

**AMENDED AND RESTATED
DECLARATION
FOR
THE HOMEOWNERS ASSOCIATION OF DOUBLE
TREE IN HEATHERRIDGE**

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**AMENDED AND RESTATED DECLARATION
FOR THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE**

This Amended and Restated Declaration for the Homeowners Association of Double Tree in Heatherridge ("Amended Declaration") is made as of December 20, 2023.

RECITALS

A. The Homeowners Association of Double Tree in Heatherridge ("Association") was formed by the recording of the Declaration of Covenants, Conditions and Restrictions of Double Tree in Heatherridge in the office of the Clerk and Recorder of Arapahoe County, Colorado, in Book 2659 at Page 58 and Book 2682 at Page 386 ("Original Declaration"), and subjected all property described therein and, on the Map, as defined below, to the Original Declaration.

B. Owners of Units within The Homeowners Association of Double Tree in Heatherridge wish to amend and restate the Original Declaration, as amended, for the following purposes:

- i. To modernize the Association's governing documents;
- ii. To remove provisions inconsistent with the Colorado Common Interest Ownership Act ("CCIOA");
- iii. To eliminate obsolete references to the "Declarant" Environmental Developers, Inc., and rights associated with the Declarant;
- iv. To clarify and modify certain sections related to maintenance obligations, use restrictions, architectural control, and other areas.

C. Article XVI of the Original Declaration provides that it may be amended by Owners representing not less than 75% of the voting interest and with approval of the holders of encumbrances representing not less than 75% of the interests in the Dwelling Units. Pursuant to C.R.S. § 38-33.3-217(1)(a)(I), the approval percentage of Owners is reduced to 67%.

D. Owners representing at least 67% of the allocated voting interests desire to amend and restate the Original Declaration in its entirety, subject to the terms and conditions of this Amended Declaration, or in the alternative, approval was obtained via a court order pursuant to the procedure set forth in C.R.S. § 38-33.3-217(7).

E. Mortgagee approval was obtained pursuant to the procedure set forth in C.R.S. § 38-33.3-217(1) or (7).

F. This Amended Declaration does not change the undivided interests (Allocated Interests) as set forth in the Original Declaration or any easements relating to the Property, and all property subject to the Original Declaration is subject to this Amended Declaration.

ARTICLE I - DEFINITIONS

Words used in this Amended Declaration in the singular also include the plural, and when used in the feminine also include the masculine. Each capitalized term not otherwise defined in this Amended Declaration or in the Map has the same meanings specified or used in CCIOA. When used in this Amended Declaration, the following words have the following meanings:

Section 1.1 “Act” or “The Act” or “CCIOA” means the Colorado Common Interest Ownership Act C.R.S § 38-33.3-100 et. Seq, as it may be amended.

Section 1.2 “Agency” means any agency or corporation such as Housing and Urban Development (HUD), Department of Veteran’s Affairs (“VA”), Federal National Mortgage Association (“Fannie Mae”) or Federal Home Loan Mortgage Corporation (“Freddie Mac”), or any similar entity or agency that purchases, underwrites, insures or guarantees residential mortgages.

Section 1.3 “Allocated Interests” means the assessment liability and the votes in the Association allocated to each Lot. The Allocated Interest for each Lot shall be a fraction, the numerator of which is one (1) and the denominator of which is equal to the total number of Lots within the Community from time to time.

Section 1.4 “Annual Assessment” means the Assessment levied pursuant to an annual budget.

Section 1.5 “Architectural Control Committee”, “Committee”, or “ACC” means the committee appointed by the Board of Directors to review and approve or disapprove plans for Improvements, as more fully provided in this Amended Declaration.

Section 1.6 “Articles” or “Articles of Incorporation” means the Articles of Incorporation of The Homeowners Association of Double Tree in Heatheridge, a Colorado nonprofit corporation, and any amendments, all as filed with the Colorado Secretary of State.

Section 1.7 “Assessable Area” means the square footage of floor area within each Dwelling Unit, exclusive of basements, measured to and from the exterior of outer walls and the center of Party Walls, and which shall be equal to the Assessable Area with respect to each Dwelling Unit as set forth in Exhibit A hereto.

Section 1.8 “Association” means The Homeowners Association of Double Tree in Heatheridge, a Colorado nonprofit corporation, and its successors and assigns.

Section 1.9 “Association Documents” or “Documents” means this Amended Declaration, the Articles of Incorporation, the Bylaws, the Map, Rules, and any policies adopted by the Association.

Section 1.10 “Board of Directors” or “Board” means the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association.

Section 1.11 “Bylaws” are the Bylaws adopted by the Association, as may be amended from time to time.

Section 1.12 “Clerk and Recorder” means the office of the Clerk and Recorder in Arapahoe County, Colorado.

Section 1.13 “Common Area” means that property described in Exhibit B hereto, which constitutes the Properties herein described and defined, together with all facilities and improvements placed thereon, and any and all interest which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners and, in general, all apparatus and installations existing for common use, including private streets and driveways, and all other parts of the Properties necessary or convenient to its existence, maintenance, and safety, but not including Lots or Dwelling Units herein described.

Section 1.14 “Common Area Expenses” means the Owners’ pro rata share of the general common expenses including, but not limited to, the Common Area maintenance, repairs, utilities, management costs, insurance, reserves, capital improvements, assessments, and all other charges which the Association may levy upon the Owners in accordance with this Amended Declaration.

Section 1.15 “Community” means the common interest community created by this Amended Declaration and as shown on the Map comprising the Properties, the Dwelling Units, and the Common Areas.

Section 1.16 “County” means the County of Arapahoe, State of Colorado.

Section 1.17 “Declaration” or “Amended Declaration” means this Amended Declaration, as may be amended from time to time.

Section 1.18 “Director” means a member of the Board of Directors.

Section 1.19 “Driveway” means the paved area linking the garage which comprises part of a Dwelling Unit to a street.

Section 1.20 “Dwelling Unit” or “Unit” means and refers to the townhome residence constructed or to be constructed on each Lot and any replacement thereof, including the patio, fence, garage, and basement, along with the real property underlying and bounding the same as described in the deed to such Dwelling Unit.

Section 1.21 “Dwelling Unit Exterior” means and refers to the roof, foundation, steps, footings, patios, fences, and outer surface of exterior walls of the Dwelling Unit, including, without limitation, those portions which serve more than one Dwelling Unit, but not including patio enclosures.

Section 1.22 “Eligible Mortgagee” The holder of a First Mortgage on a Unit, when the holder has notified the Association, in writing, of its name and address and that it holds a First

Mortgage on a Unit. The notice must include the address of the Unit on which it has a security interest. This notice shall include a request that the Eligible Mortgagee be given the notices and other rights described in Article 15.

Section 1.23 “First Mortgage” means a Mortgage, the priority of which is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

Section 1.24 “First Mortgagee” means any person named as a Mortgagee in any First Mortgage, or any successor to the interest of any such person under such Mortgage as shown in the records of the County.

Section 1.25 “Good Standing” means that an Owner is no more than thirty (30) days late in the payment of any Assessments and is not in violation of any provision of the Association Documents.

Section 1.26 “Improvement” means a modification to the original construction installed within or upon a Unit, whether permanent or not, and regardless of whether the Improvement adds value to the real property.

Section 1.27 “Lot” means any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 1.28 “Manager” means any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

Section 1.29 “Member” means all Owners of a Dwelling Unit collectively or, following termination of the Community, all former Owners entitled to distributions of proceeds under CCIOA, their heirs, personal representatives, successors, and assigns. The Owners of each Dwelling Unit shall hold membership in the Association.

Section 1.30 “Mortgage” means any mortgage, deed of trust, or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

Section 1.31 “Mortgagee” means any person named as a mortgagee or beneficiary in any Mortgage or any successor to the interest of any such person under such Mortgage.

Section 1.32 “Nonprofit Act” means the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-121-101 *et seq.*, as it may be amended.

Section 1.33 “Owner” means the record Owner of any Dwelling Unit, whether one or more persons or entities, excluding those having an interest under an encumbrance.

Section 1.34 “Party Wall” means the entire wall, including the foundations thereof, which is built as a part of the original improvements on a Lot and is intended to be placed on the

boundary line between adjoining Lots.

Section 1.35 “Permitted User” means members of the Owner’s family, or the Owner’s tenant, employee, invitee, or licensee or the employee, invitee, or licensees of the tenant.

Section 1.36 “Person” means an individual, corporation, partnership, association, trust, or other legal entity or any combination thereof.

Section 1.37 “Private Street” means that part of the Common Area which is paved road provided for automobile traffic as shown on the recorded Plat thereof and not dedicated to a public governmental entity as a public street, except driveways.

Section 1.38 “Properties” means all Common Area, Lots and all improvements thereon and thereto which constitute or shall constitute the entire project herein created, known as “Double Tree in Heatherridge.”

Section 1.39 “Rules” means the Rules and Regulations adopted by the Board of Directors as amended from time to time.

ARTICLE II - SCOPE OF AMENDED DECLARATION

Section 2.1 - Name. The name of the Community is Double Tree in Heatherridge. The Community is a planned community according to the Colorado Common Interest Ownership Act (“CCIOA”) and the Colorado Revised Nonprofit Corporation Act (“Nonprofit Act”).

Section 2.2 - Association. The name of the Association is The Homeowners Association of Double Tree in Heatherridge, a nonprofit Colorado corporation.

Section 2.3 - Conveyances Subject to Amended Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared by this Amended Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives, or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Amended Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared herein as though fully and completely set forth in their entirety in any such document.

Section 2.4 - Owners’ Rights Subject to the Provisions of This Amended Declaration. Each Owner shall own their Dwelling Unit in fee simple for use as a primary single-family residence, and shall have full and complete dominion thereof, subject to the provisions of this Amended Declaration.

