

**AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC.
(a Common Interest Community)**

**PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC.
AMENDED AND RESTATED DECLARATION**

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**AMENDED AND RESTATED DECLARATION
FOR
PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC.**

This Amended and Restated Declaration is made this 24th day of June, 2026, by the Park River West Condominium Association, Inc., a Colorado Non-Profit Corporation and a Common Interest Community, pursuant to the Colorado Common Interest Ownership Act (the "Act"), C.R.S. §38-33.3-101 et seq.

SECTION 1. GENERAL DECLARATIONS

1.1 **Association Name.** The Association name is Park River West Condominium Association, Inc.

1.2 **County Where Property Located and Prior Declarations.** This Common Interest Community is located in Larimer County, Colorado. The original Declaration and Map for Park River West Condominium Association, Inc., Estes Park, Colorado was recorded in Larimer County, Colorado on May 21, 2002, at Reception No. 2002056084, as amended by a document recorded in Larimer County, Colorado on January 6, 2003, at Reception No. 2003001526 (collectively, the "Original Declaration").

1.3 **Owner Written Consent and Authorization for Amended and Restated Declaration.** As required by the Original Declaration, at least 67% of the Unit Owners have consented to and approved this Amended and Restated Declaration.

1.4 **Supersedes and Replaces the Original Declaration.** Upon recording, this Amended and Restated Declaration shall supersede and replace the Original Declaration together with any later amendments, and the Original Declaration and later amendments shall have no further force or effect, except all Maps recorded and promulgated under the Original Declaration (Larimer County Reception Number 2002056084), including any phases, additions and supplements thereto, shall remain effective.

1.5 **Conveyance of Property.** The Property shall be subject to the Act, C.R.S §38-33.3-101 et. seq., as may be amended from time to time, and said Property shall be conveyed subject to the terms, covenants, restrictions, conditions, and easements set forth herein, on the Condominium Map and within future amendments to this Amended and Restated Declaration and the Condominium Map, if any.

1.6 **Plan for Ownership of Property.** The Property shall continue to be a plan for the Ownership in fee simple of Common Elements, general and limited, for each Unit as defined herein and an Allocated Interest of the Common Elements, as defined herein, subject to this Amended and Restated Declaration and the Condominium Map, as may be amended from time to time. Such plan is for the benefit of the Property and the Unit Owners, their heirs, devisees, beneficiaries, grantees, successors, and assigns.

1.7 **Declaration and Maps Run with Property.** This Amended and Restated Declaration and the Condominium Map, as may be amended or supplemented, shall run with the Property.

1.8 **Property Subject to Local Codes.** The Property is also subject to development, zoning, building and other applicable codes of the Town of Estes Park and of the County of Larimer, Colorado (collectively, "Building Codes"). However, unless expressly superseded by any applicable Building Code, in the event of a conflict between this Declaration and the Building Codes, the terms of this Declaration shall control.

1.9 **Not-for-Profit Purpose.** This Association is organized not-for-profit and shall have no authority to issue capital stock.

1.10 **Interpretation.** The terms of this Declaration shall be interpreted to give effect to the intent of the parties and in a manner consistent with applicable laws. This Declaration shall be governed by and construed following the laws of the State of Colorado, without regard to its conflict of law principles. Any Person or party subject to this Declaration shall follow all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Declaration. In the event of a conflict between such laws, in order of hierarchy, priorities for interpretation shall be in order: (1) federal law; (2) Colorado state law; (3) local laws, regulations and ordinances; (4) this Amended and Restated Declaration; (5) the Bylaws of the association; and (6) any Policies, Rules, and Regulations adopted by the governing board or Members of the Association.

SECTION 2. DEFINITIONS

2.1 **General.** All capitalized terms shall have the meanings set forth in this Section, the Act, or as otherwise defined later in this Declaration.

2.2 **Act.** "Act" means the Colorado Common Interest Ownership Act, C.R.S §38-33.3-101, et. seq., as may be amended from time to time.

2.3 **Agreement.** The term "Agreement" when used alone shall mean this Declaration.

2.4 **Agreement, Consent and Authorization.** The term "Agreement, Consent, and Authorization" refers to a written form approved by the Board by which Unit Owners can agree to, consent, and authorize an amendment to the Declaration without a formal meeting. Prior to the execution of the Agreement, Consent and Authorization, Unit Owners shall be provided a copy of the proposed amendments. Such Agreements, Consents, and Authorizations shall be signed by all Unit Owners of a Unit, clearly describe the amendment approved by reference to any applicable specific document that is the subject of the action and the date thereof, acknowledge that the Unit Owner has received a copy of it, and shall be filed with the Secretary of the Association to be kept with the official records of the Association. An executed Agreement, Consent and Authorization shall have the same binding effect as if a formal vote were taken at a meeting.

2.5 **Allocated Interests.** The Association consists of sixty-eight (68) Units. The "Allocated Interests" means 1/68th of the undivided interest in the Common Elements, Common Expense Liability and votes in the Association allocated to each Unit.

2.6 **Assessments.** "Assessments" means all Common Expense Assessments, Special Assessments, Unit Specific Assessments, and Fines levied by the Board of the Association pursuant to this Declaration, the Bylaws, or any Policies, or Rules and Regulations then in effect.

2.7 **Association.** "Association" and "Corporation" means the Park River West Condominium Association, Inc., a Colorado non-profit corporation, its successors, and assigns. (The Colorado Nonprofit Corporation Act shall apply thereto.)

2.8 **Board of Directors, Board, or Directors.** "Board of Directors," "Board," or "Directors" means the Association's governing body selected according to the Bylaws. It is synonymous with the term "Executive Board" as used in the Act.

2.9 **Buildings.** "Buildings" mean the structures located on the Property which are occupied for residential purposes and as identified on the Map.

2.10 **Building Specific Expenses.** "Building Specific Expenses" means those Common Expenses payable solely by Owners of Units within a specific Building because the benefits of such Common Expenses inure exclusively or predominantly to the Owners of Units within that Building. Building Specific Expenses may be found in this Declaration or may be determined in the future by the Board. Examples of Building Specific Expenses are Board-approved Owner modifications to a Common Element, such as skylights, exterior lighting, and whole house fans, or special administrative charges made by the Board for time and expenses incurred by the Association that are allocatable to one Unit for such things as furnishing responses to title companies and responding to regulatory or administrative bodies.

2.11 **Bylaws.** "Bylaws" means the bylaws adopted by the Association as amended from time to time.

2.12 **City.** "City" means the Town of Estes Park, Colorado.

2.13 **CRNCA.** "CRNCA" means the Colorado Nonprofit Corporation Act, C.R.S § 7-121-101 et. seq, as it may be amended from time to time.

2.14 **C.R.S.** "C.R.S." or "CRS" means the Colorado Revised Statutes as may be amended from time to time.

2.15 **Common Elements.** "Common Elements" means all portions of the Common Interest Community other than a Unit. All Common Elements shall be General Common Elements unless otherwise set forth in the Declaration as a Limited Common Element or designated as an "LCE" on the Map and the upkeep and maintenance of General Common Elements, except Limited

Common Elements described below, is the responsibility of the Association. The Buildings and the land, including the land lying beneath the Buildings, shall be General Common Elements, except as otherwise set forth in the Declaration or as otherwise depicted upon the Map.

2.16 **Common Expense Assessments.** "Common Expense Assessments" means all Assessments made for Common Expenses, except for Special Assessments and Fines.

2.17 **Common Expenses.** "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association pursuant to this Declaration.

2.18 **Common Interest Community.** "Common Interest Community" means the Property, the Units, and the Common Elements subject to this Declaration and as depicted or otherwise described on the Map. The community consists of thirty-two (32) Buildings and sixty-eight (68) Units.

2.19 **Declaration.** "Declaration" means this Amended and Restated Declaration and the Map, together with all amendments thereto.

2.20 **Fines.** "Fines" means any monetary penalty imposed against a Unit Owner because of a violation of this Declaration, the Bylaws, the Policies, or the Rules and Regulations by such Unit Owner or resident, as well as any visitor, guest, invitee, or tenant of a Unit Owner.

2.21 **General Common Elements.** "General Common Elements" means all tangible physical properties of, and other appurtenant interests associated with, the Property, except the Limited Common Elements and the Units.

