

**AFTER RECORDING PLEASE RETURN TO:**

Altitude Community Law P.C.  
555 Zang St., Suite 100  
Lakewood, CO 80228

**AMENDED AND RESTATED  
PARK EAST SQUARE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS**

**TABLE OF CONTENTS**

**ARTICLE 1    Defined Terms .....8**

    Section 1.1    Defined Terms. ....8

**ARTICLE 2    Names/Description of Property/Easements.....10**

    Section 2.1    Name and Type. ....10

    Section 2.2    Property. ....10

    Section 2.3    Platted and Other Easements.....11

    Section 2.4    Utility Easements.....11

    Section 2.5    Easements Appurtenant to the Lots.....11

    Section 2.6    Easement for Encroachments.....12

    Section 2.7    Easements for Performance of Obligations in this Declaration. ....13

    Section 2.8    Common Area Easement.....13

    Section 2.9    Owners’ Easements of Enjoyment. ....13

    Section 2.10    Easements Deemed Appurtenant. ....14

    Section 2.11    Delegation of Use. ....15

    Section 2.12    Disclaimer of Liability. ....15

**ARTICLE 3    The Association .....16**

    Section 3.1    Membership. ....16

    Section 3.2    General Purposes and Powers of the Association. ....16

    Section 3.3    Authority of the Association.....16

    Section 3.4    Managing Agent.....17

**Section 3.5**    Right to Notice.....17

    Section 3.6    Indemnification.....17

    Section 3.7    Security Disclaimer. ....17

    Section 3.8    Education and Training.....18

**ARTICLE 4    Lots, Common Areas, and Limited Common Areas .....18**

    Section 4.1    Number of Lots.....18

    Section 4.2    Limited Common Areas. ....19

    Section 4.3    Mechanic’s Liens. ....19

<b>ARTICLE 5</b>	<b>Maintenance and Service Responsibilities .....</b>	<b>20</b>
Section 5.1	Association Maintenance and Service Responsibilities.....	20
Section 5.2	Owners' Maintenance Responsibility. ....	22
Section 5.3	No Unsightliness; Maintenance Standards.....	23
Section 5.4	Liability for Damage to other Lots or Common Area. ....	23
Section 5.5	Exterior Light Fixture Replacement.....	24
Section 5.6	Mold and Asbestos.....	24
Section 5.7	Insect and Vermin Infestations.....	25
Section 5.8	Inspection, Repair, and Replacement of Designated Owner Maintenance Components. 25	
Section 5.9	Minimum Temperature.....	26
Section 5.10	Failure to Maintain.....	26
<b>ARTICLE 6</b>	<b>Assessments .....</b>	<b>27</b>
Section 6.1	Creation of Association Lien and Personal Obligation to Pay Assessments.....	27
Section 6.2	Basis of Assessments.....	28
Section 6.3	Annual Assessment.....	28
Section 6.4	Special Assessments.....	29
Section 6.5	Supplemental Assessments.....	30
Section 6.6	Working Capital. ....	31
Section 6.7	Application of Payments. ....	31
Section 6.8	Effect of Non-Payment of Assessments.....	31
Section 6.9	Lien Priority. ....	33
Section 6.10	Borrowing.....	33
<b>ARTICLE 7</b>	<b>Party Walls.....</b>	<b>33</b>
Section 7.1	Party Wall Easements. ....	33
Section 7.2	General Rules of Law to Apply.....	34
Section 7.3	Sharing of Repair and Maintenance.....	34
Section 7.4	Destruction by Fire or Other Casualty. ....	34
Section 7.5	Liability for Negligence.....	34
Section 7.6	Right to Contribution Runs with Land.....	34

Section 7.7	Dispute Resolution.....	34
<b>ARTICLE 8</b>	<b>Use Restrictions.....</b>	<b>35</b>
Section 8.1	Compliance with the Public Policy Provisions of the Act.....	35
Section 8.2	Use/Occupancy.....	35
Section 8.3	Leasing and Occupancy of Lots.....	36
Section 8.4	Prohibition on Vacation Rentals.....	38
Section 8.5	Acquisition of Multiple Lots.....	39
Section 8.6	Use of Balconies, Decks, Patios, and Porches.....	39
Section 8.7	Restrictions on Animals and Pets.....	39
Section 8.8	Over-the-Air-Reception Devices.....	40
Section 8.9	Nuisances.....	40
Section 8.10	Parking, Storage, and Repairs.....	41
Section 8.11	Use of Common Areas.....	43
Section 8.12	Planting and Gardening.....	43
Section 8.13	Outbuildings and Temporary Structures.....	43
Section 8.14	No Hazardous Activities.....	44
Section 8.15	Tanks and Grills.....	44
Section 8.16	Compliance with Insurance Requirements.....	44
Section 8.17	Prohibition of Marijuana Distribution and Growing.....	44
Section 8.18	Smoking/Vaping Prohibition.....	45
Section 8.19	Restriction on Signs, Flags, and Advertising.....	45
Section 8.20	Trash Restriction.....	46
Section 8.21	Hoarding and Similar Prohibited Activities.....	46
Section 8.22	No Restrictions on Mortgaging of a Lot.....	46
Section 8.23	Plat Restrictions.....	46
Section 8.24	Rules and Regulations.....	46
Section 8.25	Compliance with Laws.....	47
Section 8.26	Use of the Words Park East Square or Park East Square Homeowners Association, Inc. 47	
<b>ARTICLE 9</b>	<b>Modifications To Lots and Limited Common Areas.....</b>	<b>47</b>

Section 9.1	Alterations of Lots or Limited Common Areas.....	47
Section 9.2	Acknowledgment of Owners.....	50
Section 9.3	Architectural Criteria.....	51
Section 9.4	Establishment of an Architectural Review Committee.....	52
Section 9.5	Architectural Guidelines.....	52
Section 9.6	Reply and Communication.....	52
Section 9.7	Conditions of Approval.....	53
Section 9.8	Maintenance Responsibilities.....	53
Section 9.9	Fees and Costs.....	53
Section 9.10	Commencement and Completion of Construction.....	53
Section 9.11	Variances.....	54
Section 9.12	Right to Appeal.....	54
Section 9.13	Waivers.....	54
Section 9.14	Liability.....	54
<b>ARTICLE 10</b>	<b>Insurance/Condemnation/Obsolescence .....</b>	<b>55</b>
Section 10.1	Insurance to be Carried by the Association.....	55
Section 10.2	Association Property Insurance on the Residences and Common Areas.....	55
Section 10.3	Owner Insurance Responsibilities.....	56
Section 10.4	Association Flood Insurance.....	56
Section 10.5	Association Liability Insurance.....	56
Section 10.6	Association Fidelity Insurance.....	57
Section 10.7	Association Workers' Compensation and Employer's Liability Insurance.....	57
Section 10.8	Association Directors and Officers Personal Liability Insurance.....	57
Section 10.9	Other Association Insurance.....	57
Section 10.10	Miscellaneous Terms Governing Insurance Carried by the Association.....	57
Section 10.11	Insurance Premium.....	58
Section 10.12	Managing Agent Insurance.....	58
Section 10.13	Annual Association Insurance Review.....	59
Section 10.14	Adjustments by the Association.....	59
Section 10.15	Responsibility for Payment of Deductible Amount.....	59
Section 10.16	Duty to Repair.....	60

Section 10.17	Condemnation and Property Insurance Allocations and Distributions. ....	60
Section 10.18	Insurance Assessments. ....	60
Section 10.19	Payment of Claims to Delinquent Owners. ....	60
Section 10.20	Update to Maintenance and Insurance Chart.....	60
<b>ARTICLE 11</b>	<b>General Provisions.....</b>	<b>61</b>
Section 11.1	Compliance and Enforcement. ....	61
Section 11.2	Attorney Fees. ....	62
Section 11.3	Severability.....	63
Section 11.4	Term of Declaration. ....	63
Section 11.5	Amendment of Declaration by Owners. ....	63
Section 11.6	Captions.....	64
Section 11.7	Interpretation. ....	64
Section 11.8	Singular Includes the Plural.....	64
Section 11.9	Conflict of Provisions.....	64
Section 11.10	Challenge to this Amendment.....	65
	<b>DESCRIPTION OF PROPERTY .....</b>	<b>67</b>
	<b>MAINTENANCE AND INSURANCE OBLIGATIONS .....</b>	<b>69</b>

**AMENDED AND RESTATED  
PARK EAST SQUARE DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS**

This Amended and Restated Declaration is made effective upon recording.

*RECITALS*

A. Declarant, Singer Housing Company, a Delaware corporation, recorded that certain Park East Square Declaration of Covenants, Conditions, Restrictions, and Easements on December 31, 1974, at Reception No. 125648, in the Office of the Clerk and Recorder, Boulder County, Colorado, that was amended by the following:

1. Park East Square Amendment and Ratification of Declaration of Covenants, Conditions, Restrictions, and Easements, recorded on March 26, 1975, at Reception No. 132916, in the Office of the Clerk and Recorder, Boulder County, Colorado (“First Amendment”);

2. Park East Square Second Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements, recorded on April 7, 1975, at Reception No. 133908, in the Office of the Clerk and Recorder, Boulder County, Colorado (“Second Amendment”);

3. Annexation Statement recorded on April 29, 1976, at Reception No. 174891, in the Office of the Clerk and Recorder, Boulder County, Colorado;

4. Annexation Statement recorded on December 13, 1976, at Reception No. 203104, in the Office of the Clerk and Recorder, Boulder County, Colorado;

5. Annexation Statement recorded on March 21, 1977, at Reception No. 215243, in the Office of the Clerk and Recorder, Boulder County, Colorado;

and other documents of record (collectively “Original Declaration”).

B. The Owners and the Association desire to amend and restate all provisions of the Original Declaration, by virtue of this Amended and Restated Park East Declaration of Covenants, Conditions, Restrictions, and Easements (“Declaration”), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments, and supplements thereto be superseded and replaced by this Declaration.

C. The Original Declaration provides for and allows for this Declaration in Article X, Section 2, which provides as follows, in pertinent part:

This Declaration may be amended during the first twenty years hereafter by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; provided that:

(1) No amendment of this Declaration shall be effective until recorded in the real property records of Boulder County, Colorado;

(2) Except with the written consent of the Owners of the Lots affected by such amendment or termination, no amendment of this Declaration shall be effective to terminate or amend any easement or type of easement provided for herein, unless such amendment is applicable to all Lots affected by such easement or type of easement; and,

(3) No amendment of this Declaration and no termination or abandonment of this Declaration shall be made without the written consent of all First Mortgagees.

D. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the required approval of an instrument signed by not less than 75% of the Lot Owners for amendment is now void, and the new Owner approval requirement for amendment of the Declaration is now an instrument signed by not less than 67% of the Lot Owners.

E. To the best knowledge of the Board, there are no First Mortgagees that are eligible to vote on this Declaration, as the term is defined in Article I, Section 7 of the Second Amendment; therefore, no First Mortgagee approval is needed for this Declaration.

F. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association, and by other means.

G. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome.

H. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not



comply with current state or federal law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

I. The purpose of the Association, as provided in the Declaration, is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and,

J. The Association has obtained an instrument signed by not less than 67% of the Lot Owners approving this Declaration. Alternatively, a court order entered by the District Court for Boulder County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW, THEREFORE, the Original Declaration is replaced and amended and restated as follows.

## ARTICLE 1 DEFINED TERMS

### Section 1.1 Defined Terms.

Each capitalized term in this Declaration or in the Plat shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration or the context requires otherwise.

(a) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 et seq., as it may be amended.

(b) "Allocated Interests" shall mean the undivided interest in the Common Areas, the Common Expense liability, and the votes in the Association, as defined in Section 3.5.

(c) "Assessment" shall include all Common Expense Assessments and any other expense levied to a Lot pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

(d) "Association" shall mean Park East Square Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

(e) "Board" or "Board of Directors" shall mean the body designated in the Governing Documents to act on behalf of the Association.

(f) "Common Areas" shall mean: (i) all real property owned by the Association for the common use and enjoyment of the Owners, and (ii) that portion of any Lot on which no building or patio has been constructed by Declarant, as more particularly clarified in the Easement of Encroachment section in Article 2, Section 2.6 of this Declaration.

(g) "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(h) "Community" shall mean the community of Park East Square that is a Planned Community as defined in the Act and is also a Common Interest Community as defined in the Act.

(i) "Declaration" shall mean and refer to this Amended and Restated Park East Square Declaration of Covenants, Conditions, Restrictions, and Easements.

(j) "Governing Documents" shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, Rules and Regulations, and any Policies and Procedures of the Association, as they may be amended from time to time.

