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33 Pages

10/10/2024 01:18 PM

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Taryn Power - Summit County Recorder

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SUMMERWOOD**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUMMERWOOD**

RECITALS

A. C-Triple G, Inc., a Colorado corporation (the “Declarant”), previously recorded the Declaration of Covenants, Conditions and Restrictions for Summerwood in the public records of Summit County, Colorado on November 12, 1981 at Reception No. 231692, as amended and supplemented (the “Original Declaration”), and subjected all property described therein and on the Property Plat, as defined below, to the Original Declaration.

B. The Owners of Sites located in the Summerwood Homeowners Association desire to amend and restate all provisions of the Original Declaration by virtue of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summerwood (“Declaration”), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced in their entirety by this Declaration and shall no longer be effective in any manner whatsoever, except that all property subject to the Original Declaration shall be subject to this Declaration, and any easements created or reserved to the Association by the Original Declaration shall continue in full force and effect.

C. Article XI, Section 11.3 of the Original Declaration provides that it may be amended by an instrument signed by Owners of not less than 75% of Sites and all of the first mortgagees and holder of first deeds of trust. Pursuant to C.R.S. § 38-33.3-217(1)(a)(I), the approval percentage of Owners is reduced to 67%.

D. Owners representing at least 67% of the Sites have approved this Amended and Restated Declaration, or in the alternative, approval was obtained via a court order pursuant to the procedure set forth in C.R.S. § 38-33.3-217(7).

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

**ARTICLE I
Definitions**

Section 1.1 Definitions. These words, when used in this Declaration or in any supplemental Declaration (unless inconsistent with the context hereof), shall have the following meanings:

A. “Act” means the Colorado Common Interest Ownership Act, as it may be amended from time to time, and as it applies to communities created

prior to July 1, 1992.

B. “Allocated Interests” means the Common Expense liability and votes in the Association, allocated to Sites in the Community. The Common Expenses liability for each Site shall be determined pursuant to the provisions of Section 9.2. Votes shall be determined pursuant to the provisions of Section 3.2.

C. “Architectural Control Committee” or “ACC” means the Architectural Control Committee as established in Article II of this Declaration.

D. “Association” means the Summerwood Homeowners Association, a Colorado nonprofit corporation, its successors and assigns.

E. “Association Documents” means this Declaration, the Articles of Incorporation, the Bylaws, the Property Plat, the PUD, and the Rules, all as may be amended.

F. “Board of Directors” or “Board” means the Board of Directors of the Association duly elected pursuant to the Bylaws of the Association, the “Executive Board” as the term is used in the “Act”.

G. “Committee” means an advisory group created from time to time by the Board, including a committee comprised solely of Board members, which group does not have independent authority to act on behalf of or bind the Association unless such authority has been expressly granted by the Board.

H. “Commons” means all that real property and improvements thereon within the boundaries of the Property Plat including easements shown thereon, except for the Sites shown and numbered on the Property Plat.

I. “Common Expenses” means the expenses or financial liabilities for the operation of the Community. These expenses include:

- i. Expenses of administration, maintenance, repair and replacement of any Commons or property owned or maintained (under an easement, license or contract) by the Association, including, but not limited to, costs to meet the Association’s maintenance responsibility as provided in Section 5.1;

- ii. Expenses declared to be Common Expenses by the Association Documents or by the Act;

iii. Expenses that the Board determines are Common Expenses; and

iv. Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held or maintained (under an easement, license or contract) by the Association.

J. “Common Expense Assessments” means the funds required to be paid by each Owner to cover the Common Expenses, including Annual Common Expense Assessments, Special Assessments, Specific Assessments and Default Assessments levied pursuant to Article IX.

K. “Community” means the common interest community created by the Declaration and Property Plat comprising the Property, Sites and Commons.

L. “Declaration” shall mean and refer to this document, including any supplements, amendments and plats.

M. “Director” means a member of the Board of Directors.

N. “Improvements” means any construction, renovation, structure, fixture, landscaping or facilities existing or to be placed on a Site constructed in the Community, or changes, alterations, modifications, expansions, or additions to any of the foregoing, or any change of exterior appearance, finish material, color or texture. Improvements include but are not limited to: buildings, outbuildings, patios, patio covers, awnings, solar collectors or panels, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, above or underground tanks, fences, screening walls, retaining walls, stairs, decks, drainage facilities, landscaping (including any material change in slope, pitch or drainage pattern), exterior light fixtures, poles, trampolines, or other recreational or sporting equipment or structures, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.