2.22 **Limited Common Elements.** "Limited Common Elements" are those portions of the Common Elements allocated by this Declaration, the Map, or the Act, or identified upon the Condominium Map as "LCE," for the exclusive use of one or more Units, but fewer than all the Units. The Limited Common Elements include, but are not limited to:

- (1) Any chute, flue, duct, wire, conduit, pipe, bearing wall, column, or other fixture which lies partially within and partially outside the designated boundaries of a Unit (as defined below) any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit;
- (2) All utilities within each Unit and within the interior walls of each Unit, including but not limited to communications equipment and wiring, electrical wiring and service, water pipes and service, plumbing, gas lines and service, heating and air conditioning units (including air conditioning condensers and heat pumps located outside a Unit but connected to it);
- (3) Hot water heaters and tanks, furnaces, and air conditioners;
- (4) Unit windows and screens, doors, floors and subfloors, insulation of a Unit, interior wall coverings, and floor coverings;

- (5) Walls within a Unit, all interior drywall;
- (6) Radon mitigation systems and sump pumps;
- (7) All doorsteps, stairways, landings, sidewalks, porches, patios, and decks;
- (8) Any utility service lines (including sewer lines) and any other fixtures and equipment designed to serve a single Unit or fewer than all the Units in a building shall be deemed Limited Common Elements;
- (9) Any utility service lines (including sewer lines) serving one or more Buildings, or one or more Units in a building, shall be Limited Common Elements for that Building or those Buildings and Units;
- (10) Driveway bibs (asphalt paving immediately in front of garage doors up to the point where they connect with common driveways servicing multiple Units) for a Unit shall be a Limited Common Element for that Unit. All driveways serving multiple Units are General Common Elements; and
- (11) Any and all exterior upgrades to Buildings which have been installed by the Owner with Board approval that are attached to Limited Common Elements, including awnings, security systems or cameras, house ventilation systems, skylights, air conditioning compressors, and exterior lights.

None of the Limited Common Elements may be changed to General Common Elements without a prior unanimous vote of the voting members of the Association, in which event the vote shall be whether or not to adopt a specific plan to allocate any of the Limited Common Elements to General Common Elements. The Association Board of Directors may adopt Policies, Rules, and Regulations governing the use of any or all Common Elements, provided such Policies, Rules, and Regulations shall be uniform and nondiscriminatory, and not conflict with the Declaration, Map, or amendments thereto, or with applicable law.

2.23 **Map.** "Map" and "Condominium Map" means the condominium map of the Common Interest Community. The Map shall be made in compliance with C.R.S. §38-33.3-209, as may be amended from time to time. Map shall refer to the originally recorded Map of the Property with Larimer County, Colorado, and any supplemental maps thereto. Subject to the provisions of the Act, the Map shall have the location and dimensions of the vertical boundaries of each Unit, that Unit's identifying number and the location and dimensions of Limited Common Elements, including porches, balconies, and patios. The Map shall show any encroachments on any of the Common Elements, and a description of all easements serving or burdening any portion of the Common Elements. All maps shall contain the certificate of a Colorado registered land surveyor, including that it was made under the surveyor's supervision or responsible charge and that it was prepared after completion of the improvements, including the Units shown thereon. Any supplements or amendments to the Condominium Map shall be filed for record in Larimer County and refer to the filing information on the initial Map or Declaration and to any previous amendments or supplements thereto.

2.24 **Members.** "Members" means the Owner(s) of a Unit who collectively have one vote for each Unit owned. "Members," "Owners," and "Unit Owners" are synonymous.

2.25 **Mortgagee.** "Mortgagee" means any Person who has a Security Interest in a Unit and who has provided written notice of such interest to the Association. "First Mortgagee" means a Mortgagee who has a First Security Interest in a Unit.

2.26 **Operating Funds or Operations.** "Operating Funds" or "Operations" means the part of the budget allocated for day-to-day, recurring expenses necessary to keep the Association functioning smoothly. These are predictable costs that occur at regular intervals, whether monthly, quarterly, or annually, and are funded as Common Expense Assessments paid by unit Owners. These include such things for which the Association is responsible such as maintenance of the Common Elements, utilities charges that are not separately billed to Unit Owners, management fees, if any, insurance premiums, except for policies insuring Limited Common Elements, legal and accounting fees incurred by the Association, and software and communication tools used in the management to the Association.

2.27 **Owner or Unit Owner.** "Owner" or "Unit Owner" means the Person or Persons who own a legal or equitable fee interest in a Unit but does not include a Person with a leasehold or an interest in a Unit solely as security for an obligation. It is synonymous with "Member."

2.28 **Person.** "Person" means any natural person, corporation, partnership, limited liability company, governmental entity, association, trust, or any other entity or combination thereof.

2.29 **Property.** "Property" means the real property described on **Exhibit A**.

2.30 **Purchaser.** "Purchaser" means a Person, who, by a transfer, acquires a legal or equitable interest in a Unit, other than a leasehold or Security Interest.

2.31 **Policies, Rules, and Regulations.** "Policies, Rules, and Regulations" means any instrument, however denominated, which is adopted by the Board for the regulation and management of the Common Interest Community, including any amendment to those instruments.

2.32 **Reserve Funds or Reserves.** "Reserve Funds" or "Reserves" as used in this Declaration means actual or projected money at a particular point in time that the Association has allocated to defray the costs of expected maintenance, repair, or replacement of major shared components and are funded by a part of the Common Expense Assessment of Unit Owners. Reserve Fund contributions are shown in the association's annual budget adopted pursuant to C.R.S. §38-33-303(4). In most cases, the expenditure of Reserves will be for items expected to last 5 years or longer.

2.33 **Security Interest.** "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as

security, pledge of an Ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation. "First Security Interest" shall mean and refer to a Security Interest in a Unit prior to all other Security Interests except the Security Interest of the Association for payment of Assessments granted priority by the Act; the Security Interest for real property taxes and assessments made by Larimer County, Colorado, or the Security Interest of other governmental authorities that have jurisdiction over the Common Interest Community.

2.34 **Special Assessment.** "Special Assessment" means, in addition to the annual Common Expense Assessments, one or more Assessments that the Board may recommend, in any fiscal year, for the purpose of defraying, in whole or in part, the Common Expenses (including Building Specific Expenses) for any construction, reconstruction, maintenance, repair or replacement of any Common Elements, and any Limited Common Elements allocated to more than one Unit. Such Special Assessment will be payable over such period of the time as approved by the Voting Members. Any Special Assessment for Common Expenses requires the approval of a simple majority of Voting Members attending a meeting in person or by proxy at which Special Assessments are on the agenda and considered. A Unit Specific Assessment relates to only Limited Common Elements of a specific Unit or Units, in which case, it will be added to the Common Assessments by act of the Board for that Unit or those Units only in accordance with Section 5.6, below.

2.35 **Unit.** "Unit" or "Condominium Unit" means an individual air space together with the appurtenant undivided interest in the Common Elements which shall be appurtenant to such Unit. A Unit includes the garage interior, crawl space, attic space, all cabinets, doors, trim, furring, wallboard, windows and screens, drywall, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring, carpet, ceiling tile, and any other materials making up any other part of the finished surfaces thereof. All spaces, interior partitions (excluding bearing walls), and other fixtures and improvements within the boundaries of the Unit are a part of the Unit. All Units shall have access to a public street to include a common driveway shared by multiple Units.

2.36 **Voting Member.** "Voting Member" means the Member of each Unit who the Members owning a Unit have chosen to cast their one vote per Unit owned. Unless the law or this Declaration requires the approval or consent of all or a supermajority of all Members to take action, for a vote on behalf of the Members owning a Unit to be counted, the Voting Member must attend a scheduled meeting in person or by proxy, as set forth in the Bylaws.

SECTION 3. DESCRIPTION OF COMMON INTEREST COMMUNITY

3.1 **Property Subject to Common Interest Community.** All Property within the Association included in **Exhibit A** hereto shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the easements, covenants, conditions, and restrictions set forth in this Declaration, which are for the purpose of protecting the value and desirability of the Property. Such easements, covenants, conditions, and restrictions shall run with the land, and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property or any portion thereof, their heirs, personal representatives, successors, and assigns. Additionally, all said Property is hereby submitted to the provisions of the Act. To the extent this Declaration is silent on a matter covered by the Act, it is intended that the provisions of the Act

apply. In the event the Act is repealed, the Act shall remain applicable for purposes of Association governance and administration, and this Declaration shall function as the Act was in effect on the effective date of such a repeal.

3.2 **Legal Description.** The legal description of the Property included in the Common Interest Community is set forth in attached **Exhibit A**.