ARTICLE III - RESTRICTIONS ON USE OF LOTS

Section 3.1 - Use and Occupancy Regulation, General. All Lots shall be held, conveyed, used, improved, occupied, owned, resided upon, and secured subject to the following provisions, conditions, limitations, restrictions, agreements, and covenants, as well as those contained elsewhere in this Amended Declaration. These restrictions are general in nature and the Board of Directors has the power to adopt, amend, repeal, and enforce more specific and restrictive Rules as the Board deems to be reasonable and necessary to carry out the intent of this Amended Declaration. Determination of whether an activity violates these restrictions shall be at the discretion of the Board or a committee appointed by the Board, and shall be subject to Rules adopted by the Board.

3.1.1 Limitation on Ownership. Owners may own a maximum of two Units at any one time. For purposes of this Section 3.1.1, any ownership interest of an affiliate of an Owner will be attributed to the Owner and affiliate arrangements may not be used to increase the number of Units held by a single Owner. In the event an Owner holds an ownership interest in more than two Units either by virtue of direct ownership or through an Affiliate arrangement as of the effective date of this Amended Declaration, such Owner will be permitted to retain those Units but will not be permitted to purchase additional Units if doing so would violate this provision.

Section 3.2 - Right to Adopt Rules Regulating Units and Common Areas. Each Owner and Permitted User may use the Common Areas in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Board of Directors may adopt Rules governing or restricting the use of the Units and the Common Areas to the extent that such Rules are necessary to protect the use and enjoyment by residents of their Units and the Common Areas, and which Rules may be enforceable to the same extent as the provisions of this Amended Declaration. Each Owner and Permitted User, by the Owner's acceptance of a deed or other instrument of conveyance or assignment to their Unit, agrees to be bound by any such Rules. No Owner or Permitted User shall cause, or further, an obstruction of the Common Areas, nor shall anything be stored on any part of the Common Areas, without prior written consent of the Board, which consent may be granted or withheld in the Board's sole and absolute discretion. Nothing shall be added to, altered, constructed on, or removed from the Common Areas except upon the prior written consent of the Board which consent may be granted or withheld in the Board's sole and absolute discretion.

Section 3.3 - Residential Use of Units. Each Unit shall be used and occupied only as a residence, operating on a nonprofit, noncommercial basis and for home operated businesses, so long as such business:

- (i) is allowed by zoning resolutions;
- (ii) is not apparent or detectable by sight, sound, smell, or vibration from the exterior of the Unit;
- (iii) does not increase traffic or parking requirements within the Community; and
- (iv) does not increase the insurance obligations or premiums of the Association.

Section 3.4 - Leasing. "Lease" means any agreement or arrangement for occupancy of the

Unit by persons other than the Owner or an immediate family member, spouse, child, or parent of the Owner or affiliate of an Owner, without the concurrent occupancy by the Owner or an immediate family member, spouse, child, or parent of the Owner or affiliate of an Owner. "Affiliate of an Owner" means any person who controls, or is controlled by, or is under common control with an Owner, or is the beneficiary of a trust that is the Owner. Subject to the remaining provisions of this Section 3.4 an Owner may lease their Unit in its entirety upon such terms and conditions as the Owner deems advisable; provided, however, without otherwise obtaining written consent from the Board, that:

- (i) no leases shall be made for an initial term of less than six (6) months;
- (ii) no lease shall be for less than the entire Unit;
- (iii) all leases shall be in writing and shall provide that the lease is subject to the terms of the Association Documents and a copy of the Rules are provided to the Lessee with the lease;
- (iv) no Unit may be sublet;
- (v) within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name(s) and contact information of the lessee(s) and all other people occupying the Unit, and any other information reasonably requested by the Association. The Owner may redact financial terms of the lease;
- (vi) a Unit may be leased only for the uses permitted herein; and
- (vii) a lessee's failure to comply with the terms of this Amended Declaration or any other Association Documents shall be a default under the lease;

No more than four (4) Units may be used as rental Units and occupied by non-owner occupants.

To provide for eligibility of the Community for any Agency, the Association may adopt additional Rules with respect to rental of Units to non-Owners. In addition to any other restrictions imposed by any Agency, such Rules may limit the number of Units that may be occupied by non-owner occupants, and may limit the number of Units owned by any one Owner or persons related to such Owner. Owners renting their Units prior to such Rule being adopted shall not be required to terminate existing rental agreements upon adoption of the Rule.

3.4.1 Use of Common Areas. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Areas, including, but not limited to, the use of any and all recreational facilities and other amenities. The Owner may not use the recreational facilities and other amenities while their Unit is being leased.

3.4.2 Transient Use and Lease Terms. No Units shall be used for transient or temporary lodging facilities, including short-term residential, hotel, motel, bed and breakfast, or other similar temporary lodging, including Airbnb.

3.4.3 Authority to Adopt Rules and Regulations. The Association shall have the authority to adopt rules and regulations regarding leasing, including the implementation of

this restriction, and for implementation of other restrictions in the Amended Declaration and as allowed by law.

Section 3.5 - Unlawful Activity. No offensive or unlawful use may be made of the Property. Owners and Permitted Users shall comply with and conform to all applicable laws and regulations of the United States, the State of Colorado, and all other governmental ordinances, rules, and regulations. No Unit shall be used for any purpose not in compliance with any local, state, or federal law, statute, or other ordinance, regulation, or rule. No portion of the Property may be used for the manufacture, storage, or disposal of hazardous materials other than in reasonable quantities typically used for purposes of residential cleaning, maintenance, and repair.

Section 3.6 - Marijuana and Controlled Substances. No portion of the Property may be used for the growing, cultivation, manufacturing, sale, or dispensing of marijuana, any derivatives or compounds thereof, or any controlled substance.

Section 3.7 - Smoking. Smoking is not permitted on the Common Areas on the Property. In the event smoking in a Unit results in smoke migrating from the Unit into another Unit or the Common Area, the Board has the authority to classify such smoke migration as a nuisance and to require the Owner or Permitted Users to take adequate steps to abate the nuisance. In the event, in the Board's sole discretion, the Owner or Permitted User of the Unit has not taken adequate steps to abate the nuisance, the Board may proceed with enforcement pursuant to the policy regarding covenant enforcement.

Section 3.8 - Nuisances. Except as expressly permitted by this Amended Declaration, no noxious, offensive, dangerous, or unsafe activity shall be conducted in or on any Unit or the Common Areas, nor shall anything be done, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the other Owners or Permitted Users. No Owner or Permitted User shall make or permit any disturbing noises nor do or permit any nuisance or anything to be done by others that will unreasonably interfere with the rights, comforts, or convenience of other Owners or Permitted Users. Determination of whether an activity violates this covenant shall be at the discretion of the Board of Directors or a committee appointed by the Board, and shall be subject to Rules adopted by the Board.

Section 3.9 - Insurance Rates. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept that may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association. This specifically includes the obligation to correct aluminum wiring, electrical panels, or other components deemed unsafe, as directed by the Board, which work will be done by the Unit Owner and at the Unit Owner's sole expense.

Section 3.10 - Pets. No animals, livestock, birds, poultry, reptiles, or insects of any kind shall be raised, bred, kept, or boarded in or on the Units; provided, however, a maximum of three (3) domestic animals which are bona fide household pets per Unit are permitted, so long as such pets are not kept for any commercial purpose, including doggy daycare or similar pet-sitting services, and are not kept in such number or in such manner as to create a nuisance to any resident of the Units. It shall be the obligation of each Owner owning a pet to control and license it in

accordance with existing ordinances of the City of Aurora, Colorado. The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats, or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that a resident is otherwise in violation of the provisions of this Section, and to take such action or actions as it deems appropriate to correct the same. A resident's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets.

The Board has the authority to adopt Rules which regulate the conduct of the residents and their household pets. These Rules may include, but are not limited to, the following: (a) the type of animals, including breed and size, which may be kept as household pets, which shall not include poisonous reptiles; (b) whether and to what extent the household pets shall be permitted on or to utilize the Common Areas; (c) the responsibility for supervision of household pets; (d) the responsibility for litter, waste, mess, or damage created by their household pets; (e) the responsibility to address any offensive or prolonged noises created by household pets; (f) the requirement to keep dogs and other specified pets on a leash while on the Common Areas and outside of their Units; (g) the responsibility of Owners to pay for any damage caused by their household pets; (h) the right of the Association to levy a fine and/or require removal of household pets from the Community for failure to comply with the Rules adopted by the Board to address household pets; and (i) the responsibility of Owners to pay any costs of the Association incurred in connection with the enforcement of the Rules relating to household pets and the Association's right to classify any fines levied as a result of a violation of the Rules outlined in this Section as a Default Assessment and to pursue collection and enforcement of such Default Assessment as provided in this Amended Declaration.

Section 3.11 - Parking and Vehicles.

3.11.1 Association parking spaces are restricted to guest use as access and as parking spaces for vehicles. The Board of Directors has the authority to assign, license, or otherwise regulate parking spaces that are not allocated by the adoption of Rules or further, to allocate parking spaces as may be necessary to clarify ambiguities or comply with applicable law.

3.11.2 No oversized vehicles may be parked or stored in the Community unless authorized in writing in advance by the Board, or required by law. An oversized vehicle is defined as one over twenty-four feet (24') in length.

3.11.3 No abandoned or inoperable vehicle of any kind shall be stored or parked anywhere on the Property. An "abandoned vehicle" is any vehicle that has not been driven from its parking space for a period of seven (7) consecutive days, or as otherwise defined by Rule. An "inoperable vehicle" is any vehicle not capable of being driven under its own propulsion, without current registration, without valid license plates or other identifying marks, or exhibiting other characteristics of abandonment or inoperability, such as, but not limited to, at least one (1) flat tire. Rotation of vehicles owned by the same resident or periodic movement of a vehicle, either under its own propulsion or by other means, for the

purpose of circumventing this Section, shall not exempt a resident or vehicle from the provisions of this Section. A vehicle will not be considered inoperative or abandoned during a period of time in which the vehicle's owner is on vacation or ill, provided that the vehicle owner notifies the Association of the vacation or illness in writing.

