the recreational facilities owned by the Developer, subject to applicable rates and provided the current Recreation Fee has been paid.

The Developer shall have a lien on each Unit and all tangible personal property in that Unit owned by a Unit Owner for any unpaid Recreation Fee, together with interest thereon at the highest legal rate in the State of Colorado. Such lien upon the aforementioned tangible personal property shall be subordinate to prior bona fide liens of record. The Developer's lien shall also be subordinate to the lien of the Association. Reasonable attorney fees incurred by the Developer incident to the collection of the Recreation Fee or the enforcement of a lien securing the payment of the Recreation Fee, together with all sums advanced and paid by the Developer for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Developer in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Developer's lien against a Unit owned by a Unit Owner in a Unit shall be limited to the Unit (s) owned by such Person and shall not encumber the property, real or personal, of any other Unit Owner in such Unit. Any Person who acquires an interest in a Unit shall not be entitled to occupancy of that Unit or enjoyment of the Common Area until such time as all unpaid Recreation Fees due and owing by that Person's predecessor in interest have been paid to the Developer.

The Developer shall have the right to assign its claim and lien rights for the recovery of any unpaid Recreation Fee to any third party.

ARTICLE XI. P.O.A

A. Organization and Function. The Pagosa Lakes Property Owners Association, Inc. ("P.O.A.") is a Colorado non-profit corporation organized to promote and further the common interests of property owners in Fairfield Pagosa, the development within which Mountain Meadows is located. The P.O.A. is responsible for the maintenance, repair, and upkeep of amenities owned by it within the Fairfield Pagosa development. The P.O.A. also promulgates and enforces all regulations necessary for the use and enjoyment of the property and facilities for which it is responsible.

B. Membership and Voting Rights in P.O.A. Each Unit Owner at Mountain Meadows shall, by virtue of such ownership, be an associate member of the P.O.A. Membership in the P.O.A. resulting from ownership of a Unit shall cease upon disposition of the Unit, regardless of the manner of disposition. No Person holding any lien, deed of trust, mortgage or other encumbrance upon Mountain Meadows, or a Unit shall be entitled, by virtue of such lien, deed of trust, mortgage or other encumbrance, to membership in the P.O.A. or to any rights or privileges of such membership. Should the holder of such an encumbrance foreclose on such encumbrance and become the Owner of a Unit, such Person acquiring such ownership interest shall then become a member or associate member of the P.O.A. Each Unit has attributed to it two (2) votes in the P.O.A., and Unit purchasers, as associate members, are entitled collectively to those two (2) P.O.A. votes.

C. P.O.A. Assessments. The P.O.A. shall have all the powers set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to assess an annual charge per Unit, against each associate member of the P.O.A., the amount of which assessment shall be determined by the Board of Directors of the P.O.A. after consideration of current maintenance needs and future needs of the P.O.A., for the purposes set forth in the P.O.A.'s Articles of Incorporation. No such charge shall ever be made against or be payable by the P.O.A. itself, or any corporation or corporations that may be created to acquire title to, and operate, the water or sewer utilities serving the area, or any lakes, dams, beaches, lake access tracks, marinas, golf courses, tennis courts, swimming pools, clubhouse grounds, campgrounds, or other like recreational facilities.

1. Every assessment made by the P.O.A. shall be paid by the associate member to the P.O.A.'s designee, Mountain Meadows Property Owners Association, Inc., or its assigns, on or before the first day of each month. The Board of Directors of the P.O.A. shall fix the amount of the monthly assessment per Unit, and the Association or its assigns shall send written notice of the assessment so fixed to each associate member on behalf of the P.O.A.

2. If any such charge shall not be paid when due, it shall bear interest from the date of delinquency as previously provided for herein. The annual charge, if unpaid within 30 days of its due date shall become a lien or encumbrance upon the Unit and the acceptance of each deed to a Unit, or the execution of a contract of sale for the purchase of a Unit, shall be construed to be a covenant on the part of the grantee or purchaser to pay this P.O.A. annual assessment. The P.O.A. may publish the names of delinquent associate members and may record a lien to secure payment of the unpaid assessment and may recover costs and reasonable attorney fees in foreclosing such lien. Any such lien may be foreclosed at any time. In addition to the remedy of lien foreclosure, the P.O.A. shall have the right to sue for such unpaid charges, interest, costs, and reasonable attorney fees in any court of competent jurisdiction as for a debt owed by any delinquent member to the P.O.A. Each Unit Owner whether such Owner has legal or equitable title to a Unit shall be conclusively held to have covenanted to pay the P.O.A. or its designee all charges that the P.O.A. makes pursuant to any paragraph or sub-paragraph in this Declaration, the P.O.A.'s Articles of Incorporation, or the P.O.A.'s Bylaws. Any Unit acquired by any Person is taken subject to the lien of the P.O.A. for any prior unpaid assessment(s).