(k) "Limited Common Areas" shall mean those portions of the Common Areas that are limited to and reserved for the exclusive use of one or more, but fewer than all the Owners. The Limited Common Areas are designated in Article 4.

(l) "Lot" shall mean a physical portion of the Community, designated for separate ownership, shown as a Lot on the recorded Map for the Community, the boundaries of which are defined in the Map and in this Declaration.

(m) "Plat" or "Map" shall mean the plat of Park East Square (and any supplements and amendments thereto) of the Community depicting and locating thereon the location of the Lots, Common Areas, and all the land, improvements, and easements thereon as the Plat may be amended or supplemented from time to time, which Plat is incorporated herein and made a part of this Declaration by reference. More than one plat, map or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all such plats, maps, and supplements thereto.

(n) "Member" shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(o) "Owner" shall mean the owner of record title, whether one or more persons or entities to any Lot that is a part of the Property, including contract sellers, but

excluding those having such interest merely as security for the performance of an obligation.

(p) "Policies" or "Policies and Procedures" shall mean any written instruments adopted by the Association, that establish the principles and/or courses of action the Association will follow to achieve certain decisions or actions. Policies and Procedures include but are not limited to the responsible governance policies required under the Act.

(q) "Property" shall mean the property described in Exhibit A together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(r) "Residence" shall mean any of residential buildings located on a Lot.

(s) "Rules and Regulations" shall mean any written instruments adopted by the Association for the regulation of behavior and activities within the Community, and/or clarification of the Governing Documents, and including any amendment to those instruments. Rules and Regulations include but are not limited to the architectural guidelines adopted pursuant to Article 9.

**[Note: This Article is similar to Article 1 of your current Declaration, but has been updated to remove obsolete terms, and to add terms that are used throughout this A&R Declaration and other Governing Documents.]**

## ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY/EASEMENTS

### Section 2.1 Name and Type.

The type of Common Interest Community is a Planned Community. The name of the Community is "Park East Square". The name of the Association is the "Park East Square Homeowners Association, Inc."

**[Note: This provision is similar to Article I, Section 1 of your current Declaration.]**

### Section 2.2 Property.

The Community is located in Boulder County, State of Colorado. The Property subject to this Declaration is described in Exhibit A of this Declaration, in the Original Declaration, in the Plat, and/or as is consistent with the common plan and scheme for the creation and operation of the Community. The Community may be subject to easements or licenses granted pursuant

to this Declaration and the Plat, granted by authority reserved in any recorded document, or established in the Act.

**[Note: This provision is similar to Article I, Section 3 of your current Declaration.]**

Section 2.3 Platted and Other Easements.

The Property is subject to easements of record, easements shown or provided in the Plats of the Association, and easements provided for in this Declaration.

**[Note: This is similar to Article IX, Sections 1 and 2 of your current Declaration.]**

Section 2.4 Utility Easements.

Easements for utilities and purposes related to utilities over and across the Lots and Common Areas may be shown upon the recorded plats and maps of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

A nonexclusive easement for utilities (and the replacement, repair, and maintenance thereof) in the crawlspace of each Lot corresponding to example lots 1, 2, and 3 on the Easement Location Map, including any utility lines running under the D Unit floor, is hereby created appurtenant to each other Lot in such cluster of Lots and for the use of the Association, for normal utility service. The Association and the Owner of any Lot that such an easement is appurtenant shall be permitted access to such utilities through the crawlspace and through buildings erected on the Lots affected by such easement as is reasonably necessary to repair, maintain, and replace said utilities.

**[Note: This is taken from Article IX, Section 4 of your current Declaration.]**

Section 2.5 Easements Appurtenant to the Lots.

In addition to other easements established on the Plats or other recorded documents of the Association, an Easement Location Map recorded at Reception No. 125647 in the Office of the Clerk and Recorder, Boulder County, Colorado (“Easement Location Map”), clarifies the following easements that are appurtenant to each cluster of four Lots: (i) Parking Easements; (ii) Storage Easements; (iii) Trash Easements; (iv) Hallway Easements; (v) Patio Easements, and (vi) Access Easements.

The description of each of the easements referenced above, and the scope and purposes of the same, are clarified on the Easement Location Map, which is attached as Exhibit B to this

Declaration.

The Board of Directors may adopt Rules and Regulations regarding the use of the easement areas shown on the Easement Location Map, and certain maintenance standards for the sightlines and cleanliness of the easement areas, as more particularly clarified in Article 5, Section 5.2 of this Declaration.

**[Note: This provision is similar to and simplifies Article IX, Sections 1 through 4 of your current Declaration.]**

**We added the right to establish maintenance standards over the easement areas and the Limited Common Areas (which are discussed in Article 4 below), as we know that one of the big issues in the community is the need to keep such areas clean and slightly. Article 5, Section 5.2 clarifies this further.]**

Section 2.6 Easement for Encroachments.

If any part of the Common Areas encroaches or shall hereafter encroach upon a Lot, an easement for the existence of such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot currently encroaches upon the Common Areas, or upon another Lot, the Owner of that Lot shall and does have an easement for the existence of such encroachment and for the maintenance of same, except for incidental encroachments that may occur because of shifting of soils or settlement of a Lot.

If any part of a Lot subsequently encroaches upon the Common Areas or upon another Lot, that encroachment shall be subject to all available remedies of the Association, or as allowed under this Declaration, unless the encroachment has been reviewed and approved (as provided for in this Declaration). The easement shall extend for whatever period of time the encroachment exists. Such easements for encroachments shall not be considered to be encumbrances either on the Common Areas or on a Lot. The actual location of a Lot shall be deemed conclusively to be the property intended to be conveyed, reserved, or encumbered notwithstanding any minor deviations, either horizontally, vertically, or laterally from the location of such Lot indicated on the Plat.

**[Note: This provision is similar to and simplifies Article IX, Section 5 of your current Declaration.]**

The Association shall have an exclusive easement, for use as part of the Common Area, over any part of any Lot on which no building or patio has been erected by the Declarant. The Association shall have the right to use, maintain, and regulate all property subject to any such easement, and no Owner of any property subject to any such easement shall have the right to

use (except as part of the Common Area) or maintain the same, unless expressly permitted in writing by the Association pursuant to other areas of this Declaration.

**[Note: This is taken from Article IX, Section 5 of your current Declaration. This reiterates that any portion of the Lot that does not have either a building or a patio area built on it by Declarant is considered for use as Common Area and completely under the Association's use, regulation and maintenance, even if it is within the Lot's boundary lines.]**

**We added, however, one line stating that the Assn is permitted to allow an Owner to use/maintain, etc. such property under other parts of this Declaration (namely Article 9). However, that would only be permitted by express written authority of the Assn, and likely an agreement shifting all maintenance, insurance, liability, etc., over such area to the Owner.]**

Section 2.7 Easements for Performance of Obligations in this Declaration.

Each Lot shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees, and contractors), and to each Owner, to allow for their performance of obligations in this Declaration, including without limitation for the purpose of maintenance, repair or replacement, and for performing the inspections set forth in Article 5. Non-emergency repairs shall be made only during regular business hours on business days after at least 24 hours' notice to the occupants of a Lot wherein repairs are to be made.

**[Note: This is similar to some of the easements discussed in Article IX, but is intended to clarify a general easement that the Assn and Owners have over the Lots in order to perform any obligations required to be performed pursuant to this Declaration. Additional clarification of access easements are in Article 5, which discusses maintenance obligations.]**

Section 2.8 Common Area Easement.

An easement is hereby granted to the Association, its officers, agents, employees and assigns upon, across, over, in and under the Common Areas and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration.

**[Note: This is taken from Section 12.5 of your current Declaration.]**

Section 2.9 Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of ingress and egress and enjoyment in, to, and over the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Owners on the Common Areas;
- (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Areas;
- (c) the right to charge a fee for use of the Common Areas, and the right to establish Rules and Regulations on the procedure for renting Common Area facilities;
- (d) the right, power, and authority of the Association to grant any easement, right-of-way, license, lease, dedication, or similar interest through, over or in the Common Areas;
- (e) the right of the Association to transfer or convey ownership of the Common Area, or any portion thereof, subject to the prior approval of Members holding at least 67% of the total votes entitled to be cast in the Association; provided that all Owners of Lots to which any Limited Common Area is allocated shall approve of any transfer or conveyance of that Limited Common Area;
- (f) the right of the Association to suspend the voting rights and the right to use of any Common Areas and recreational facilities during any period of violation of any provision of the Governing Documents; provided, however, the suspension of voting and use rights shall be automatic during any period that an Owner is in default in the payment of any Common Expense Assessment;
- (g) the right of the Association to close portions of the Common Areas, including the recreational facilities, for maintenance, repair, replacement, and improvement, subject to any requirements of the Act; and,

**[Note: We added the reference of “any requirements under the Act” (i.e., [CCIOA](#)) as CCIOA, which was revised by [HB22-1040](#), now requires you to notify the Owners of any closures exceeding 72 hours, with an ETA of re-opening the facility and other additional information.]**

- (h) the right of the Association to change use of, add to, or remove from improvements of the Common Areas.

**[Note: This provision is similar to Article II, Section 1 of your current Declaration.]**

Section 2.10 Easements Deemed Appurtenant.

The easements and rights created in this Declaration for any Lot are appurtenant to and part of such Lot, and the ownership thereof may not be separated from the Ownership of such Lot, and all conveyances of and other instruments affecting title to any such Lot shall be deemed to grant and convey such appurtenant easements and rights without reference thereto in such conveyance or other instrument.

**[Note: This is similar to but simplifies Article X, Section 8 of your current Declaration.]**

Section 2.11 Delegation of Use.

Owners may delegate their right of enjoyment to the Common Areas and facilities to Owner's family, tenants, invitees, lessees, and guests, subject to Rules and Regulations. If the Owner delegates rights to use the Common Areas and facilities to tenants or contract purchasers who reside in the Lot, the Owner shall not be entitled to use the Common Areas and facilities. The Board of Directors shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or reasonable fees charged for such use.

**[Note: This provision is similar to Article II, Section 2 of your current Declaration.]**

Section 2.12 Disclaimer of Liability.

It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Areas, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Areas and their improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Areas or any of their improvements, fixtures, and facilities.

**[Note: This provision has been added to clarify responsibilities and require Owners to notify the Assn of any defects/unsafe conditions. If an Owner uses such areas without the Assn having notice or time to repair such areas, the Owner assumes the risk. This would not absolve the Association, however, if its negligence caused injury.]**



## ARTICLE 3 THE ASSOCIATION

### Section 3.1 Membership.

Every person who is an Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Lot shall be allocated one vote per Lot. Fractional and cumulative voting are prohibited.

**[Note: This provision is similar to and combines Article III, Sections 1 and 2 of your current Declaration, but we have removed all references to Class and Declarant voting, which are obsolete.]**

### Section 3.2 General Purposes and Powers of the Association.

The Association, through its Board of Directors, shall perform functions and manage the Community as provided in the Recitals section of this Declaration. All Owners and any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

**[Note: This provision is new and added per recommendation of the attorney.]**

### Section 3.3 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act (as it applies to common interest communities created prior to July 1, 1992), this Declaration, the Plat, its Articles of Incorporation and Bylaws, any Rules and Regulations, and any Policies and Procedures adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

**[Note: This provision is new and added per recommendation of the attorney. It makes it clear that it is the Board, not the Owner, that takes all action on behalf of the Assn, other than what is expressly reserved to the Owners for a vote, as is set forth under CCIOA.]**

Section 3.4 Managing Agent.

The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than one year and shall be subject to cancellation by the Association on at least 30 days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

**[Note: This provision is new and added per recommendation of the attorney.]**

Section 3.5 Right to Notice.

Notice of matters affecting the Community, via any means of communication as determined by the Board, may be provided to Owners by the Board of Directors in its sole discretion.

**[Note: This provision has been added to be consistent with current Colorado law.]**

Section 3.6 Indemnification

To the full extent permitted by law, each officer, director, committee member or other volunteer of the Association shall be and hereby is indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer of the Association at the time such expenses are incurred; except in such cases wherein such officer, director, committee member or volunteer is adjudged guilty of breaching his or her duty of care (as set forth in the Act) in the performance of his duties.

**[Note: This provision is new and added per recommendation of the attorney. It reiterates the protections for voluntary Board members assuming they act according to the standard set forth under Colorado law.]**

Section 3.7 Security Disclaimer.

The Association may, but shall not be required to, from time to time, provide measures or take actions that directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no

duty to provide security in the Community.

Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

**[Note: This provision reflects your existing policy. It allows the Assn to provide security measures if it is in the best interest of the Association to do so, but clarifies that the provision of such measures in no way means that the Assn is responsible for providing personal security or safety.]**

Section 3.8 Education and Training.

