AMENDED AND RESTATED BYLAWS

OF

CORTINA PROPERTY OWNERS ASSOCIATION, INC.

September 2026

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AMENDED AND RESTATED BYLAWS OF CORTINA PROPERTY OWNERS ASSOCIATION, INC.

RECITALS

A. The Cortina Property Owners Association (the "Corporation") is a Colorado nonprofit Corporation, duly formed under the laws of the State of Colorado.

B. The Corporation was established by the Articles of Incorporation of Cortina Property Owners Association, Inc., filed with the State of Colorado on January 28, 1974, to be the homeowners association for the Mesa Cortina West Filing No. 1, Cortina Filing No. 1, and Mesa Cortina Filing No. 1 Subdivisions (the "Community"), to administer and enforce the Declarations of Protective Covenants for the Community (the "Declarations"), including (i) exercising architectural and landscaping control, (ii) preserving water and other resources, (iii) negotiating as necessary for improved or expanded services for the Community, (iv) acting to preserve the intrinsic and natural beauty of the land and to act, and (v) generally promoting and protecting the health, safety, welfare, and common benefit of the Members as residents of the Community.

C. Any person on becoming an owner of a Lot or building site (as defined in the Declarations) within the Community shall automatically be a Member of the Corporation, and be subject to these Bylaws. Individual Members are referred to herein as "Members" or owners, and all Members may be referred to as the "Membership." Members will be considered to be Members in good standing if and only if all of the dues/assessments/or fines levied by the Board of Directors of the Corporation are paid by the Member in full.

D. These Bylaws (the "Bylaws") are Amended and Restated in order (i) to reflect the Members' acknowledgement and understanding that expanding Board membership will allow more participation by Members in the community; (ii) to clarify and expand the process available to keep Members informed of Corporate matters; (iii) to clarify the process afforded Members of the Corporation at meetings and to encourage Member participation in all Corporate matters (including attendance at Member meetings and Board meetings); (iv) to clarify and enumerate the powers of the Board; to (v) to eliminate historic references that no longer apply to the ongoing operation of the Corporation; and (vi) to ensure current Board of Director practice is consistent with the Declarations, as it may be amended from time to time.

E. These replace all versions of the Bylaws adopted or amended prior to the date of this version of the Bylaws.

ARTICLE 1
DIRECTORS

Section 1. BOARD COMPOSITION

The Board of Directors shall consist of no less than five (5) or more than nine (9) members. The Board of Directors may be referred to collectively herein as the "Board" and individual Board members referred to as "Directors".

Section 2. BOARD DUTIES AND AUTHORITY

It shall be the duty of the Board to exercise the general supervision over and management of the affairs of the Corporation and to receive and pass upon the reports of the Corporation president and treasurer, to audit all bills and accounts against the Corporation and direct the president and other officers thereof in the general conduct and business of the Corporation as follows:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declarations, the Articles of Incorporation, and these Bylaws;

(b) To expend Corporation funds to keep in good order, condition and repair the Community and the real property located adjacent to the Community, and items of personal property, if any, used in the enjoyment of the entire Community. The Board may expend funds to address issues unique to the mountain community, including without limitation expenditures to mitigate the impact of forest infestation of pine beetles, expenditures related to the control and mitigation of the impacts of noxious weeds; expenditures to control and mitigate natural hazards (e.g., forest fires, or slash removal after severe windstorms) for the Community and for immediately adjacent lands, and expenditures to purchase, maintain, enhance or preserve open space located adjacent to the Community, and such other expenditures the Association determines appropriate to enhance and preserve the natural beauty and ambiance of the Mesa Cortina Community;

(c) To obtain and maintain to the extent obtainable all necessary policies of insurance;

(d) To levy and collect the Corporate dues and to refund, at the Board's discretion, any excess dues to the Members and to levy and collect additional assessments when the Board determines necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies;

(e) To impose penalties and collect dues in default by suit or otherwise and to enjoin or seek damages from a Member. Any dues or assessments which are not paid within thirty (30) days after its due date shall be delinquent. If an assessment or dues becomes delinquent, the Board, in its sole discretion, may take any or all of the following actions:

(i) Assess an interest charge from the date of delinquency at the yearly rate as the Board may establish, not to exceed twenty-one percent (21%) per annum on all outstanding balances;

(ii) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and

(iii) Once a legal judgment was awarded to the Association, file a statement of lien with respect to the Lot and proceed with foreclosure. In the event of a foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien.

(f) To protect and defend the Community from loss and damage by suit or otherwise;

(g) To establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board;

(h) To keep and maintain accurate books and records showing the receipts, expenses or disbursements of the Corporation, and to permit inspection thereof;

(i) Make contracts and incur liabilities relating to the operation of the Association;

(j) To designate, appoint, and/or remove the personnel necessary for the operation, maintenance and repair within the Community, including the authority to enter into contracts with third party service providers;

(k) In general, to carry on the administration of the Corporation and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Community and to administer and carry out the provisions of the Declaration, except as expressly prohibited by law.