3. The P.O.A. shall upon demand at any time furnish a certificate in writing signed by an officer of the P.O.A. certifying that the assessment against a particular Unit has been paid or that the assessment, together with

D. Suspension of Voting Rights and Use. The Board of Directors of the P.O.A. shall have the right to suspend the voting rights and deny the right to use the properties owned, operated or maintained by the P.O.A. to any member or associate member:

4. For any period during which any P.O.A. charge (including the assessments, charges, or other fines, if any, assessed herein) owed by the member or associate member remains unpaid; and

5. During the period of any continuing violation of this Declaration by a member or Association member after the existence of the violation is declared by the P.O.A. Board of Directors.

ARTICLE XII. THE ASSOCIATION

A. Organization and Function. The Mountain Meadows Property Owners Association, Inc. is a Colorado non-profit corporation organized to operate and manage Mountain Meadows. The Articles of Incorporation together with the Bylaws for the Association are incorporated herein by reference.

B. The Board of Directors and Officers. The affairs and control of the Association shall be governed by a Board of Directors in accordance with the Articles of Incorporation and Bylaws. The Board of Directors shall elect the Officers of the Association consisting of a President, who shall be a Director, a Vice-President, a Treasurer, and a Secretary, all of whom shall be elected by the Board of Directors and serve in such capacity in accordance with the Articles of Incorporation and Bylaws.

C. Appointment and Election of Board of Directors. The initial Board of Directors, consisting of three (3) members, shall be designated as provided in the Association's Articles of Incorporation and Bylaws. Thereafter, all Directors shall be elected by the Unit Owners at annual or special meetings of the Association in the manner set forth in the Bylaws. The Directors so elected shall serve staggered terms, with the candidate receiving the highest number of votes serving for three (3) years, the candidate receiving the next highest number of votes serving for two (2) years, and the candidate receiving the next highest number of votes serving for one (1) year. Subsequent elections shall maintain this system of staggered terms, all as described in the Bylaws. Each Director shall hold office until his or her successor is duly elected and qualified, or until earlier resignation or removal pursuant to the terms of the Bylaws.

D. Membership and Voting Rights in Association. Each Unit Owner shall, by virtue of such ownership, be a member of the Association. Membership in the Association resulting from ownership of a Unit shall cease upon disposition of that Unit ownership, regardless of the manner of disposition. No Person holding any lien, deed of trust, mortgage or other encumbrance upon Mountain Meadows or a Unit shall be entitled, by virtue of that interest to membership in the Association or to any of the rights or privileges of such membership. Should the holder of such an encumbrance foreclose on such encumbrance and become the Owner, such Person acquiring such ownership interest shall then become a member of the Association. The Owner shall be entitled to one (1) vote in the Association for each such interest owned. If a Unit is owned by more than one Person, the Owners thereof shall designate one of themselves as the "Voting Member" for that interest. Only the Voting Member shall be entitled to the vote attributed to the Unit ownership interest at a meeting of the Association.

E. Association Assessments. The Association shall have the power to fix, determine, and collect from time to time from its members, and by purchasing a Unit and becoming a member of the Association, each Association member is obligated to pay, the following charges:

1. Common Expenses. The Common Expenses of Mountain Meadows shall be shared by all Unit Owners. The proportionate share of the Common Expenses for which each Unit Owner is responsible shall be determined by the following formula, excluding Units owned by the Association

$$\frac{\text{Number of Units Owned}}{\text{Number of Units}}$$

Common Expenses shall be included in and assessed as a portion of the Maintenance Fee, described below. Common funds shall be applied by the Association to the payment of Common Expenses, and the rights of each Unit Owner in any Common Surplus shall be in proportion to the liability for Common Expenses appertaining to such Unit. Any such surplus shall be credited accordingly to the next assessment chargeable to Unit Owners.