3.3 **Boundaries/Description of Units.** The boundaries and the identifying number of each existing Unit are set forth on the Map of the Property. Each Unit, the appurtenant undivided interest in the Common Elements, and the appurtenant use of Limited Common Elements, shall comprise one Unit, shall be inseparable and may be transferred, leased, devised, or encumbered only as a Unit. Any instrument affecting a Unit shall describe it as follows:

Condominium Unit _____, Building _____, Park River West Condominiums, according to the Condominium Map of Park River West Condominiums, (Supplemental Map ____, Phase ____) recorded on the _____ day of _____, _____, at Reception No. _____, as defined by the Condominium Declaration for Park River West Condominiums, recorded on May 21, 2002 at Reception No. 2002056084, in the office of the County Clerk and Recorder, Larimer County Colorado, subject to the terms, conditions, provisions, obligations, and restrictions of said Declaration and all amendments thereto or restatements thereof filed of record in Office of the Clerk and Recorder, Larimer County, Colorado.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, lease, encumber, devise, or otherwise affect not only the Unit, but also the appurtenant undivided interest in the Common Elements.

3.4 **Colorado Forms of Ownership.** A Condominium Unit may be held and owned in any manner recognized under the laws of the State of Colorado.

3.5 **Easements.** An easement is hereby granted to the Association through the Common Elements as may be reasonably necessary for the purpose of discharging any of the Association's obligations or exercising any special Association rights. Further, there is hereby created an easement upon, across, over and under the above-described Property for the installation, replacement, repair and maintenance of all utilities serving any or all the Units or any part of the Common Elements; and for maintenance and repair of any of the Common Elements. This easement is reserved to the Association in, on and over each Condominium Unit and all Common Elements to allow the Association, through its Board of Directors, or its duly authorized agent to affect any desired or necessary installation, replacement, repair or maintenance of any utilities and Common Elements. In addition, easements for any encroachments shall exist so that a Unit Owner shall have no legal liability when any part of the Common Elements encroach upon a Condominium Unit. Such easements shall not be considered or determined to be an encumbrance either on the Common Elements or on the Units, for purposes of marketability of title or otherwise.

3.6 **Common Elements.**

3.6.1 **Identification.** The Common Elements, General and Limited, are defined in Section 2.15 above and as identified on the Map. If there is a conflict between the identification of Common Elements on the Map and any description of Common Elements in this Declaration, the Map shall control.

3.6.2 **Ownership.** The Common Elements, General and Limited, are owned by the Unit Owners in undivided interests. The Owners of each Unit shall have an undivided 1/68th ownership interest in the Common Elements for each Unit owned. No Common Elements, an Owners' interest in the Common Elements, or any part thereof may be conveyed separately from a Unit. None of the Common Elements may be changed to Limited Common Elements without a prior unanimous consent of the Members, which shall set forth a specific plan to re-classify specific General Common Elements to Limited Common Elements. None of the General Common Elements may be conveyed to any person or entity other than to all the Unit Owners and pursuant to the Declaration. Each Unit Owner may use the General Common Elements in common with other Unit Owners.

3.6.3 **Use of Common Elements.** Each Owner may use the Common Elements in accordance with this Declaration and with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other Owners, or third parties who may have rights in the Common Elements. The Board may adopt Policies, Rules, and Regulations governing the use of the Common Elements as provided under Section 4.6 below.

3.7 **Limited Common Elements**

3.7.1 **Identification of Limited Common Elements.** Limited Common Elements are defined in Section 2.21 above and are depicted on the Map by Unit Number.

3.7.2 **Ownership.** Subject to the terms and conditions herein and the Act, Unit Owners shall have fee simple title to a Unit.

3.7.3 **Use of Limited Common Elements.** Subject to the Act and the provisions of this Declaration, use of Limited Common Elements shall be restricted exclusively to the Owners of the Units to which such Limited Common Elements are assigned. The Association shall also have access to or an easement through, over, and/or across any Limited Common Elements as necessary to perform its maintenance obligations under this Declaration. The Board may adopt Policies, Rules, and Regulations governing the use of the Limited Common Elements, provided such Policies, Rules, and Regulations shall be uniform and non-discriminatory and shall not conflict with this Declaration.

3.8 **Non-Partitionability.** The Common Elements shall remain undivided, and neither an Owner nor the Association may bring any action for partition or division of the Common Elements. Neither the Association nor the Owners of a Unit shall not, by act or omission, seek to abandon, lease, sell or transfer the Common Elements, except that an Owner may transfer his/her

undivided interest appurtenant to a Unit upon the sale of transfer of that Unit. The granting of easements for public utilities serving this Property by the Board consistent with the intended use of this Common Interest Community shall not be deemed a transfer within the meaning of this section, and the Board shall have the power to do so.

3.9 **Change of Common Elements to Limited Common Elements.** The rights of Members to a 1/68th interest in the Common Elements are permanent in nature and may not be altered without the unanimous consent or recorded vote of the Members. For the protection of all Unit Owners, consent may be obtained by getting the written signature of all Members on an Agreement, Consent, and Authorization, authorized by the Board, that specifically describes the alteration and any estimated costs associated therewith, such as revising the Map.

3.10 **Units Subject to Separate Assessment and Taxation.** Each Unit shall be subject to separate real property assessment and taxation. All taxes and assessments for a Unit which are not paid and become a lien shall become a lien only against the individual Unit for which the delinquency exists, and not against the Property as a whole or against any other Unit.

3.11 **Conflict Between Declaration and Map and the Act.** The Declaration and Map are intended to comply with the Colorado Common Interest Ownership Act. If there are any conflicts between the Declaration and Map and a provision of the Act and the Act expressly supersedes such conflicting provision of the Declaration or Map, the provisions of the Act shall control. In the event of any conflict between this Declaration and any other Association document, this Declaration shall control.

SECTION 4. ASSOCIATION GOVERNANCE

4.1 **Members.** Every person or entity, who or which is a record Owner of a fee or undivided fee interest in a Unit, shall be a Member of the Association. The foregoing shall not be construed to include any person or entities that holds a security interest in a Unit. Membership shall be appurtenant to and may not be separated from Ownership of any Unit. A Member may not resign and remains a Member until divested of Ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership.

4.2 **Member Duty to Keep Contact Information Current.** All Unit Owners shall notify the Secretary or President of their Unit number, current name, mailing address, telephone number of the unit owner or designated contact, cell phone number(s) or that of a designated contact capable of receiving text messages, email address or that of a designated contact, and any other requested contact information made by the Association upon purchasing the Unit or in the event of a change in the previously furnished information. Members renting a Unit shall also provide the Secretary or President of the Association with the current name, mailing address, cell phone contact number, email address, and any other requested information of long-term tenants, and that of the principal agent or representative to be contacted by the Association in the event it has any reason to do so. For those Units having short-term rentals, Owners are responsible for assuring that all short-term occupants are registered by name, address, cell phone number, and email address with their principal agent or representative and such information shall be readily available to the City or any other appropriate regulatory entity upon request.

4.3 **Membership Meetings.** There shall be an annual meeting of the Members held in August of each year. The specific date and time shall be scheduled by the Board of Directors under the Bylaws. At the annual meeting, a budget for the Association shall be voted upon and Directors shall be elected. The Bylaws shall set forth the process and requirements for conducting annual and special meetings of the Members of the Association. Any meeting of Members may be held electronically by shared video call, such as Zoom or Teams, or other similar electronic means.

4.4 **Meeting Notices.** Not less than ten nor more than fifty days in advance of any meeting of the Unit Owners, the secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the Unit Owner, unless the Act permits notices to be given electronically or provided by other remote communication in lieu of being sent by mail. The notice of any meeting of the Members shall be posted on the Association website, to the extent that such posting is possible and practical, in addition to any electronic posting or electronic mail. If a Member has provided the Association with a current email address, notice shall also be given by sending the notice and any required attachments to that address. In the case of a special meeting of Members, notice shall be electronically given as soon as possible at least ten (10) days before the meeting. Notices shall include the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or Member of the Board of Directors, and any other proposed actions to be taken. Any proposed agenda or action to be taken may be modified or changed by majority vote of Voting Members taking part at such meeting.

4.5 **Voting Rights of Members.** The Association shall have only one class of voting Membership. When more than one person or entity holds an Ownership interest in any one Unit, all such persons shall be Members, provided, however, there shall be only one vote allowed for each Unit. Unless otherwise communicated in writing to the Secretary of the Association in advance of any vote at an annual or special meeting of the Membership, it shall be presumed by the Association that the person or entity voting has full authority to do so on behalf of that Unit. Fractional voting or cumulative voting of an interest in a Unit shall not be allowed. Voting procedures shall be as designated in the Bylaws. Matters requiring a vote of either the Board of Directors or the Association membership shall be by simple majority vote unless a different vote is required herein, by the Act, by the CRNCA or by the Association Bylaws.