3.11.4 No commercial vehicle, trailer, mobile home, or recreational vehicle shall be stored, parked, maintained, or kept within the Community for any period of time, except wholly within an enclosed garage with the door in a closed position, or for a period not to exceed twelve (12) hours for purposes of loading and unloading, but not overnight. Recreational vehicles shall include motor homes, camper coaches, camper shells, detached camper units, utility and boat trailers, boats, jet skis, all-terrain vehicles, snowmobiles, race cars and other similar vehicles, trailers, or attachments. Commercial vehicles shall include as any van or truck rated over one-quarter ton; which is outfitted with a flat bed, utility box, racks to transport ladders, pipe, tires, glass, or the other material generally accepted to be of a business or commercial nature, or any truck or van or any motor vehicle adorned with signage or lettering of a business or commercial nature. Commercial Vehicle shall also include any motor vehicle that is wider than the standard vehicle width of eleven (11) feet wide, and trailers and other equipment generally used for business or commercial purposes. This restriction does not apply to trucks or commercial vehicles temporarily located within the Community which are necessary for construction or maintenance of the Common Areas, Units, or any improvements located in the Community.

3.11.5 The Board has the right to further define abandoned or inoperable vehicles, or restrict certain types of vehicles or equipment by adoption of Rules.

3.11.6 No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer, boat, or equipment may be performed or conducted in the Community, except within the enclosed garage. This shall not prohibit a resident from performing minor automotive repair and upkeep on his or her private vehicle, as may be further defined by Rules adopted by the Board.

3.11.7 The Board has the right to tow, immobilize, remove, or store a vehicle or equipment in violation of this Section at the expense of the vehicle owner, after written notice is hand-delivered to the vehicle owner or conspicuously placed on the vehicle, and the vehicle is not moved within a reasonable time, as determined in the sole discretion of the Association. Any expense incurred by the Association shall be levied against the Owner of the Unit associated with the vehicle or equipment as a Default Assessment. No activity deemed by the Board to be an attempt to circumvent this Section is permitted.

Section 3.12 - Trash. The Association shall provide for regular trash removal as a Common Expense. The Board may require any Owner to arrange and pay for trash removal of excessive amounts of trash, garbage, or other refuse.

Section 3.13 - Units to be Maintained. Each Unit at all times shall be kept in a clean, sanitary, sightly, and attractive condition and in a state of good repair. Window coverings in Units shall be in compliance with Rules adopted by the Board. Decks, patio areas, and porches may not

be used as storage areas, unless permitted by Rule.

Section 3.14 - Antennae. The Association may adopt Rules and Regulations regarding location and installation of permitted antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation or Rules and Regulations, no exterior television or any other antennae, microwave dish, satellite dish, or similar device of any type shall be erected, installed, or maintained on the Common Areas.

Exterior television receiving or transmitting devices of any type including receiving or transmission equipment for microwave transmissions and any radio receiving or transmitting devices of any type are allowed only to the extent permitted by law. No conventional television antennas of any kind may be installed on the exterior of any Lot in the Community. No satellite dishes, antennas, and similar devices for the transmission or reception of television, radio, satellite, or other signals of any kind shall be permitted, except:

- (i) satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service, to receive or transmit fixed wireless signals via satellite, or to receive internet service via satellite;
- (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or
- (iii) antennas designed to receive television broadcast signals (collectively “Permitted Devices”) shall be permitted, provided that any such Permitted Device for a Lot is placed in an area over which the Owner has “exclusive control” (i.e., private balcony or private patio).
- (iv) Any satellite dishes or antennae allowed under this Section must be currently operational and in use. Any non-operational or not in-use satellite dishes or antennae must be removed.

This Paragraph is intended to comply with the Telecommunications Act of 1996 and the rules and regulations promulgated by the Federal Communications Commission (“FCC”). Specifically, this Paragraph is not intended to: unreasonably delay or prevent installation, maintenance or use of Permitted Devices; unreasonably increase the cost of installation, maintenance or use of Permitted Devices; or, preclude reception of an acceptable quality signal. In the event that any portion of this Paragraph is found to violate such Act or any rule or regulation of the FCC the portion of this Paragraph that is found to be in violation shall be stricken and the remaining provisions of this Paragraph shall remain in full force and effect.

Section 3.15 - Neighbor-to-Neighbor Disputes. The Association shall not be obligated to take enforcement action when a dispute under the Amended Declaration or Rules is solely a dispute between neighbors involving an alleged nuisance or offensive behavior, not involving the Common Areas and not involving a violation of the Association’s architectural or maintenance standards. In any dispute between neighbors, residents must first work in good faith with each other to resolve their differences before the complaining Owner reports an alleged violation of the governing documents to the Association. An Owner’s complaint to the Association about a neighbor must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c)

provide specific information about what informal efforts to resolve the matter were undertaken by the complaining resident; and (d) provide the name, address, phone number(s), and email address of the complaining resident.

Section 3.16 - Mold. Each Owner shall be required to take necessary measures to prevent mold from accumulating in the Unit, including, but not limited to, appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls, floors, ceilings, and other surfaces. Owners shall immediately notify the Board in writing of the following: (a) any evidence of water leaks, water infiltration, or excessive moisture in a Unit; (b) any evidence of mold that cannot be removed by the Owner with a common household cleaner; (c) any failure or malfunction in heating, ventilation, or air conditioning; (d) any inoperable doors, windows, heating, ventilation, or air conditioning ducts. The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Amended Declaration. Owners shall be responsible for any damage to their Unit and personal property, to any other Unit or the Common Areas, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and/or damage within their Unit, to any other Unit, if the Owners fails to meet the requirements of this section.

Section 3.17 - Minimum Utility Requirements for Units. For the protection of the Units and Common Areas, each Owner must continuously maintain both heat and power in their Unit, whether it is vacant or occupied. All Units, whether vacant or occupied, must be maintained at a minimum temperature of 55 degrees Fahrenheit at all times. Owners of Units which will be or have been vacant for more than thirty (30) days must notify the Board of such vacancy and turn off the water supply to the Unit at the main valve. The Association shall have the right to inspect Units for compliance and the right to levy fines for noncompliance and otherwise enforce this Section as set forth in this Amended Declaration and Rules and Regulations.

Section 3.18 - Damage Caused by Owner or Permitted User. If, due to the act, neglect, or carelessness of an Owner or Permitted User, loss or damage shall occur or be caused to any person or property other than the Owner's Unit, such Owner or Permitted User shall be liable and responsible for the payment of same. The amount of such loss or damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of Assessments as provided in this Amended Declaration.

Section 3.19 - No Partition, Subdivision, or Combination. No portion of the Community shall be subject to an action for partition or division. No Units shall be subdivided, re-subdivided, or combined.

Section 3.20 - Mineral Exploration. No portion of the Properties shall be used to explore for or to remove any water, soil, hydrocarbons, or other materials of any sort.

Section 3.21 - Trees, Shrubs, and Water. The removal of trees, shrubs, and other improvements for the Common Area shall be prohibited without the express written approval of the Board. No person shall permit water to be introduced or placed into or on the soil anywhere

within the Common Area without the express written approval of the Board.

Section 3.22 - Mechanic's Liens. No labor performed or materials furnished with the consent or at the request of an Owner, their agent, contractor, or subcontractor shall create any right to file a mechanic's lien against the Dwelling Unit of any other Owner who does not consent to or request the same or against any interest in the Common Area. Each contracting or consenting Owner shall indemnify, defend, and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lienor against the Dwelling Units for labor performed or for materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto including attorney fees and expenses. Said expenses may be added to Owner's regular assessments.

Section 3.23 - Garage Doors. Doors to garages are to be kept closed at all times except during ingress and egress.

Section 3.24 - Trash and Unsightly Uses. Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area or any Dwelling Unit Exterior. The Association shall have the right to enter upon any Dwelling Unit Exterior and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner, and upon due notice to Owner and failure of Owner to comply with this Section such entry shall not be deemed a trespass. The Association shall adopt Rules concerning trash storage and collection.

ARTICLE IV - ARCHITECTURAL CONTROL

Section 4.1 - Organization. The Architectural Control Committee ("Committee") shall consist of three (3) persons appointed by the Board of Directors. Committee members shall be appointed by the Board of Directors and must be Owners. One Committee member shall serve for one (1) year; one Committee member shall serve for two (2) years; and one Committee member shall serve for three (3) years; and the Board of Directors shall appoint Committee members to replace those whose terms expire.

Section 4.2 - Restrictions. No building, storage structure, awning, or fence shall be erected, placed, or altered (including the color thereof) on any Lot until the plans and specifications showing the nature, kind, shape, height, materials, and location of such have been submitted to and approved in writing as to quality of workmanship and materials, and conformity and harmony of exterior design with existing structures and as to location with respect to existing buildings, topography, and finished ground elevation, by the Architectural Control Committee appointed by the Association, nor shall interior changes in a Dwelling Unit of a structural nature or any modification of a Party Wall be permitted prior to the approval of the Architectural Control Committee.

Section 4.3 - Landscaping. At the request of any Owner or at its own discretion, the Architectural Control Committee shall review the landscaping of any Owner. The Architectural Control Committee may require the removal, transplanting, or restriction of any landscaping

determined to be or become a nuisance to other Owners or a threat to the structural integrity of any improvement on the Properties.

Section 4.4 - Committee Address. All plans and specifications which must be submitted in writing for approval hereunder shall be submitted to said Architectural Control Committee at the following address:

The Homeowners Association of Double Tree in HeatherRidge
P.O. Box 441708
Aurora, CO 80044

or to such other address as may hereafter be given in writing to the Owners by the Association or by said Architectural Control Committee.

Section 4.5 - Criteria for Approval. The Committee may approve a proposed Improvement to Property if it deems in its reasonable discretion that the Improvement to Property in the location indicated that the Improvement to Property will not be detrimental to the appearance of the Community in the vicinity of the proposed Improvement to Property; that the appearance of the proposed Improvement to Property will be consistent with the surrounding areas of the Community; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Committee may deem appropriate.

Section 4.6 - Architectural Control Fee. The Board of Directors may, in its Rules, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property. The Board may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Property or that the fee shall be determined in any other reasonable manner, such as based upon the estimated cost of the proposed Improvement to Property.