2. Maintenance Fee. All Unit Owners shall pay a "Maintenance Fee". The Maintenance Fee shall include, but not be limited to, the following charges:

- a. the Unit Owner's proportional share of Common Expenses;
- b. repair and upkeep of Units;
- c. utility costs for Units;
- d. personal property and other taxes applicable to Units and not included in Common Expenses;
- e. the assessment for the "Recreation Fee" charged by the Developer pursuant to Article X above;

- f. assessments made by the P.O.A. pursuant to Article XI above;
- g. any other expense incurred in the normal operation and maintenance of Units which cannot be attributed to an individual Owner.

The Maintenance Fee shall be collected by the Association or by the Management Firm.

3. Any other assessment as may be determined necessary and appropriate by the Association or its Board of Directors.

F. Unpaid Association Assessments. All Association assessments, including assessments for Common Expenses and Maintenance Fees which remain unpaid for a period of ten (10) days after the due date shall bear interest at the highest rate allowed by Colorado law from the due date until paid, and, at the sole discretion of the Board of Directors, a late charge of \$25.00 ("**Late Charge**") may also be imposed. The Board of Directors may increase, decrease or eliminate the Late Charge in its sole discretion. Maintenance Fees from Owners shall be due and payable on or before the first day of each month.

The Association shall be entitled to a lien on each Unit for unpaid assessments and interest thereon, and such lien shall be deemed perfected upon the filing in the Office of the County Clerk for Archuleta County of a Notice of Claim of Contractual Lien in such form as the Association may deem appropriate. Such lien shall include reasonable costs and attorney fees incurred by the Association incident to the collection of such assessments and/or the perfecting and foreclosing of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its liens and shall be payable by the Unit Owner. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by foreclosing its lien and may settle and compromise the same if deemed to be in its best interest. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose any such lien and to apply as a cash credit against its bid all sums due as provided herein and covered by the lien to be enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental to occupy a Unit plus the percentage of Common Expense attributable to such Unit for the period of time the Unit is occupied by the Unit Owner or anyone claiming by, through or under such Unit Owner. The plaintiff in such a foreclosure shall be entitled to the appointment of a receiver to collect such rent from the Unit Owner and/or the Unit Owner's Guests. The lien against a Unit Owner in a Unit shall be limited to the Unit(s) owned by that Unit Owner and shall not encumber the property, real or personal, of any other Unit Owner in that Unit.

In the event a mortgagee of a first mortgage of record or other Person obtains title to a Unit as a result of foreclosure of a first mortgage, such mortgagee or other Person shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure. Such unpaid share of Common Expenses or Association assessments shall be deemed to be a Common Expense collectible from all Unit Owners, including such mortgagee or other Person.

Any Person who acquires an interest in a Unit, except through foreclosure of a first mortgage, including, without limitation, Persons acquiring title by operation of law and purchasers at judicial sales, shall not be entitled to occupancy of a Unit until all unpaid assessments due and owing by that Person's predecessor in interest have been paid. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Management Firm, any Unit Owner or group of Unit Owners, or any third party.

G. Dispute Resolution. The Association encourages the prompt and fair resolution of disputes between (i) the Association and any Unit Owner, (ii) two or more Unit Owners, or (iii) any other parties whose actions or interests affect the Community. Except where an imminent threat to the peace, health, or safety of the Community requires immediate action, the Association favors cooperative methods, such as negotiation and mediation, before resorting to formal legal proceedings.

1. Negotiation and Mediation. If a dispute arises, the parties shall first attempt in good faith to resolve the matter through direct discussion and negotiation. If direct negotiation fails or is impractical, any party may request, in writing, that the dispute be submitted to mediation. Upon such request, the parties shall cooperate in selecting a mutually acceptable mediator and shall participate in mediation in good faith. Costs of mediation shall be borne equally by the parties unless they otherwise agree in writing.

2. Emergencies. The foregoing steps do not preclude the Association (or any party) from seeking a temporary restraining order, injunctive relief, or other equitable remedy if the alleged violation or dispute presents an immediate threat to the health, safety, or welfare of the Community or to prevent irreparable harm.