4.6 **Board of Directors.** The Board of Directors shall be responsible for the day-to-day management of the Association. Each Board member shall have one vote in all Board of Directors matters. The process for selecting the Board of Directors, the conduct of their meetings, its powers, its duties and responsibilities, and other matters related thereto, shall be stated in the Bylaws. The Board has the right to contract for the maintenance of General Common Elements and for management services. Any contract for management services shall be for no more than one year at a time and shall allow for the termination by either party upon ninety days or less notice, without cause and without payment of a termination fee.

4.7 **Association Powers and Authority.** The Association shall manage the business and affairs of the Common Interest Community. To manage the Common Interest Community business the Association shall have and may exercise with regard to the Common Interest Community all powers and authority of a Unit Owner's association under the Act, this Declaration, the Bylaws, and all other governing documents of the Association, specifically including and without limitation: (i) the power to adopt and amend budgets for revenues, expenditures, and reserves; (ii) the power to collect Assessments for Common Expenses from the Owners of Units within the Common Interest Community; (iii) subject to the prior approval of fifty-one percent (51%) of the Membership, the power to borrow funds, where, in the reasonable discretion of the Board, such funds are needed to fulfill the Association's obligations under this Declaration, including, but not limited to, defraying the costs repair to the Common Elements or the Limited Common Elements; (iv) the power to assign, pledge, and/or hypothecate its right to future income, including the right to receive Common Expense Assessments, provided the Association determines that such assignment will not impair the ability of the Association to perform its duties under this Declaration, as security for any loan; (v) the power to set fees and assess costs for management expenses associated with a Unit; and (vi) the power to initiate legal proceedings for the collection of unpaid Assessments, Fines or other costs or fees, or to enforce the provisions of this Declaration, subject to the requirements of the Act. Additionally, the Association, acting through its Board, shall have the power, after notice and an opportunity to be heard, to levy Fines and penalties for violations of any provision of this Declaration, the Bylaws and Policies, Rules, and Regulations. The remedies for collection of any such Fines and penalties shall be as set forth herein.

4.8 **Bylaws.** The Association shall adopt Bylaws detailing the management and operations of it. Changes mandated by law or changes in law, or minor clerical amendments or restatements and non-substantive Bylaw amendments, affecting the rights of Members, may be made by the Board. In all other cases, Bylaws shall be subject to approval of a simple majority of Voting Members attending, in person or by proxy, a regular or special meeting of Members at which Bylaws are considered.

4.9 **Policies, Rules, and Regulations.** The Board may adopt Policies, and Rules and Regulations governing the use of Common Elements, rental of Units, or as otherwise required by the Act, provided such Policies, and Rules and Regulations are uniform and non-discriminatory and are not in conflict with this Declaration, the Map, or applicable law. Such Policies, Rules, and Regulations shall be in the interests of the Common Interest Community including, but not limited to, its safety, the peaceful enjoyment of property, financial management, and architectural uniformity..

SECTION 5. ASSOCIATION FINANCES

5.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

5.2 **Budget.** Each year the Board shall prepare an advanced annual budget for the Association, having an estimate of the total amount which the Board considers necessary for Operations and Reserves for the ensuing year. The Board shall send a copy of the proposed budget to at least one Owner of each Unit no less than thirty days prior to the annual membership meeting and the agenda therefor, which shall include the budget discussion. The date of the membership

meeting shall not be less than thirty days nor more than fifty days after the date of the mailing or giving said notice. Unless at that meeting a majority of the Voting Members present reject the budget, the budget shall be considered ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the budget last adopted shall continue until such time as a new budget is adopted. Said budget shall be the basis for determining each Unit Owner's contribution for Operations, Reserves, and any Assessments shall be based thereon.

5.3 **Delay in Preparation or Adoption of Budget.** Any delay in the preparation or adoption of an annual budget for any year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay its assessed share of the Common Expenses, and in the meantime each Owner shall continue to pay the Assessment for Common Expenses based upon the last adopted budget until the new budget is adopted.

5.4 **Reserves and Reserve Studies.** At least every five years, the Association will contract with an experienced Colorado organization to conduct a reserve study, based on a physical inspection and financial analysis, for the portions of the community maintained, repaired, and improved at Association expense. The reserve study will evaluate current reserves held by the Association, estimate future capital expenses, and project whether current and expected future reserves will meet those expenses. The Board will consider, but is not bound by, the recommendations of the Reserve Study for making Common Assessments for Reserves. Reserve funding shall be included in the annual budget, included in annual dues Assessments made by the Association, and at least annually reported to Unit Owners. Operational accounts and Reserve accounts shall be kept separately.

5.5 **Assessment Statements.** Assessment statements shall be mailed or electronically delivered to Unit Owners not later than December 15th of each calendar. All Common Expense Assessments shall be equal. Assessments shall be payable quarterly unless otherwise authorized by the Board.

5.6 **Collection and Deposit of Assessments.** All sums collected by the Board of Directors with respect to Assessments shall be deposited separately in Operating Accounts and Reserve Accounts as shown in the budget. No interest must necessarily accrue on the accounts or funds. Any surplus funds of the Association remaining after the payment or provision for Common Expenses and any prepayments of or provision for Reserves shall be retained by the Association as Reserves and need not be paid to the Owners in proportion to their Common Expense liability or credited to reduce their future Assessments.

5.7 **Special Assessments.** By majority vote of the Voting Members attending a regular or special meeting of the Members at which Special Assessments for Common Expenses are proposed by the Board, the Association may levy Special Assessments for Common Expenses for non-routine items to cover unexpected or non-budgeted expenses. Special Assessments for Common Expenses are intended as a one-time temporary fee imposed on Unit Owners to cover major repairs or replacements to Common Elements not covered by insurance, emergency expenses not foreseen at the time of budgeting, and capital improvements not covered by Operating or Reserve funds. Special Assessments may only be levied by giving Unit Owners thirty (30) days' advance notice of the meeting at which they are being considered which notice shall set forth the amount of the proposed assessment, the reasons for it, and any payment schedule that is being

proposed. A Unit Specific Assessment is authorized by this Declaration and may be levied against a specific Unit by the Board for Building Specific Expenses and any other costs or expenses incurred by the Association specific only to a Unit or class of Unit; and shall be added to assessment statements for the affected Unit(s) only.

5.8 **Unit Specific Assessments.** All Fines or charges assessed against an Owner pursuant to the Association Documents or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, including Building Specific Assessments, shall be a Unit Specific Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Unit Specific Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

5.9 **Due Date for Assessments and Delinquency.** Assessments are due on the first day of each calendar quarter, unless a Unit Owner elects to pay them annually at the beginning of each calendar year. The Board of Directors shall take prompt action to collect any portion of the Assessments for Common Expenses due and owing from any Unit Owners which remain unpaid for more than thirty (30) days from the due date thereof, as allowed by the Act and subject to any Collection Policy then in effect. The due date for any Special Assessment or Unit Specific Assessment shall be as set forth in the notice of same.

5.10 **Allocation of Utilities.** There are five water meters; a separate meter for each Unit for electricity and natural gas; and the sewer district will bill the Association but with individual Units indicated thereon. Water will be a Common Expense since it is not separately metered and will be included as an Operations expense in the budget. Any utilities that are or can be separately metered and/or billed to a Unit will be the responsibility of Unit Owners.

5.11 **Effect of Sale or Transfer of a Unit.** In the event the Ownership of a Condominium Unit commences on a day other than the first day of the assessment period, the Assessment for that period shall be prorated. Upon the sale of a Unit, the previous Owner and the new Owner shall be jointly and severally liable for the payment of any unpaid Assessment for Common Expenses. Upon written request for a statement of account by an Owner, by a title company on behalf of a purchaser, or by a lienholder, the Board of Directors or the officer designated thereby shall furnish a written statement of the amount of any unpaid Assessments, the amount of the current Assessment, and the dates that Assessment were due, with regard to that Unit. A reasonable service fee as established by the Board may be charged for the furnishing of said statement. The Board may request a copy of the lien prior to furnishing a statement to a lienholder. In any event, no director or officer shall be liable to any Unit Owner for furnishing said statement, even if it is erroneous. A copy of the statement shall also be electronically delivered or mailed to the Unit Owner at the same time that it is furnished.