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations, and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

**[Note: This provision is new and added to comply with CCIOA, which requires associations to provide annual HOA education to the Owners. The method of providing education is up to the Board. For example, the Board can circulate an HOA article to all the Owners, or the Board can have the HOA attorney attend the annual meeting and speak on an HOA legal topic.]**

**ARTICLE 4 LOTS, COMMON AREAS, AND LIMITED COMMON AREAS**

Section 4.1 Number of Lots.

The number of Lots presently included in the Community is 220.

**[Note: This provision was added to comply with CCIOA, which requires you to state the number of Lots in the Declaration.]**

Section 4.2 Limited Common Areas.

Limited Common Areas are part of the Common Area and are located outside the Lot boundaries, but have been reserved for the exclusive use of one or more, but fewer than all the Owners.

The following portions of the Common Areas are Limited Common Areas assigned to and exclusively used by the appurtenant Lots as stated:

(a) The Limited Common Area patios identified as E-1, E-2, and E-3 on the Easement Location Map, which is attached as Exhibit B, are Limited Common Areas reserved for the use of the appurtenant Lot.

(b) Any areas outside the Lot boundaries and enclosed by either: (i) a fence, whether originally installed by Declarant or Owner-installed, or (ii) the sidewalk and/or rock gravel areas. These areas may be clarified on a map created by the Association.

**[Note: The above was added to clarify that certain Common Area are reserved for the exclusive use of less than all Owners. There was some ambiguity over what was considered a Limited Common Area because each of the Lots have different areas adjacent to the residences that they have been allowed to use as their own, but such areas are not all alike due to the configuration of the Lots. The above, subsection (b), will allow the Assn the ability to create a map for more clarification.**

**Also, the Easement Location Map identifies certain easements over the Common Area which are reserved for the use of the appurtenant Lot. These are concrete patios shown as E-1, E-2, and E-3 on the map. We have clarified that such areas are Limited Common Areas appurtenant to the adjacent Lot.]**

The Association may modify Limited Common Areas without a membership vote. The Association may also, without a membership vote, assign Limited Common Areas not previously assigned or reassign Limited Common Areas with the consent of the affected Owner(s) and the Association, provided that any such assignment or reassignment shall be made in accordance with the Act.

The designation of a particular area as a Limited Common Area in this Section does not dictate maintenance responsibilities over said area. Maintenance responsibilities are set forth in Article 5 and Exhibit C.

Section 4.3 Mechanic's Liens.

No labor performed and/or materials furnished for use and incorporated into any Lot with

the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Lot of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Areas. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Lot of any other Owner, the Common Areas, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Lot. The Association may pay any sums necessary to eliminate any lien filed against Lots not benefitting from the labor and/or materials furnished and the Common Areas on behalf of the other Owners and all sums paid shall be a supplemental Assessment against the Owner or Owners for whom the labor and/or materials were furnished.

**[Note: This provision is new and recommended by the attorney. It is intended to address the situation where an Owner hires a contractor to perform repairs under the Owner's responsibilities, which repairs might be to a Limited Common Area or perhaps to an easement area of another Owner's, and then the Owner fails to pay the contractor, who then files a lien against the property thereby holding up sales/refis, etc.]**

#### ARTICLE 5 MAINTENANCE AND SERVICE RESPONSIBILITIES

**[Note: This Article replaces Article VII of your current Declaration, as amended by the Second Amendment, to move all maintenance/repair obligations to chart form in Exhibit C of this Declaration and to reflect all components as set forth in your questionnaire responses.]**

##### Section 5.1 Association Maintenance and Service Responsibilities.

(a) The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and improve those items designated as Association responsibility in Exhibit C of this Declaration.

**[Note: The above clarifies that the Board has sole discretion to determine timing, scope, manner, etc., of the Association's maintenance responsibilities.]**

(b) Maintenance by Owner of Components Designated as Association Responsibility. Owners shall not perform any maintenance or repair of any components that fall within the Association's responsibility. If an Owner or occupant performs any maintenance or repair of any component that falls within the Association's responsibility, the Owner or occupant shall not be entitled to reimbursement from the Association; provided, however, the Board has discretion to reimburse should it deem the maintenance or repair acceptable.

**[Note: This is new and recommended by the attorney. It makes it clear that Owners should not perform maintenance/repair of Assn items and will not be entitled to reimbursement if they do so.]**

(c) Association Discretion. The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal, that lies within or outside the Community. The Association shall have the right to assume such obligation, on a temporary or permanent basis, even if the obligation currently lies with Owners or other entities, provided however, the Association shall provide Owners with 15 days prior written notice of any such change. The Association, in its sole discretion, shall determine the time and manner that any maintenance, whether required or assumed, shall be performed as well as the color or type of materials used.

**[Note: This is new and recommended by the attorney to allow the Assn to assume *additional* maintenance in case the Board decides it's in the best interest of the Assn to maintain a certain component vs. the Owners. Sometimes this makes sense if the Assn is spending more money trying to enforce Owner maintenance obligations than it would for the Assn to simply assume maintenance and then charge back the costs to the Owners.]**

(d) Damage to Lot by Association. The Association shall repair any damage it directly causes to any Lot in the performance of its obligations (such as if the Association damages a wall during an inspection for water leaks); provided, however, any minor damage, as determined by the Board, shall be the Owner's responsibility. Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

**[Note: This provision has been added to reflect current policy regarding standard for which repairs will be made to a Lot, when Assn damages the Lot in the performance of its duties.]**

(e) Liability of Association.

(i) The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow, or ice that may leak or flow from any portion of the Common Areas or from any exterior Residence component, drain, conduit, appliance, pipe, or equipment that the Association is responsible to maintain hereunder, except if caused by the Association's negligence, which may be established by:

(1) Injuries or damages arising after the Owner of a Lot has put the Association on written notice of a specific leak or flow from any portion of the Common Areas or exterior Residence component, device, drain, conduit, appliance, pipe, or equipment that the Association has a maintenance responsibility; and,

(2) the Association failing to exercise due care to correct the leak or flow within a reasonable time after such notice.

**[Note: The attorney recommended adding a standard of liability, and we have included the negligence standard of liability. In other words, the Assn is liable for damage to a Lot caused by the negligence of the Association (such as if the Association fails to timely repair a hole in the roof and this failure causes water to intrude and damage the Lot. Absent negligence of the Assn, the Owner pays for such repairs through his/her insurance. Any damage caused by the Assn's negligence, however, would be the Assn's responsibility. This is the same standard of liability that is provided for the Owners in Section 5.4.]**

(ii) The Association shall not be liable to the Owner of any Lot or such Owner's occupant, guest, or family, for loss or damage, by theft or otherwise, of any property that may be stored in or upon any of the Common Areas.

(iii) The Association shall not be liable to any Owner, or any Owner's occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is caused by an act of God, is not foreseeable, or is not a natural result of the Association's failure to discharge its responsibilities.

(iv) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements that are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

## Section 5.2 Owners' Maintenance Responsibility.

Except as otherwise provided in this Declaration, each Owner shall have the obligation to maintain, repair, and replace all items set forth as Owner responsibility in Exhibit C of this Declaration. Each Owner shall have the responsibility to:

(a) perform his or her maintenance responsibility in such manner so as not

to unreasonably disturb or put at risk other persons in the Lot, other Lots, or the Common Areas;

(b) promptly report to the Association or its agent any defect or need for repairs, that the Association is responsible for; and,

(c) pay for the cost of repairing, replacing, or cleaning up any item that is the responsibility of the Owner but such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item that, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment.

Section 5.3 No Unsightliness; Maintenance Standards.

No unsightly conditions, as determined in the sole discretion of the Board, shall be permitted on any portion of the exterior of the Residences, including in the patios or any Common or Limited Common Areas. The Board has the right to adopt maintenance standards, that shall be set forth in the Rules and Regulations of the Association, to ensure proper maintenance, repair, and replacement is performed over any property within the maintenance responsibility of the Owner. For example, such standards may address keeping the landscaping in a neat, attractive, and well-kept state or condition by proper pruning and trimming, adequate watering, and removing unsightly materials, weeds, and debris, or ensuring all exterior fixtures are in working condition and attractive appearance.

**[Note: This is similar to Article VIII, Sections (h) and (p) of your current Declaration.]**

Section 5.4 Liability for Damage to other Lots or Common Area.

An Owner shall not be liable for injury or damage to person or property caused by or resulting from the failure of any component under the Owner's maintenance responsibility except if the Owner has failed to exercise due care in performing said maintenance. An Owner shall not be liable to any other Owner, or any Owner's occupant, guest or family or the Association for any damage or injury caused in whole or in part by the Owner's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Owner's failure to discharge its responsibilities.

**[Note: The attorney recommended adding a standard of liability for Owners, just like for the Association in Section 5.1(e), so we have included the same negligence standard of liability.]**



Section 5.5 Exterior Light Fixture Replacement.

Notwithstanding the responsibility of the Owners for maintenance, repair, and replacement of exterior light fixtures, as part of a community-wide renovation project the Association may replace all exterior light fixtures over the stairs in each building. Any expense associated with such exterior light replacement shall be a Common Expense of the Association allocated equally among all Lots.

**[Note: This was added. This does not require any Owner approval, and it allocates the cost equally among all Lots.]**

Section 5.6 Mold and Asbestos.

Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in the Lot, and the Common Areas, including but not limited to appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation, or air conditioning ducts.

Owners shall immediately notify the Board in writing of the following: (a) any evidence of water leaks, water infiltration or excessive moisture in a Lot; (b) any evidence of mold that cannot be removed by the Owner with a common household cleaner; (c) any failure or malfunction in heating, ventilation, or air conditioning; and, (d) any inoperable doors, windows, heating, ventilation, or air conditioning ducts. The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration.

Each Owner shall avoid disturbing materials, components, areas that might contain asbestos and otherwise take measures to prevent asbestos from being disturbed.

Owners shall be responsible for any damage to their Lot and personal property, to any other Lot or the Common Areas, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Association to remove or otherwise address mold and asbestos, and/or damage within their Lot, to any other Lot, or to the Common Areas if the Owner fails to meet the requirements of this Section.

**[Note: This is similar to your current chart.]**

Section 5.7 Insect and Vermin Infestations.

Each Owner shall be required to take necessary measures, as determined in the sole discretion of the Board of Directors, to retard and prevent insect and vermin infestations, including but not limited to, bedbugs, rodents, termites, lice, cockroaches, mice, wasps, birds, and rats from accumulating in the Lot. Owners shall immediately notify the Board in writing of the following: (a) any evidence of an insect and/or vermin infestation in a Lot; and (b) all steps taken to remove insects and vermin in a Lot. The receipt of notice of an insects and/or vermin infestation in a Lot by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration.

Owners shall be responsible for treatment and removal of insect and/or vermin infestations immediately upon the discovery of the same. Owners must provide written confirmation to the Association that all insect and/or vermin infestations have been removed from the Lot upon completion of the remediation process and must provide evidence and documentation to the Association of such removal. Failure by any Owner to comply with this Section shall entitle the Association to perform all necessary remediation and collect any amounts expended for such remediation as an Assessment.

Owners shall be responsible for any damages to their Lots, personal property, to any other Lots, or the Common Areas, as well as any injury to residents and guests resulting from the Owner's failure to comply with this Section. Any fees or costs incurred by the Association or other Owners as a result of violation of this Section shall be the obligation of the infested Lot's Owner to pay.

**[Note: This provision clarifies the Owner's responsibility for insect/vermin infestations.]**

Section 5.8 Inspection, Repair, and Replacement of Designated Owner Maintenance Components.

The Association shall have an easement of entry into a Lot and Residence thereon for purposes of water intrusion investigation and determining the source of water leaks. If it is discovered that a leak is coming from a component that is under the Owner's maintenance responsibility, the Association may assess the costs incurred in the investigation as a supplemental assessment to the Owner pursuant to Article 6, Section 6.5.

**[Note: This allows the Association an easement for inspecting for water leaks, and to charge back associated inspection costs if it turns out the leak is coming from a component under the Owner's maintenance responsibility. This is helpful and recommended by the attorney if the Association has ongoing water intrusion issues.]**

The Association shall have the right, but not the obligation, to conduct a periodic inspection, on a schedule to be determined by the Board of Directors, of designated Owner maintenance components as may be set forth in the Rules and Regulations. If, in the Board of Directors' sole discretion, the component needs to be maintained, repaired or replaced, the Association may provide such maintenance, repair or replacement (even though such component may be the Owner's responsibility) and the cost of such periodic inspection, maintenance, repair or replacement may be assessed against the Owner of the Lot served by such component pursuant to Article 6, Section 6.5 of this Declaration.