3. Waiver. Except as may otherwise be agreed in writing, completion or attempted completion of these dispute resolution procedures is not a waiver of any legal right or remedy. If mediation or other informal resolution efforts fail, the parties remain free to pursue all available rights and remedies, including arbitration or litigation, subject to applicable law and the Governing Documents.

4. Good Faith. All parties must exercise good faith and fair dealing to schedule and attend negotiation or mediation sessions. A party's unreasonable refusal to participate in or conclude mediation or other dispute resolution processes may be considered by a court or arbiter in awarding attorney fees, costs, or other appropriate sanctions.

H. Responsible Governance Policies. Pursuant to C.R.S. § 38-33.3-209.5 and related provisions, the Association shall adopt, maintain, and follow "Responsible Governance Policies" that promote effective governance, transparency, and compliance with the Act.

1. Required Written Policies and Procedures. The Association's Board of Directors shall adopt, and may from time to time amend, one or more written policies addressing the following matters, consistent with the Act and other applicable law:

- a. Written policies for payment plans, delinquency notices, interest, and charges;
- b. Standards for identifying and handling any actual or potential conflict of interest involving the Board;
- c. Procedures for calling and conducting Board or Member meetings and for owner participation;
- d. Fair and impartial fact-finding procedures for alleged violations, including notice and hearing processes, and a fine schedule;
- e. Reasonable guidelines for record retention, inspection, and copying by members;
- f. A policy addressing prudent investment of any reserve funds;
- g. Procedures encouraging informal resolution, negotiation, or mediation prior to litigation, consistent with Section G above;
- h. A procedure for adopting, amending, and repealing these and any other governance policies the Association chooses to adopt.

2. Availability to Members. A copy of all duly adopted Responsible Governance Policies shall be made readily available to Unit Owners upon request, and the Board may publish them on any website maintained by or for the Association.

3. Periodic Review and Updates. The Board shall periodically review the Responsible Governance Policies and make any amendments or updates needed to maintain compliance with current law and to reflect the evolving needs and best practices for the Community's governance.

4. Binding Effect. These Responsible Governance Policies, once adopted, shall be binding on the Association and its members.

I. Recording of Bylaws. The Board of Directors may, at its discretion, record the Association's Bylaws in the real property records of Archuleta County. Nothing herein obligates the Board to do so, and the Bylaws shall be valid and enforceable whether or not they are recorded.

ARTICLE XIII. INSURANCE

A. Purchase of Insurance. The Association shall obtain policies of insurance providing coverage as follows:

1. Casualty. The Units and all improvements at Mountain Meadows shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors. Such coverage shall afford protection against:

- a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

- b. Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as such Units, including but not limited to vandalism and malicious mischief.

2. Public Liability. Public liability insurance shall be obtained in such amounts and with such coverage as shall be required by the Board of Directors, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability and endorsements to cover liabilities of the Owners as a group to a Unit Owner.

3. Worker's Compensation. Worker's Compensation insurance sufficient to meet the requirements of Colorado law shall be obtained.

4. Other Insurance. Such other insurance shall be obtained as the Board of Directors shall determine desirable from time to time.

B. Premiums. Premiums for insurance policies purchased by the Association shall be paid as a Common Expense.

C. Insurance Trustee and Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners, and their respective mortgagees, as their interests may appear, and shall provide that all proceeds shall be paid to the Board of Directors as insurance trustee. The duty of the insurance trustee shall be to receive such proceeds as are paid, to make distribution of such proceeds, and prior to distribution, to hold such proceeds in trust for the benefit of those entitled thereto in undivided shares, which shares need not be set forth on the records of the insurance trustee. Proceeds on account of damage to Units shall be distributed as follows:

1. Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired, the proceeds shall be paid to defray the costs thereof. Immediately after a determination is made to reconstruct or repair the damage, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair. If the amount of the estimated costs of reconstruction and repair is less than \$5,000.00, then the proceeds shall be disbursed in payment of such costs in the discretion of the Association; provided, however, that upon request by a mortgagee which is a beneficiary of an insurance policy, such proceeds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of \$5,000.00. If the amount of the estimated costs of reconstruction and repair is more than \$5,000.00, then the proceeds shall be disbursed in payment of such costs in the manner required by the Association only upon approval of an architect licensed in Colorado and employed by the Association to supervise the work. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their mortgages being payable to them jointly. The foregoing is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

2. Failure to Reconstruct or Repair. If the damage for which the proceeds are paid is not to be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being made payable jointly to them. The foregoing is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

D. Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of each Unit Owner shall be held in trust for the Unit Owner and the mortgagee as their interests may appear; provided, however, that no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

E. Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in Mountain Meadows to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

F. Notice of Insurance Coverage. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and such Unit Owners shall have the right to intervene and defend.