5.12 **Owner Delinquency for Unpaid Assessments, Fines and Fees.** With regard to a Unit Owner's delinquency in paying Assessments, Fines or Fees, the Board shall adopt responsible Policies, Rules, and Regulations complying with the provisions of C.R.S. 38-33.3-209.5, as it may be amended from time to time. Once such policy has been followed, all sums assessed but unpaid which are chargeable to any Unit as herein provided, shall constitute a lien on such Unit. Prior to

the recording of any Assessment lien, the Board of Directors shall give written notice to the Unit Owner that a lien is about to be filed; the amount of the unpaid Assessment or Assessments, accrued interest and any costs and charges pursuant thereto, to date, with an interest per diem, and that the Owner has thirty days subsequent to the date of the delivery or mailing of that notice with which to pay the Assessment. To evidence the lien, the Board of Directors shall prepare a written notice of lien in the name of the Association, dated and setting forth the amount of the unpaid indebtedness and the period involved, a description of the Unit, and the name of the Unit Owners. Such notice of lien shall be signed by an Association officer designated by the Board on behalf of the Corporation and shall be recorded in the Larimer County records with a copy thereof mailed to that Unit Owner at that time. Such lien shall attach and be effective from the due date of the Assessment until all sums, with interest and other charges thereon as herein provided, shall have been fully paid. Subject to the provisions of the Act, the Association shall be entitled to add reasonable costs and attorney fees incurred in preparing, giving notice, and filing the lien. Upon payment the Association shall record a release of the lien, and the Unit Owner shall reimburse the Association for reasonable attorney fees and costs associated therewith.

5.13 **Enforcement of Liens.** Such lien, unless solely for Fines or for the collection of attorney fees that the association incurred in connection with such Fines, may be enforced by the foreclosure of the defaulting Unit Owner's Unit by the Association in like manner as a mortgage on real property is foreclosed pursuant to Colorado law. In any such foreclosure proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorney fees incurred as a result thereof. The Association shall be entitled to any rents from the Unit being foreclosed during the foreclosure period. The Association shall have the authority to bid on the Unit at the sale or take a deed in lieu of foreclosure. For the purpose of any foreclosure, all Owners submit to the venue and jurisdiction of the courts in and for Larimer County, Colorado.

5.14 **Assessments Are Personal Debt of Unit Owner.** The amount of the Common Expense, any Special Assessment, and any Unit Specific Assessment, assessed against a Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses or Unit Specific Expense by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit, or by agreement with other Unit Owners.

5.15 **Notification of First Mortgagee or Deed of Trust Holder.** The holder of a first mortgage or deed of trust, upon request, shall be entitled to written notification from the Association Board of any default in the performance by an individual Unit Owner/borrower of any obligation under this Declaration or other Association documents not cured within sixty days. The holder of a first mortgage or deed of trust who obtains title to a Unit pursuant to foreclosure or deed in lieu of foreclosure will not be liable for more than six months of unpaid Assessments for the Unit involved, which Assessments accrued prior to the acquisition of title of the Unit by said holder.

5.16 **Penalties for Default in Owner Payment of Assessments.** In the event of default in the payment of any Assessment, a Unit Owner shall be obligated to pay interest at the rate of 8% per annum, or such greater rate as may be permitted by law not to exceed 16% per annum, on the amount of the delinquent Assessment commencing ten days subsequent to the due date thereof, together with all costs and expenses, including reasonable attorney fees, incurred by the Board of

Directors in the collection of the same. Suit to recover a money judgment for unpaid Assessments may be maintained by the Association through the Board of Directors without foreclosing any Assessment lien as hereinafter provided, and any such suit shall not be a waiver of said lien. For the purposes of any such suit to recover a money judgment or to foreclose any Assessment lien as herein provided, all Unit Owners are subject to the venue and jurisdiction of the courts in and for the County of Larimer, State of Colorado. As provided herein, the foregoing shall not prevent the Association Board from bringing an action on account owing.

5.17 **Right of Owners to Examine Books and Records.** Owners shall have the right to examine all statutorily required books and records of the Association at all reasonable business hours, upon advance written request to the Association's Secretary or registered agent according to and in the manner provided in C.R.S. § 38-33.3-317, as it may be amended from time to time, and any policies governing the inspection and copying records adopted by the Board.

SECTION 6. PROTECTIVE COVENANTS, CONDITONS AND RESTRICTIONS

6.1 **Creation of Covenants, Conditions and Restrictions.** The following covenants, conditions and restrictions upon use and occupancy of and against and upon each Unit and the Common Elements are hereby created and established. The Board may grant variances from any of the restrictions set for in this Section 6 to overcome practical difficulties so long as the variance will not be detrimental to the condominium community or Property. The Board may adopt Policies, Rules, and Regulations to interpret, effectuate, and enforce the provisions of this Section 6.

6.2 **Occupancy Restriction.** All Condominium Units are restricted to one single-family residential dwelling, occupancy, and use, only. For this purpose, "single family" shall mean persons related by blood, marriage, or adoption; and, not more than six adult persons (age 12 or older) and two persons under the age of twelve.

6.3 **Rental of Units.** Units may be rented or leased. No on-site rental management company will be allowed anywhere on the Property, including within any Unit. It shall be the responsibility of the Unit Owners to adhere to rules governing the rental of Units and to require all tenants renting from them to comply with the Declaration, Map, and Association Bylaws and Policies, Rules, and Regulations adopted by the Board. Long-term rentals shall be rentals of not less than three months, unless a shorter period is approved by the Board, in its absolute discretion, for extraordinary circumstances, and short-term rentals in City licensed Units must be not less than two nor more than twenty-nine (29) consecutive calendar days.

6.4 **Animals and Pets.** No animals, birds, reptiles, livestock or poultry of any kind or nature whatsoever shall be kept with any Unit or upon the Property; except two household pets per Unit belonging to the Owner or long term tenant: provided, however, such household pets shall not be raised, bred or kept for any commercial purposes, and shall be kept within the Unit or on a leash when outside the Unit. No dog or pet run or enclosure shall be allowed at any location,

including on any deck or patio. Pet Owners shall clean up after their pets when the pet is upon the Common Elements, and the Board of Directors may impose reasonable fines relative thereto pursuant to the Act, after notice and opportunity to be heard.

6.5 **No Storage Outside Units.** No trash, rubbish, equipment, or material of any nature whatsoever shall be stored on the outside of any Unit.

6.6 **Hot Tubs.** Hot tubs may be kept only on a first-floor level patio or deck of a Unit and shall be used in a manner as to not be disruptive of the quiet enjoyment of all neighbors and tenants. Unit Owners having them are responsible for the maintenance of hot tubs in a safe, secure, and healthy manner and are responsible for any liabilities and maintenance issues occurring from the use of them.

6.7 **Antennas and Satellite Dishes.** No antennas of any nature whatsoever shall be placed or kept upon the exterior of a Unit or Building, subject to the FCC Over-the-Air-Reception Device Rule ("OTARD Rule") for Limited Common Element areas over which an Owner has exclusive use. Twenty-four inch in diameter satellite dishes may be placed upon the exterior of a Unit after the size and location thereof are first approved by the Board of Directors.

6.8 **Vehicle Limitations.** No trailer of any type, including but not in limitation, camper-trailer, horse-trailer, or utility trailer; camper shell; boat; motorhome; or any type of recreation vehicle, shall be kept any place upon the Property unless the same is kept in an enclosed garage. Not more than two motor vehicles (cars or pick-up truck $\frac{3}{4}$ ton or smaller) shall be kept by a Unit Owner outside of the Unit garage. No inoperative or unlicensed motor vehicles shall be permitted to remain upon the Property, unless the same is kept within a garage. No vehicle shall be parked on driveway bibs that encroaches upon the common driveways serving multiple Units and overnight occupancy of vehicles parked on driveway bibs is not permitted. No Owner, agent, guest, or occupant of a Unit shall park or obstruct the driveway bibs of another Unit unless specific permission is given to do so by the Unit.

6.9 **Signs.** To the extent permitted by the Act, the Association permits signs within the boundaries of the Unit or in a window of the Unit. Signs shall not be located outside the Unit or upon any of the Property and any Common Element, with the exception of one sign advertising the Unit for sale by the Owners or by a realtor, so long as any such sign does not exceed four square feet in size and is attached to or immediately in front of the Unit. To the extent permitted by the Act, the Association can establish reasonable, content-neutral sign regulations based on the number, placement, or size of the signs or on other objective factors. Provided, however, the Association shall erect and maintain the condominium development identification sign on the Property.

6.10 **Quiet Enjoyment of Property.** The Board of Directors may adopt reasonable, uniform Policies, Rules, and Regulations concerning noise and nuisance control.

6.11 **Exterior Lighting.** No exterior lighting, including methods of illumination and type and design of light poles or standards, shall be permitted unless approved, in advance, by the Board of Directors, except low illumination porch and door lights. All lights shall be downcast. Special seasonal lights and decoration shall be removed within thirty days after the holiday. The

Board of Directors may adopt Policies, Rules, and Regulations concerning seasonal lights and decorations.

6.12 **Garages.** Garages may not be converted into living or storage areas. Garages shall be kept available for the parking of vehicles therein.