**[Note: This provision is new and added to allow the Board to conduct inspections for high-risk components (so as to minimize or eliminate the possibility of failure of such components and damage to other Lots/Common Areas). It is different from the paragraph just above it because this would be an inspection where there's no current leak; it would be an inspection to ensure high-risk components are being maintained.]**

Section 5.9 Minimum Temperature.

Owners shall keep their Lots heated to at least 55 degrees Fahrenheit at all times whether or not the Lot is occupied. If the Board reasonably believes that the Lot is not being heated as required herein based credible evidence, the Association is hereby authorized by the owners to enter the Lot, inspect the thermostat/Lot's heat and to bring the heat of the Lot to at least 55 degrees Fahrenheit. In conformity with the foregoing, said entry shall not be considered a trespass or any kind of prohibited or illegal entry. Said entry shall be considered granted with permission so long as the Board has determined that said entry is reasonable based on the available evidence. Should an Owner's failure to abide by this provision result in damage to any other Lot or Common Area, said Owner shall be liable for the same.

**[Note: Many associations experience water breaks due to failure to maintain heat. The above would provide that failure to maintain heat above a certain degree would constitute negligence and failure to maintain.]**

Section 5.10 Failure to Maintain.

If the Association determines that any Owner has failed or refused to discharge properly his or her obligation regarding the maintenance, repair, or replacement of items that he or she is responsible for hereunder, then, except in the case of an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

Unless the Association determines that an emergency exists, the Owner shall have 30 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within the timeframe set forth by the Board. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as provided in this Section, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become and be a lien against the Lot, and shall be collected as provided in this Declaration for the collection of Assessments.

If the Board determines that the need for maintenance or repair is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Lot, shall become a lien against the Lot, and shall be collected as provided in this Declaration for the collection of Assessments.

**[Note: This updates and clarifies (i) the right of the Assn to exercise self-help (i.e., if the Owner fails to perform maintenance the Assn may perform it and charge it back, and (ii) if the Assn incurs any costs due to an Owner's negligence, the Assn may charge back said costs to the negligent Owner.]**

## ARTICLE 6 ASSESSMENTS

### Section 6.1 Creation of Association Lien and Personal Obligation to Pay Assessments.

Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments and such other Assessments as imposed by the Association.

Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became or fell due.

The annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot against which the Common Expense Assessments are made.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Lots equally.

**[Note: This provision is similar to Article IV, Sections 1, 2, 3, 6 and 7 of your current Declaration. We got rid of the requirement that assessments be payable in monthly installments, so you have flexibility to charge them on a quarterly or other periodic basis.]**

Section 6.2 Basis of Assessments.

The Common Expense Assessment may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. The Association shall establish an adequate reserve fund for the maintenance, repair, and replacement of those Common Areas that must be periodically maintained, repair, or replaced.

**[Note: This provision is similar to Article IV, Section 2, but we replaced with a general statement that the assessments are based on whatever you need to perform your duties for the year. We also added a reference to establish an adequate reserve fund.]**

Section 6.3 Annual Assessment.

The Maximum Annual Assessment as of the effective date of this Declaration is \$541.83. The Maximum Annual Assessment is automatically increased by five percent (5%) each fiscal year thereafter. For example, for 2026 the Maximum Annual Assessment will be \$568.93 (i.e., 5% above \$541.83). For 2027, the Maximum Annual Assessment will be \$597.37 (i.e., 5% above \$568.92)

The Board may adopt a budget for the annual Common Expense Assessments within the Maximum Annual Assessment amount for that fiscal year. The budget shall be submitted to the Members at a meeting of the Members called pursuant to the procedures set forth in the Bylaws. This meeting is for the Members to consider and ask questions regarding the proposed budget; however, if the proposed budget exceeds the Maximum Annual Assessment the Members shall be given the opportunity to veto the budget. Any proposed budget that exceeds the Maximum Annual Assessment may be vetoed by votes of Members representing a majority of the total Association vote (i.e., 111 out of a total of 220 Lots).

Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification, or a release of the Owners from their obligation to pay.

**[Note: This provision replaces Article IV, Section 3 of your current Declaration to reflect the ability of the Owners to veto any proposed budget that exceeds the Maximum Annual Assessments.]**

#### Section 6.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by votes of Owners representing a majority of the total Association votes.

A proposed Special Assessment will be ratified unless Owners representing a majority of the total Association vote to veto it. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

**[Note: This provision replaces Article IV, Section 4 of your current Declaration to require special assessments to be submitted to the Owners for an opportunity to veto, similar to any budget increases that exceed the Maximum Annual Assessment. We also removed the special quorum/notice requirements for special assessments in your current Declaration, in favor of uniformity.]**

Section 6.5 Supplemental Assessments.

The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: improvement, repair, replacement, and maintenance specific to a Lot or Limited Common Area; improvement, repair, replacement, and maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee, or invitee as set forth in this Declaration;
- (b) any extraordinary maintenance, repair, improvement, and replacement costs of any area that the Association maintains required on fewer than all the Lots;
- (c) any extraordinary insurance costs incurred as a result of the value, upgrade, or otherwise particularities of an Owner's Lot and/or Residence thereon, or the actions of an Owner (or his or her agents, guests, licensees, invitees, or lessees);
- (d) any charges for water and sewer services provided to Owners, whether through master meters or on a per Lot basis, and upon either a flat rate basis or such other basis as the Board of Directors reasonably determines;

**[Note: This is taken from Article X, Section 3 of your current Declaration, but we have simplified.]**

- (e) any pet Assessments adopted by the Board, which are for increased expenses incurred by the Association due to pets being present in the Community, including but not limited to increased administrative, maintenance and enforcement expenses;
- (f) all fines and costs assessed against an Owner pursuant to the Governing Documents; and,
- (g) any other expenditures or charges that the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot as an expense benefiting, or otherwise relating to, said Lot.

**[Note: This provision is new and recommended by the attorney. It expands the ability of the Assn to levy individual assessments (i.e., charge-back) against less than all Lots for just water and sewer assessments (which is in Article X, Section 3 of your current Declaration) to any expense that benefits or is related to less than all Lots. CCIOA requires you to include this**

**language in your Declaration if you want to allocate assessments in any other manner than equally.]**

Section 6.6 Working Capital.

At every sale of a Lot, a non-refundable contribution to the Association must be made in the amount of two months' worth of the then current installments of the annual Common Expense Assessments. This contribution shall be collected and transferred to the Association at the time of closing of the sale of the Lot (to be paid by the Owner/seller or the buyer, as decided by them) and shall be used for the benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property, or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due. No refund shall be due to any Owner for such payment.

**[Note: This is new and our attorney advised that most associations rewriting their documents their documents add this provision as a good revenue-generating mechanism. Most associations include two to three months, and we have added two months' worth of assessments.]**

Section 6.7 Application of Payments.

All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied first to the payment of any delinquent Assessments, then to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents.

**[Note: This provision is new and added to comply with CCIOA's recent changes under [HB22-1137](#).]**

Section 6.8 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge, or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 20 days of the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors that may not exceed 8% per annum or such higher amount allowed by law, on a per annum basis to accrue monthly, from the due date. The Association may also assess a reasonable late fee thereon as determined by the Board of Directors.

**[Note: We revised the 30-day grace period in Article IV, Section 7 of your current Declaration**



to 20 days per discussion. This is lowered due to the law now allowing a much longer payment plan timeframe for Owners who become delinquent in their Assessments; so, we shortened the grace period on the front end. We also removed reference to the specific interest rate in your current Declaration, as that is in the collection policy, capped at 8% due to HB22-1137. The late fee amount is also set forth in your collection policy.]

(b) Failure to make payment within 60 days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

**[Note: This acceleration clause is new and allows the Association to accelerate unpaid assessments. "Acceleration" is a remedy for nonpayment of assessments where you can call the entire year's assessment due. This is a remedy typically applied to repeat debtors, so you don't have to continue to pursue with repeated collections activity (and expense) throughout the year. Instead, you can call the entire year due, which means only one set of legal fees for the entire year.]**

(c) Further, subject to any limitations of the Act, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefore. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, that are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

**[Note: This provision is similar to but updates Article IV, Section 7 of your current Declaration to comply with CCIOA as updated by HB22-1137.]**

Section 6.9 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

**[Note: This provision is similar to but updates Article IV, Section 8 of your current Declaration to comply with the super lien priority that the Assn is afforded over the first mortgagees per CCIOA.]**

Section 6.10 Borrowing.

The Association shall have the power to borrow funds and assign its right to future income, including the right to assign its right to receive Common Expense Assessments, as security for such loan.

**[Note: This provision is similar to the Article V, Section 5 of your current Articles of Incorporation.]**

## ARTICLE 7 PARTY WALLS

Section 7.1 Party Wall Easements.

Mutual reciprocal easements are hereby established, declared, and granted for all party walls between improvements constructed on Lots, which reciprocal easements shall be for mutual support and shall be governed by this Declaration and more particularly by this Article.

Section 7.2 General Rules of Law to Apply.

Each wall that is built as a part of the original construction of a Residence upon the Property and placed on the dividing line between Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

Section 7.3 Sharing of Repair and Maintenance.

The cost of reasonable repair, replacement, and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 7.4 Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.5 Liability for Negligence.

Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for in this Declaration, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and damages as a result of failure to do so.

Section 7.6 Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7.7 Dispute Resolution.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall submit the dispute to mediation. If the dispute cannot be resolved through mediation, the parties may pursue the dispute in arbitration or through a legal proceeding before a court.

**[Note: This is similar to Article VI of your current Declaration.]**

## ARTICLE 8 USE RESTRICTIONS

All Property within the Community shall be held, used, and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances or is inconsistent with applicable law. Any such modification or waiver must be in writing.

**[Note: This provision is new and added per the recommendation of the attorney.]**

### Section 8.1 Compliance with the Public Policy Provisions of the Act.

C.R.S. §38-33.3-106.5 through 106.8 of the Act prohibit the enactment or enforcement of any rules, regulations, and restrictions that are deemed contrary to public policy. Such provisions of the Act prohibit the Association from banning flags, signs, religious symbols, child care homes, electrical vehicle charging systems, solar panels, and other such enumerated items or activities, while providing certain exceptions and allowing the Board to adopt certain reasonable regulations over the same.

Notwithstanding any covenant, condition, restriction, rule, or other regulation that may state otherwise, these Governing Documents shall be read to be in compliance with the above-referenced provisions of the Act. If any provision of the Governing Documents is held invalid against the above-referenced provisions of the Act, the invalidity shall not affect other provisions of the Governing Documents that can be given effect without the invalid provisions or applications.

**[Note: This was added to clarify that CO law does not allow any rules, regs, restrictions that are contrary to the state's public policy.]**

### Section 8.2 Use/Occupancy.

All Lots within the Community shall be used only for those uses and/or purposes permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home-based businesses, as defined in the Act, shall be allowed so long as the home-based business is incidental and secondary to the use of the Lot and does not change the residential character thereof, complies with local zoning ordinances and regulations, and complies with this Declaration.

In addition to the restrictions contained in this Section, the Board of Directors may adopt reasonable rules and regulations governing architectural control, parking, landscaping, noise, nuisance, or other matters concerning the operation of a home-based business.

Uses that have one or more of the following characteristics are not permitted, to the extent not contrary to the Act: (a) commercial manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long-term parking of heavy equipment, including semi-trailers; (e) the use or rental of any Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

**[Note: This provision revises Article VIII, Section A(e) of your current Declaration to allow for home-based businesses that do not have any external impact on the community. This must be allowed per [SB24-134](#), which was just signed and requires assns. to allow home-based businesses, subject to reasonable rules and regs on architectural control, parking, landscaping, noise, nuisance or other such external impacts.]**

If the Owner of a Lot is a corporation, partnership, trust, or other legal entity not being a natural person, the entity shall designate in writing the name(s) of the person(s) who will occupy the Lot. The designated person(s) shall not be changed more frequently than once every six months, and any such change must be designated in writing within 10 days of the change.

**[Note: This provision has been added to address the situation where a company purchases a Lot for the purpose of housing employees or other agents, such as travelling nurses. Such arrangements do not fall under the definition of a lease, because the owner of the Lot is not leasing the Lot to the employee/agent; they are simply allowing them occupancy. The way we've written it is that the employees may not be cycled in more frequently than once every 6 months, using short-term rental guideline below.]**

### Section 8.3 Leasing and Occupancy of Lots.

Leasing and renting of Lots is expressly permitted, subject to this Section. For the purposes of this Declaration, the terms "leasing" and "renting" are defined as regular, exclusive occupancy of a Lot by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include exclusive occupancy of the Lot by a child or parent of the Owner. Leasing shall be governed by the following provisions.