O. “Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Site which is a part of the Property, but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgagee or beneficiary under a deed of trust, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings. For the purposes of this definition of Owner, the owner of each Condominium Unit within Summerwood shall be considered an Owner.

P. "Property" means that certain real property more particularly described in Exhibit A attached hereto and such additions thereto as may hereafter be brought within the terms of the Declaration.

Q. "Property Plat" means the plat for Summerwood recorded June 19, 1981 under Reception No. 224981, Summit County, Colorado records, as it may be amended from time to time.

R. "PUD" means the Summerwood Planned Unit Development Designation recorded November 14, 2022 under Reception No. 1300865, Summit County, Colorado records, as it may be amended from time to time.

S. "Rules" means regulations, rules, architectural standards or guidelines, resolutions and policies adopted and amended from time to time by the Board of Directors for the regulation of the Community.

T. "Site" means any numbered lot shown on the Property Plat or as changed pursuant to Sections 10.14 and 10.15, but shall not include the Commons. The term "Site" as used herein is synonymous with the term Unit as the latter term is used in the Act. For purposes of Common Expense Assessments, each Condominium Unit in the Summer Ridge Condominium Association, The Ridge 4-Plex Condominium Association, the Torrey Ridge Condominium Association, and any other Condominium Unit within Summerwood shall be considered a Site.

ARTICLE II

Architectural Control

Section 2.1 Approval Required. No Improvements shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or alteration therein be made until satisfactory and complete plans and specifications showing the nature, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography, and natural surroundings by the Architectural Control Committee ("ACC") or the Board of Directors as provided herein. Approval by the ACC or Board is in addition to and not in lieu of county and other building code requirements, or compliance with the PUD.

The plans submitted to the ACC shall include any request the Owner may wish to make for temporary use of the Commons adjacent to the site for storage of construction materials or use by construction equipment. This request must specify the amount of surrounding Commons needed, the duration of the use, and the plans to restore the Commons upon completion. No such use of the Commons shall be permitted unless the ACC or Board of Directors grants its prior written consent, and then the approval shall be only for the purpose, area and duration so approved. No use of the Commons may unreasonably interfere with the use and enjoyment of any other Site by its Owner or

residents.

Section 2.2 Committee. The ACC shall consist of three (3) or more persons appointed by the Board, and may include Board members or be solely comprised of Board members. The power to appoint shall include the power to fill any vacancy and remove any member of the ACC, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term of office, subject to the power of removal, as may be set from time to time in the discretion of the Board or in a committee charter adopted by the Board. The ACC shall act in an advisory capacity to the Board, and the Board shall approve or disapprove all requests for approval unless the Board has established by Rule that the request is one that the ACC may approve independently.

Section 2.3 Rules. The Board of Directors may, from time to time, adopt, promulgate, amend or otherwise revise guidelines, standards, rules and regulations and procedures governing architectural review for the purposes of further enhancing, defining, or interpreting what items or Improvements are covered by this Article II, and providing for changes in technology, industry standards, style, materials, safety issues, consistency with updated building codes or other laws or ordinances, or for any other reason that the Board of Directors deems to be proper, necessary or in the best interests of the Community. Any guidelines, standards, rules and regulations, procedure or amendment thereto, shall apply to construction, additions, modifications, installations or items placed on a Site occurring after the date such guidelines, standards, rules and regulations, procedures or amendments are published or otherwise made available to all Owners.

Section 2.4 Criteria. In passing upon plans and specifications, the ACC or Board shall consider:

A. Best Interests of the Community. In determining what is in the best interests of the Community, the Board of Directors may, but shall not be required to, solicit input from: (1) Owners whose Sites are near a proposed improvement or item to be placed on a Site; and/or (2) the entire Community. The Board of Directors shall not be bound by said input but shall use its best judgment in approving or disapproving the proposed improvement or item.