Section 4.7 - Decision of Committee. The decision of the Committee shall be made within thirty (30) days after receipt by the Committee of a complete application unless such time period is extended by mutual agreement. The application will not be complete until all submission requirements of the Committee are met. The decision shall be in writing; and, if the decision is not to approve a proposed Improvements to Property, the reason therefore shall be stated. The decision of the Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Committee.

Section 4.8 - Approval Timeframe. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing and received by the Association for consideration by the Architectural Control Committee, such approval will be deemed to have been given.

Section 4.9 - Appeal to Board. If the Committee denies, imposes conditions on, or refuses approval of a proposed Improvement to Property, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Committee within ten (10) days after such

denial or refusal. The Board shall hear the appeal in accordance with the provisions of the Bylaws of the Association, and the Board shall decide whether or not the proposed Improvement to Property, or the conditions imposed by the Committee shall be approved, disapproved, or modified.

Section 4.10 - Obtaining Governmental Approvals. Applicant shall obtain, prior to commencement of construction of any Improvements to Property, all permits, licenses, certificates, consents, and any other approvals necessary or required pursuant to any law, ordinances, resolution, order, rule, or regulation of any governmental authority have jurisdiction ("Governmental Approvals") in order for applicant to construct, operate, and maintain the Improvements to Property. The Governmental Approvals shall be deemed to include, but not be limited to, building approvals by the City of Aurora, Colorado and the County of Arapahoe, Colorado. Approval by the Committee does not mean or imply any compliance with local governmental rules or regulations.

Section 4.11 - Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible in complete conformity with: its description of the proposed Improvement to Property; any materials submitted to the Committee in connection with the proposed Improvement to Property; any conditions imposed by the Committee; and the conditions and restrictions of this Amended Declaration. Failure to complete the proposed Improvement within six (6) months after the date of approval of the application shall constitute noncompliance with the requirement that approval for Improvements be obtained from the Board of Directors.

Section 4.12 - Notice of Completion. Upon completion of any Improvement of Property, the Applicant shall give written notice of completion to the Committee. Until the date of receipt of such a notice of completion, the Committee shall not be deemed to have notice of completion of such initial Improvements or Improvements to Property.

Section 4.13 - Inspection of Work. The Committee or its duly authorized representative shall have the right to inspect any Improvement to Property or the Property itself prior to, during or after completion of any improvement to the Property. The Committee's right of inspection of Improvements shall terminate sixty (60) days after the work or Improvement shall have been completed and the respective Owners shall have given written notice to the Committee of such completion. The Committee's right to inspection shall not be terminated pursuant to this Section in the event plans for the construction of Improvements or modification of Improvements have not been previously submitted to it. If, as a result of any inspection, the Committee finds that such Improvement has been initiated without obtaining approval of the plans therefore, or is not being constructed in substantial compliance with the plans approved by the Committee, the Association shall have the right to initiate a civil action seeking injunctive relief against the Owner of the Property and any contractor or subcontractor who is completing the improvements without compliance with the provisions of this Amended Declaration. Should the Association be successful in obtaining injunctive relief against the Owner, any contractor or subcontractor involved in the construction of Improvements, the Association shall be entitled to receive from the Owner all costs of the action, including reasonable attorney fees. It is the intent of this section to give the Association its ability to prevent any construction within the Community of any type of

Improvement that has not been previously approved by the Committee.

Section 4.14 - Notice of Noncompliance. If, as a result of inspection or otherwise, the Committee finds that any Improvement to property has been done without obtaining the approval of the Committee, or was not done in substantial compliance with the approved plan, or other materials furnished to, and any conditions imposed by the Committee, or has not been accomplished as promptly and diligently as possible, then the Committee shall notify the Applicant in writing of the noncompliance. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

Section 4.15 - Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the Committee of written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property, was, in fact, completed as of the date of the Notice of Completion.

Section 4.16 - Appeal to Board of Finding of Noncompliance. If the Committee gives any notice of noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Committee within sixty (60) days after receipt of the notice of noncompliance by the Applicant. If, after notice of noncompliance the Applicant fails to commence diligently to remedy such noncompliance, the Committee shall request a finding of noncompliance by the Board by giving written notice of such request to the Association and the Applicant within sixty (60) days after delivery to the Applicant of a notice of noncompliance from the Committee. In either event, the Board shall hear the matter in accordance with the provisions of the Bylaws for notice and hearing, and the Board shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

Section 4.17 - Correction of Noncompliance. If the Committee or the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than sixty (60) days from the date of receipt by the Applicant of the ruling of the Board. If the Applicant does not comply with the Board's ruling within such period the Board may, at its option, record a Notice of Noncompliance against the real property on which the noncompliance exists; may remove the noncomplying initial Improvements or other Improvement to the Property, or may otherwise remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant, the Board may levy a Reimbursement Assessment against the Owner of the Lot for such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under this Amended Declaration or the Rules.

Section 4.18 - No Implied Waiver or Estoppel. No action or failure to act by the Committee or the Association shall constitute a waiver or estoppel with respect to future action by the Committee with respect to any Improvement to Property. Specifically, the approval by the Committee of any Improvement to Property shall not be deemed a waiver of any right to an estoppel to withhold approval or consent for any similar Improvement to property or any similar

proposals, plans, specifications, or other material submitted with respect to any other Improvement to Property.

Section 4.19 - Committee Power to Grant Variances. The Committee may authorize variances from compliance with any of the provisions of this Amended Declaration for Property in the Community when circumstances such as, but not limited to, topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Board of Directors. If any such variance is granted, no violation of the provisions of this Amended Declaration for Property in the Community shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Amended Declaration for property in the Community for any purpose except as to the particular property and particular provisions covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with the restrictions in any deed or lease or to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, development guides and zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

Section 4.20 - Committee Representative. The Committee shall meet as necessary to perform its duties. The Committee may, by resolution in writing adopted by a majority of the members, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for or on behalf of the Committee, except the granting of approval to any improvement to Property and granting of variances. The action of such Committee Representative within the authority of such Committee Representative, or the written consent or the vote of a majority of the members of the Committee, shall constitute action of the Committee.

Section 4.21 - Records of Action. The Committee shall report in writing to the Board of Directors all actions of the Committee, and the Board shall keep a permanent record of such reported action.

Section 4.22 - Estoppel Certificates. The Association shall, upon the reasonable request of any interested party and after confirming any necessary facts with the Committee, furnish a certificate with respect to the approval or disapproval of any Improvement to Property, or with respect to whether any Improvements to Property was made in compliance herewith. Any Person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

Section 4.23 - Non-Liability for Committee Action. There shall be no liability imposed on the Committee, any member of the Committee, any Committee Representative, the Association, or any member of the Board of Directors for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

Section 4.24 - Unit Interiors. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Residence, or to paint the interior of his or her Residence any color desired.

ARTICLE V - PARTY WALLS

Section 5.1 - Party Wall. The Owner shall possess, in fee simple, that portion of the Party Wall lying within the Owner's Lot. Each Owner having a Party Wall is hereby granted a mutual reciprocal easement for repair or replacement of said Party Wall. No Owner shall commit or omit any act, the result of which is infringement of the adjoining Dwelling Unit Owner's rights in the Party Wall absent written agreement between such Owners. In the event that any portion of any structure originally constructed by the developer, including any Party Wall, shall protrude over an adjoining Dwelling Unit, such structure shall not be deemed to be an encroachment upon the adjoining Dwelling Unit nor shall any action be maintained for the removal of or for damage because of such protrusion. It shall be deemed that said Owner has granted perpetual easements to the adjoining Owner for continuing maintenance and use of any such protrusion. The foregoing shall also apply to any replacements of any Party Wall if the same are constructed substantially in conformity with the original Party Wall constructed by the developer.

Section 5.2 - Destruction. If a Party Wall is destroyed or damaged by any casualty, the Owners of Dwelling Units abutting such Party Wall jointly shall restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rules of law regarding liability for negligent or willful acts or omissions. Destruction or damage to any Party Wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a Party Wall. Owners of Dwelling Units abutting such a Party Wall are obligated hereby to restore it in its substantially original condition. Notwithstanding any other provisions of this Article, an Owner who by his, her, or its negligent or willful act causes the Party Wall to be damaged shall bear the whole cost of repairing such damage and shall diligently prosecute all such repairs and reconstruction. If such Owner shall fail to do so, then any other Owner of a Dwelling Unit abutting such Party Wall may do so at the sole cost and expense of the Owner causing such damage. The right of any Owner 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.

ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS: ASSOCIATION OPERATIONS

Section 6.1 - The Association. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

Section 6.2 - Transfer of Membership. An Owner shall not transfer, pledge, or alienate their membership in the Association in any way, except upon the sale or encumbrance of their Unit and then only to the purchaser or Mortgagee of their Unit. The Association shall not create a right of first refusal on any Unit and Owners may transfer ownership of their Units free from any such

right.

Section 6.3 - Membership; Voting Rights. The Association shall have one (1) class of membership consisting of all Owners. Except as otherwise provided for in this Amended Declaration, each Member in Good Standing shall be entitled to vote in Association matters. Each Owner is subject to all the rights and duties assigned to Owners under the Association Documents.

Section 6.4 - Board of Directors. All members of the Board shall be Members of the Association, or in the event that a Member is an entity other than a natural person, such member of the Board shall be an authorized representative of such entity Member.

Section 6.5 - Books and Records. Subject to provisions of CCIOA, the Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records, and financial statements of the Association, pursuant to the Association's policy regarding record inspection.

ARTICLE VII - DUTIES AND POWERS OF THE ASSOCIATION AND BOARD OF DIRECTORS

Section 7.1 - Duties and Powers of the Association. The Association has been formed to further the common interests of the Members. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act, CCIOA, and by the Nonprofit Act, whether expressed herein or not. The Association, acting through the Board of Directors or persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members of the Association, to maintain, improve, and enhance the Common Areas. Without in any way limiting the general scope of the foregoing, the Association shall have the following specific duties and powers:

7.1.1 Duty to Manage and Care for Common Areas. The Association shall regulate the use of, manage, operate, care for, maintain, keep in good repair, and replace the Common Areas in a manner that is similar to comparable planned communities in the immediate area.