**[Note: The above includes a generic definition of leasing. If the Owner is residing at the Lot, then the occupancy is not exclusively occupied by someone other than the Owner; therefore, the occupancy is not considered a lease. Also, we excluded the exclusive occupancy by a child or parent of the Owner from the definition of leasing as requested. The rest of the restrictions below are standard.]**

(a) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration and any Rules and Regulations of the Association.

(b) Each Owner who leases his or her Lot shall provide the Association, prior to the tenant moving into the Lot, a copy of the current lease (financial information can be redacted) and tenant information, including the names and contact information of all tenants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(c) Subleasing is prohibited.

(d) Leases shall be for the entire Lot (i.e., individual rooms may not be leased out).

(e) All leases shall be for an initial period of at least six months, which can then convert to month-to-month or other periodic term with the same tenant. Short-Term (i.e., less than six months) initial leases are prohibited. Advertising a Lot for a Short-Term lease is also prohibited.

If the failure to lease on a Short-Term basis will result in a hardship, the Owner may seek to lease on a Short-Term hardship basis by applying to the Association for a Short-Term Hardship Leasing Permit. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot within six months; (2) an Owner dies and the Lot is being administered by his or her estate over a Short-Term basis. Hardship Short-Term Leasing Permits are valid only as to specific Owners and Lots and shall not be transferable between either Lots or Owners.

The Board shall have the authority to issue or deny requests for Short-Term Hardship Leasing Permits in its discretion after considering the following factors:

- (i) the nature, degree, and likely duration of the hardship;
- (ii) the harm, if any, that will result to the Community if the permit is approved;
- (iii) the number of Short-Term Hardship Leasing Permits that have been issued to other Owners;

- (iv) the Owner's ability to cure the hardship; and,
- (v) whether previous Short-Term Hardship Leasing Permits have been issued to the Owner.

**[Note: This is a new provision prohibiting short-term rentals (of less than 6 months); however, an allowance for such short-term rentals is made for a hardship basis. The hardship definition and criteria for hardship permits is standard.]**

(f) All Owners who are leasing their Lots shall provide to the Association an address, phone number(s), and electronic mail addresses if available, where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(g) All occupancies, leases, and rental agreements of Lots shall state that the failure of the tenant, lessee, renter, or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease, or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(h) All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

(i) The Association shall have the authority to adopt additional Rules and Regulations clarifying and implementing the restrictions in this Section, and any other related Section and as permitted by law.

#### Section 8.4 Prohibition on Vacation Rentals.

Short-term vacation rentals of Lots, including but not limited to rentals through VRBO, Airbnb, HomeAway, and other such online rental sites, are prohibited. "Short-term" means for

a period of less than 6 months. Advertising a Lot for a Short-term vacation rental is also prohibited.

**[Note: We added this provision to make it clear that Airbnb and similar occupancies were prohibited. Although they are the same as short-term rentals, sometimes they are called vacation rentals so we distinguished them to make it clear that either type of occupancy, regardless of what it's called, is prohibited. We applied the same 6-month minimum requirement. We also added that advertising such Lot for a short-term purpose is also prohibited.]**

Section 8.5 Acquisition of Multiple Lots.

No Owner may own, control, or acquire, whether directly or indirectly through an affiliate of the Owner, any interest in more than three (3) Lots in the Community, whether through purchase, trade, gift, inheritance, lease, merger, consolidation, or other means of acquisition. Notwithstanding anything in this Declaration to the contrary, this restriction on acquisition of Lots shall not apply to a mortgagee acquiring title to a Lot subject to a mortgage by foreclosure or deed in lieu of foreclosure. This restriction shall be enforceable by the Association or any Owner by means of an action for injunction to restrain any future acquisition or to require an Owner who has violated this restriction to divest any interest so acquired.

**[Note: This provision is new and added to prohibit block-voting.]**

Section 8.6 Use of Balconies, Decks, Patios, and Porches.

Nothing shall be hung from or placed outside the Residence, including in the Limited Common Area patios, or on any balconies, decks, and porches, unless allowed in the Rules and Regulations.

**[Note: This is new, and gives the Board authority to define what is permitted outside the Residence, including the patio area.]**

Section 8.7 Restrictions on Animals and Pets.

“Pet” shall mean and include cats, dogs, birds, reptiles, or other household animals, as may be defined in or supplemented by the Rules and Regulations. Pets may be kept in a Lot if the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet that, in the discretion of the Board, is considered to be a danger to the Owners, management staff, if any, or occupants in the Community.

If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be



required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. When outside the Lot and on Common Areas, dogs must be under leash control at all times. Feces must be removed promptly by the owner of the Pet or the person responsible for the Pet. Pets shall not be allowed to defecate or urinate on any patio or balcony in the Community.

Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests, or other invitees.

**[Note: This is similar to and expands Article VIII, Section (f) of your current Declaration.]**

Section 8.8 Over-the-Air-Reception Devices.

“Over-the-Air-Reception Devices” or “Permitted Antennas” are defined as (a) an antenna that is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna that is one meter or less in diameter and is used to receive video programming services via multipoint distribution services, including broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna that is designed to receive or broadcast television broadcast signals; or (d) other antennas that are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on the Lot or Limited Common Areas that permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance, or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior over-the-air-reception device of any type shall be erected, installed, or maintained on a Lot or Limited Common Areas, without prior written approval pursuant to Article 9.

**[Note: This provision replaces Article VIII, Section (j) of your current Declaration to comply with the federal Over-the-Air-Reception Device law. Note that prior approval of these types of protected satellite dishes/antenna is not permitted, but the Association can adopt location and installation preferences.]**

Section 8.9 Nuisances.

No nuisance shall be permitted within the Community, nor any use, activity or practice that is the source of unreasonable annoyance or embarrassment to, or that unreasonably offends or disturbs any Owner or that may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or Common Area, or any portion of the Community by residents.

Nuisances include exterior light fixtures (such as spotlights and searchlights) that are unreasonably bright or cause unreasonable glare, sound (such as through speakers, horns, whistles, and bells), and odor that is reasonably found by others to be noxious or offensive. Nuisances may be further defined in the Rules and Regulations.

**[Note: This provision is similar to but expands upon Article VIII, Section (g) of your current Declaration.]**

Section 8.10 Parking, Storage, and Repairs.

(a) All parking in the Community, including but not limited to the interior parking stalls located within the Interior Parking Areas (as clarified on the Easement Location Map), and the open Common Area parking spaces, shall be regulated by the Association. The Board of Directors has authority to adopt and periodically amend Rules and Regulations that further clarify this Section and the use of all parking spaces, including the ability to assign the open Common Area parking spaces to individual Lots.

(b) Open Common Area parking spaces are restricted to use for parking vehicles. Open Common Area parking spaces are used on a first-come, first-serve basis. No storage is permitted in the open Common Area parking spaces.

(c) Interior parking stalls shall only be used by the Owner or resident of the Lot with the appurtenant Parking Easement over said stall. Interior parking stalls may only be used for parking purposes, and not for storage. No dividing walls of a temporary or permanent nature shall be erected within the Interior Parking Areas.

**[Note: The above is similar to Article VIII, Section (k) of your current Declaration.]**

(d) The following may not be parked or stored within the Community, unless authorized in writing by the Association, or allowed by the Act as an “emergency vehicle”: Trailers (including but not limited to camping trailers, boat trailers, hauling trailers); boats or other motor craft and accessories; self-contained recreational vehicles; commercial vehicles; and any other oversized vehicles which are defined as any vehicle that does not wholly fit within a parking space or interior parking stall. The foregoing vehicles may be clarified further in the Rules and Regulations. The foregoing may be parked as a temporary expedience, as defined in the rules for loading, delivery of goods

or services, or emergency. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community that are necessary for construction or for the maintenance of the Common Areas, Lots, or any improvement located thereon.

**[Note: The above was added per Board request.]**

(e) No stripped-down, wrecked, junked, abandoned, unlicensed, or inoperable vehicles of any kind shall be stored or parked within the Community except in emergencies. The foregoing restrictions shall not include otherwise permitted vehicles parked by Owners while on vacation or during a period of illness if notice of such vacation or illness lasting over two weeks has been communicated to the Association in writing.

**[Note: The above is similar to Article VIII, Section (m) of your current Declaration.]**

(f) The Board may adopt Rules and Regulations that clarify ambiguous terms such as “commercial” and “abandoned”, “inoperable” vehicles.

(g) No motor vehicle may impede the safe and efficient use of the roads or driveways within the Community by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use the roads or Parking Spaces within the Community.

(h) Except as provided herein, no maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle may be performed or conducted in the Community. Simple maintenance, including but not limited to: washing and polishing, jump starting, battery replacement, vacuuming the interior, replacing air filters and headlamps, refilling the washer reservoir, and changing tires, is permitted as long as the vehicle is not left unattended on a jack or stand/blocks. Oil changing is prohibited.

**[Note: The above prohibition against vehicle maintenance reflects current rules.]**

(i) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) is prohibited and subject to immediate towing.

(j) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may tow said vehicle pursuant to the procedures and requirements clarified in the Rules and

Regulations and/or towing policy adopted by the Board. All requirements for towing under applicable Colorado law must be followed, as clarified in the Rules and Regulations and/or towing policy.

**[Note: The above towing provisions have been added. Towing procedures contained in your Rules, Regs, and/or policy are consistent with the new towing regulations under [HB22-1314](#) and [HB24-1051](#).]**

Section 8.11 Use of Common Areas.

Nothing shall be altered on, constructed in, or removed from the Common Areas without the prior written approval of the Association, which may be denied outright. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored on any part of the Common Areas without the prior written approval of the Association.

**[Note: This provision is similar to Article VIII, Sections (a) and (b) of your current Declaration.]**

Section 8.12 Planting and Gardening.

No planting or gardening is permitted without prior written approval pursuant to Article 9.

**[Note: This changes Article VIII, Section (i) of your current Declaration to require prior approval for any planting/gardening (whether inside or outside Limited Common Areas); however, Article 9 allows you to adopt guidelines which will eliminate the need for prior approval for certain improvements. It is in these guidelines where you can eliminate the need for certain types of gardening in the Limited Common Areas for example.]**

Section 8.13 Outbuildings and Temporary Structures.

An “outbuilding” shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, trailers, mobile homes, tents, shacks, barns, detached garages, recreational outbuildings (including playhouses, swing sets, inflated bouncy houses), closets, greenhouses, animal enclosures (including chicken coops, animal kennels/houses, or runs) shall be allowed in the Community. Further, none of the foregoing structures even if attached to the dwelling shall be allowed. Subject to the Act, none of the foregoing structures shall be used in the Community at any time for residential purposes, either temporarily or permanently.

**[Note: This provision is similar to and expands upon Article VIII, Section (e) of your current Declaration.]**

Section 8.14 No Hazardous Activities.

No activity shall be conducted on any portion of the Community that is or might be unsafe or hazardous to any person or property. No flammable or noxious substance shall be stored in any of the areas located in the Storage Easements, as clarified in the Easement Location Map attached as Exhibit B.

**[Note: This provision is similar to Article VIII, Sections (h) and (n) of your current Declaration.]**

Section 8.15 Tanks and Grills.

Certain tanks and open-flame cooking devices are permitted if they comply with the local fire code, and as long as they will not jeopardize availability of Association insurance or unreasonably increase Association insurance premiums. Types of open-flame cooking devices, and proper use and storage of such devices, are clarified in the Rules and Regulations.

**[Note: This is new and added per Board request (and after discussion with insurance broker).]**

Section 8.16 Compliance with Insurance Requirements.

Except as may be approved in writing by the Association, nothing shall be done or kept on the Community that may result in a material increase in the rates of insurance or could result in the cancellation of any insurance maintained by the Association.

Furthermore, the Board of Directors may require the Owner to perform upgrades, modifications, or improvements to their Lot in order to ensure the Association is able to maintain adequate insurance on the Buildings and/or due to potential safety, health or other hazards, or may determine that the Association shall perform such upgrades, modifications, or improvements to the Lot and charge any such costs incurred to the Owner as a supplemental assessment pursuant to Article 6.

**[Note: This provision is new and added per attorney and insurance broker recommendation.]**

Section 8.17 Prohibition of Marijuana Distribution and Growing.

No Owner or occupant of a Unit may utilize such Unit for the purpose of growing or distributing marijuana, or for the sale/distribution of any other controlled substance, except as allowed per state law. This prohibition may further be clarified by the Board of Directors

through Rules and Regulations. Owners will be responsible for any damage resulting from a violation of this restriction, including but not limited to increased water and utility charges.