Section 3. ELECTION OF BOARD MEMBERS

The Board of Directors shall be elected from Members in good standing of the Corporation. The election of a member to the Board of Directors can occur at any regular meeting of the Corporation. A full Board of nine (9) Directors shall be elected if there are a sufficient number of candidates. Each Member in good standing shall be entitled to one vote for each vacancy on the Board of Directors. The term for each elected Director shall be two years with the exception that a director can be elected to a shorter term if that is helpful to maintain staggered terms among the directors. Directors elected to fill a vacated position shall be elected either for a term of one (1) year or for a term until the next owners' meeting.

If there are more nominees than Board vacancies, a vote will be taken by either a ballot distributed to those present or a show of hands. Each owner can cast votes for distinct candidates with no more than one vote for any candidate and with the total number of candidates voted for being no more than the number of vacancies. The candidates with the most votes shall be elected to fill the vacancies. If the number of nominees is smaller than the number of vacancies, then there will be a yes/no vote on each candidate individually.

Section 4. BOARD VACANCIES

If a vacancy shall occur in the Board which would reduce Board membership to less than five (5), the Board shall fill such vacancy through the appointment of a Member willing to serve on the Board until the next regular meeting of the Corporation. All vacancies, temporarily filled or not, shall be filled by election of the Membership as provided in Section 3.

Section 5. BOARD MEETINGS

The Board shall meet at such time as they shall, from time to time, determine. A meeting may be called at any time by the President or any three Directors, to be held at the time and place designated in the call and notice thereof, upon two days written notice served personally, by courier, regular mail, telephone, fax, electronic mail or other generally accepted electronic methods of notice.

Section 6. NOTICE TO MEMBERSHIP

The Board of Directors shall use good faith efforts to post notice of all meetings of the Board on the currently recognized Cortina Property Owner Association website and shall provide known meeting dates in advance to any Member requesting same.

Section 7. BOARD QUORUM

At all meetings of the Board of Directors, a quorum for the transaction of business is established if 50% or more of the Directors are present. Proxies cannot be used at Board Meetings. A Director may attend (i) in person, or (ii) by using electronic or telephonic communication; whereby such Director may be heard by other attendees at such meeting, and may hear the deliberations of the other Directors on any matter properly brought in such meeting. If a Director attends such meeting telephonically, the vote of such Director shall be counted and the presence of such Director noted as if the Director was present in person on that particular matter.

Section 8. OPEN MEETINGS

Board of Directors meetings shall be open for attendance by all Members in the Corporation, provided the Board shall have the discretion to hold an Executive Session as provided in this Article, Section 9.

Section 9. EXECUTIVE SESSION

The Board, or any committee, may hold an executive or closed door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting. The Board President or committee chairperson must announce the matter of discussion for the executive session, referring to

the specific item in (a) to (e) below. No formal policy may be adopted or decided in executive session. Minutes shall indicate an executive session was held and the general subject matter of the session. Only the following matters may be discussed at such an executive session:

(a) Matters involving personnel issues;

(b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings, or matters that are privileged or confidential between attorney and client, including review of or discussion relating to any written or oral communication from legal counsel;

(c) Investigative proceedings concerning possible or actual criminal misconduct;

(d) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) Any matter the disclosure of which would constitute an unwarranted invasion of an individual's privacy.

Section 10. ORDER OF BUSINESS

The order of business of any meeting of the Board of Directors shall be as they determine at the time.

Section 11. REMOVAL OF DIRECTORS

Directors may be removed from office at any special or regular meeting of the general Membership by a majority of the Members in good standing of the Corporation present or represented by proxy.

ARTICLE 2
OFFICERS

Section 1. OFFICERS OF THE CORPORATION
The officers of this Corporation shall consist of a President and a Treasurer. The officers shall be elected from and by the members of the Board of Directors, and shall hold their respective offices for the term of two years, or until their successors are appointed, unless they shall resign, be removed or become disqualified.

Section 2. RESTRICTION ON HOLDING TWO OFFICES
No two of said offices shall be held by one and the same person.

Section 3. OFFICER VACANCIES
In case a vacancy shall occur in any of said office the same shall be filled for the unexpired term by the Directors at any meeting of the Board of Directors.

Section 4. INABILITY OF OFFICER TO PERFORM DUTIES
The Board of Directors may, in case of the absence of any officer, or disability to perform his duties, or for any other reason deemed sufficient by the Board, delegate the power and duties of such officer to any other officer, for the time being, provided two-thirds majority of the whole Board concur.

ARTICLE 3
DUTIES OF OFFICERS

Section 1. DUTIES OF PRESIDENT

It shall be the duty of the President to preside at all meetings of the Members of the Corporation and to sign all contracts, and other instruments of writing authorized by the Board of Directors to be executed. The President shall have the active management of the Corporation and the general supervision over the affairs of the Corporation and perform such other duties as may be required of him by law, by these Bylaws, and by the Board of Directors.