B. Architectural and Engineering Services. Each Owner shall employ competent architectural and engineering advisors who will coordinate the plans and specifications and provide on-site job observation for the construction of each structure, addition, or alteration, and such advisors shall meet with or report to the ACC or Board at such intervals as reasonably requested by the ACC or Board. The plans and specifications shall provide a construction schedule with an estimated date of completion for each phase of construction. The ACC and Board will reserve the right to require additional information in order to make decisions. In addition, the ACC shall be entitled to charge a reasonable review fee to reimburse its expenses and to require an Owner to pay for the cost of any consulting fees paid to an architect or engineer hired by the ACC or Board to evaluate the Owner's plan.

C. Generally. It shall be an objective of the ACC and Board of Directors to make certain that no improvements impair the aesthetic and monetary values of the Summerwood Community. Without limiting the decision-making criteria, the ACC and Board shall consider the suitability of the improvements and the materials of which they are to be constructed; the quality of material to be utilized in any proposed improvement; the effect of any proposed improvement on adjacent or neighboring property; the location and character and method of utilization of all utility lines; impact of any proposed improvement upon the natural surroundings; and the timely and orderly completion of all such improvements in its approval or denial of requests.

Section 2.5 Governmental Approval Required. No Owner shall begin construction or build any building or any other structure of any kind on any Site until the Owner has obtained all required building permits from Summit County, Colorado, and/or from any other governmental subdivision having jurisdiction over building permits in the Community and has provided the approved building permit(s) to the ACC.

Section 2.6 Utilities. The ACC or Board must approve all utility connections to Sites on the Property and improvements thereon prior to installation, subject to the same criteria set forth in this Article for other improvements.

Section 2.7 Prosecution of Work After Approval. All Improvements authorized by the ACC or Board shall be completed within the time limits established therefor. All approved Improvements shall be completed as promptly and diligently as possible and in complete conformity with the approval. Failure to complete the approved Improvements in accordance with the approval given, including the description of materials furnished to the ACC or Board and the conditions imposed with such approval, is a violation of this Article; provided, however, the Board, in its discretion, may grant waivers of conditions and extensions of time for completion of any of the approved Improvements.

Section 2.8 Restoration of Sites. Upon completion of any construction on any Site, Owner shall to the greatest extent possible restore the Site to the condition which existed prior to the construction (taking into account the construction) so that the Site and improvements shall be in harmony with the surrounding unimproved property. Restoration of the Site must be completed within 12 months following issuance of the certificate of occupancy. In the event restoration is not completed within the applicable time period, the Board of Directors may direct completion of the restoration at the expense of the Owner.

Section 2.9 Records. The ACC and Board shall maintain written records of all applications submitted to them and all actions taken by either of them for the period of time established in the Association's records retention policy, and such records shall be available for inspection by Owners in accordance with the Association's policy regarding inspection and copying of Association records.

Section 2.10 Liability. The ACC and the members thereof, as well as the Association, the Board of Directors, or any representative of the ACC or the Board appointed to act on their behalf, shall not be liable for any loss, damage or injury arising out of or in any way connected with any action, failure to act, recommendations, or failure to recommend in regard to any matter within its authority hereunder, if such action was in good faith or without malice. In reviewing any matter, neither the ACC nor the Board of Directors shall be responsible for safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, nor shall ACC or Board approval of an Improvement be deemed approval of such matters.

Section 2.11 Variance. The Board of Directors may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments (i) shall be granted only if the granting is not materially detrimental or injurious to the other property or improvements in the neighborhood, (ii) shall not militate against the general intent and purpose hereof, and (iii) shall not set a precedent for any other applicant.

Section 2.12 Waivers. The approval or consent by the ACC, the Board of Directors or any representative thereof to any application for design approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the ACC, the Board of Directors, or any representative thereof, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required, and shall not set a precedent for any other applicant.

ARTICLE III

Membership and Voting Rights in The Association

Section 3.1 Membership. Every Owner of a Site shall be a member of the Association. Membership shall terminate on transfer of a fee simple title by the Owner. Membership may not be separated from the ownership of a Site.