6.13 **Fences.** No fence or barrier of any kind shall be constructed upon the Property, without the prior approval of the Board. Provided, however, the Association may install a perimeter fence around the Property which shall leave openings for wildlife migration. In no event shall any chain-link, wire or metal fence be used or allowed.

6.14 **Clothes.** There shall be no clotheslines or hanging of clothes outside of a Unit.

6.15 **Windows and Window Coverings.** Unless a variance is granted by the Board, all window covering shall be white or off-white, as viewed from the exterior of the Unit.

6.16 **External Structures.** No playhouses, playgrounds, sheds, or greenhouses shall be constructed or placed upon the Property. With the consent of fifty-one percent (51%) of the Voting Members and, provided it be for the use of all Owners, the Association may construct a fenced in and appropriately landscaped structure for the storage of common use landscaping equipment and the short-term deposit of yard waste from all Common Elements.

6.17 **Commercial Use of Property.** No home occupations will be allowed which are in violation of the Act, Estes Valley Development Code or Town of Estes Park ordinances. Unless contrary to such local codes, nothing herein shall prohibit Owners from working from their Units in such a manner that does not routinely bring customers to the Property.

6.18 **No Impairment of Insurance Coverage.** No Unit Owner shall permit any use of his Unit or make use of Common Elements which would increase the cost of or invalidate either the Unit Owner's or the Association's insurance coverage.

6.19 **Thermostats.** Unit Owners shall keep their Unit thermostat set no lower than fifty degrees Fahrenheit.

6.20 **Prohibition on Timeshares.** No timeshare estates shall be created with respect to any Unit.

6.21 **Unsafe or Hazardous Activities.** No activities shall be conducted with any Unit or upon the Property which are or might be unsafe or hazardous to any person or property. No hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit except such as may be contained in household products normally kept at home for use for the residents thereof and such limited quantities as not to constitute a hazard or danger to person or property.

SECTION 7. MAINTENANCE RESPONSIBILITIES AND RISK OF LOSS

7.1 **Common Element Maintenance.** Maintenance, upkeep, repair, and risk of loss of all Common Elements shall be by and at the expense of the Association, unless damage is caused thereto by a Unit Owner, his, her, their or its family, guests, invitees, tenants or agents, and the same is not covered by the Association's insurance. The Board of Directors shall make certain that any contractor that works on the Common Elements is carrying general business liability insurance and complying with and has required insurance under the workers' compensation laws of the State of Colorado.

7.2 **Limited Common Element Maintenance.** Maintenance, upkeep, repair, and risk of loss of all Limited Common Elements shall be by and at the expense of the Unit Owner or Owners to which the Limited Common Elements are appurtenant unless damage is caused thereto by the Association. Where a Limited Common Element is shared by two or more Owners (such as a Sewer Line) any costs attributable to the repair and maintenance thereof shall be shared equally by the affected Owners. To maintain consistency and uniformity throughout the Property, all exterior surfaces of any Limited Common Element shall be stained or painted by and at the expense of the Association and driveway bibs will be maintained by the Association. The cost incurred by the Association for damage repair to a driveway bib caused by excess vehicle weight, snow removal, and Owner or tenant neglect or use or abuse shall be that of the Owner and assessed against the Owner. A Unit Owner shall be responsible for keeping the Limited Common Elements appurtenant to its Unit clean and in good repair. A Unit Owner shall do no act or work that will impair the structural soundness or integrity of a Unit or the Building in which it is located. If a Unit Owner fails to maintain the Limited Common Elements appurtenant to their Unit or keep the same clean, after thirty days advance written notice of its intent so to do, the Board may do so and assess the expense therefor against the Unit Owner. Any such unpaid Assessment may become a lien and be collected as provided herein regarding Common Expense Assessments.

7.3 **Mechanic's Liens and Indemnification.** No labor performed or materials or services furnished to a Unit by the Unit Owner's agent, contractor or subcontractor, with or without the consent of a Unit Owner, shall be the basis for filing of any lien against the Common Elements (except the Unit's undivided interest therein), or against any other Unit the Owner of which did not expressly consent to the labor, service, or material. Each Owner shall indemnify and hold harmless, the Association, the other Units, and other Owners from and against all liability arising from such a claim or lien against their Unit, including reasonable costs and reasonable attorney fees.

7.4 **Architectural Control Committee.** The Board shall serve as an Architectural Control Committee concerning any exterior changes to any Building, and any decision thereof shall be final. The Architectural Control Committee shall act with the objective of keeping property within the Association architecturally uniform and consistent in appearance throughout. A Unit Owner may not change the appearance of the exterior of his Unit, without the prior written consent of the Board.

7.5 **Damage, Destruction or Obsolescence of Association Property.** The following provisions apply in the event of damage, destruction, or obsolescence of Association Property.

7.5.1 **Cooperative Objective.** In the event of the damage or destruction of all or part of any Common Elements or any Limited Common Elements, the Board and Unit Owners will work cooperatively with each other to repair or restore the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. The Association is responsible for the costs of repairing or replacing that portion of the Common Elements as defined in Section 2.15 above and the Unit Owner shall be responsible for the costs of repairing or replacing that portion of the Limited Common Elements as defined in Section 2.21 above. Any insurance proceeds, deficiencies, or Assessments shall be allocated to respective parties in proportion to such losses attributable to Common Elements and Limited Common Elements.

7.5.2 **Protection of Property and Filing of Insurance Claims.** Unless such damage or destruction is minor, after damage or destruction of a Unit occurs, the Association and Unit Owner shall promptly, in coordination with their respective insurers, preserve and protect the Unit from further damage or destruction and promptly file claims with their respective insurers to procure insurance coverage for their respective losses.

7.5.3 **Board Given Power of Attorney.** Unless the Association agrees with a Unit Owner otherwise, in writing, at the time of damage, destruction or obsolescence of property, all of the Unit Owners irrevocably constitute and appoint the Board their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their property upon its damage, destruction or obsolescence as is herein provided. As attorney-in-fact, the Association Board shall have full and complete authority, to cause repairs or replacement to be done and the right and power to make, execute, deliver and perform any contract with respect to the interest of a Unit Owner which may be necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used herein means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each Unit and the Common Elements having substantially the same dimensions and boundaries as before. The proceeds of any insurance shall be available to the Association Board for the purpose of repair or replacement as provided herein. In order to ensure consistency and safety the Board must approve plans for repairs or replacement under its Architectural Control power.

7.5.4 **Application of Insurance Proceeds.** In the event of damage or destruction due to fire or other casualties, the insurance proceeds shall be proportionately applied by the Board, as attorney-in-fact, to such repair or replacement as the respective applicable insurance policies of the Association and the Unit Owners require.

7.5.5 **Insurance Deficiency.** If the proceeds of insurance from either Association Insurance for Common Element damage or Unit Owner insurance for Limited Common Element damage, are insufficient to pay the estimated or actual cost of such repair, replacement or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, if permitted under the Act, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide

funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in a like manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction. Such deficiency Assessment shall be at an amount reasonably determined exclusively and finally by the Board (after consulting with such Unit Owner, appraisers, and others as it deems appropriate) and shall be due and payable within ninety days after written demand. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or replacement of the improvements, using all the insurance proceeds for such purposes, despite the failure of an Owner to pay the Assessment. The Assessment provided herein shall be the debt of the affected Owner as aforesaid, a lien on their Condominium Unit, and may be enforced and collected as provided herein. In addition the Board, as attorney-in-fact, shall have the absolute authority, right and power to sell the Unit of any Owner refusing or failing to pay such deficiency Assessment within the time provided, and if not so paid the Association shall cause to be recorded in the county record a notice that such Unit shall be sold by the Association through the Board as attorney-in-fact under the provisions hereof. The proceeds derived from the sale of such Unit shall be used and disbursed by the Board as attorney-in-fact in the following order:

- (1) For payment of the reasonable expenses of sale including reasonable attorney fees.
- (2) For payment of or against the balance of any lien of any first mortgage or first deed of trust.
- (3) For payment of or against any county taxes and any Special Assessment in favor of any taxing entity.
- (4) For payment of any unpaid Common Expense Assessments.
- (5) For payment of or against the balance of any junior liens or encumbrances in the order of their priority.
- (6) For reimbursement of the Association of any advancement of any deficiency of the insurance proceeds to cover repair or reconstruction of the Unit.
- (7) The balance remaining, if there is any, shall be paid to the Condominium Unit Owner.

7.5.6 **Obsolescence.** The Owners representing an Ownership interest of 100% of the Units (one vote per Unit) may agree that the Condominium Units, or some portion of the project, is obsolete and may adopt a plan for the renewal and/or reconstruction thereof. If a plan for such renewal or reconstruction is adopted, the expense of the renewal and reconstruction shall be payable by Owners in the manner and proportion as set forth in the plan.

