



EXTERIOR IMPROVEMENTS POLICY AND PROCEDURE

The Boundary Association ("Association"), through its Board of Directors ("Board"), desires to adopt a uniform and systematic policy and procedure to address an Owner's desire to implement exterior and landscaping improvements or modifications on their Townhome, Condominium Unit, and/or surrounding landscape ("Exterior Improvements"). The Association's amended and Restated Declaration for The Boundary recorded in the Garfield County Clerk and Recorder's Office on July 13, 2001, under reception number 584311 ("Declaration") has a variety of provisions speaking to the propriety of Exterior Improvements, which require further clarification and interpretation.

A. WHEREAS, Article 3.6 of the Declaration states that "[n]o additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Lot or Townhome or Condominium Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board of Directors," including, without limitation "alteration or change of any structural elements of a Townhome or Condominium Building, including the roof", "alteration or change of the exterior of a Townhome or Condominium Building, including doors and windows" or "addition, alteration, change or removal of any landscaping";

B. WHEREAS, Article 3.6 of the Declaration further provides "[i]f an Owner applies for approval to modify the exterior of a Townhome or Condominium Unit, the Board of Directors shall exercise its best judgment to the end that all modifications conform to and harmonize with neighboring structures [and] [t]he Board of Directors shall have the absolute right to deny any requested changes which the Board of Directors reasonably determines do not conform to and harmonize with neighboring structures," and the Owner must still be granted approval by the Design Review Committee of the Master Association.

C. WHEREAS, Article 3.7(a) of the Declaration states that the Association (a) is generally responsible for the maintenance of landscaping of any portion of the Lots lying between the lot lines and the Buildings, and (b) may, when necessary or desirable, maintain, repair, or alter all Common Areas (including Limited Common Areas) and Common Elements (including Limited Common Elements), including, without limitation, landscaping, irrigation and drainage systems, water features, streets, driveways, parking areas, sidewalks, walkways, and common lighting and utilities.

D. WHEREAS, Article 3.7(a) of the Declaration further states that "[n]o individual Lot or Condominium Unit Owner shall have any right to do any of such things without the express written consent of the Board of Directors [and] [t]he Association shall have the sole discretion to determine the time and manner in which the above-described maintenance and improvements shall be performed, as well as the color or type of materials used."

E. WHEREAS, Article 3.7(a) of the Declaration further states that "[i]f the need for such maintenance or repair results from the willful or negligent act or from damage or destruction caused by an Owner or Occupant, the Board of Directors shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot or Condominium Unit for the costs and expenses incurred by the Association in connection therewith; provided that] [m]aintenance and repair of Limited Common Areas or Limited Common Elements shall be charged to the Owners entitled to use such Limited Common Areas or Limited Common Elements."

F. WHEREAS, Article 6.3 of the Declaration states that “ [t]he Association shall construct, alter and remove such improvements and landscaping upon the Common Areas as the Association in its discretion considers necessary, desirable or appropriate from time to time, and shall do all such other and further acts which the Board of Directors deems necessary or appropriate to preserve, protect and enhance the Common Areas and the beauty thereof in accordance with the general objectives for the Boundary Community reflected in this Declaration.”

Now, therefore, as a Supplement to the Declaration, the Association adopts the following policy and procedure governing Exterior Improvements.

1. In General. Pursuant to the Declaration, any Exterior Improvement (including modifications or changes), an Owner makes to its Townhome, Condominium Unit, and/or surrounding landscape requires prior approval by the River Valley Ranch Master Association (“RVRMA”) and the Association. Depending on the type and complexity of an Owner’s proposed Exterior Improvement, additional review, and approval may be required from the RVRMA Design Review Committee (“DRC”). The Exterior Improvement may also require the approval of the Town of Carbondale. See Exhibit A for examples of work requiring approval. An Owner may not construct, build, install, or implement an Exterior Improvement without fully complying with this Policy.
2. Required Process for Approval. To receive proper approval for an Exterior Improvement, an Owner must follow the following steps:

FIRST STEP: The Owner must send an email to the Boundary Board of Directors (board@theboundary.org) with a general description of the proposed Exterior Improvement. The Board will, among other things, determine if the proposed Exterior Improvement conforms to and harmonize with neighboring Townhomes, Condominium Units, and Lots. The Board will then issue a preliminary approval of the proposed Exterior Improvement, offer suggested modifications thereto, and/or deny the proposed Exterior Improvement. The intent of this step is to minimize subsequent lost time and expense.