Section 2. DUTIES OF TREASURER

The Treasurer shall be the custodian of the funds of the Corporation and shall disburse the same as shall be ordered by the Board of Directors, and all securities, valuable papers, and documents connected with the business of the Corporation, which shall be kept in such depositories and in such manner as shall be directed by the Board of Directors; and shall keep a complete and proper record and account thereof, and vouchers of all funds disbursed, all of which shall be accessible for inspection by the Board of Directors at any time. The Treasurer shall attest to the good standing of Members of the Corporation. The Treasurer shall give a good and sufficient bond insuring the faithful performance of his duties and accounting for all money, property and documents of the Corporation which shall come into his hands as treasurer. The amount of the bond shall be fixed by the Board of Directors, and the cost of the bond shall be borne by the Corporation.

ARTICLE 4
MEMBER MEETINGS, VOTING

Section 1. ANNUAL MEETING
The regular annual meeting of the Members of the Corporation for the election of the Directors and transaction of other business shall be held in Summit County, at the hour of 10 o'clock A.M. on the first Saturday after Labor Day. If unusual circumstances warrant a change, the Board of Directors can change the meeting time to a Saturday one or two weeks earlier or later than the aforementioned day, provided 30 days' notice is given to the membership. For both the annual and winter meetings, the organizers will attempt to set up a videoconferencing option (e.g., by using ZOOM), so that owners can participate remotely.

Section 2. WINTER MEETING
A winter meeting of the Members of the Corporation for the transaction of any business shall be held in Summit County, at the hour of 7:00 o'clock P.M. on the third Wednesday of February in each year. If unusual circumstances warrant a change, the Board of Directors can change the meeting time to a Saturday one or two weeks earlier or later than the aforementioned day, provided 30 days' notice is given to the membership.

Section 3. SPECIAL MEETINGS
Special meetings of the Members may be called for any purpose, whenever deemed necessary by a majority of the Board of Directors, or upon receipt of a written request from at least ten percent (10%) of the Members, and as otherwise provided by law, which meetings shall be held at the place and at such date and hour as shall be designated in the call thereof.

Section 4. MEETING NOTICE
In addition to any published notice required by law, notice to each Member shall be mailed to each Member at his address as shown on the Corporation records, or may be delivered electronically to all Members who have registered their electronic mail address with the Corporation. Any notice that must be delivered in writing, if delivered by mail or electronically, shall be mailed or sent electronically no more than sixty (60) nor less than ten (10) days before the scheduled meeting date. Notice also may be served upon each Member personally at least ten (10) days prior to the meeting. The purpose of the meeting shall be stated in the notice.

Section 5. ELECTRONIC NOTICE
The Directors may adopt a policy for registration and notice by electronic means in order to minimize the cost associated with paper notice. Electronic notice may be provided in lieu of written paper notice to those Members requesting electronic notice only, provided the Board has sufficient technology and staff to transmit notice electronically.

Section 6. MEMBER MEETING QUORUM

At all meetings of the Members, ten percent (10%) of all the Members in good standing must be represented either in person or by written proxy in order to constitute a quorum for the transaction of business. An affirmative vote of a majority of the Members present, or represented by written proxy, at any meeting where a quorum of Members is achieved is required to rule on business matters related to the Corporation.

Section 7. PROXIES

Representation by written proxy, subscribed by the registered Member shall be allowed, and the instrument authorizing the proxy to act at the meeting shall be exhibited at the time of such meeting when called for, and filed with a Director or an agent appointed by the Directors. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates immediately after the meeting for which it was intended, unless it provides otherwise.

Section 8. VOTING – NO FRACTIONAL VOTING

At all meetings of the Members, each Membership shall be entitled to one vote, which vote may be given personally or by written proxy, as herein provided. When any property in the Community is owned by multiple parties the Members shall advise the Corporation of the party entitled to cast the Membership vote. If a majority of the multiple Members do not agree on how the vote is to be cast the vote for that Membership interest shall not be considered in determining the particular matter proposed or issue requiring approval. Members who are not in good standing shall not be entitled to vote at meetings.

Section 9. VOTING BY ENTITY MEMBERS

If a Membership is held by a Corporation, limited liability company, trust, or partnership (general or limited) or other legally recognized corporate or partnership entity, an officer, Director, agent, representative or employee of said entity may cast the vote of the Member when designated by the Member.

ARTICLE 5
PROCEDURES AT MEETINGS

Section 1. ACCESS
All meetings at which action is to be taken by vote will be open to the Members.

Section 2. ORDER OF MEETING
Robert's Rules of Order shall be the authority on all questions of parliamentary law and proceedings which are not provided for by these Bylaws, and in the event of conflict, these Bylaws shall take precedent.

Section 3. MEMBER PARTICIPATION
All Members shall be permitted to speak at meetings. At an appropriate time, but before voting on an issue under discussion, Members or their designated representative shall be permitted to speak regarding that issue. The Chair may place reasonable time restrictions on persons speaking during the meeting. Generally a person wanting to address the meeting shall be allowed no less than two (2) minutes nor more than five minutes to speak. The Chair may allow additional time if the Chair determines in its discretion that the topic warrants additional time for input. If more than one person desires to address an issue and there are opposing views, the Chair shall provide for a reasonable number of persons to speak on each side of the issue.