G. Inspection of Insurance Policy. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners and their mortgagees at reasonable times.

H. Owners' Insurance Obligations. Each Owner shall insure the interior of the Owner's Unit, including all fixtures, finishes, appliances, betterments, and personal property, against casualty loss at the Owner's expense. Each Owner shall procure liability coverage for occurrences originating within the Owner's Unit or caused by the Owner or Owner's guests that may damage other Units or Common Elements. The Association shall have no liability for damage to any interior items, improvements, or personal property, nor for any liability claims arising within a Unit, except as may arise from the Association's acts or omissions in areas it controls.

ARTICLE XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY

Unless the Mountain Meadows Ownership regime is terminated as herein provided, in the event of any damage or destruction to any Unit(s) in Mountain Meadows by virtue of fire, casualty or other hazard, the Association forthwith shall cause such damage to be repaired and the Unit(s) reconstructed. If the damage is not covered by insurance or if the insurance proceeds are insufficient, the deficit shall be assessed as a Common Expense; provided, however, that if the damage was caused by the intentional or negligent act or omission of any Unit Owner or Guest of that Unit Owner, such Unit Owner shall be responsible to the Association for the amount of such assessment and shall pay such amount within ten (10) days following submission of a statement of the amount thereof by the Association. Upon failure of such Unit Owner to make payment of such amount to the Association when due, as provided above, the Association shall be entitled to a lien on such Owner's Unit(s) and all tangible personal property owned by such Unit Owner and located in such Unit, and such lien may be perfected and foreclosed as provided in Article XII, Section F, hereof.

In the event it is determined in accordance with these Articles that there shall be no reconstruction or repair of a Unit or any portion of such a Unit, then all debris shall be promptly removed and the property shall be cleaned and restored to its original condition and maintained thereafter in its original condition as it existed prior to the construction of any Building or Unit thereon pending ultimate reconstruction or later use of the property. The Association shall assure that said restoration shall be compatible with the surrounding areas. The Environmental Control Committee (the "**Committee**") for the Fairfield Pagosa development shall be required to approve of the restoration and if the restoration does not meet the approval of the Committee, the Committee may require the Association to take whatever reasonable additional action is necessary to restore the property in such manner as meets the Committee's approval. The Association shall be required to extend such funds and make such assessments against the Owner's interests as is necessary to fulfill the requirements of this paragraph.

ARTICLE XV. AMENDMENT OF DECLARATION

A. Amendment by Unit Owners. Except as otherwise provided in C.R.S. § 38-33.3-217(4) and (4.5) for amendments pertaining to allocated interests and uses of units, and subject to the limitations in this Article XV, this Declaration may be amended by a vote of 67 % of the Unit Owners at a duly called meeting of the Association at which a quorum is present, pursuant to C.R.S. § 38-33.3-217(1)(a)(I). Amendments shall be executed by the President and Secretary and recorded in the office of the Clerk and Recorder of Archuleta County. No amendment shall:

1. Change the boundaries of any Unit, the allocated interests of a Unit, or the uses to which any Unit is restricted, without compliance with C.R.S. § 38-33.3-217(4)-(4.5);
2. Alter the voting rights attributable to a Unit as provided in this Declaration, the Articles of Incorporation and the Bylaws;
3. Impair or prejudice the rights and priorities of any mortgagee(s), or change the provisions of this Declaration with respect to institutional mortgagees without the written approval of all institutional mortgagees of record; or
4. Change rights in the Common Elements, except as permitted under the Act;

B. Conformity with Law or Facilitate Financing. The Association may amend this Declaration as provided in C.R.S. § 38-33.3-205(4)-(5) to correct technical errors, comply with law, or facilitate financing.

C. Recording and Effective Date. Any amendment must be recorded and is effective only upon recordation. An amendment may apply retroactively, if so stated.