7.1.2 Duty to Pay Taxes and Assessments. The Association shall pay all taxes and assessments, if any, levied upon the Common Areas and all other taxes and assessments payable by the Association. The Association shall have the right to contest any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment, and provided that the Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful.

7.1.3 Duty to Maintain Insurance. The Association shall obtain and keep in full

force and effect at all times insurance coverage in accordance with this Amended Declaration.

7.1.4 Duty as to Budgets. The Association shall prepare, and submit to the Owners, annual budgets for revenues, expenditures, and reserves for the Association as elsewhere provided in this Amended Declaration.

7.1.5 Duty to Levy and Collect Assessments. The Association shall levy and collect Assessments as elsewhere provided in this Amended Declaration.

7.1.6 Duty to Keep Records. The Association shall keep current copies of this Amended Declaration, the Articles of Incorporation, the Bylaws, the Rules, and the books, records, and financial statements of the Association available during normal business hours for inspection, and for copying at a reasonable cost, by Owners and First Mortgagees.

7.1.7 Duty to Maintain Register of Addresses and Notify of Address Change. The Association shall maintain a record of addresses which contains the address (which may include the facsimile number, if any, and, if the recipient desires to receive notices from the Association by e-mail, the e-mail address) of each Owner and each Eligible Mortgagee. The initial address for each Owner shall be the address for such Owner set forth in the deed or other instrument of record conveying the Unit to such Owner, or, if no such address is set forth, the address of the Unit of such Owner. The initial address for an Eligible Mortgagee shall be the address provided by the Eligible Mortgagee to the Association. Any Owner may change its address by giving notice to the Association of a new address, and the Association shall update the Association's records in accordance with any such notice. The Association shall provide the address for each Owner to any Member who requests such information and certifies to the Association in writing that they intend to use such information for purposes authorized by this or under the Rules. The Association shall have no liability to any person (including any Owner and any Eligible Mortgagee) for providing the address as listed in the Association's records, regardless of whether such address is correct or whether any director, officer, employee, or agent of the Association has knowledge, actual or imputed, that the address in the Association's records is not correct. No information with respect to any Eligible Mortgagee's or any Owner's address shall be imputed to the Association or any director, officer, employee, or agent of the Association, and the Association shall be entitled to rely solely on the initial address determined in accordance with this Section or the most recent address, if any, furnished to the Association by any Eligible Mortgagee, or any Owner by notice given.

7.1.8 Power to Adopt Bylaws and Rules. The Association may adopt, amend, repeal, and enforce Bylaws and such Rules as may be deemed necessary or desirable with respect to the interpretation and implementation of this Amended Declaration, the operation of the Association, the use and enjoyment of Units or the Common Areas, the use of any other property within the Community, and otherwise for the benefit of the Community and the Owners. Any such Rules shall be reasonable and uniformly applied. Written notice of the adoption, amendment, or repeal of any Rules shall be posted at the Association office, and copies of the currently effective Rules shall be made available to

each Member upon request and payment of the copying cost. Each Member shall comply with such Rules and shall see that Permitted Users of such Member comply with the Rules. The Rules shall have the same force and effect as if they were set forth in and were part of this Amended Declaration. In the event of conflict between the Rules and the provisions of this Amended Declaration, the provisions of this Amended Declaration shall control.

7.1.9 Power to Enforce Amended Declaration and Rules. The Association shall have the power to enforce the provisions of the Association Documents, and shall take such action as the Board of Directors deems necessary or desirable to cause compliance by each Member and Permitted User. Without limiting the generality of the foregoing, the Association shall have the power to impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments, and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines and impose other sanctions (including withholding a Member's right to vote) for violations of the Association Documents. The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise its business judgment, and not be arbitrary or capricious in taking enforcement action.

7.1.10 Power to Make Contracts and Incur Liabilities. The Association shall have the power to enter into, make, perform, or enforce contracts, leases, licenses, agreements, easements, rights-of-way, and/or concessions through or over the Common Areas, or any portion thereof, with Owners, their family members, tenants, guests, invitees, and other persons or entities, for any purpose deemed to be in the best interest of the Association, including contracts, licenses, agreements, easements, rights-of-way, and/or concessions for the provision of cable, satellite, or other television or wired or wireless broadcast or communication service to the Community, or any portion thereof. Any of such contracts, leases, licenses, agreements, easements, rights-of-way, and/or concessions shall be upon such terms as agreed to by the Board.

7.1.11 Power to Incur Liabilities. The Association shall have the power to incur liabilities in the name of the Association, except that the Common Areas may only be subjected to a security interest in compliance with this Amended Declaration.

7.1.12 Power to Employ Managers, Other Employees, Agents and Independent Contractors. The Association shall have the power to retain and pay for the services of a Manager, other employees, agents, and independent contractors to undertake any of the management or functions for which the Association has responsibility under this Amended Declaration to the extent deemed advisable from time to time by the Board of Directors, and may delegate any of its duties, powers, or functions to the Manager, other employees, agents, or independent contractors. Any contract or agreement with a Manager shall be terminable by the Association for cause on no more than thirty (30) days prior written notice, and shall be terminable by the Association without cause and without payment of a termination fee on no more than ninety (90) days prior written notice. No such contract or agreement shall be for a term of more than one (1) year but may be subject to renewal for succeeding terms of no more than one (1) year each. Notwithstanding any delegation to a

Manager, employee, agent, or independent contractor of any duties, powers, or functions of the Association, the Association and its Board shall remain ultimately responsible for the performance and exercise of such duties, powers, and functions. In connection with the power to hire a Manager, the Association may own and utilize one or more Units as management or administrative offices or as the residence of a resident Manager for the Community.

7.1.13 Power to Engage Employees, Agents and Consultants. The Association shall have the power to hire and discharge employees and agents and to retain and pay for such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Amended Declaration.

7.1.14 Power to Commence and Maintain Legal Actions. The Association shall have the power to commence and maintain, defend, or intervene in litigation, arbitration, and administrative proceedings in its own name on behalf of itself or two or more Owners regarding such issues and against such parties as may be deemed appropriate by the Board and as may be permitted under the Act. In determining whether to commence or maintain legal actions, the Board shall exercise its reasonable judgment, considering, without limitation, the likelihood of success, the impact, if any which such action may have upon the market values of the Units, the cost of pursuing the action including attorney fees and experts' fees, the resources of the Association and whether a special assessment or depletion of reserves will be required in connection therewith or as a result thereof.

7.1.15 Power to Modify and Improve Common Areas. The Association shall have the power to modify the Common Areas and cause additional improvements to be made as a part of the Common Areas.

7.1.16 Power to Acquire and Maintain Property and Construct Improvements; Power to Convey Common Areas. The Association may acquire property or interests in property for the common benefit of Owners, including improvements and personal property. The Association may construct, modify, or demolish improvements to the Community. Common Areas may be conveyed in fee only if Members to whom at least sixty-seven percent (67%) of the votes in the Association are allocated agree to that action.

7.1.17 Power to Impose Fees and Charges. The Association shall have the power to impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Areas; administrative fees applicable to fewer than all Owners, such as leasing permit fees or pet registration fees; and the Association shall have the power to impose reasonable charges for the preparation and recordation of amendments to the Amended Declaration or statements of unpaid Assessments. In addition, the Association shall have the power to impose and receive a nonrefundable move-in/move-out fee each time an Owner of a Unit or tenant moves into the Association.

7.1.18 Power to Provide Special Services for Members. The Association shall have the power to provide services to a Member or group of Members. The cost for these

services shall be billed to the members benefitting from the service.

7.1.19 Power to Borrow Money and Mortgage Property. The Association shall have the power to borrow money and assign its future income, including its right to receive Assessments upon resolution of the Board. Further, the Association shall have the power to encumber, in the name of the Association, any right, title, or interest in real or personal property, except that Common Areas may be conveyed in fee or subjected to a security interest only if Members to whom at least sixty-seven percent (67%) of the votes in the Association are allocated agree to that action.

7.1.20 Power to Cooperate with Other Associations. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise to cooperate with other community associations and/or districts to share the costs and/or responsibility for any maintenance, repair, or replacement for any person(s) in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers, or others who may perform services for the Association, any other community associations and/or districts, or to otherwise cooperate with any other community associations and/or any districts in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board in its discretion. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or other community associations and/or any districts, as the Board may determine. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other community associations, and/or any districts to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts of any amounts collected by such entity.

7.1.21 Power to Indemnify. The Association shall have the power to provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance.

7.1.22 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado nonprofit corporation formed under the Act, CCIOA and the Nonprofit Act, and to do and perform any and all acts that may be necessary or desirable for the governance and operation of the Association, subject only to such limitations upon such powers as may be set forth in this Amended Declaration or in the Articles of Incorporation, the Bylaws, the Act, CCIOA, or the Nonprofit Act.

7.1.23 Other Powers. The Association shall have any and all other powers as stated in the Nonprofit Act and CCIOA.

Section 7.2 - Powers of the Board of Directors. Except for such rights as are expressly reserved to the Members herein or in the Bylaws and the Nonprofit Act or CCIOA, the Board shall

have the power to, and may act in all instances on behalf of the Association.

Section 7.3 - Limitation on Liability. Except as otherwise provided by law, the Association, the Board of Directors, and any Member, director, officer, agent, or employee of the Association shall not be liable to any person for any action or for any failure to act under the provisions of the Association Documents if the action or failure to act was in good faith and without malice.

ARTICLE VIII - EASEMENTS

Section 8.1 - Recorded Easements. The Property shall be subject to all easements set forth herein, those shown on any Map or plat, those of record, those in the Original Declaration, those provided in CCIOA, and otherwise as set forth in this Article.