Section 4. SIGN-IN
Each Member attending a Board Meeting must sign in at the meeting to ensure they are given an opportunity to speak. Prior to speaking the Member shall state their name and address, and their representative capacity, if any, so this information may be recorded in the minutes of the Board.

Section 5. CONDUCT
All comments are to be presented in a businesslike manner. Accusations or inflammatory remarks may result in the speaker no longer having the floor.

Section 6. DELIBERATION
The Board is not obligated to take immediate action on any item presented by a Member but may table the matter for additional consideration and later decision.

ARTICLE 6
MEMBERSHIP

Section 1. MEMBERSHIP BY PROPERTY OWNERS

Persons shall be Members in the Corporation by virtue of ownership of real property in the Community, and shall be entitled to one vote per lot upon payment of the dues for each Membership. The transfer by any owner of all real property in the subdivision shall automatically cancel the Membership of the transferor. Husbands and wives shall be treated as one Membership. If a person or persons own more than one lot, they shall be entitled to one vote for each Lot which they own.

Section 2. EVIDENCE OF OWNERSHIP

Ownership for purposes of eligibility for Membership in this Corporation shall be satisfied by evidence of fee ownership, whether or not encumbered.

Section 3. DUES

The dues for each Membership in the Corporation shall be $100.00 per year, nonrefundable, which shall be paid yearly on or before the annual meeting of each year and all funds derived from such dues, shall be used solely for the purposes and objectives for which the Corporation is formed.

ARTICLE 7
CONTROL OF FUNDS

Section 1. NO DEBTS OR ENCUMBRANCES BY OFFICERS
No debts or obligations shall be incurred by any of the Officers of this Corporation, except by the order of or under direction and approval of the Board of Directors.

Section 2. BANK ACCOUNTS
The funds of this Corporation shall be deposited in the name of the Corporation, in such bank or banks as may be from time to time determined by the Board of Directors.

Section 3. AUDITS
An independent audit of the accounts and property of the Corporation shall be performed at regular intervals to be determined by the Board, or at such times as the Members shall request by an affirmative vote of a majority of the Members present at any meeting of the Members where a quorum of Members is achieved.

ARTICLE 8
AMENDMENT OF THE BYLAWS

Section 1. REQUIRED APPROVAL

These Bylaws may be amended, added to or repealed by the vote of the majority of the Members of the Corporation present or represented by proxy, at any regular or special meeting of the general Membership. The Board may amend the Bylaws by changing section or subsection numbers, changing punctuation, or fixing typographical errors, provided that such changes do not result in any change of meaning.

ARTICLE 9
RESTRICTIVE COVENANTS

Section 1. DECLARATIONS OF PROTECTIVE COVENANTS

The restrictive covenants for the Community as filed in the Summit County Recorder's office are hereby adopted as if fully set forth herein as restrictive covenants of this Corporation applicable to all real property within the Community.

ARTICLE 10
ARCHITECTURAL REVIEW COMMITTEE

Section 1. ARCHITECTURAL REVIEW

The Board of Directors shall appoint an architectural review committee consistent with the restrictive covenants herein. Each member shall serve on the committee for a three-year term, but a member can be appointed for multiple terms. The committee shall be comprised of three, four, or five individuals who need not be Members of the Corporation.

Section 2. ARCHITECTURAL REVIEW REQUIREMENTS

The general standards for architectural review are set forth in the Declarations of Protective Covenants. More specific standards and/or guidelines may be from tine to time, submitted by the Architectural Review Committee to the Membership for approval at Member Meetings. These requirements are attached at Appendix 1 of these Bylaws. Specific variations from the architectural site and building requirements may be approved by the Architectural Review Committee in special instances where the proposed blueprints advance a design which would enhance the ambience of the Community.

Section 3. ARCHITECTURAL REVIEW PROCEDURES

The Architectural Review Committee may from time to time adopt specific procedures for review of plans and specifications, including without limitation an enumeration of the required submittal materials for review and any additional data the Committee may require to confirm completion of the Improvements in accordance with the approved plans and specifications. Changes will be brought to the Membership for approval at the next Member Meeting. These procedures are attached at Appendix 2 of these Bylaws. It is essential that each Member consult the Architectural Review Committee during the conceptual stage of their planning and before contacting the Building Department of Summit County.

ARTICLE 11
LIGHTING

Exterior lighting that is turned on continuously during dark hours shall be dark-sky compliant. This means that if the light illuminates any element of a house or garage, driveway, landscaping, flags, or outdoor artwork, it shall be aimed at the object to be illuminated, shall be in cut-off fixtures, and shall minimize light spill. This will ensure that such lighting does not illuminate or cast glare upon neighboring structures. A "cut-off fixture" is one that allows no emission above a horizontal plane through the fixture. Lighting that is turned on continuously during the night, or during the day, is discouraged. Exterior colored or white lights, whether steady or flashing, of the sort typically installed for the period surrounding the winter solstice may be used only if they are never turned on between the hours of 10 PM and 9 AM. Any replacement or addition of exterior lighting must use dark-sky compliant fixtures.