**[Note: This provision has been added per Board request.]**

Section 8.18 Smoking/Vaping Prohibition.

(a) Definitions. For the purposes of this Section, the following terms shall be defined as follows:

(i) “Smoking” shall mean and include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco product, marijuana or any other legal or illegal substance.

(ii) “Vaping” shall mean and include the inhaling and exhaling of vapor from a battery-operated electronic device (such as an electronic cigarette or vape pen) that heats up and vaporizes a liquid or solid.

(b) Smoking and Vaping Prohibition. No Owner, guest, family member, tenant, resident, business invitee or visitor shall smoke cigarettes, vaping devices, cigars, other tobacco products and/or any other legal or illegal substance in the interior parking stalls or in the Common Areas, including the Common Area pool area, but excluding the Limited Common Areas.

(c) Disclosure Requirement. Any Owner who rents his or her Lot or otherwise allows someone other than the Owner to reside within or occupy the Lot shall disclose to all persons residing within the Lot that Smoking and Vaping is prohibited within the interior parking stalls and all Common Areas in the Community other than Limited Common Areas, prior to their residency or occupancy.

**[Note: This provision has been added per Board request.]**

Section 8.19 Restriction on Signs, Flags, and Advertising.

Signs and flags (including flag poles) may be displayed in accordance with Colorado law. The Association may prohibit and otherwise regulate signs and flags bearing commercial messages. With respect to signs and flags that do not bear commercial message, the Association may adopt reasonable, content-neutral regulations addressing their number, placement, size, and other objective factors as permitted by Colorado law. Handbills, solicitations, flyers, and other such small advertisements or notices distributed by hand are prohibited.

**[Note: This provision replaces Article VIII, Section (g) of your current Declaration in order to**

comply with updates under [HB21-1310](#).]

Section 8.20 Trash Restriction.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, or any Common Areas or outside Lots, unless placed in the appropriate receptacles in the trash rooms. The Board has authority to establish Rules and Regulations regarding the use of the trash rooms and receptacles and violations for improper use of the same.

**[Note: This provision is similar to Article VIII, Section (h) of your current Declaration but we have added specific reference to the trash rooms and rules for same.]**

Section 8.21 Hoarding and Similar Prohibited Activities.

No Owner or occupant of a Lot may engage in hoarding, creating conditions conducive to indoor fires, allowing Lots to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions that could cause damage or harm to other Lots in the Community.

**[Note: This provision has been added pursuant to Board request.]**

Section 8.22 No Restrictions on Mortgaging of a Lot.

There are no restrictions on the right of the Owners to mortgage or otherwise encumber their Lot. There is no requirement for the use of a specific lending institution or particular type of lender.

**[Note: This provision is new and added per recommendation of the attorney.]**

Section 8.23 Plat Restrictions.

The restrictions, if any, included on the Plat for the Property are incorporated herein by this reference.

**[Note: This provision is new and added per recommendation of the attorney.]**

Section 8.24 Rules and Regulations.

In furtherance of the provisions of this Declaration and the general plan, Rules and Regulations concerning and governing the Community, including the Common Areas, Limited Common Areas, and Lots, may be adopted, amended, or repealed from time-to-time by the

Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

**[Note: This provision is similar to Article VIII, Section (I) of your current Declaration.]**

Section 8.25 Compliance with Laws.

Nothing shall be done or kept on the Property in violation of any law, ordinance, rule, or regulation of any governmental authority having jurisdiction over the Property including without limitation any environmental law, ordinance, or regulation.

**Note: This provision is new and added per recommendation of the attorney.]**

Section 8.26 Use of the Words Park East Square or Park East Square Homeowners Association, Inc.

No resident or Owner shall use the words Park East Square or Park East Square Homeowners Association, Inc. or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

**[Note: This provision is new and intended to address the situation where an Owner uses the Association's name for their website, social media page, etc., and this causes confusion amongst other Owners.]**

**ARTICLE 9 MODIFICATIONS TO LOTS AND LIMITED COMMON AREAS**

**[Note: This Article substantially expands upon Article V of your current Declaration to provide procedures for seeking modifications to Lots and Limited Common Area.]**

Section 9.1 Alterations of Lots or Limited Common Areas.

Owners shall have the right, subject to the provisions of this Article, to make the following alterations to their Lots or Limited Common Areas.

(a) Interiors. Owners have the right to make any improvements or alterations to the interior of his or her Lot, except as provided for in this Article.

(i) Decoration of Lot. The Owner may decorate the interior of his or her Lot as the Owner so determines; provided, however, that to the extent a



window treatment detracts, in the reasonable judgment of the Board, from the aesthetic or architectural integrity of the Community (such as solid covering that blocks a window), the Member may be required to undertake such reasonable measures as the Board may determine to eliminate such detraction.

(ii) Nonstructural and Structural Interior Alterations. The rights and restrictions in this Article shall not be construed to restrict a Member's right to move, remove, alter, or change any interior, nonstructural wall or partition, or change the use and/or designation of any room within his or her Lot; provided, however, that such change shall not affect the structural integrity of the Community or mechanical or utility systems of the Community.

No structural alterations to any Lot shall be done by any Owner, without the prior written approval of the Board, including but not limited to, the relocation of any electrical, duct work, or plumbing, or the relocation of any such Lot components that in any way affect or impact other Lots.

(b) Exteriors. Except as may be provided under the Act or as expressly allowed in the Rules and Regulations, policies, or architectural guidelines, no exterior change, addition, or other improvement shall be made to the exterior of any Residence or to any Limited Common Area without prior written approval of the Board, except for holiday decorations, that shall be expressly allowed, pursuant to the Rules and Regulations. The prohibition against exterior modification without prior Board approval includes, but is not limited to, changes in doors, windows, HVAC systems or heat pumps, EV Charging Systems, fences, patio areas, sump pumps, radon vents, and exterior lighting.

(c) Express Prohibitions. The following modifications are prohibited:

(i) combination of Lots;

(ii) exterior painting (as painting of the exterior surfaces of the Residences and other exterior surfaces, including the exterior doors, is the sole responsibility of the Association);

(iii) installation of dividing walls of a temporary or permanent nature within the Interior Parking Areas; and,

(iv) installation of dividing barriers of a permanent nature between Limited Common Area patios and balconies (under or on top of the railing).

**[Note: The above prohibitions were added per Board discussion, other than subsection (iii),**

**which is from Article VIII (k) of your current Declaration.]**

(d) Limitations. Rights of Owners to make the alterations and modifications allowed per the above cannot impair the structural integrity, electrical systems, mechanical systems, utilities, lessen the support of any portion of the building, or violate any of the provisions of this Article.

(e) Application and Approval Requirements. All changes above requiring Board approval may only be made by the Owner of the Lot, as applicant, after application to and approval by the Board. The application and approval process shall include at least the following.

(i) Signatures. The signature of one Owner of the Lot that is proposed to have changes must be on the application.

(ii) Representations. The Owner must represent and warrant that the proposed modifications do not affect the structural integrity, electrical systems, mechanical systems, utilities, lessen the support of any portion of the building or violate any of the provisions of this Article.

(iii) Contents of the Application. The application must contain at least the following:

(1) evidence sufficient to the Board that the applicant has complied with and/or will comply with all local rules and ordinances;

(2) proof that the contractor(s) of the Owner is/are licensed and adequately insured; and,

(3) such other information as may be reasonably requested by the Board.

(iv) Agreement May Be Required. The Board may require the Owner's written agreement (in the form required by the Association) providing for the following:

(1) for the Owner to be responsible, now and/or in the future, for any structural deficiencies or problems, electrical deficiencies or problems, mechanical structural integrity, electrical systems, utility or mechanical deficiencies or problems or problems associated with a lessening of support of any portion of the Community, or for violations of any of the provisions of this Article, all as may reasonably be

determined by the Board;

(2) for the Owner's agreement to be responsible for ongoing maintenance, repair, replacement, and improvement of any or all of the proposed additions/modifications of the Owner. The Board may require Owners to be responsible for all or some of the maintenance, repair, replacement, and improvement of the proposed modifications;

(3) for the Owner's payment of the fees and costs of the Board, together with a deposit against fees and costs that the Board will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Board, in advance of any billing for costs and expenses of the Board;

(4) for reasonable advance notice by the Owner for the work to be performed, from the Owner or from the Owner's contractor; and,

(5) satisfaction of all conditions as may be reasonably imposed by the Board.

**[Note: The above is necessary if the Association is going to allow installation of anything on the Common Area or anything that may increase the Association's exposure to maintenance obligations or liability. It is highly recommended by the attorney that the Association condition approval of such modifications with the agreement by the Owner to accept all future maintenance, liability, etc., that arise due to such modifications.]**

#### Section 9.2 Acknowledgment of Owners.

Owners acknowledge, accept, and agree to the following.

(a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Board.

(b) Owners shall immediately comply with any request by the Board for additional information relating to an improvement prior to the Board's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Board approval, if previously granted.

(c) Board approval does not constitute approval of the local building or zoning department, drainage design or structural soundness.

(d) Owners, by submitting an application for approval, hereby certify: (i) they will construct or modify improvements located only on or in their own Lot or upon Property that they have permission to construct, modify or improve; and (ii) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property, including any and all of the easements specified in Article 2 of this Declaration.

(e) Owners shall notify the Board of completion of the improvement's installation or construction within five days of such completion.

(f) Upon completion of an improvement, Owners authorize the Board or its representative(s) to enter onto the Lot for exterior inspection and, if applicable, interior Residence inspection.

(g) Failure of an Owner to notify the Board of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Board's approval.

(h) If the improvement as built does not conform to the improvement as approved by the Board, the Board's approval will be deemed withdrawn, and upon written request of the Board, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications.

(i) In the event of withdrawal of Board approval for any reason(s) cited in this Section, and upon written request from the Board, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

**[Note: The above is new and clarifies the requirements that Owners must follow in order to modify any part of the Lot or Limited Common Area. It also allows the Board to require removal/redoing anything that is not built to the approved plan (see also Section 10.1(b)(4)).]**

### Section 9.3 Architectural Criteria.

The Board shall exercise its reasonable judgment to the end that all attachments, improvements, construction, and alterations to improvements pursuant to the above shall comply with the requirements set forth in this Declaration as clarified by the architectural guidelines, shall be based on conformity and harmony of exterior appearance with neighboring structures, the preservation of aesthetic beauty (such as curb appeal to protect property value),

and with the specifications and purposes generally set out in this Declaration. The approval or consent of the Board on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious; provided, however, the Board has absolute authority to deny any and all modifications to any part of the Common Areas.

**[Note: The criteria was added per Board discussion.]**

Section 9.4 Establishment of an Architectural Review Committee.

The Board may establish an Architectural Review Committee (“Committee”) to assist the Board in performing its duties under this Article 9. The Board may delegate to the Committee the task of receiving, reviewing and making recommendations to the Board regarding architectural submissions. The Board may further delegate to the Committee the direct authority to approve or reject architectural submissions. The number of Committee members and specific role and responsibilities of the Committee shall be established by formal resolution of the Board. The Board shall have the authority, at its sole discretion, to establish or disband a committee, and to appoint or remove any members of the Committee at its sole discretion.

Section 9.5 Architectural Guidelines.

The Board may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations and/or Policies and Procedures of the Association. The guidelines may establish additional processes for receipt, review, and response to architectural submissions; material and specifications for particular improvements; and identification of improvements that do not need approval as long as the Owner complies with any stated guidelines.

Section 9.6 Reply and Communication.

Except for submittals regarding proposed modifications to the Common Areas, including Limited Common Areas, which shall not be subject to a timeframe for review, the Board shall reply to all complete submittals of applications made in accordance herewith in writing within 30 days after receipt.

In the event the Board fails to take any action on submitted applications within 30 days after the Board has received the complete application, including plans and specifications, the submittal shall be deemed to be granted; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, the Rules and Regulations or any architectural guidelines adopted by the Board. All communications and submittals shall be addressed to the Board in care of the Association.

**[Note: The timeframe and default approval is under Article V of your current Declaration. The Board asked whether the 30-day timeframe complies with the requirement under [HB21-1229](#) that solar panel installation requests must be responded to within 60 days. This fits because it is within 60 days. The law provides that it cannot take longer than 60 days.]**

Section 9.7 Conditions of Approval.

In the discretion of the Board or the Committee, if one is delegated the authority to do so, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement, and insurance to and on such change, modification, addition or alteration.

Section 9.8 Maintenance Responsibilities.