Section 3.2 Voting Rights. The Association shall have one class of voting membership. Owners shall be entitled to one vote for each Site owned. If more than one person holds such interest, the vote for such Site shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any Site. In the event multiple Owners of a Site cannot agree on their vote, no vote shall be counted for that Site.

Section 3.3 Compliance with Association Documents. Each Owner shall abide by each provision, covenant, condition, and restriction contained in the Association Documents. The obligations, burdens, and benefits of membership in the Association touch and concern the land and shall be covenants running with each Owner's Site for the benefit of all other sites.

ARTICLE IV
Powers of the Board of Directors of the Association

Section 4.1 Powers. When exercising the powers set forth below, the Board's decisions and actions shall be guided by the principle of maintaining and preserving the historic and natural character of the community to the extent reasonably practicable. Except for those matters expressly reserved to the Owners as provided in the Association Documents, the Act and the Colorado Revised Nonprofit Corporation Act, the Board may act in all instances on behalf of the Association, to:

A. Adopt, publish and amend Rules governing the use of the Commons, the uses within Sites to the extent necessary to protect the use and enjoyment by residents of their Sites and the Commons, and the personal conduct of Owners and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the voting rights of a member during any period in which the member is in default in the payment of any assessment levied by the Association. These rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of rules and regulations adopted by the Association;

C. Regulate the use, maintenance, repair, replacement and modification of the Commons;

D. Determine Common Expenses; adopt and amend budgets for revenues, expenditures and reserves; and collect Assessments;

E. Hire and terminate managing agents and other employees, agents and independent contractors;

F. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Site Owners on matters affecting the Property;

G. Enter into contracts, leases, agreements, and licenses and incur liabilities, including entering into any agreement for professional management of the Association's business. Any such contract or agreement for professional management shall be terminable by the Association without cause and without payment of a termination fee upon not more than ninety (90) days prior written notice;

H. Cause additional improvements to be made as a part of the Commons;

I. Grant easements and licenses through, under, or over the

Commons;

J. Take such steps as reasonably necessary to protect the Commons from foreclosure;

K. Impose charges (including without limitation, late charges and default interest at the rate specified herein) for late payment of Assessments; recover reasonable attorney fees and other legal costs for collection of Assessments and take other actions to enforce the power of the Association, regardless of whether or not suit was initiated; record notices of violation in the real property records of Summit County against title to the Site advising of the existence of a violation; and after notice and opportunity to be heard has been provided, levy reasonable fines for violations of provisions of the Association Documents or otherwise suspend other membership privileges (except that notice and opportunity to be heard shall not be required before suspension of membership privileges for failure to pay Assessments within thirty (30) days after they become due);

L. Impose and receive any payments, fees or charges for the (i) use, rental or operation of the Commons or (ii) administrative fees applicable to fewer than all Owners, such as truck impact fees;

M. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

N. Provide for the indemnification of its officers and Executive Board, and maintain directors' and officers' liability insurance;

O. Assign its right to future income, including the right to receive Assessments;

P. Exercise any other powers conferred by the Association Documents;

Q. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association, including without limitation, those powers specified by the Colorado Revised Nonprofit Corporation Act; and

R. Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 4.2 Liability of Association.

A. 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

which may leak or flow from any portion of the Commons or from any device, pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising only after the Owner of a Site has put the Association on written notice of a specific leak or flow from any portion of the Commons or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility, and only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

B. The Association shall not be liable for injury or damage to person or property caused by or resulting from the use of any of the Commons, including any recreational areas or amenities, and all such use is at the risk of the Owner, and the Owner's family, tenant, guest, agent, and/or invitee.

C. The Association shall not be liable to the Owner of any Site or to such Owner's family tenant, guest, agent, and/or invitee for loss or damage, by theft or otherwise, of any property which may be stored in or upon the Commons.

D. The Association shall not be liable to any Owner, or to any Owner's family, tenant, guest, agent, and/or invitee 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 not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

ARTICLE V

Maintenance

Section 5.1 Maintenance Responsibilities.