ARTICLE 12
SIGNS

Temporary political signs relevant to any type of election in which residents are entitled to vote shall be permitted. Such signs can be visible only during the period from 45 days before the election to 7 days following the election. Temporary signs announcing an event such as a garage sale, party, or other type of meeting are permitted from seven days before the event to one day after the conclusion of the event. No temporary signs other than the preceding, or real estate signs, are allowed.

ARTICLE 13
TRASH BINS

Trash bins shall not be placed at the curb except on the day of trash pickup, except that recycle bins and bear-proof trash bins can be placed at the curb after 6 p.m. on the day before trash pickup. All references to trash bins in the Covenants or Bylaws shall consider recycle bins to be trash bins, excepting the preceding 6 p.m. clause.

ARTICLE 14
CORPORATE RECORDS

Section 1. MEMBERSHIP LISTS
The Corporation shall maintain a record of all Members in a form that permits preparation of a list of the names and addresses of the Corporation Membership.

Section 2. LIST OF DIRECTORS AND OFFICERS
The Corporation shall maintain a list of the names and the business or home addresses of its current Directors and Officers.

Section 3. IMPROPER USE
Corporation records, including Membership lists shall not be used by any Member for:

(a) Any purpose unrelated to a Member's interest as a Member;

(b) The purpose of soliciting money or property;

(c) Any commercial purpose;

(d) For the purpose of giving, selling, or distributing such Corporation records to any person.

Section 4. EXAMINATION, INSPECTION, OR COPIES OF CORPORATE RECORDS
A Member that wants to examine or copy Corporate records must submit the request in writing to the Board. Every request for information and copies must be made in good faith and for a proper purpose. Each request shall describe with reasonable detail the records sought. Records shall be made available within ten (10) business days of the receipt of the request.

Section 5. COPY CHARGES
The costs to copy the Corporation's records shall be at the Member's expense.

ARTICLE 15
MISCELLANEOUS

Section 1. NOTICE TO ASSOCIATION

Every Member shall timely notify the Corporation of the name and address of any purchaser or transferee of its Lot. Notice of any purchase or transfer of a Lot shall be provided to the Corporation no later than fifteen (15) days after execution of the document effecting the purchase or transfer. The Corporation shall maintain such information as part of the records of the Corporation.

Section 2. COMPLIANCE

These Bylaws are intended to comply with the requirements of the Colorado Revised Nonprofit Corporation Act (the "Act"). If any provisions of these Bylaws conflict with the provisions of any of the Act, as the Acts may be amended from time to time, it is hereby agreed that the provisions of the appropriate Act will apply.

Section 3. CONFLICTS

These Bylaws shall govern the affairs of the Corporation, but to the extent there is a conflict between the terms or provisions of these Bylaws and the Declarations, the terms and provisions of the Declarations of Protective Covenants shall prevail, with two exceptions. The "15 months" in Article V(c) and the clause in Article VIII saying "If the Committee fails to approve or disapprove the submitted plans in any instance within twenty-one (21) days after the plans have been submitted to it, the approval of the Committee shall be presumed" are overruled by Appendix 1, General Requirements, item (e) and Appendix 2, §1, paragraph (e) of these ByLaws, respectively.

ARTICLE 16
DISPUTE RESOLUTION

Section 1. SCOPE OF APPLICATION AND EXCEPTION
The Board and the Members shall in good faith attempt to resolve all disputes arising out of or relating to the Declarations of Protective Covenants or operation of the Corporation, provided nothing in this Article shall preclude the Corporation from taking action to collect unpaid dues, including without limitation, instituting legal action to foreclose any Corporation judgment or lien.

Section 2. DEFINITION OF CLAIMS
Except for the payment of mandatory dues or an Association proceeding related to a covenant violation, controversies, claims or dispute arising out of or relating to the interpretation, enforcement or application of the Declarations, including the rights, obligations and duties of any person subject to the provisions of the Declarations, and arising out of or relating to the Declarations (i) between the Board and any Member(s) and (ii) between any two or more Members shall be a "Claim" subject to this Article.

Section 3. DISPUTE NOTICE
Before commencing any legal action, including mediation or arbitration, the Board or a Member seeking resolution of a Claim shall give a written notice to the other involved parties, setting forth with reasonable particularity the nature of the Claim and suggested alternatives for resolution (a "Dispute Notice").

Section 4. NEGOTIATION
Within fifteen (15) days of a Dispute Notice, unless otherwise extended by written agreement, a meeting shall be held between the parties to begin a good faith attempt to negotiate resolution. The parties shall communicate directly with each other in good faith in an effort to reach an agreement that serves the interests of all impacted parties. If a dispute pertains to property issues, each party will be granted the reasonable right to inspect the alleged defects or problems at a time convenient to all involved parties.