SECOND STEP: Once the Board has given an Owner preliminary approval to proceed with a proposed Exterior Improvement, the Owner must complete and submit the RVRMA Renovation Permit Application. Click [HERE](#) to access the application. An Owner is advised to review all the requirements and allow time to collect any required materials before submitting the application. Provide as much detail about the proposed Exterior Improvement as possible in the description area of the form. After submitting your application online, it will go directly to the Director of the RVRMA DRC. The Director will determine if a proposed Exterior Improvement requires Administrative Approval or DRC approval. Click [HERE](#) to learn more about the DRC. Interior projects like a kitchen or bathroom remodel or putting in new flooring, do not require Association approval. The Administrative Approval process is available for efficiently handling customary and ordinary homeowner requests for approval of limited minor improvements and repairs, such as roofing repairs, window installation, replacement of diseased trees or vegetation, repainting, and similar items for existing approved units.

THIRD STEP: Once a proposed Exterior Improvement is approved either through the RVRMA Administrative Process or by the DRC, it will be referred back to the Board for final approval and/or denial. Approvals of an Exterior Improvement may be subject to any conditions and

terms the Board, in its sole and subjective discretion, deems reasonable. An Owner may proceed with a proposed Exterior Improvement only after the Owner has complied with all of the foregoing, received notification of final approval for the proposed Exterior Improvement from the Board, and complied with any terms and conditions incidental thereto.

3. Owner Responsibility: In regard to any Owner who constructs, builds, installs, or implements an Exterior Improvement, It is that Owner's responsibility to, at its sole cost expense, maintain, repair, and replace the Exterior Improvement, as originally constructed, in a manner that, in the Board's sole and subjective discretion, conforms and harmonizes with neighboring structures. An Owner may not impede or impose on any of the Association's access or easement rights to and around the Exterior Improvement. If an Owner fails to comply with its obligations with respect to the Exterior Improvement, the Association may assume responsibility for such obligations and charge the Owner the expenses or costs incurred by the Association. At all times, an Owner must utilize the Exterior Improvement in compliance with approvals granted by the Board, RVRMA, and/or RVRMA DRC, as well as any applicable laws, statutes, ordinances, rules, and regulations. An Owner must also utilize the Exterior Improvement at its own risk and assume all risks and expenses relating to the use of the Exterior Improvement and, in constructing the Exterior Improvement, thereby releases the Association from liability for any costs, losses, or damages of any nature whatsoever occurring as a result of Exterior Improvement. Finally, in constructing the Exterior Improvement, the Owner thereby agrees to indemnify the Association and save it harmless from and against any liability, personal injury, property damage, claims, costs, losses, or damages of any nature whatsoever suffered or alleged to be suffered by any person or property that are proximately caused by or resulting from the Exterior Improvement, including, without limitation, any attorneys' fees or court costs incurred by the Association.
4. Notice to Subsequent Purchasers: The responsibilities with respect to any Exterior Improvement shall run with the land and be binding on all successors and assigns of an Owner. All purchasers of property within the Association are advised to investigate whether their predecessors in interest constructed an Exterior Improvement on their Townhome Lot or Condominium Unit and educate themselves as to their obligations thereto.
5. Violations: A violation of this policy will be subject to the Association's enforcement policy. Additionally, if an Owner fails to comply with this policy, the Association has the right to enter any Lot on which the Exterior Improvement was constructed, remove the Exterior Improvement, and charge the Owner any and all costs associated with such removal, including, without limitation, attorneys' fees incurred by the Association.
6. Definitions. Unless otherwise defined in this policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
7. Supplement to Law. The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Association.
8. Deviations. The Board may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.

9. Replacement. This policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.
10. Amendment. This policy may be amended at any time by the Board, pursuant to its policies and procedures.

This policy is effective immediately.

The undersigned, being the President of the Association certifies that the foregoing resolution was adopted by the Board at a duly called and noticed meeting of the Board held on this 14th day of July, in the year 2022 and in witness thereof, the undersigned has subscribed his/her name.



President
The Boundary Association

EXHIBIT A
Types of Exterior Work

- Art/Sculpture
- Air Conditioning
- Antennae
- Awning
- Deck
- Driveway
- Fencing
- Firepit
- Heating Unit
- Hot Tub
- Irrigation
- Landscaping (all types)
- Lighting (all types)
- Outdoor Kitchen (Grill)
- Patio
- Play Equipment
- Radon
- Roofing
- Screening/Retaining Wall
- Staining/Painting
- Solar Equipment
- Sunshade
- Tree
- Venting
- Walk Path
- Window
- Yard Decorations