Section 8.2 - Utility Easements. There is hereby created a blanket easement upon, across, over, in, and under the Property for the benefit of the Common Areas and the Units and the structures and improvements situated on the Property for ingress and egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, gas, electricity, telephone, and cable television, except that any such easements not in existence as of the date of recording this Amended Declaration may not be utilized by the utility providers until after receiving written approval from the Board. Said blanket easement includes future utility services not presently available to the Units that may reasonably be required or desirable in the future. By virtue of this easement, after receiving approval of the Board, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Common Areas and to affix and maintain electrical and/or telephone wires, circuits, conduits, and pipes on, above, across, and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Board as provided above. Upon exercise of the rights contained in this Section, the utility providers, at their sole cost and expense, shall repair (or replace if necessary) the Property and all improvements thereon to their condition as they existed prior to the utility providers performing any work.

Section 8.3 - Reservation of Easements, Exceptions, and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Areas for the best interest of the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the Common Areas to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Areas set forth in writing by the Association, such as for closure for repairs and maintenance.

Section 8.4 - Emergency Access. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

Section 8.5 - Maintenance and Repair Access. Some of the Common Areas are or may be located within a Unit, or are accessible only through a Unit. All Owners shall permit a right of

entry to the Board of Directors, or any other person authorized by the Board, whether the Owner is present or not, for access through each Unit to all Common Areas, from time to time, as may be necessary for the routine maintenance, repair, or replacement of any of the Common Areas located thereon or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Areas or to another Unit. For routine maintenance and non-emergency repairs, entry shall be made only on a regular business day during regular business hours, after providing at least one day's notice in writing to the Owner. In case of emergency, entry may be made at any time provided that a reasonable effort according to the circumstances is made to give notice of entry. The Board or its agent is granted the authority to use such reasonable force as is necessary to gain entry into the Unit for any access granted under this Section if no other means of entry are available in view of the circumstances.

Section 8.6 - Support Easement. Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of structures or improvements presently situated or to be built in the future on the Property.

Section 8.7 - Easement for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon another Unit, the Owner of that Unit shall and does have an easement for such encroachment and for the maintenance of the same. Such encroachments shall not be considered to be encumbrances either on the Common Areas or a Unit. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Community or any part thereof in accordance with the provisions of this Amended Declaration.

Section 8.8 - Access. Each Owner shall have a nonexclusive easement in, on, and through the Common Area for access to said Owner's Dwelling Unit, provided that access by vehicle shall be only over private streets and driveways provided therefor. Each Owner shall have an exclusive easement in, on, and through the Driveway appurtenant to such Owner's Dwelling Unit, only for purposes of ingress to and egress from the garage appurtenant to the Dwelling Unit by motor vehicle.

Section 8.9 - Blanket Easements. There is hereby created a blanket easement upon, across, over, and under all of the Common Area for ingress and egress, installation, replacement, repair, and maintenance of all utilities, including, but not limited to, water, sewers, gas, telephones, and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Area and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under the roof and exterior walls of the buildings upon the Common Area. An easement is further granted to all police, fire protection, and ambulance personnel, and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the Common Area, and any Dwelling Unit to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph,

no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Common Area except as approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, the Association may grant such an easement to the Common Area by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said Common Area.

Section 8.10 - Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Dwelling Unit of that Owner, and all conveyances and instruments affecting title to a Dwelling Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

ARTICLE IX - MAINTENANCE

Section 9.1 - Maintenance of the Common Area. The Association shall provide for the care, operation, management, and repair of the Common Area. Without limiting the generality of the foregoing and by way of illustration, the Association shall keep the Common Area in good, clean, attractive, and sanitary order and repair; may arrange to be furnished to the Common Area and each of the Dwelling Units, water, sewer, electric, gas, and all other necessary utility services (Dwelling Units may be separately metered for any or all of such services, in which event the obligation to pay for such services shall be that of the Owners with respect to their Dwelling Units); may maintain and replace all or any portion of the landscaping; may provide for rubbish collection; may remove snow, ice, and other materials from the Private Streets, Driveways, and walkways; shall keep the Properties safe, attractive and desirable; and may make necessary or desirable alterations or improvements to the Common Area. Nothing herein shall be construed as a waiver of any right by the Association to recover for any damage or expense incurred as a result of the willful or negligent action or omission of any person.

The Association is not responsible for the maintenance, repair, or replacement of the patio enclosures. Patio enclosures were an optional building addition at the time of the original construction of the building, and some patio enclosures were added by individual Owners at their own expense. Owners are responsible for the maintenance, repair, and replacement of any patio enclosure at their expense.

Section 9.2 - Maintenance of Dwelling Units. Except as otherwise provided in this Article, each Owner shall be responsible for the maintenance, repair, and replacement of the Owner's Dwelling Unit. The Association shall provide for the maintenance, repair, and replacement of the Dwelling Unit Exteriors including, not limited to, the following:

- (i) Maintenance, repair, and replacement of water, sewer, electrical, and other systems which serve more than one Dwelling Unit, but not including those portions of such systems which serve only one Dwelling Unit, such as an air conditioning unit, electrical, or plumbing fixtures;
- (ii) Maintenance, repair, and replacement of roofs, fences, and outer surfaces of exterior walls, but not including any glass; which shall be the sole responsibility of

- Owner. Any maintenance, repair, or replacement of roofs will be assessed back to the Owners in accordance with Article XII.
- (iii) Painting, repainting, and resurfacing of Dwelling Unit Exteriors, excluding steps, patios, or similar exterior enclosures; and
 - (iv) Added planting, replanting, care, and maintenance of trees, shrubs, flowers, grass, and all other landscaping of the Dwelling Unit Exterior, except the area adjacent to the garage and front porch.

Section 9.3 - Duty to Inspect Premises and to Notify of Defects. Each Owner shall have the duty to make reasonable inspections of their Dwelling Unit, from time to time, to determine if said Dwelling Unit contains any obvious defects including proper drainage. In the event of discovery of such a defect, the Owner also shall have the duty immediately to give written notice of the defect to the Association.

Section 9.4 - Duty to Repair Defects. In the event a defect as described in Section 9.3 above may affect the Dwelling Unit of any other Owner or the Common Area, the Owner whose Dwelling Unit has the defect shall repair the same in a workmanlike fashion within a reasonable time following discovery thereof. Upon the failure of such Owner to so repair, the Association shall have the duty to enter unto and upon the Dwelling Unit and effect such repair, the cost of which shall be chargeable to such Owner by assessment or otherwise.

Section 9.5 - Willful or Negligent Acts. In the event that any maintenance, repair, or other work is required because of the willful or negligent action or lack of action of any Owner, their family, guests, tenants, invitees, lessees, or licensees and such maintenance, repair, or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to be performed as such Owner's cost and expense and may make an assessment to recover payment thereof against such Owner, provided, except in event of emergency, such Owner shall be given ten (10) days' prior notice within which to perform the required maintenance, repair, or work.

ARTICLE X - INSURANCE

Section 10.1 - Dwelling Unit Insurance. The Association shall be responsible for and shall procure fire and all-risk coverage insurance upon each Owner's Dwelling Unit for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies and for such premiums and periods as the Association may determine to be appropriate, but which insurance shall have a minimum of a BBB+ rating. Such policy or policies shall provide that any loss thereunder shall be payable to the Board as insurance trustees under the Amended Declaration.

The Association shall deliver to each Owner a certificate of insurance certifying that a policy of insurance as required under this Section is in effect, and that said policy shall not be cancelled, allowed to lapse or materially altered except upon ten (10) days' prior written notice thereof to the Owner. Each Owner may carry such additional insurance as the Owner deems advisable, but any such additional coverage shall not relieve the Association of any of its duties hereunder, nor shall it diminish the recovery by the Association from any insurer.

Each Owner also shall be responsible for their own insurance on the contents of their Dwelling Unit and furnishings and personal property therein and any improvements therein. The Association's policy will only cover the structure and support foundation of the Units, those items it has a maintenance obligation for as outlined by this Amended Declaration.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice and which shall be consistent with the requirements of any First Mortgagees. Any loss falling within the deductible portion of a policy shall be paid by the Association, but may be recovered from the Owner(s) whom the Association determines to be responsible for the loss. The cost and expense of all insurance obtained by the Association shall be paid out of Association funds collected by Assessments and otherwise as elsewhere provided in this Amended Declaration. The Association has the right to increase premiums chargeable to Owners provided the cost of insurance has so increased. In addition, the Association shall have the right to create an insurance escrow account for each Lot. The cost of said insurance shall be assessed according to the ratio that the Assessable Area of each Dwelling Unit bears to the total Assessable Area of the Properties.

Section 10.2 - Rebuilding of Damaged Dwelling Unit. In the event of damage to or destruction of any Dwelling Unit by fire or any other casualty for which the Association is required to carry insurance, the Association shall within a reasonable time repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in conformity in all respects with the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The Dwelling Unit, when rebuilt or repaired, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the design of the original Dwelling Unit and the surrounding Dwelling Units which are not so damaged or destroyed. Neither the Owner nor the Association shall be relieved of this obligation to repair or rebuild by the fact that proceeds received from the insurer are not sufficient to cover the cost thereof. If the proceeds received from the insurer by the Association are insufficient, it shall be the duty of the Owner to pay to the Association any deficiency required to accomplish the rebuilding or repair. Upon the failure of such Owner to provide such funds within a reasonable amount of time after notice and demand by the Association therefor, the Board may cause the repair or rebuilding as provided, and the amount of the deficiency shall be the Owner's personal obligation and a continuing lien on the Owner's Dwelling Unit.

Section 10.3 - Waiver of Subrogation. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, any Manager, and its respective employees or agents, for damage to the Properties or to any personal property located on the Properties, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance. All policies secured by the Association under this Article shall contain waivers of the insurer's rights to subrogation as to any claim against the Association, its Board of Directors, agents, employees, and all other Owners, and providing further that the insurer shall not be entitled to contribution. Mortgagee endorsements shall be made when the Owner's interest is subject to an encumbrance.