Section 5. MEDIATION
Claims not resolved by negotiation, shall be subject to resolution by mediation. The parties shall attempt in good faith to resolve the Claim by mediation through a mediator mutually acceptable to the parties before resorting to arbitration or litigation. The mediation may be conducted in accordance with the American Arbitration Association ("AAA") Commercial Mediation Procedures, or such other procedures or methodology mutually agreed to by the parties to the dispute. The cost of the mediation shall be divided equally among the parties.

Section 6. ARBITRATION
Claims not resolved during mediation may be settled by binding arbitration administered by a properly credentialed and mutually agreed upon arbitrator or arbitration service convenient to the parties in the Summit County area.

CERTIFICATION

The undersigned, Member of the Cortina Property Owners Association, hereby certifies that the foregoing Amended and Restated Bylaws were duly adopted by the Membership of the Corporation, and that the same are in full force and effect as of the date indicated below.

Member of the Board of Directors: _____Stan Wagon_____

Date: _____9/29/2026_____

APPENDIX 1
ARCHITECTURAL REVIEW REQUIREMENTS AND GUIDELINES

These Site and Building Requirements and Guidelines are for construction in Cortina, Mesa Cortina and Mesa Cortina West. They implement and expand on those in Declarations of Protective Covenants. The objective is to guide homeowners in maintaining and enhancing the safety, value and environment of the Community through a fair and reasonable review process.

The requirements and guidelines are not intended to be all inclusive or exclusive but rather to serve as a guide. Where issues are not addressed, they will be reviewed on a case by case basis.

No improvements shall be constructed, erected, placed, applied or installed upon any lot unless plans and specifications have first been submitted and approved in writing by the Architectural Review Committee (ARC).

(a) Routine maintenance (e.g. Exterior painting/staining or re-shingling of a roof) of an existing structure which does not significantly change the appearance or materials of the structure shall be deemed to have been approved by the original application to build and does not require additional approval.

(b) Interior remodeling in an existing structure that causes no changes to the external facade and does not change the count of either bedrooms or bathrooms does not require approval by the ARC.

GENERAL REQUIREMENTS

These requirements are designed to protect the value of the properties in Cortina, Mesa Cortina and Mesa Cortina West assuring a harmonious architectural style among the dwellings currently in place and any dwellings which will be constructed. To this end, all projects will be evaluated for approval upon the following general criteria:

(a) Relationship of proposed improvement(s) to the lot on which it will be constructed with regard to lot lines, topography, and grades.

(b) Harmony of external design to itself and to other structures throughout the Community.

(c) Fitness of proposed improvement(s) to climate of the area.

(d) Proposed improvement(s) adheres to the specific structural requirements as specified, i.e. size, shape, architectural design, color, etc.

1. SITE REQUIREMENTS

(a) PARKING – Because of County mandated on-street parking prohibition, each dwelling shall provide at least 3 parking spaces on the property.

(b) SNOW STORAGE – Adequate snow storage shall be provided on each lot.

(c) LANDSCAPING – Because of the expense and availability of water, irrigation of intensive sodded lawns with sprinkler systems shall not be allowed. Disturbed land around the building site shall be reseeded with natural grasses, ground cover, or wood chips.

(d) FENCES – Fencing in general is discouraged in Mesa Cortina. These guidelines on fencing were created to preserve the open rural quality of Mesa Cortina while acknowledging that there are situations where a fence is appropriate so that residents can protect children or contain their animals. Decisions on fences are by the Architectural Review Committee (ARC) and made on a case-by-case basis. Any proposal for a fence must be submitted to the ARC and the fence can be erected only after ARC approval in writing. Any fencing shall conform to the following:

(1) A fence shall not be allowed if its purpose is to indicate the boundary of a property or serve as a division between properties. Fencing shall not extend beyond the county-mandated setbacks on any side of the property.

(2) The area of the fenced-in region shall not exceed 900 square feet and the height of the fence shall nowhere exceed six feet. Fenced-in land under a deck or overhang is not included in the 900 square feet.

(3) The fencing material and color should be consistent with the design of the house.

(4) The fence should be constructed of wood, or other materials as deemed appropriate by the ARC.

(5) A fenced-in area should be placed at the rear of the property or other location that serves to screen the enclosure from the street and neighboring homes.

(6) All fences shall start and end adjacent to the house or garage; one side of the enclosed area should coincide with a wall or walls of the house or garage. Free-standing fences are not allowed.

(7) Trees shall not be used as fence posts.

The following are prohibited:

(i.) Chain-link, cyclone, or plastic fences.

(ii.) Any fence with attached barbs, sharp points, or any material that could cause harm to people or animals.

(iii.) Any fence designed to produce an electric shock, except for a temporary fence intended to train a dog wearing an electric receiver, but not directly electrified to shock on contact.

(e) SHEDS – Sheds are considered "improvements" and are subject to County regulations and ARC approval.