A. Association Maintenance Responsibilities. The Association shall manage, operate, insure, maintain, repair and replace all of the Commons and any improvements located thereon, any drainage structure or facility or other public improvements required by local governmental entities under Section 38-33.3-307(1.5) of the Act, and any other improvements required by local governmental entities to be maintained by the Association regardless of ownership, unless such improvements have been dedicated to and accepted by a local government entity or special or metropolitan district for the purpose of maintenance, repair and replacement. Further, the Association may provide such other maintenance, repair and replacement as the Board deems appropriate from time to time, including without limitation, publicly-dedicated property (including trails and walkways) and improvements located thereon.

B. Owners' Maintenance Responsibilities. Each Owner shall maintain, repair and replace, at their own expense, all portions of their Site, and the Improvements constructed thereon. Any Improvement which has been changed, altered or modified by or for an Owner or occupant of a Site shall be maintained, repaired and replaced by such Owner to the extent of the change, alteration or modification. The Owners' maintenance responsibility shall specifically include utilities, telecommunication and sewer and water lines serving their Sites from the point they connect to the common or main lines regardless of whether they traverse the Commons. The Owners' maintenance responsibility shall also specifically include maintenance, repair and replacement of retaining walls, sidewalks and driveways (but not roadways) serving the Site, whether or not such retaining walls, sidewalks and driveways are located within the Site boundaries. The Association shall have no maintenance, repair or replacement obligations for anything installed or erected on the Commons by an Owner, whether or not done by the current Owner.

Section 5.2 Owner's Failure to Maintain. In the event an Owner shall fail to perform the maintenance, repair or replacement required to be performed by him, the Association may, without any obligation to do so, if said failure continues for a period of thirty (30) days after written notice to said Owner, enter upon such Site after expiration of the thirty (30) day period to perform any or all of such maintenance, repair or replacement. In the case of an emergency, no notice is required and the right of entry is immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Owner is present at the time. The cost of such maintenance, repair or replacement shall, in all circumstances, be the personal obligation of the Owner of the Site on which such work was performed.

Section 5.3 Repairs Resulting From Owner's Acts or Omissions. In the event that the need for maintenance, repair or replacement of the Commons, a Site, or any Improvements located thereon, is caused by the act or omission of an Owner, their family, tenant, guest, agent and/or invitee, the cost of such repair, maintenance, replacement or expense to avoid or mitigate such damage shall be the personal obligation of such Owner. If damage is inflicted on any Site as a result of entry thereon by the Association, due to access under Section 5.2, the Association will be responsible to repair such damage.

Section 5.4 Non-Interference with Grade and Drainage. No Owner shall in any way interfere with or obstruct the existing drainage pattern over such Owner's Site in any way that would have a practical adverse effect on the Commons or any other Site.

ARTICLE VI

Rights in the Commons

Section 6.1 No Partition. No Owner, any group of Owners, or the Association shall bring any action for partition or division of the Commons. Nothing in this Declaration shall limit the power of the Board to allow the expansion of the size of any Site pursuant to the terms of the PUD.

Section 6.2 Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement for the purpose of access to their Sites and for use for all other allowed purposes, in and to the Commons, and such easement shall be appurtenant to and shall pass with the title to every Site. No Owner shall make any addition or alteration to any portion of the Commons, no matter how minor, without the express written consent of the Board, which consent may be withheld in the Board's sole and absolute discretion. The rights of each Owner in the Commons are subject to the following rights of the Association:

A. The right of the Association at any time and from time to time to build Improvements over, under, and upon the Commons;

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Commons;

C. The right of the Association to suspend the voting rights and right to the use of the Commons and the recreational facilities by an Owner for any period during which any assessment against his Site remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations, except that such suspensions shall not, in any manner, interfere with the rights of any Owner, his family members, guests, agents, and/or invitees to access for purposes of ingress and egress along the private roads to and from his Site;

D. The right of the Association to dedicate, transfer, assign, or grant permission to use all or any part of the Commons to any governmental subdivision, public agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to.

E. The right of the Association to establish Rules for use of the Commons, and to enforce penalties and sanctions for the infraction thereof.

F. The right of the Association to close or limit the use of the Commons temporarily while maintaining, repairing, making replacements to or restoring the Commons pursuant to the notice requirements in the Act, or when required by law.