Section 10.4 - Insurance for the Association. The Association shall be required and empowered to obtain and maintain the following insurance:

- (i) Insurance coverages upon the Common Area, and all property owned or leased by the Association;
- (ii) Insurance coverages against loss or damage by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire, and all other casualty as are covered under standard coverage provisions for the full insurable replacement cost of the Common Area.
- (iii) Comprehensive public liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, Board of Directors, Managers, and agents in connection with the Properties.
- (iv) Personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.
- (v) Fidelity bonds to protect against dishonest acts on the part of Association officers, directors, trustees, and employees, and all others who handle or are responsible for handling Association funds. Such bonds shall:
 - (a) name the Association as an obligee;
 - (b) be written in an amount equal to at least 150% of the estimated annual operating expenses of the properties, including reserves;
 - (c) contain waivers of any defense based upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; and
 - (d) provide that no modification in any substantial manner, or cancellation shall be had without 30 days prior written notice to the holders of the first deeds of trust on the Properties.
- (vi) Such other insurance as the Board may deem desirable for the benefit of the Owners.
- (vii) Such other insurance as may be required to insure Dwelling Units under this Amended Declaration.

Section 10.5 - Mortgagee's Rights. In the event of substantial damage to, or destruction of, any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the first Mortgagee of a Dwelling Unit with respect to any such distribution; provided, however, that nothing in this Section 10.5 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Common Area. The Association shall notify the appropriate mortgagee forthwith whenever damage to any Dwelling Unit exceeds \$1,000 or the damage to the Common Area exceeds \$10,000. The Association shall provide each Mortgagee with a copy of the Certificate of Insurance covering any Dwelling Unit in which the mortgagee has a security interest in the nature of a first deed of trust.

ARTICLE XI - MORTGAGEE RIGHTS

Section 11.1 - Notice to Mortgagee. Each holder of a first deed of trust on any Dwelling Unit shall, upon written request by such holder to the Board, receive any of the following:

- (i) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Amended Declaration by the Association to the Owner of the Dwelling Unit covered by the deed of trust;
- (ii) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;
- (iii) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (iv) Notice of the decision of the Owners or the Association to make any material amendment to this Amended Declaration, the Bylaws, or the Articles of Incorporation of the Association;
- (v) Notice of substantial damage to or destruction of any Dwelling Unit, or any part of the Common Area;
- (vi) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;
- (vii) Notice of any default of the holder's Owner which is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default;
- (viii) The right to examine the books and records of the Association at any reasonable time.

Section 11.2 - Form of Request. The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notice or documents shall be sent by the Association, at the sole expense of the party making the request. Failure of the Association to provide any of the foregoing to a holder who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Dwelling Unit, the Association shall honor the most recent request received.

Section 11.3 - Protection. No violation or breach of or failure to comply with any provision of this Amended Declaration and no action to enforce any such provision shall affect, defeat, render invalid, or impair the lien of any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Lot and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach, or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take subject to this Amended Declaration.

ARTICLE XII - ASSESSMENTS

Section 12.1 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the management and maintenance of the Common Area, and for the performance of all other duties and obligations incurred by the Association pursuant to this Amended Declaration, including, but not limited to, the provision of services and facilities related to the use and enjoyment of the Common Area; the maintenance, repair, and replacement of underground utilities, private streets, driveways, paving, curbs, gutters, and drainage swales on the streets, lighting, walkways, Dwelling Unit Exteriors, and other facilities; provisions for snow removal, grounds upkeep, sprinkler systems, landscaping, garbage pickup, water and sewer services, recreational programs; administration expenses, working capital, rental and acquisition of real or personal property; and such expenses as the Association, in its opinion, shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve and a sinking fund for all of the foregoing purposes, including, but not limited to, an adequate reserve fund for the maintenance, replacement, and repair of those elements of the Common Area which must be replaced on a periodic basis, to be charged against the Owners as part of their regular assessment. In the event repairs are required resulting from negligent acts of an Owner, the Owner's family, guests, employees, invitees, or lessees, the Association shall be reimbursed forthwith by such Owner therefor.

Section 12.2 - Basis of Assessments.

- (i) Water and Sewer. Water and sewage charges shall be prorated in their proportion which the Assessable Area of each Dwelling Unit bears to the total Assessable Area of all completed and occupied Dwelling Units, based upon actual charge levied by the municipal water and sewer service.
- (ii) Common Area Expenses. Each owner shall pay a portion of the expense of maintenance, repair, replacement, and operation of the Common Area, all of which expense may take into account any sinking fund established for future expected expenditures except for General Administration Expenses as hereinafter defined. A separate fee may be levied by the Association for participants in a special program, for supplies for specialized classes, or for special tours, functions, or other activities, all of which activities are to be voluntary only. Such separate fee is not to be considered a Common Area Expense.
- (iii) Dwelling Unit Exterior Maintenance. Each Owner shall pay a portion of the expense of maintenance, repair, and replacement of the Dwelling Unit Exteriors incurred by the Association, as well as maintenance, repair, and replacement of roofs. Such expenses shall be prorated and charged to each Dwelling Unit in the proportion which the Assessable Area of such Dwelling Unit bears to the total Assessable Area of all Dwelling Units.
- (iv) General Administrative Expenses. General Administrative Expenses are herein defined as those Association expenses incurred for the following items: data processing; legal and accounting fees; management fees; office supplies; and

security services.

- (v) Fines. The Association shall have the right to assess fines against an Owner for each violation of this Amended Declaration, the Bylaws, the Rules, or the Articles of Incorporation of the Association.
- (vi) Individual Assessments. The Association shall have the right to add to any Owner's assessment as provided in this Article those amounts expended by the Association for the benefit of any individual Dwelling Unit and the Owner thereof, including, but not limited to, fines; Dwelling Unit insurance as provided herein; repairs, and replacements caused by the negligent or willful acts of any Owner, their family, guests, employees, licensees, lessees, or invitees; maintenance, repair, and replacement of Dwelling Unit Exteriors; and all other expenditures or charges provided for by this Amended Declaration or the Bylaws.
- (vii) Levy of Assessments. The Board shall determine the estimated annual assessment payable periodically during the year by each Owner as part of the annual budget process and presented at the Annual Meeting; provided, however, that said assessments may be adjusted upon a finding of necessity by the Board, but no more than twice in any one fiscal year.
- (viii) Non-Exemption. No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Dwelling Unit.

Section 12.3 - Obligation. Each Owner is obligated to pay to the Association (i) the Annual Assessments and (ii) Special Assessments. Each Assessment against a Unit is the personal obligation, jointly and severally, of the Owner(s) at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt themselves from liability for the Assessment by abandonment of their Unit or by waiver of the use or enjoyment of all or any part of the Common Areas. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Amended Declaration. All Assessments shall be payable in accordance with the levy thereof, and no offsets or deductions thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under the Association Documents.

Section 12.4 - Budget. The Board shall adopt a budget for the Property and shall submit the budget to a vote of the Owners as provided herein no less frequently than annually. Within ninety (90) days after adoption of any proposed budget for the Association, the Board shall mail, by ordinary first-class mail, a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider the budget. Such meeting shall occur between ten (10) days and fifty (50) days after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Board shall give notice to the Unit Owners of the meeting as allowed for in the Bylaws. The budget proposed by the Board does not require approval from the Unit Owners and

it will be deemed approved by the Unit Owners in the absence of a veto at the noticed meeting by sixty-seven percent (67%) of all Unit Owners, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Board and not vetoed by the Unit Owners must be continued until a subsequent budget proposed by the Board is not vetoed by the Unit Owners. The Board shall levy and assess the Annual Assessments in accordance with the annual budget then in effect.

Section 12.5 - Annual Assessments. Annual Assessments made for Common Expenses shall be based upon the adopted budget. Except as expressly otherwise provided herein, the Board shall levy and assess the Annual Assessments to each Owner in accordance with the Allocated Interests in effect on the date of the Annual Assessment, provided, however, that the Board reserves the right to allocate all expenses relating to fewer than all of the Units to the owners of those affected Units only. Utility expenses benefiting only one Unit shall be assessed to that Unit. Utility expenses benefiting more than one Unit shall be assessed to the Units benefited in accordance with their relative Allocated Interests in allocation of Common Expenses. Annual Assessments shall be payable in advance monthly or on such other basis as may be determined by the Board, and shall be due on the first day of each period in regular installments on a prorated basis. The omission or failure of the Association to fix the Annual Assessments for any assessment shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same.

Section 12.6 - Date of Commencement of Annual Assessments. The Annual Assessments shall commence as to each Unit on the first day of the month following the effective date of adoption of the budget. Any Owner purchasing a Unit between installment due dates shall pay a pro rata share of the installment due.

Section 12.7 - Special Assessments. In addition to the Annual Assessments, the Board may levy Special Assessments payable over such a period as the Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Areas, or for any other expense incurred or to be incurred as provided in this Amended Declaration. Any such Special Assessment shall be included in an annual or separate budget and shall be subject to ratification as specified by this Amended Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners equally, subject to the right of the Association to assess the Special Assessment only against the Owners of affected Units. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice has been given.

Section 12.8 – Initial Capital Contribution. In addition to the Annual Assessments and all other assessments provided for in this Article, the Association shall levy and collect from each Owner the sum equal to two (2) times the estimated monthly installment of the Annual Assessments apportioned to the Unit at the time of closing when the Owner acquires the Unit. The Association may use such contribution for working capital and/or placed in the Association's reserves.

Section 12.9 - Effect of Nonpayment: Assessment Lien. Any Assessment installment, whether pertaining to any Annual, Special, or other assessment, which is not paid when due shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

12.9.1 If the delinquency continues for a period of fifteen (15) days, assess a late charge for each delinquency in such amount as the Association deems appropriate and assess an interest charge from the due date until paid at the yearly rate of eight percent (8%) per year or such other lawful amount determined by the Board;

12.9.2 Suspend the voting rights of the Owner during any period of delinquency;

12.9.3 Accelerate all remaining Assessment installments so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;

12.9.4 Bring an action at law against any Owner personally obligated to pay the delinquent Assessments;

12.9.5 Proceed with foreclosure as set forth in more detail below; and

12.9.6 Suspend any of the Owner's membership privileges.

Assessments chargeable to any Unit shall constitute a lien on such Unit. Such lien will be subject to the provisions of Colorado Revised Statutes, Section 38-33.3-316. Such lien will be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law should be superior and (b) the lien or charge of any first mortgage made in good faith and for value. Notwithstanding the foregoing, the Association's lien for delinquent Assessments will be prior to a first mortgage to the extent of an amount equal to the Assessments which would have come due, in the absence of acceleration, during the six months immediately preceding institution by either the Association or any First Mortgagee of an action or a nonjudicial foreclosure either to enforce or extinguish the lien. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such 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 fees incurred in connection with the enforcement of the lien. The Owner shall be required to pay the Association the monthly assessment installments for the Unit during the period of any foreclosure. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association's lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any homestead exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Unit subject to this Amended Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 12.10 - Payment by Mortgagee. Any Mortgagee holding a lien on a Unit may pay any unpaid amount payable with respect to such Unit, together with any and all costs and expenses

incurred with respect to the lien and upon such payment that Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as the lien of the Mortgage.