2. STRUCTURAL REQUIREMENTS.

(a) SIZE – Dwellings shall be a minimum of 1,800 square feet of living space, with a minimum of 900 square feet on the main level exclusive of basements, porches, and garages.

(b) ROOF LINES – There shall be multiple roof lines with functional offsets in the walls. It is recommended that the main roof slopes be a minimum of 5/12. Variations may be approved on a case-by-case basis.

(c) EXTERIOR SIDING AND TRIM – The use of contrasting or accent material is encouraged. The following exterior finishes are prohibited: exposed unfinished concrete, T1-11 manufactured siding, aluminum siding, vinyl siding, or materials of similar composition to the preceding.

(d) EXTERNAL COLOR – Exterior colors of the roof, siding, trim, window frames, skylight frames, doors, gutters, and so on shall be tones that blend with the natural environment.

(e) GARAGE(S) – Each dwelling will have a minimum of one (1) attached, single car garage. Detached garages will be considered on a case by case basis in cases where an attached garage may be problematic. Garages shall be integrated into the home's existing architecture.

(g) DECK(S) – Each dwelling shall have at least one (1) exterior deck or patio (walkways, porches, etc.) with an area totaling not less than ten percent (10%) of the square footage of the interior living space.

(h) WINDOWS AND PATIO DOORS – Large windows and interesting window shapes are encouraged. Mill finished aluminum windows are prohibited.

(i) SOLAR – Passive solar applications using greenhouses, atria, skylights, airlock entries, etc. are encouraged. Active solar panels may be permitted if mounted flush to the roof or used as accents such as solar awnings. Alternative configurations can be approved with reasonable aesthetic provisions.

(j) WIND TURBINES – Wind turbines are prohibited.

(k) FACTORY COMPONENTS – The use of "manufactured', modular, or factory produced structures is generally prohibited in Cortina, Mesa Cortina and Mesa Cortina West. The Architectural Review Committee may approve the use of these components if the exterior design meets the criteria set forth herein. Components must be placed on the foundation within 72 hours after arrival at the site.

(1) Before the Committee approves the use of any manufactured, modular, or factory components, they shall receive from the owner a construction schedule showing the projected date of the foundation inspection and the anticipated delivery date of the factory component(s).

(2) Factory components may be stored only on the owner's lot, not on open space or streets within the Community.

(3) To assure compliance with all requirements, an additional deposit of $5000.00 is required. This is in addition to the initial construction deposit as outlined in Appendix 2. Upon the timely installation of factory components, this additional $5,000 deposit shall be returned. The initial construction deposit as outlined in Appendix 2 shall remain on deposit until the completion of the project and the verification by the ARC that the property was completed as submitted.

(l) EXTERIOR LIGHTING – Any exterior lighting must use dark-sky compliant fixtures.

3. CONSTRUCTION SCHEDULE

The expectation is that any improvement shall be completed with ARC inspection and final approval by the ARC within 38 months of the date the project application is approved. The ARC may recommend that the Board, in consultation with the ARC, impose a penalty of up to 50% of the construction deposit if an owner has not obtained ARC final approval within 38 months of the approval of the application.

APPENDIX 2
ARCHITECTURAL REVIEW PROCEDURES

1. APPROVAL APPLICATION PROCEDURES

(a) Application for any improvement(s), such as new construction, garages/additions, external remodeling, or fences, must be provided to the Architectural Review Committee (ARC) well in advance of any actual work being done.

(1) For new construction, additions/garages, or fences, the application will consist of a signed ARC Application for Permission to Build Checklist and a complete set of plans as outlined below.

(2) For external remodels which do not change footprint or shape of the existing structure, the application will consist of a signed ARC Application for Permission to Build Checklist.

(b) All completed application items and the checklist must be delivered to the Chair or a designated member of the ARC in electronic and/or digital format. The ARC will acknowledge receipt within two weeks of receipt. Up to two printed copies may be required upon request by the ARC.

(c) Along with the completed application, the owner proposing a project on any lot in Cortina, Mesa Cortina and Mesa Cortina West, shall also submit a refundable deposit of $5,000.00 or ten percent (10%) of the estimated project cost, whichever is less, and with a minimum of $1,000, into the Association's Development Review Account. This deposit will insure completion of the improvements in accordance with the Declaration of Protective Covenants, Bylaws, and the drawings proposed by the owner and approved by the ARC. If the Association incurs expenses in excess of the deposit, the owner/applicant shall pay the cost of such additional expenses to the Association upon demand.

(d) A personal conference may be required with the ARC or a designated member of the ARC after the documents have been submitted and before the project is approved to ensure the applicant understands the terms of the approval.

(1) Upon approval, the ARC will sign the application, and an electronic or digital copy will be shared with the applicant.

(2) After initial approval by the ARC, any subsequent design changes must be submitted to the ARC for review and approval. Any changes made after initial ARC review and approval and not submitted to the ARC may be grounds for partial or total forfeiture of the deposit.

(e) The Architectural Review Committee will respond to any proposal, properly submitted according to the guidelines in Appendix 1 and 2 of the ByLaws, within 21 days of submission.