Section 6.3 Delegation of Use. Any Owner may delegate their right of enjoyment to the Commons to the members of their family, tenants, guests, agents and invitees, but only in accordance with, and subject to the limitations of the Association and any rules and regulations promulgated in accordance herewith. Owners, their family, tenants, guests, agents and invitees and all other persons shall exercise their easement rights in the Commons at their sole risk, and neither the Association, the Board, nor any officers or members shall have any responsibility or liability to any persons for any injury or loss they may suffer or incur arising out of or from their exercise of their easement rights in the Commons.

ARTICLE VII

Easements and Licenses

Section 7.1 Easements for Ingress and Egress. Easements or licenses to which the Sites and Community are presently subject include an easement for ingress and egress across the private roads. The specific route of ingress and egress shall be subject to change as the Association shall from time to time deem necessary, so long as a reasonable means of access is always provided. Access for vehicular traffic across the Commons to a Site may either be a specifically described driveway easement from the nearest private road to the Site by an easement from Declarant or the Association that has been documented and recorded, or an implied easement for access from the nearest private road to the Site with no actual document of record. These private roads and driveway easements will not be maintained, plowed, or improved in any way by the Summit County government. Any private roads constituting part of the Commons shall be maintained by the Association, but no driveway easement need be maintained by the Association.

Section 7.2 Reservation of Easements, Exceptions, and Exclusions. The Board of Directors may establish from time to time by dedication or otherwise utility and other easements across the Commons and all Sites for any purpose necessary or convenient for the use and occupancy of the Property including but not limited to roads, drainage, irrigation, and recreation, and to create other reservations, exceptions, and exclusions consistent with the best interests of the Owners, the Association, its agents, employees, and business invitees, successors and assigns.

Section 7.3 Further Reservation. The Board of Directors further reserves the right to establish from time to time by dedication or otherwise, utility and other easements, and other reservations, exceptions, and exclusions convenient or necessary for the use and operation of any other property submitted to this Declaration.

Section 7.4 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the property, to enter upon any part of the Community in the performance of their duties.

Section 7.5 Easements for the Board of Directors. Each Site shall be subject to an easement in favor of the Board of Directors, and its agents, employees and contractors, to perform its obligations pursuant to this Declaration, including, without limitation, the right to enter upon any Site in any reasonable manner as necessary to carry out the Association's maintenance, repair and replacement responsibilities. For routine maintenance and non-emergency repairs, entry shall be made only after notice in writing is given to the Owner. In case of emergency, entry may be made at any time provided that a reasonable effort according to the circumstances is made to give notice of entry.

Section 7.6 Easements Deemed Created. All conveyances of any Site hereafter made, shall be construed to grant and reserve the easements contained in this Article even though no specific reference to such easements or to this Article appears in the instrument of such conveyance.

ARTICLE VIII

Insurance

Section 8.1 Coverage. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, or if any policy is cancelled, or not renewed, without a replacement policy in force having the minimum coverages described below, the Association shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners at their respective last known addresses.

Section 8.2 Duty to Maintain Casualty Insurance. The Association shall obtain property insurance on the Commons for broad form covered causes of loss, including building ordinance and inflation guard endorsements, and on all personal property owned by the Association. The property insurance will be for an amount equal to one hundred percent (100%) of the full insurable replacement cost of the insured property less applicable deductibles, exclusive of land, foundations, excavations and other items normally excluded from property policies. The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the property, and the cost of such appraisals shall be a Common Expense.

Section 8.3 Liability Insurance. Commercial General Liability insurance, as set forth in Section 38-33.3-313(b) of the Act, will be maintained in an amount determined by the Board of Directors, but in no event shall it be less than five million dollars (\$5,000,000). Reasonable amounts of umbrella liability insurance in excess of the primary limits may also be obtained. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Commons and the activities of the Association.