Section 12.11 - Statement of Status of Assessment Payment. Upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, Agency, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

Section 12.12 - Maintenance Accounts: Accounting. If the Association delegates powers of the Board or its officers relating to collection, deposit, transfer, or disbursement of Association funds to other persons or to a manager, then such other persons or manager must (i) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager, (ii) maintain all reserve accounts of the Association separate from the operational accounts of the Association, and (iii) provide to the Association no less than once per quarter an accounting for the previous quarter. In addition, the Association shall obtain an annual accounting and financial statement of Association funds (on either a review or audit basis, at the Association's discretion) and annual tax returns prepared by a certified public accountant.

Section 12.13 - Assessments for Services to Less Than All Lots. The Association may, at any time from time to time, provide services to less than all of the Lot(s) in the Community. The cost for these services shall be billed to the members benefitting from the service. Services which may be provided by the Association pursuant to this Section (and which are not to be provided to all of the Lots) may include, without limitation, (a) the construction, care, operation, management, maintenance, upkeep, repair, replacement, and renovation of Improvements or property owned by such Owner(s); (b) the provision of any services or functions to such Lot(s); (c) the enforcement of the provisions of any document or agreement for, on behalf of, and in the name of the applicable Owners; (d) the payment of taxes or other amounts for Owners with funds provided by such Owners; and (e) the procurement of insurance.

ARTICLE XIII - CONDEMNATION PROCEDURE

Section 13.1 - Condemnation of Common Area. In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Owners based upon the proportionate Assessable Area of each Dwelling Unit in relation to the sum total of the Assessable Area of the Properties.

Section 13.2 - Condemnation of Dwelling Units. If a building in which a Dwelling Unit is housed is condemned, then the proceeds of any such condemnation shall be distributed as agreed

to by each Owner and the entity performing the condemnation, without prejudice to the right of such Owners to negotiate or agree jointly.

Section 13.3 - Lien Holders. When a condemnation occurs and the Dwelling Unit is subject to an encumbrance, the Association shall send written notice forthwith to all holders of first deeds of trust covering any Dwelling Unit affected thereby. The proceeds due the Owner by reason of such condemnation shall be paid to the holder of the encumbrance. The holder of a first deed of trust shall be entitled to priority over all other parties with respect to any distribution of condemnation proceeds. Any excess amount not required to clear the encumbrance shall be paid to the Owner.

ARTICLE XIV - ASSOCIATION AS ATTORNEY-IN-FACT

Section 14.1 - Association as Attorney-In-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of (a) granting easements; (b) purchasing and maintaining insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association upon their damage or destruction; (c) negotiating and dealing with any authority having the power of condemnation or eminent domain relating to a complete or partial taking; or (d) acting in any other capacity on behalf of the Owners when approval by the Owners is required and has been obtained, all as provided by this Amended Declaration. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact for the purposes provided for herein, and the Association shall have full authorization, right and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE XV - DURATION OF COVENANTS AND AMENDMENT

Section 15.1 - Amendments. This Amended Declaration shall remain in full force and effect for as long as the Properties remain as a townhome development. Except as hereinafter provided, the Amended Declaration may not be amended or revoked, nor may any Common Area used or held for the benefit of all the Dwelling Units on the Properties be abandoned, partitioned, subdivided, sold, encumbered, or transferred except by a vote of Owners representing not less than sixty-seven percent (67%) of all Owners' interests in the Dwelling Units. Whenever an Owner's interest is subject to an encumbrance in the nature of a first mortgage, the Owner's vote shall be included in said required percentage only upon concurrence by the holder of the encumbrance. Such amendments shall be effective only upon the recordation of the certificate setting forth the amendment signed by the Owners and the first mortgagees representing not less than sixty-seven percent (67%) of all the interests in the Dwelling Units. No amendments to this Amended Declaration shall be in conflict with the laws of the State of Colorado.

Section 15.2 - Mortgagee's Rights. The above notwithstanding, the prior written approval

of all holders of first deeds of trusts on the Dwelling Units will be required for any of the following:

- (i) An amendment to the Amended Declaration which (i) changes the ratios of assessments against Owners or (ii) amends this Article Section or any other provision which specifically grants rights to Mortgagees hereunder;
- (ii) The alienation, release, transfer, hypothecation, or other encumbrance of the Common Area after such Common Area has been conveyed to the Association; except that the consent of Mortgagees shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses.
- (iii) The abandonment of the planned unit development or the removal of any part or all of the Properties from the provisions of this Amended Declaration;
- (iv) The effectuation of any decision by the Association to terminate professional management and to assume self-management of the Common Area.
- (v) The waiver or abandonment of the scheme of Architectural Control of the enforcement thereof.
- (vi) The failure to maintain insurance on the Common Area or any decision not to use the proceeds of such insurance to rebuild or replace or reconstruct the Common Area as provided herein.

ARTICLE XVI - GENERAL PROVISIONS

Section 16.1 - Notice. Any notice to an Owner of matters affecting the Community by the Association or by another Owner shall be sufficiently given and effective if in writing and, if delivered personally by courier or private service delivery on the date of delivery, or if delivered by mail, on the third business day after deposit in the U.S. mail at the address provided to the Association by the Owner, and if none, to the address of record for real property tax assessment notices with respect to that Owner's Unit.

Section 16.2 - Enforcement. The Association on behalf of itself and any aggrieved Owner shall be granted a right of action for any matter against any and all Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this Section, the Association or any Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all costs and expenses, including attorney fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter. Without limiting the generality of the foregoing, the Board may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature to justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based on hardship, expense, or

other reasonable criteria, to pursue enforcement action.

Section 16.3 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 16.4 - Conflicts Between Documents. In case of conflict between this Amended Declaration and the Articles and the Bylaws of the Association, this Amended Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

Section 16.5 - Use of the Words "Double Tree in Heatherridge" or "HOA of Double Tree in Heatherridge". No resident or Owner shall use the words "Double Tree in Heatherridge" or "HOA of Double Tree in Heatherridge" or the logo of the Community or Association, if any, or any derivative thereof, in connection with any website, social media, publication, goods, materials, or services, the use of which is likely to cause confusion, mistake, or deception as to the source or origin of such website, social media, publication, goods, materials, or services, without the prior written consent of the Association.

Section 16.6 - Indemnification. The Association shall indemnify every present and former Director, officer, committee member, agent, or employee against loss, costs, and expense, including attorney fees reasonably incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been such Director, officer, committee member, agent, or employee of the Association, except for wanton or willful acts or omissions or if such person shall be finally adjudged to be liable for: any breach of the Director's duty of loyalty to the Association or its members; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; acts specified in C.R.S. 7-129-102, as now in effect or hereafter amended; or any transaction from which the Director derived an improper personal benefit. Any such indemnification may be limited to and paid out of the insurance proceeds provided by an insurer furnishing officers and directors errors and omissions insurance coverage or similar protection and any other insurance protecting the Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles or public liability, property damage, medical, and other similar coverage. In the event of an insurance settlement, the settlement shall be approved by the Board of Directors and paid for by the insurance carrier out of the insurance proceeds.

Section 16.7 - No Representations, Guaranties or Warranties. No representations, guaranties, or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association, the Board, committees, or by any of their officers, directors, members, partners, agents, or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as shall be specifically set forth in writing.

Section 16.8 - Disclaimer Regarding Safety. The Association, the Board, and their officers, directors, members, partners, agents, and employees, hereby disclaim any obligation regarding the

safety, security, or protection of any persons or property within the community. By accepting a deed to property within the community, each owner acknowledges that the Association, the Board, and their officers, directors, members, partners, agents and employees are only obligated to do those acts specifically set forth in the Association Documents, and are not obligated to do any other acts with respect to the safety, security, or protection of persons or property within the Community.

[Certification pages follow]

CERTIFICATION

The undersigned, being the President and Secretary of The Homeowners Association of Double Tree in Heatherridge hereby certify that the above and foregoing Amended and Restated Declaration of The Homeowners Association of Double Tree in Heatherridge was approved by the requisite number of Owners and mortgagees, or in the alternative, approval was obtained pursuant to the procedures set forth in C.R.S. § 38-33.3-217.

ASSOCIATION:

The Homeowners Association of Double Tree in Heatherridge, a Colorado nonprofit corporation

By: *Alison C. Buger*
President

By: *Patricia L. Dodd*
Secretary

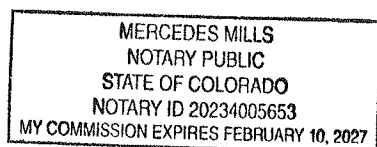
STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 20 day of December 2023, by Alison C. Buger as President of The Homeowners Association of Double Tree in Heatherridge, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: February 10, 2027

[SEAL]



Mercedes Mills
Notary Public

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EXHIBIT A

ASSESSIBLE AREA OF DWELLING UNITS

Assessible Square Footage For All
Dwelling Units is 1,930 square feet.

Exhibit B to Declarations of Double Tree in HeatherRidge

EXHIBIT B

Tract A, Block 2, HeatherRidge South Subdivision
Filing No. 5, amended, Arapahoe County, Colorado,
according to the Plat thereof recorded June 21, 1977
in Book 31 at Page 51, Arapahoe County, Colorado.