SECTION 8. COMPLIANCE, ENFORCEMENT, AND DISPUTE RESOLUTION

8.1 **Duty of Compliance.** Each Owner shall comply with the provision of the Declaration, the Map, together with the Bylaws of the Association, and any Policies, Rules, and Regulations adopted by the Board. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, and for the reimbursement of all reasonable attorney fees, and reasonable costs, including reasonable expert witness fees, incurred in connection therewith, which action shall be maintainable by the Association through the Board and or by any aggrieved Owner or Owners.

8.2 **Enforcement Procedures.** The Board shall adopt a policy, consistent with applicable law, which shall govern enforcement procedure for violations of this Declaration, Map, Bylaws, and any pertinent Policies, Rules, and Regulations adopted by the Board. The Board shall initially decide if a Unit Owner's violation is significant enough to warrant action under its enforcement policy. A schedule of Fines shall be adopted by the Board and reported in Board minutes at the beginning of each year. The failure of the Board to post a new schedule of Fines in minutes at the beginning of a year will result in the last posting of Fines in minutes staying in effect. Fines shall escalate for first, second, and third or more offenses by an Owner. Fines involving safety or health violations may be determined to be recurrent for each day in which a violation continues, and each separate occasion involving risk to life and property and shall be sufficient to deter violations that put the Association and the Owners at risk. Nonpayment of any Fine within thirty days after the date imposed shall entitle the Board to begin the collection process under its Policies, Rules, and Regulations.

8.3 **Initial Process for Resolving Disputes.** Should any dispute arise between the Association and a Unit Owner pertaining to the provisions of the Declaration, Map or any amendment thereto (including but not in limitation architectural control and variances), with regard to the Association Bylaws or with regard to any rule or regulation adopted by the Board of Directors, then either the Board of Directors or the affected Unit Owner or Owners may request a hearing before the Board of Directors, by giving notice of any such request, which notice shall state the reasons for the request (Mediation). A hearing shall be held within thirty days after the delivery of the notice. The decision of the Board of Directors shall be made within fifteen days after the hearing.

8.4 **Arbitration.** This provision shall not apply to any dispute or action for the collection of amounts due the Association, foreclosure of lien on a Unit as provided herein, or the enforcement of any use restrictions set forth herein. Any other action dispute, claim or controversy between or among the Declarant, the Association, or Unit Owners shall be resolved by binding arbitration as set forth in this section. Provided, however, should the dispute or controversy pertain to the provisions of the Declaration, Map, Association Bylaws, or any rule of regulations adopted by the Board of Directors, the matter shall first be heard by the Board of Directors, in mediation, as set forth in Section 8.3 herein. Such dispute shall be resolved by arbitration following the Colorado Uniform Arbitration Act, C.R.S, Section 13-22-201, et. seq., and the arbitration rules of the American Arbitration Association then in effect. The arbitrator's award, if any, may be entered as a judgment in the District Court for the County of Larimer, State of Colorado. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceedings under this

section. In any arbitration proceeding subject to these provisions, the arbitrator shall be specifically empowered to allow discovery and decide prehearing motions in accordance with those sections of the Colorado Rules of Civil Procedure for district courts. The arbitrator shall be selected following the arbitration rules of the American Arbitration Association; provided however, any arbitrator selected under this section shall be knowledgeable in the subject matter of the dispute.

SECTION 9. INSURANCE

9.1 **Association Insurance Requirements Generally.** To the extent reasonably available, the Association shall obtain and maintain the insurance described in this Section. All such insurance shall be underwritten, to the extent practical, with companies licensed to do business in Colorado covering the risks described below. To the extent practical and available, such insurance shall contain the following provisions for such insurance:

9.1.1 **Waiver of Subrogation.** A waiver by the insurer of any right to subrogation under the policy against a Unit Owner and the Association, its directors, officers, employees, and agents.

9.1.2 **Act or Omission.** An act or omission by a Unit Owner will not void the policy or be a condition of recovery under the policy.

9.1.3 **Severability of Interest.** A "severability of interest" clause shall be included, providing that the insurance cannot be canceled, invalidated, or suspended on account of the negligent or intentional acts of the Association, its directors, officers, employees, and agents.

9.1.4 **Other Insurance.** If there is other insurance in the name of a Unit Owner at the time of the loss which covers the same risk covered by the Association policy, the Association's policy shall provide primary insurance.

9.1.5 **Adjusted Losses.** All losses must be adjusted with the Association as the agent of the Unit Owner.

9.1.6 **Cancellation.** The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed or nonrenewal has been mailed to the Association, to each Unit Owner and to each Mortgagee Security Interest to whom a certificate of memorandum of insurance has been issued, at their respective last known addresses.

9.1.7 **Additional Insureds.** The Unit Owners shall be included as additional insureds on the Association's liability insurance policy but only for claims and liabilities arising in connection with the Ownership, existence, use, or management of the Common Elements, or membership in the Association.

9.2 **Insurance Deductibles.** In order to manage the costs of insurance, the Board shall determine the amount of any deductibles applicable to any insurance policy written. To the extent

the Association settles a claim or claims for damages, it shall have the authority to assess negligent Owners, their families, guests, invitees, tenants, and agents, causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. If more than any one Unit is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the persons sharing in such joint duty or may be partly or wholly borne by the Association, as the Board determines. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question, and the Association may collect the amount from said Owner in the same manner as any Assessment.

9.3 **Property Insurance.** Broad form property insurance, including coverage for fire, vandalism, malicious mischief, all-risk, replacement cost, and building law and ordinance coverage, in amounts determined by the Board to represent not less than the full then current insurable replacement cost of the buildings located in the Project and the Common Elements, but excluding building excavations and foundations if such insurance is not readily available for an affordable premium, as determined by the Board. The Association's property insurance shall also provide coverage for the Units, except for the following components and items which shall be covered by insurance carried by the Owners of each Unit: (1) the finished interior surfaces of the walls, floors and ceilings of the Units; (2) the cabinets, counter tops, lighting fixtures, appliances (regardless of whether such appliances are free standing or built in), other fixtures and other components, elements or materials serving only that Unit; and (3) any betterments and improvements, additions, or alterations to the Units made by any Owner, or on their behalf, at any time following original construction of the Unit. The property insurance coverage the Association will carry on the Units is commonly referred to as "bare walls coverage." Maximum deductible amounts for the property insurance coverage the Association is required to carry pursuant to this Section 9.3 shall be determined by the Board, provided, however, that if an Agency requires specific deductibles, the Board may follow the Agency's requirements. Each Owner shall be responsible for obtaining additional or supplemental insurance coverage as specified in Section 9.9 of this Declaration.

9.4 **Liability Insurance.** The Association shall obtain and maintain comprehensive public liability insurance, including non-owned and hired automobile liability coverage, personal injury liability coverage, products coverage covering liabilities of the Association, its directors, officers, employees, agents and Members arising in connection with the Ownership, operation, maintenance, occupancy or use of the Common Elements and any other area the Association is required to maintain, repair or replace pursuant to this Declaration, with a minimum single limit or per occurrence limit of not less than \$1,000,000.

9.5 **Worker's Compensation and Employer's Liability Insurance.** The Association shall obtain and maintain workers' compensation and employer's liability insurance as may be necessary to comply with applicable law.

9.6 **Fidelity Bonds.** A blanket fidelity bond or dishonesty insurance coverage is required for anyone who either manages or oversees funds held or administered by the Association, whether

or not they receive compensation for their services. The bond or insurance shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or its managing agent at any time while the bond or insurance is in force. In no event shall the bond or coverage be for an amount less than the sum of three months' Assessments plus reserve funds.

9.7 **Directors' and Officers' Liability Insurance.** The Board may obtain and maintain directors' and officers' liability insurance covering all the directors and officers of the Association, with limits as determined by the Board.

9.8 **Other Insurance.** The Association may carry other insurance which the Board considers appropriate to protect the Association or the Unit Owners.

9.9 **Owners' Condominium Insurance.** Each Owner shall maintain insurance for such Owner's benefit, at such Owner's expense, covering any property for which the risk of loss is upon the Owner and the Limited Common Elements apportioned to the Owner, including all furnishings, fixtures, equipment, appliances, window glass, window coverings, wall and ceiling finishes or other coverings, floor coverings, and other items of personal property or other property within the Owner's Unit. To the extent available, Owner's Insurance shall cover the replacement value of the Owner's Limited Common Elements. Furthermore, each Owner shall maintain public liability insurance coverage for and in relation to the Owner's Unit, with the Association named as an additional insured. No insurance coverage obtained by an Owner shall operate to decrease the amount which the Association may realize under any policy maintained by the Association or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that coverage. The Association shall be included as additional insureds on the Owner's liability insurance policy but only for claims and liabilities arising in connection with the Ownership, existence, use, or management of the Common Elements.