ARTICLE XVI. TERMINATION

A. Terminating Declaration. Except in the case of a taking of all Units by eminent domain, foreclosure against an entire cooperative, or as otherwise allowed under the Act, the Common Interest Community may be terminated only by agreement of Unit Owners of Units to which at least 67% of the votes in the Association are allocated, or any larger percentage the Declaration specifies, in accordance with C.R.S. § 38-33.3-218(1). Upon termination, the former Unit Owners become tenants-in-common of the real estate as provided in the Act.

B. Termination by Obsolescence. The Common Interest Community may also be terminated if it is obsolete and continued operation is not viable, as provided in C.R.S. § 38-33.3-218(9)-(12).

C. Rights of Secured Lenders. Termination of the Common Interest Community does not affect the priority or validity of pre-existing encumbrances and requires prior approval of 51% of Eligible Mortgage Holders as defined in the Act.

D. Reallocation of Interests upon Termination. Upon termination, the Association shall wind up its affairs in accordance with the Act. Common Elements not conveyed must be reallocated among the Units as provided in C.R.S. § 38-33.3-218(10). Proceeds from sale of real estate shall be distributed as provided in C.R.S. § 38-33.3-218(5)-(9).

E. Recording of Termination. The termination agreement must be recorded and is effective only upon recordation. A statement terminating the Common Interest Community may be recorded as provided in C.R.S. § 38-33.3-218(3).

ARTICLE XVII. MANAGEMENT AGREEMENT

The Board of Directors shall have the authority, on behalf of the Association, to enter into a management agreement with a management firm (“**Management Firm**”). Through this agreement, the Board may delegate to the Management Firm any or all of the Board’s powers and duties related to determining the annual budget, levying assessments, fees, and other charges, and collecting such assessments or fees. The Board shall retain oversight of the Management Firm’s duties and ensure that all acts are carried out in the best interests of the Association.

ARTICLE XVIII. MISCELLANEOUS PROVISIONS

A. Easement For Encroachments. If any portion of a Unit encroaches upon the Common Area, a valid easement for the encroachment and for the maintenance of the same exists and shall exist so long as such Unit stands. In the event a Unit is partially or totally destroyed and then rebuilt, encroachments on parts of the Common Area due to construction shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such Unit as rebuilt stands.

B. Governmental Easements. Mountain Meadows is subject to all matters of record and the rights of the United States of America, the State of Colorado, and any governmental authority or agency having jurisdiction over same; and the Association hereby reserves such easements as it determines in its sole discretion may be necessary for use by any such governmental authority or agency in the exercise of its jurisdiction.

C. Partition. Except as provided for herein, no Unit Owner shall bring or have any right to bring any action for partition or division of Mountain Meadows, nor shall any Unit Owner have any right to bring any action with reference to the other Owners of Unit.

D. Association Approval. The Association, by its execution of this Declaration approves of the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration. The Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their interest in a Unit or execution of a Contract of Purchase therefor, and other Persons by virtue of their occupancy of such Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration.

E. Liability for Assessments. No Unit Owner may exempt himself/herself from liability for payment of the Maintenance Fee by waiving or failing to use and enjoy the Common Area or the recreational facilities at Fairfield Pagosa, or by the abandonment of his/her interest in a Unit.

F. Saving Clause. If any provision of this Declaration, the Articles of Incorporation, the Bylaws, the Management Agreement, or any section, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the Articles of Incorporation, the Bylaws, the Management

Agreement, and the application of any such provision, section, clause, phrase, or word, in other circumstances, shall not be affected thereby.

G. Notices. Whenever any notice is required to be sent under this Declaration, the same may be delivered to Owners either personally or by mail, addressed to such persons at the mailing or electronic address on file with the Association. Proof of mailing or personal delivery by the Association or any management firm shall be provided by the affidavit of the person mailing or delivering such notice. Any notice to the Association shall be delivered by mail or personal delivery to its Secretary or President at P O Box 4040, Pagosa Springs, Colorado 81157 (or such other address as the Board may designate).

All notices shall be deemed given when mailed or otherwise transmitted in accordance with this Declaration. Any party may change his or her mailing address by written notice to the Association. Notices required to be given to the personal representative or devisee of a deceased Owner may be delivered personally or by mail to such representative or devisee at the address appearing in the records of the court administering the decedent's estate. Notices to the Association shall be delivered by mail at: Mountain Meadows Property Owners Association, Inc., P O Box 4040, Pagosa Springs, Colorado 81157.