Section 8.4 Mandatory Provisions. The insurance policies carried pursuant to Sections 8.2 and 8.3 shall provide that:

- A. Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Commons or membership in the Association;
- B. The insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner;
- C. No act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
- D. If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

E. The insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner and each mortgagee whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 8.5 Fidelity Bonds or Insurance. The Association shall obtain and maintain, to the extent reasonably available, fidelity bond insurance coverage for any Director, Officer or Association employee or agent who either handles or is responsible for funds held or administered by the Association. The bond or insurance shall name the Association as obligee, and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression. If reasonably available, the amount of the bond or coverage may be up to one hundred seven percent (107%) of the reserve funds as calculated from the current budget of the Association, which amount will be reviewed annually by the Board of Directors. The bond or coverage shall include a provision that calls for ten (10) days written notice to the Association, before the bond can be cancelled or substantially modified for any reason. The Association may also require any independent contractor who manages the Association to obtain and maintain fidelity bond insurance coverage in the amount required by the Board, unless they are covered under the Association’s fidelity bond insurance coverage.

Section 8.6 Workers Compensation Insurance. The Board of Directors shall obtain and maintain Workers Compensation Insurance if required to meet the requirements of the laws of the State of Colorado.

Section 8.7 Directors’ and Officers’ Liability Insurance. The Board of Directors shall obtain and maintain directors’ and officers’ liability insurance, if reasonably available, covering all of the directors and officers of the Association. This insurance will have limits determined by the Board of Directors.

Section 8.8 Other Insurance. The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association. If any parcels of real property which the Association has an obligation to repair or reconstruct are located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then the Board may obtain a policy of flood insurance on such parcels in an amount at least equal to the lesser of: The maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

B. One hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

Section 8.9 Premiums. Insurance premiums for insurance carried by the Association shall be a Common Expense.

Section 8.10 Deductibles. The Board of Directors may adopt written nondiscriminatory policies and procedures for claims adjustment and responsibility for deductibles. Notwithstanding the foregoing, to the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or Owners benefiting from such repair or restoration, whether or not they were negligent, all deductibles paid by the Association.

Section 8.11 Insurance Proceeds. Any loss covered by the property insurance policy described in Sections 8.2 and 8.3 above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any Security Interest Holder. The Association shall hold any insurance proceeds in trust for the Association, Owners and lienholders as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged property, and the Owners, Association and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored. If hazard insurance proceeds are distributed 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. The Association may designate a Trustee for the receipt, administration and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses and other sources.

ARTICLE IX

Assessment and Collection of Common Expenses

Section 9.1 Purpose of Common Expenses. The Common Expense Assessments levied by the Association may be used to promote the recreation, health and welfare of the residents of the Community and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration or the Articles of Incorporation or Bylaws of the Association or by law.

Section 9.2 Apportionment of Common Expenses. Except as provided elsewhere in this Declaration, all Common Expenses shall be assessed against all Sites equally in accordance with the Allocated Interests; provided however, unimproved Sites will not be assessed for cable and internet fees when such fees are part of a bulk contract entered into by the Association. The Allocated Interests in Common Expenses for each Site shall be a fraction, the numerator of which is one and the denominator of which is the total number of Sites then in the Community. If additional Sites are added to the Community, then the Common Expense liability shall be reallocated and any Common Expense Assessment not yet due shall be recalculated.

Section 9.3 Annual Common Expense Assessment. Annual Common Expense Assessments shall be sufficient to meet the expected needs of the Association 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 Annual Common Expense Assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis, and for the payment of insurance deductibles.

Section 9.4 Levy of Assessments. The Annual Common Expense Assessment shall be levied on an annual basis against all Sites and collected on an annual basis or such other frequency as determined by the Board. 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. No assessment may be levied retroactively.

Section 9.5 Special Assessments. In addition to the Annual Common Expense Assessments authorized in this Article, but subject to the limitations set forth herein, the Board of Directors may adopt a proposed Special Assessment applicable to one or more years, for the purpose of funding reserves, paying unanticipated operating expenses, or defraying in whole or in part the cost of any construction, reconstruction, repair, maintenance, or replacement of any Improvement upon any portion of the Commons for which the Association is obligated to provide construction, reconstruction, repair, maintenance, or replacement, including fixtures and personal property related thereto, or for the funding of any operating deficit incurred by the Association. Within thirty (30) days after the Board adopts the proposed Special Assessment, the Board shall mail by first class mail or deliver (hand deliver or via e-mail) a summary of the adopted Special Assessment to each Owner and shall set a date for a meeting of the Owners to consider ratification of the Special Assessment. The meeting shall be not less than fourteen (14) or more than fifty (50) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners vote to reject the Special Assessment, the Special Assessment is ratified, whether or not a quorum is present. The Special Assessment, if any, shall be levied against each Site in accordance with the Allocated Interests.