9.10 **Premiums.** Insurance premiums for insurance carried by the Association shall be a Common Expense. Insurance premiums for insurance carried by Owners shall be Owner's sole responsibility.

9.11 **Association Property Insurance When Not Reasonably Available.** Association property insurance as required by paragraph 9.3 above shall be deemed to not be reasonably available if the Board determines that: (1) it cannot be obtained in the current market; (2) it is only available at extraordinary costs or with unreasonable exclusions; or (3) it is unavailable despite ordinary, good faith efforts by the Association. If any such policy of such insurance is not reasonably available, is canceled or is not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners, unless another form of notice is permitted at that time. Thereafter, the Association may, by simple majority vote of Voting Members, elect to have Owners insure the replacement costs of their entire Units. If this occurs, budgeted expenses and Assessments for the Association shall be reduced downward by the premiums for Association's Property Insurance, pro-rated as of the effective date of the Association property insurance coverage ends. When Owners fully insure their entire Units, the Association shall be identified as an additional insured under the Owner's policy to the extent of Association's responsibilities to repair or replace that part of the Common Elements of the Unit. Owners shall furnish the Board

with a certificate of insurance confirming the amount of coverage and that the Association is identified as an additional insured annually as designated by the Board. The Board shall recommend and a simple majority of Voting Members may approve any other reasonable actions necessary to insure or self-insure Units against losses covered by property insurance and the Board may adopt Policies, Rules, and Regulations necessary for compliance under this provision when Association Property Insurance is not reasonably available.

9.12 **Appointment Power of Attorney.** Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of purchasing and maintaining Association insurance pursuant to this Section 9, 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. 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, 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.

9.13 **Insurance Proceeds.** Any loss covered by the Association's insurance policies described in Section 9.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

9.14 **Policies Regarding Claims and Deductibles.** The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to the Common Interest Community, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. Any loss less than the specified deductible of such policy shall be borne by the person or entity who is responsible for the repair and maintenance of the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance between the Association and a Unit Owner of the damaged or destroyed property, then the deductible shall be borne by the Association. In the event that more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible required by such policy. Notwithstanding the foregoing, after notice and hearing, the Board may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss resulted from the act or negligence of an Owner. Upon such

determination, any such loss or portion thereof may be assessed to the Owner in question, and the Association may collect the amount from said Owner in the same manner as a Unit Specific Assessment.

SECTION 10. MORTGAGEE PROTECTION

10.1 **Introduction.** This Section establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Section is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Section shall control.

10.2 **Mortgagee Request for Information.** Each First Mortgagee, upon written request to the Association, shall be entitled to receive copies of Budgets, notices of Assessments or any other notice or statement provided under this Declaration by the Association to the Unit Owner covered by the First Mortgagee's First Security Interest and otherwise examine at reasonable times the books and records of the Association for a period of one year following the date of such request.

10.3 **Form of Request for Information.** The request of a First Mortgagee shall specify which of the above it desires to receive or examine and shall indicate the address to which any such notice or document shall be sent by the Association. Failure of the Association to provide any of the foregoing to a First Mortgagee who has made a proper request 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 First Mortgagee, and in the event of multiple requests from purported holders of the same interest, the Association shall honor the most recent request received.

10.4 **Rights of First Mortgagees.** Notwithstanding any other provisions of this Declaration, unless at least 67% of the First Mortgagees (based upon one vote for each mortgage owned) have given their prior written approval, the Association shall not be entitled to:

- (1) Terminate the Common Interest Community for reasons other than substantial destruction or condemnation of the Common Elements.
- (2) Use hazard insurance proceeds for losses to any Common Elements other than to repair, replace, reconstruct the damaged Property, or deposit it in the Reserve Account for the benefit of all Owners.
- (3) Record a document creating or evidencing a Security Interest in a Unit that purports to alter any provision of this Declaration.

10.5 **Failure of Mortgagee to Respond.** Any First Mortgagee who fails to deliver to the Association a written negative response within 60 days after the Association sends (a) a request for approval of any matter set forth in this Section to the First Mortgagee via certified mail, return receipt requested, and (b) otherwise complies with any additional notice requirements under Colorado law, shall be deemed to have approved of such matter.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 **Section and Paragraph Titles.** Section and paragraph titles are for convenience of reference and are not intended to limit, enlarge, or change the meaning of the contents thereof.

11.2 **Document Interpretation.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

11.3 **Severability.** If any provision or term of this Declaration is invalidated by a court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Declaration.

11.4 **Conflict.** If there is any conflict between the Declaration and the provisions of the Act, the provisions of the Act shall control. In the event of a conflict between this Declaration and the Bylaws, the Declaration shall control.

11.5 **Duration.** The covenants, conditions and restrictions of this Declaration shall run with the Property, shall be binding on all Unit Owners, their legal representatives, heirs, successors, and assigns, and shall be in effect in perpetuity unless amended or terminated as provided in this Declaration or the Act.

11.6 **Amendment of Declaration.** This Amended and Restated Agreement may be amended by any method authorized by C.R.S. § 38-33.3-217, as may be amended from time to time. Any such amendment shall require not less than sixty-seven percent (67%) of the affirmative vote or agreement of Unit Owners to which Units in the association are allocated. If the Act requires statutory notification of a proposed amendment to first Mortgagees, such Mortgagee who do not deliver to the Association a negative response to the proposed amendment within sixty (60) days after the receipt of such notice shall be deemed to have approved the proposed amendment.

11.7 **Waiver.** No provision in this Declaration is waived because of any failure to enforce the provision, regardless of the number of violations or breaches which may occur.

11.8 **Limited Liability.** The Association, the members of the Board, or any Member serving on a committee or in a position appointed or authorized by the Board in a volunteer capacity, shall not be liable to any party for any action or for any failure to act with respect to any matter in which the action taken or failure to act was in good faith and without malice. Such parties shall be reimbursed by the Association for any costs and expenses, including reasonable attorneys' fees, incurred by them with the prior approval of the Association, (which approval shall not unreasonably be withheld) as a result of the threatened or pending litigation in which they are or may be named as parties.

11.9 **Disclaimer Regarding Security.** The Association shall not be considered in any way as insurers or guarantors of security within the Common Interest Community, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or

ineffectiveness of any security measures undertaken. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Unit that the Association and its Board are not insurers of safety within the Common Interest Community and that each Person using the Common Interest Community assumes all risk of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

11.10 **Notices and Communications.**

11.10.1 **General.** Any notice, whether herein required or otherwise given by the Board of Directors to a Unit Owner or by a Unit Owner to the Board of Directors shall be in writing, dated, and signed.

11.10.2 **From the Association to Owners.** Notice from the Association and the Board of Directors to Owners not otherwise set out in the Declaration, the Bylaws, or superseding statutory provisions is governed by CRNCA Section 7-121-402 as it may be amended from time to time. Notice given by the Association and the Board may be signed by any Officer or Board Member of the Association, and any agent, attorney, subordinate officer, or employee of the Association may be authorized by the Board.

11.10.3 **Delivery and Effective Dates.** The notice shall either be personally delivered, or be mailed postage prepaid, by U.S. Mail, in which event the date of the notice shall be the date of mailing. Any notice to the Unit Owner from the Association may be delivered personally to the Owner. Any notice from the Owner to the Association may be delivered personally by delivery to the President, Secretary, or registered agent of the Association.

11.10.4 **Electronic Delivery.** The Association and its Owners shall always have the right to provide communications and notices electronically to the extent that the Act and CRNCA provides. Unless specifically prohibited by law, personal delivery may be accomplished by electronic means to the Owner's email address or, the case of the Association, to the email address of the President of the Association, provided that the Owner and President have provided personal consent to the receipt of notices in that manner by email and waived their right to receive notices by mail or in person. Each party has the right to withdraw personal consent to electronic communications at any time after given and to thereafter have paper notices delivered to them by US Mail or in person.

CERTIFICATIONS

The undersigned, being the President of Park River West Condominium Association, Inc., a Colorado nonprofit corporation ("Association"), certifies as follows:

1. The foregoing Amended and Restated Declaration for Park River West Condominium Association, Inc. has received the consent and agreement of Owners representing an aggregate Ownership of at least 67% of the Common Elements.

EXHIBIT A

Legal Description of Property

LOTS 1 AND 2, PARK RIVER WEST SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 25 AND THE SE 1/4 OF SECTION 26, T5N R73W OF THE 6TH P.M., TOWN OF ESTES PARK, LARIMER COUNTY, COLORADO

CRP 