H. Compliance by Owners with Declaration. Each Owner and the Association shall be governed by and shall comply with this Declaration as it exists from time to time. Failure to comply herewith shall entitle the Association or any Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against such Owners or the Association in a proper case by or against one or more such Owners, and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

I. Construction. Whenever the context so requires, the use herein of any gender shall be deemed to include all genders, and the use herein of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be construed liberally to effectuate the purpose of creating a uniform plan for the operation of Mountain Meadows.

J. Captions. The captions used in this Declaration and the Management Agreement attached hereto are provided solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text.

K. First Mortgages. Where a first mortgage, by some circumstances, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, for the purpose of this Declaration it shall be deemed to be a first mortgage.

L. Execution in Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original instrument, and all of which taken together shall constitute one and the same instrument.

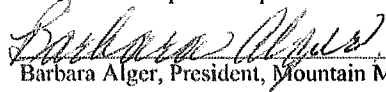
ARTICLE XIX. PERSON TO RECEIVE SERVICE OF PROCESS

The Association hereby is designated to receive service of process in any action which may be brought in relation to Mountain Meadows. The Association's mailing address and place of business is P O Box 4040, Pagosa Springs, Colorado 81157, located in Archuleta County, Colorado, the county in which Mountain Meadows is located. A change in the designation of the person to receive service of process shall not require an amendment to this Declaration.

IN WITNESS WHEREOF, the undersigned, being duly authorized, hereby execute this Amended and Restated Declaration of Condominium for Mountain Meadows on the Effective Date as first set forth above.

MOUNTAIN MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.,
a Colorado nonprofit corporation.

By:

 **PRESIDENT**


Barbara Alger, President, Mountain Meadows Property Owners Association, Inc.

(Attestations and Secretary's Certification to follow)

ATTESTATION BY PRESIDENT

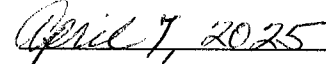
I, Barbara Alger, President of the Mountain Meadows Property Owners Association, Inc., hereby attest that I have reviewed and approve the foregoing Amended and Restated Declaration of Condominium for Mountain Meadows.

By:


Barbara Alger, President

Mountain Meadows Property Owners Association, Inc.

Date:



Address: 1849 Green Oaks Dr,
Greenwood Village, CO 80121

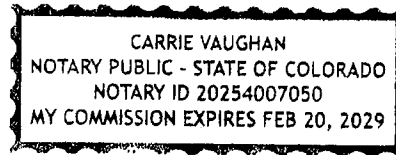
STATE OF
COUNTY OF

Colorado
Arapahoe

The foregoing instrument was acknowledged before me this 7th day of April, 2025, by Barbara Alger, as President of Mountain Meadows Property Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 2-20-2029



ATTESTATION BY VICE PRESIDENT

I, Sheila Williams, Vice President of the Mountain Meadows Property Owners Association, Inc., hereby attest that I have reviewed and approve the foregoing Amended and Restated Declaration of Condominium for Mountain Meadows.

By:

Sheila Williams
Sheila Williams, Vice President

Mountain Meadows Property Owners Association, Inc.

Date:

3.27.2025

555 Castle Mountain Drive,
Florissant, CO 80816

STATE OF
COUNTY OF

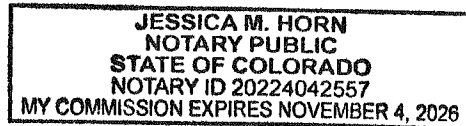
Colorado
El Paso

The foregoing instrument was acknowledged before me this 27 day of March, 2025, by Sheila Williams, as Vice President of Mountain Meadows Property Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Nov. 4, 2026

Jessica M. Horn



ATTESTATION AND CERTIFICATION BY SECRETARY

I, Kristine Carll, Secretary of the Mountain Meadows Property Owners Association, Inc., hereby attest that I have reviewed and approve the foregoing Amended and Restated Declaration of Condominium for Mountain Meadows, verify the attestations of the President and Vice President.

By: Kristine Carll
Kristine Carll, Secretary

Date: 3/28/2025

401 E 3rd Ave,
Durango, CO 81301

STATE OF
COUNTY OF

Colorado
La Plata

The foregoing instrument was acknowledged before me this 28 day of March, 2025, by Kristine Carll, as Secretary of Mountain Meadows Property Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: November 05, 2028