For all modifications made to a Lot or Limited Common Area by an Owner, whether made under the authority and with the approvals under this Article, or whether made previously or without approvals required under this Article, the current Owner of the Lot shall be responsible for maintenance, repair, and replacement of all modifications unless the Association expressly assumes any of those responsibilities in writing. This is regardless of whether the current Owner installed the modifications themselves, or whether a prior Owner installed them.

**[Note: This was added per recommendation of the attorney to make it clear that the maintenance responsibility for any modification falls on the Owner (whether the current or prior Owner made the modification) unless the Assn expressly assumes such responsibility.]**

Section 9.9 Fees and Costs.

Owners shall be obligated to pay all fees and costs incurred by the Board in reviewing and effectuating an Owner's application, whether by deposit, or subsequent invoice from the Association.

Section 9.10 Commencement and Completion of Construction.

All improvements approved by the Board must be commenced within two months from the date of approval unless otherwise stated in the written approval from the Board. If not commenced within such time, then such approval shall be deemed revoked by the Board, unless the Board gives a written extension for commencing the work. Additionally, except with

written Board approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the Owner, all work approved by the Board shall be completed within the timeframe stated in the approval form.

**[Note: The above timeframes were included per Board discussion, to ensure timely completion of approved projects.]**

Section 9.11 Variances.

The Board may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 9.12 Right to Appeal.

If the Board of Directors has not delegated review of applications to a Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors. The Board of Directors shall review the decision of the Committee pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision of the Committee may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 9.13 Waivers.

If the Board (or Committee if it is delegated the authority to do so) approves a proposed architectural submission, this approval shall not be deemed to constitute a waiver of the Board's right to deny or reject a different architectural submission, even if such submission is similar to the approved submission.

Section 9.14 Liability.

The Board and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes,

zoning regulations and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

## ARTICLE 10 INSURANCE/CONDEMNATION/OBSOLESCENCE

**[Note: This Article replaces Article XII of your current Declaration to move all obligations re who maintains property insurance coverage over which components to chart form in Exhibit C of this Declaration. We have reduced the obligation to the current studs-out coverage, but left the flexibility of obtaining more insurance if it's in the best interest of the Assn to do so in the future.]**

**All of the provisions in this Section 10.1 reflect current industry provisions, but we have left out certain requirements for post-CCIOA associations (such as requiring the Assn be primary, or requiring the Assn contain minimum levels of insurance) since you are pre-CCIOA. We have also added certain requirements based on our recommendations, even though they are not required under CCIOA (such as requiring the Assn to obtain D&O insurance).**

**Additionally, the damage, destruction and condemnation provisions in Article XI of your current Declaration have been eliminated and the provisions of CCIOA are adopted instead.]**

### Section 10.1 Insurance to be Carried by the Association.

The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in Exhibit C of this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

### Section 10.2 Association Property Insurance on the Residences and Common Areas.

(a) The Association shall obtain and maintain property insurance covering full replacement cost, loss, damage or destruction by fire or other casualty as set forth in Exhibit C of this Declaration, which includes the Residences as clarified in Exhibit C.

(b) If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Board of Directors: (a) an inflation guard endorsement, (b) a Construction Code endorsement, (c) a demolition cost endorsement, (d) a contingent liability from operation of building laws endorsement, (e) an increased cost of construction endorsement.



(c) All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners, and their respective mortgagees, and all other persons entitled to occupy any Lot, as their interests may appear.

(d) The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs. Each Owner shall have the right to obtain additional coverage at his or her own expense.

(e) The Board of Directors has authority to revise the property insurance obligations of the Association, if it is in the best interest of the Association to do so, and only after the Board has made an informed decision. This may include any changes to the property insurance obligations over the Residence or Lot. Should the Board determine to revise the property insurance obligations of the Association over the Residence or Lot, it shall provide reasonable written notice to the Owners. Additionally, the Board shall update the Chart in Exhibit C to reflect the new insurance obligations, pursuant to its authority under Section 10.20.

**[Note: This last subsection (e) allows the Assn flexibility to change the coverage, whenever it is in the best interest of the Assn to do so. However, that will require notice to the Owners and an update of the Chart if necessary.]**

#### Section 10.3 Owner Insurance Responsibilities.

Lot Owners are responsible for maintaining insurance over their Lots and the Residence and other insurable improvements thereon, as set forth in Exhibit C of this Declaration, to the extent not already maintained by the Association. Owners are also responsible for general liability insurance within a Lot. The liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any insurance carried by Lot Owners. The Association's insurance coverage, as specified in this Declaration, and under the Act, does not eliminate the need for Lot Owners to obtain insurance for their own benefit.

#### Section 10.4 Association Flood Insurance.

The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

#### Section 10.5 Association Liability Insurance.

The Association shall obtain a policy of public liability and property damage liability insurance covering the Common Areas, in such limits as the Board may determine from time to

time, but not in any amount less than a combined single limit of \$1,000,000.00. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other uses of the Community. All liability insurance shall name the Association as the insured.

Section 10.6 Association Fidelity Insurance.

The Association shall obtain fidelity insurance to protect against dishonest acts of its officers, directors, trustees, employees, and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, but in no event less than three months of Assessments plus everything in the reserve account.

Section 10.7 Association Workers' Compensation and Employer's Liability Insurance.

The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 10.8 Association Directors and Officers Personal Liability Insurance.

The Association shall obtain directors and officers personal liability insurance to protect the directors, officers, committee members, and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting on behalf of the Association.

Section 10.9 Other Association Insurance.

The Association may obtain insurance against such other risks, as it shall deem appropriate with respect to the Association responsibilities and duties. This includes, but is not limited to additional insurance over the Lots.

Section 10.10 Miscellaneous Terms Governing Insurance Carried by the Association.

The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions.

- (a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the

Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of their household.

(c) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without prior written notice to all of the Owners as provided by Colorado law and to the Association.

(d) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first lien security interests at least 10 days prior to the expiration of the then current policies.

(e) All liability insurance shall name the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.

(f) Prior to the Association obtaining any blanket policy of property insurance on any Common Area, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of any Common Area and any improvements thereon, without deduction for depreciation, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof.

(g) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner.

#### Section 10.11 Insurance Premium.

Insurance premiums for the above provided Association insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

#### Section 10.12 Managing Agent Insurance.

The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment, and fidelity coverage, as set forth in the managing agent agreement.

Section 10.13 Annual Association Insurance Review.

The Board shall review the insurance carried by and on behalf of the Association at least annually.

Section 10.14 Adjustments by the Association.

Any loss covered by an insurance policy shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any Owner or holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners, and holders of first lien security interests as their interests may appear. Proceeds must be distributed first for the repair or restoration of the damaged property. The Owners and holders of first lien security interest are not entitled to receive payment of any portion of the proceeds. The Association may determine how a surplus of proceeds, if any, shall be utilized.

Section 10.15 Responsibility for Payment of Deductible Amount.

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment or absorption of the deductible amount for claims that the Association is responsible for insuring shall be as follows.

(a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to any Common Area (other than any Limited Common Area under the maintenance responsibility of the Owner as identified in Exhibit C, in which case the Owner shall pay or absorb the deductible) or any portion of the Lot that is under the maintenance responsibility of the Association, unless the damage is the liability of an Owner, their family, guests, or invitees, as set forth in this Declaration, in which case the Association shall charge the deductible amount against the Lot as a supplemental Assessment pursuant to Section 6.5 of the Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to the Lot that would be the responsibility of the Owner in the absence of insurance unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible.

**[Note: The above allocates the deductible to the party who would have the maintenance responsibility in the absence of insurance, except if the Owner or the Assn was negligent, in which case the negligent party pays the deductible.]**

Section 10.16 Duty to Repair.

Any portion of the Community for which insurance is required under this Article that is damaged or destroyed must be repaired or replaced promptly by the Association or Owner.

Section 10.17 Condemnation and Property Insurance Allocations and Distributions.

In the event of a distribution of condemnation proceeds or property insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 10.18 Insurance Assessments.

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction that in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. Notwithstanding the Special Assessment procedure set forth in this Declaration, the insurance Assessment shall be ratified unless vetoed by Members holding at least 90% of the total votes entitled to be cast in the Association pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 10.19 Payment of Claims to Delinquent Owners.

Notwithstanding anything to the contrary in this Declaration, in the event of an insured loss under the Association's property insurance policy that the Association receives payment for a loss sustained by an Owner who is delinquent in the payment of Assessments, the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association towards the necessary repairs.

Section 10.20 Update to Maintenance and Insurance Chart.

If the Board of Directors revises the Association's property insurance obligations pursuant to its authority under Section 10.2(e), then the Board shall update the Chart attached as Exhibit C to this Declaration to reflect such change. No Owner approval is necessary to update the Chart, as the Board shall simply be exercising its right to make such change pursuant to Section 10.2(e).

Once the Chart is updated the Board shall record the updated Chart in the office of the Clerk and Recorder, Boulder County, State of Colorado. The Board shall notify the Owners of the

updated Chart by circulating the update Chart to all Owners, with clear notice that the insurance obligations of the Association have been changed.

**[Note: The above has been added to allow the Assn flexibility in changing the insurance obligations over the Residence, with reasonable written notice to the Owners.]**

## ARTICLE 11 GENERAL PROVISIONS

### Section 11.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote and the right to use Common Areas;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities that are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, precluding any contractor,

subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and,

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. For example, even if the Board decides to suspend voting or use rights in an attempt to induce compliance, it may also exercise its rights to levy a fine and/or file a lawsuit to induce compliance. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

**[Note: This provision is similar to but expands upon Article X, Section 1 of your current Declaration to provide the broadest enforcement remedies permitted under Colorado law.]**

#### Section 11.2 Attorney Fees.

If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding.

If an Owner or an Owner's family member, guest, tenant, invitee, or licensee fails to comply

with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding.

In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Lot.

**[Note: This provision is new and has been added to comply with CCIOA, which treat attorneys' fees differently depending on whether they're for collections activity vs. covenant enforcement.]**

Section 11.3 Severability.

Each provision of this Declaration shall be independent and severable. If any provision of this Declaration is held invalid, the invalidity shall not affect other provisions of this Declaration that can be given effect without the invalid provisions or applications.

**[Note: This provision is similar to Article X, Section 6 of your current Declaration.]**

Section 11.4 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

**[Note: This provision is similar to Article X, Section 2 of your current Declaration.]**

Section 11.5 Amendment of Declaration by Owners.

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions, or equitable servitudes may be added, at any time and from time to time upon approval of Members holding at least a majority of the total votes in the Association.

Any such amendments shall be certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The



amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Boulder County, State of Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

**[Note: This provision revises Article X, Section 2 of your current Declaration to reduce the amendment requirement to a majority of all Lot Owners as permitted by CCIOA, and to remove all mortgagee approval.]**

Section 11.6 Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any paragraph, section, or article hereof.

**[Note: This provision is new and recommended by the attorney.]**

Section 11.7 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and accomplishing the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

**[Note: This provision is new and recommended by the attorney.]**

Section 11.8 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine, and neutral.

**[Note: This provision is new and recommended by the attorney.]**

Section 11.9 Conflict of Provisions.