2. PLANS

Plans provided by an architect, or person regularly engaged in the design and planning of dwellings, professionally drawn to scale, and containing the following items.

(a) SITE PLAN – 1 inch = 10 feet scale to include North Arrow, lot number, block number, filing number, street address, and

(1) Building location, dimensions to property lines

(2) Setbacks and easements, solar easements

(3) Contour lines for grading, drainage flow arrows

(4) Driveway and parking spaces

(5) Utilities (location and routes)

(6) Garage location

(7) Out buildings (dotted lines if future location).

(b) FLOOR PLAN – Minimum 1/8 inch = 1 foot scale, showing and/or describing

(1) Exterior dimensions, room dimensions and square feet

(2) Name of each room

(3) Additional out buildings

(4) A declaration of how many bedrooms are in the house, and how many bathrooms. A bathroom is any room with a toilet. A bedroom is any room that has at least one egress window, at least one closet, and a door for privacy.

(c) ELEVATIONS – Minimum 1/8 inch = 1 foot scale, showing and/or describing

(1) The four major view elevations, or a perspective and two views of the opposite sides

(2) Height dimensions from grade to highest roof elevation

(3) Exterior materials for walls, roof, trim, etc.

(4) Exterior colors described, not just color numbers

(5) Exterior lighting.

3. NOTICE

Before the Architectural Review deposit is returned, the ARC shall be notified that the project is ready for inspection and shall have fourteen (14) days to carry out the inspection. The inspection shall ensure that the project conforms to the approved plans and that all related items as specified in the covenants and Bylaws are complied with. This will include, but not be limited to, construction clean-up, landscaping, restoration of neighboring lots to the natural state, driveway grading, and so on. The ARC shall make all reasonable effort to inspect, and advise the owner of any noncompliance, within fourteen (14) days of the inspection. Incomplete inspection due to weather and snow cover may result in a delay in refunding the deposit money.

4. ARC APPLICATION FOR PERMISSION TO BUILD CHECKLIST

1. GENERAL INFORMATION

DATE _____

OWNER / DEVELOPER _____

LOCATION: LOT _____ BLOCK _____ FILING _____

STREET ADDRESS: _____

OWNER / DEVELOPER ADDRESS: _____

_____

TELEPHONE: (OFFICE) _____

(HOME) _____

CONTRACTOR _____

STARTING DATE _____

ESTIMATED DATE OF COMPLETION _____

PLANNING CONSULTANT _____

FINANCING AGENCY _____

ESTIMATED PROJECT COST_____

2. PROJECT

SQ FEET LIVING AREA: _____

SQ FEET DECK: _____

a. New Construction: _____

Comments: _____
_____
_____
_____

_____
_____

b. Alteration: _____

Description of Project: _____
_____
_____
_____
_____
_____
_____

c. Re-staining/Re-painting: _____

Description of Project: _____
_____
_____
_____
_____
_____
_____

3. MATERIALS (Including Color*)

a. DOORS

Entry _____

Garage _____

b. WINDOWS _____

c. SIDING _____

d. TRIM _____

e. ROOF _____

* A sample of all exterior colors will be submitted at time of application. Color to include manufacturer color name and number.

4. ACKNOWLEDGEMENT – The undersigned acknowledges that he/she has been advised:

a. That temporary buildings and construction trailers are permitted on the building site. Campers, travel trailers, mobile homes or other temporary quarters intended for living purposes are not permitted.

b. That it is the responsibility of the Owner and/or Contractor to provide a closed container to store and remove all construction waste materials and trash from the building site. Paper, insulation, roofing materials, and other lightweight materials shall not be permitted to be carried by the wind to other areas of the subdivision. Provisions are required to be made for private toilet facilities, accessible to all workers, on the job site.

c. All adjoining lots, open space, and easements must be restored to their natural state if damaged in any way, and property corner survey pins shall be replaced if removed or destroyed. All construction activities shall be confined within the project's property lines.

d. It is required that deposit funds be placed in the Association's Development Review Account to cover the cost of any incomplete construction activities.

e. Applicant hereby understands that all criteria aforementioned must be complied with and agreed upon by the ARC through proper methods. After reasonable notification, applicant will be required to correct any items not in compliance with ARC guidelines. If said items are not corrected and the dispute is resolved by a court in favor of the Association, then the applicant will be responsible for any and all legal fees that result from the applicant's noncompliance with the ARC's decision.

5. DEPOSIT – The amount of deposit to accompany this application or to be sent to the Association's bookkeeper is $_____. (See Appendix 2, §1(c), and Appendix 1, §2(k); a check should be payable to the Cortina Property Owners Association.)

The check may be mailed to the following address:
Cortina Property Owners Assn
PO Box 1189
Silverthorne, CO 80498

Applicant's Signature _____

Date: _____

Recommended Changes: _____
_____
_____
_____
_____
_____
_____

_____
_____

Other Comments: _____
_____
_____
_____
_____
_____
_____
_____

ARC APPROVAL

Date: _____

BY: _____

_____

_____