In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

**[Note: This provision is new and recommended by the attorney.]**





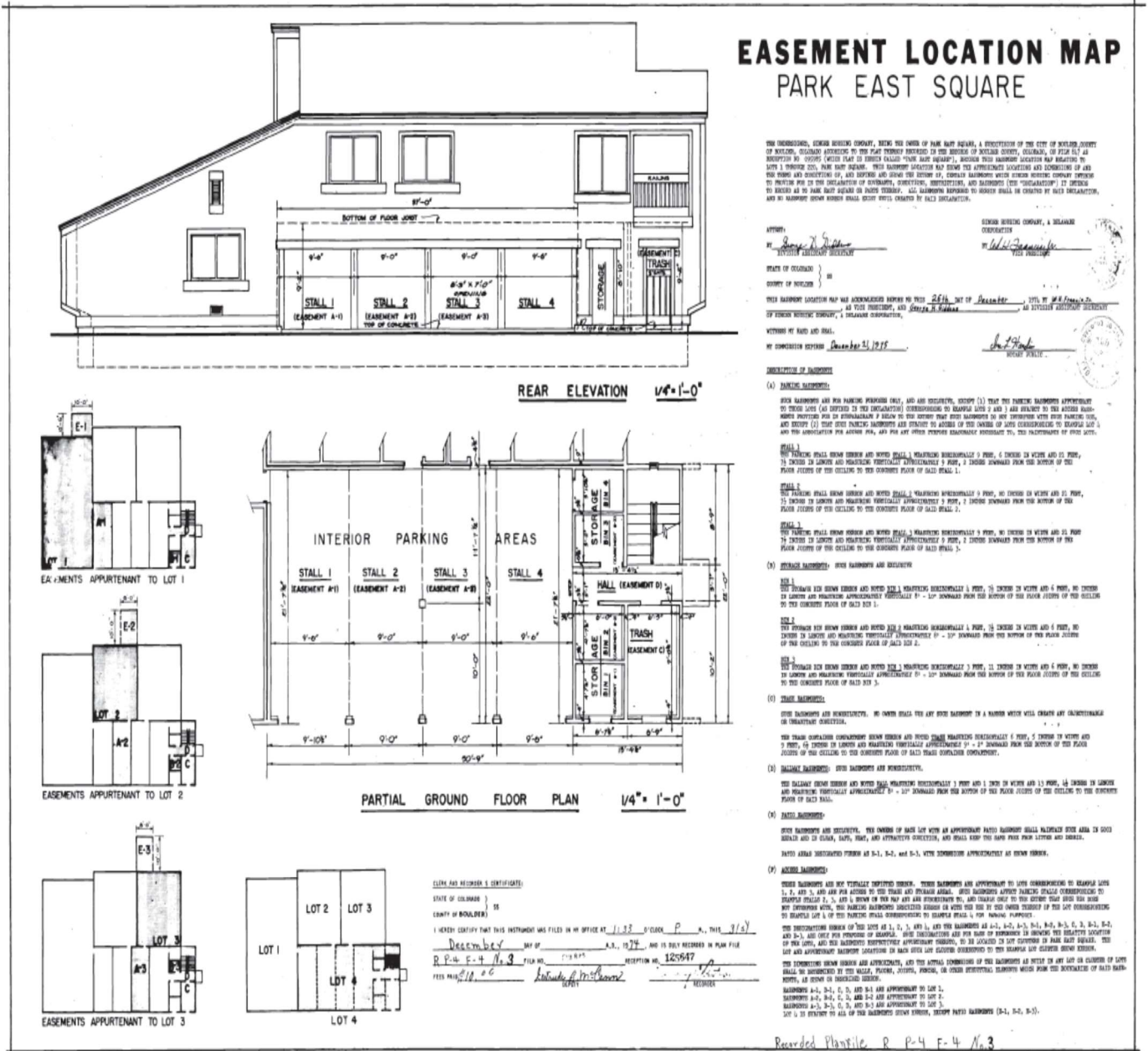
**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

Lots 1 through 226, a part of PARK EAST SQUARE, a subdivision of the City of Boulder, County of Boulder, State of Colorado, according to the plat thereof recorded in the records of Boulder County, Colorado, on Film 847 as Reception No. 095985;

EXHIBIT B

EASEMENT LOCATION MAP



## EXHIBIT C

### MAINTENANCE AND INSURANCE OBLIGATIONS

[This Chart was filled out per Board request and discussion. The attorney also included the below General Notes in order to ensure everyone understood how the Chart works, and that even though a component may be marked "A" or "O", the responsibility for the cost might still shift to the other party due to negligence, or supplemental assessment authority, or not covered under insurance, etc.]

"A" = Association obligation; "O" = Owner obligation; "NA" = not applicable

#### GENERAL NOTES:

1. The term "maintenance" includes repair and replacement unless otherwise noted on the Chart.
2. This chart identifies the party responsible for: (i) performing the maintenance of the identified property, and (ii) insuring the identified property. It does not establish ultimate liability for cost of repairs, which may shift to another party. For example, if negligence caused the need for repair, then the negligent party will be responsible for costs incurred in the repair (i.e., actual maintenance costs or deductible amount).

It also does not address architectural review and additions, modifications and changes to the Lot or Residence thereon. For example, the Chart provides that Owners are responsible for maintaining their exterior light fixtures. However, if an Owner wishes to replace a light fixture, or add a new light fixture, the Owner must comply with all requirements under Article 9 of this Declaration before making such modifications.

3. If "A" is marked in the Maintenance column for any Limited Common Area component (as defined in Article 4, Section 4.2), or for any portion of the Lot, the Association has authority to charge any expenses incurred in maintaining the component back to the Owner as a supplemental assessment under Article 6, Section 6.5.
4. If "A" is marked in the Insurance column, insurance proceeds may not be available under the Association's policy if: (i) the cost of repairs does not exceed the Association's deductible, or (ii) the type of loss is not covered or is otherwise excluded under the policy (such as groundwater intrusion, mold, and other typical exclusions).

For example, if a baseball smashes a window, even though the windows are marked as "A" under the Insurance column, this event is not a catastrophic event covered by insurance, so no insurance claim would be filed under the Association's policy.

If insurance proceeds are available under the Association’s policy, the Association will use them to restore the Lot per the proceeds available. If insurance proceeds are not available under the Association’s policy, the party responsible for repair would be the party identified under the Maintenance column.

	MAINTENANCE	INSURANCE
<b>BUILDING EXTERIORS</b>		
Building structure, including framing, trusses, columns, girders, beams, supports	O	O A - catastrophic event covered by insurance
Siding, sheathing, wrap, brick, trim, molding, and other exterior facade surfaces	A	A
Exterior stoops, steps, and concrete surfaces	A	A
Foundation	O	O
Gutters and downspouts	A	A
Patios, whatever kind (whether fenced, concrete not fenced, deck not fenced) and everything within the Patio Area, including keeping area clean, free of wasps and other pests, sanitary, good appearance, etc.	O	O A - catastrophic event covered by insurance
Fencing, whatever kind (whether original L-shaped or completely enclosing the Patio Area)	O	O
Balconies - flooring only (i.e., the finished surface, carpet, decking, etc.), and keeping area clean, free of wasps and other pests, sanitary, good appearance, etc.	O	O
Balconies - structural portion, railways, and stairways leading to same	A	A
Decks	O	O
Roof shingles and roof underlay	A	A
Existing stovepipes (prohibited as of April 1, 2022) and chimney caps	O	O
Windows - all components – maintenance, repair, and replacement, including: <ul style="list-style-type: none"> <li>• Glass (including cleaning)</li> <li>• Screens</li> </ul>		

	MAINTENANCE	INSURANCE
<ul style="list-style-type: none"> <li>• Panes</li> <li>• Frames</li> <li>• Rail</li> <li>• Casing</li> <li>• Apron</li> <li>• Side Jamb</li> <li>• Outer Sill</li> </ul>	O	O A - catastrophic event covered by insurance
Window trim and caulking	A	A
Existing skylights (prohibited as of April 1, 2022) and solar tubes	O	O
Solar panels	O	O
Exterior Lots doors - all maintenance, repair, and replacement except for painting and staining of exterior surfaces, which shall be Association responsibility	O	O A - catastrophic event covered by insurance
Storm doors	O	O
Patio sliding glass doors, including screen door	O	O A - catastrophic event covered by insurance
Exterior light fixtures, including all associated wiring and equipment; provided, however, the Association may maintain, repair, and replace the exterior light fixture over the stairs to the D Lots and charge back any such costs to the Owner as a supplemental Assessment.	O	O
Parking stalls in the Parking Easement areas ("Carports"), as identified on the Easement Location Map, including any drywall or improvements therein, and including cleaning (e.g., debris, leaf, and spider web removal - residents are encouraged to keep it clean between Association cleanings), but excluding Owner personal property	A	A
Storage bins in the Storage Easement areas ("Storage Closets"), as identified on the Easement Location Map, including all	A	A



	MAINTENANCE	INSURANCE
supporting components, slabs, wall structures, ceilings, doors and hardware, and light wiring and fixtures (other than blub replacement)		
Storage Closets - interior cleaning, bulb replacement, Owner-installed locks and other Owner personal property	O	O
Hall Easement areas, as identified on the Easement Location Map, including slab, fire-rated door to carport, lighting	A	A
Trash Easement areas, as identified on the Easement Location Map, including interior slab, walls, doors, and lighting (residents are encouraged to keep it clean between Association cleanings)	A	A
Exterior building improvements installed by Owners	O	O
<b>UTILITIES</b>		
Utilities <u>outside</u> Lots servicing <u>more than one Lot</u> , including the below if applicable:		
<ul style="list-style-type: none"> <li>• Electrical and other wires</li> <li>• Water and sewer pipes</li> <li>• Cables</li> <li>• Circuit boxes</li> <li>• Water meters</li> <li>• Circuit breakers</li> <li>• Hose bib</li> </ul>	A	A
Utilities <u>outside</u> Lots and <u>servicing only one Lot</u> , including the below, if any:		
<ul style="list-style-type: none"> <li>• Electrical and other wires</li> <li>• Water/sewer pipes</li> <li>• Cables</li> <li>• Circuit boxes</li> <li>• Water meters</li> <li>• Circuit breakers</li> <li>• Hose bib</li> </ul>	O	O A - catastrophic event covered by insurance

	MAINTENANCE	INSURANCE
<p>Utilities <u>inside</u> Lots and <u>serving only one Lot</u>, including the below if applicable:</p> <ul style="list-style-type: none"> <li>• Furnaces</li> <li>• Heating equipment</li> <li>• Thermostats</li> <li>• Ducts</li> <li>• Conduits</li> <li>• Water pipes</li> <li>• Electrical wiring</li> <li>• Electrical outlets</li> <li>• Telephone wiring</li> <li>• Telephone outlets</li> <li>• Light switches</li> <li>• Cable wiring</li> <li>• Compressors</li> <li>• Dryer vents</li> <li>• Circuit breakers</li> <li>• Gas lines</li> <li>• Sewer pipes</li> </ul>	O	O
Utilities inside the Lot and servicing more than one Lot or the Common Areas, if any	A	A
HVAC equipment that serves individual Lots, including ductwork and venting, condensers and lines running to/from such equipment	O	O
<b>RESIDENCE INTERIORS</b>		
Furnishings, including all personal property such as furniture, electronics, jewelry, and clothing	O	O
Window coverings	O	O
<p>Fixtures, whether originally installed or added/upgraded by Owners, including but not limited to the following if applicable:</p> <ul style="list-style-type: none"> <li>• ceiling and attic fans</li> <li>• ceiling lights</li> </ul>	O	O

	MAINTENANCE	INSURANCE
<ul style="list-style-type: none"> <li>• hand rails</li> <li>• cabinets</li> <li>• countertops</li> <li>• bathtubs and showers</li> <li>• sinks</li> <li>• toilets</li> <li>• bath fans</li> </ul>		
<p>Appliances including but not limited to:</p> <ul style="list-style-type: none"> <li>• oven</li> <li>• range and hood</li> <li>• refrigerator</li> <li>• dishwasher</li> <li>• washer/dryer</li> <li>• microwave</li> <li>• disposal</li> <li>• water heater</li> <li>• carbon and smoke detector</li> <li>• wood burning/gas stoves</li> </ul>	○	○
Radon Mitigation Systems	○	○
Interior <u>non-perimeter</u> and <u>non-structural/no-load-bearing</u> walls, floors, and ceilings, including framing, finished and unfinished surfaces, doors, drywalls, studs, insulation, hardware, and other material lying within such walls, floors, and ceilings	○	○
<p>Finished surfaces of perimeter walls and ceilings, including:</p> <ul style="list-style-type: none"> <li>• drywall</li> <li>• paint</li> <li>• wallpaper</li> <li>• paneling</li> <li>• texture</li> </ul>	○	○
Finished surfaces of perimeter floors--including:	○	○

	MAINTENANCE	INSURANCE
<ul style="list-style-type: none"> <li>• tile</li> <li>• vinyl</li> <li>• hardwood</li> <li>• carpeting</li> </ul>		
Party walls, structural, load-bearing walls	O	O A - catastrophic event covered by insurance
Any components lying <u>between the perimeter drywalls and Residence exterior</u> , and not already addressed above, including but not limited to insulation	O	O A - catastrophic event covered by insurance
Interior stairs and handrails	O	O A - catastrophic event covered by insurance
Subflooring	O	O
Crawlspaces and attics (including insulation)	O	O
<b>GROUNDS</b>		
Retaining walls	A	A
Common Area landscaping and any irrigation system (other than landscaping within the Patio Areas that is Owner responsibility)	A	A
Driveways, parking lots, and sidewalks	A	A
EV charging system or other personal property installed by Owner in parking stalls	O	O
Swimming pool and pool area (keys are Owner responsibility)	A	A
Perimeter fence	A	A
Stairwell glass	A	A
Association signage	A	A
Mailboxes (keys are Owner responsibility)	A	A
<b>OTHER</b>		

	MAINTENANCE	INSURANCE
Snow removal from parking lots and sidewalks	A	N/A
Garbage pick-up	A	N/A
Common Areas existing in Community and not otherwise listed	A	A
Any personal property of Owners not otherwise listed	O	O
Any Owner installed exterior/interior improvement not otherwise listed	O	O