Section 9.6 Budget Adoption and Ratification. Within ninety (90) days after adoption of any proposed budget for Annual Common Expense Assessments, the Board shall mail, by ordinary first-class mail, or otherwise deliver (hand deliver or email) a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Board shall give notice to the Owners of the meeting as provided for in the Bylaws. Unless at that meeting a majority of all Owners vote to reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners continues until the Owners ratify a new budget proposed by the Board of Directors.

Section 9.7 Certificate of Payment of Common Expense Assessments. The Association, upon written request, shall furnish an Owner or their designee, or a security interest holder or its designee, a written Statement setting out the amount of unpaid Common Expense Assessments against the Site. Said request shall be delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the Association's registered agent. The Statement shall be furnished within fourteen (14) calendar days after receipt of the request, delivered personally or by certified mail, first class postage prepaid, return receipt requested, and is binding on the Association, the Board of Directors and each Owner. If no statement is furnished, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Site for unpaid assessments which were due

as of the date of the request.

Section 9.8 Specific Assessments. The Board may levy the following Specific Assessments exclusively against the Sites benefitted, and such Specific Assessment shall be due and payable as established by the Board, and are exempt from any voting requirements by the membership:

A. A truck impact fee based on the formula adopted by the Board from time to time.

B. Any expense that benefits fewer than all owners, such as cable, internet and utility charges or fees for services provided to fewer than all owners.

C. Any insurance premium increase attributable to one or more particular Sites by virtue of activities in or construction on the Site shall be assessed against such Site(s).

D. Any expense incurred by the Association caused by the misconduct of an Owner or Permitted User may be assessed exclusively against that Owner's Site.

E. Fees, including attorney fees, maintenance expenses, charges, taxes, impositions, late charges, fines, collection costs and interest charged against an Owner pursuant to the Association Documents and the Act may be assessed against that Owner's Site.

Section 9.9 Default Assessments. All monetary fines and other enforcement costs assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner, including without limitation attorneys' fees incurred by the Association, shall be a Default Assessment.

Section 9.10 Effect of Nonpayment of Assessments. Any Common Expense Assessment not paid within thirty (30) days after the due date thereof shall be delinquent, and shall be subject to imposition of a late charge determined by the Board of Directors, and interest from the due date at the rate of eight percent (8%) per annum, or at such other rate as may be set from time to time by the Board of Directors and allowed by law. Fees, including attorney fees, charges, late charges, fines and interest may be charged pursuant to the Act and the Association Documents due to late payment of Common Expense Assessments. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Site. If a judgment or decree is obtained, including without limitation in a foreclosure action, such judgment or decree shall include interest on the Common Expense Assessment and attorney's fees, together with the costs of the action, and other fees.

Section 9.11 Acceleration of Common Expense Assessments. If any Owner does not make

the payment of any Common Expense Assessment levied against their Site within thirty (30) days of the date due, the Board of Directors shall have the right to declare all unpaid Common Expense Assessments for the pertinent fiscal year immediately due and payable for that Site.

Section 9.12 No Waiver of Liability for Common Expenses. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Commons, by abandonment of the Site against which the Common Expense Assessments are made, or because of dissatisfaction with the Association's performance.

Section 9.13 Personal Liability of Owners. Each Owner, by acceptance of a deed for a Site, whether or not it shall be so expressed in such deed, is personally liable for Common Expense Assessments made against such Owner's Site during the period of the Owner's ownership of such Site. Personal liability for the Common Expense Assessment shall pass to a successor in title to the Site, whether or not the successor expressly assumes the obligation. All Owners of each Site shall be jointly and severally liable to the Association for the payment of all such assessments. The obligation for such payments by each Owner to the Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand (except as otherwise expressly provided in this Declaration), and without setoff or deduction.

Section 9.14 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be retained by the Association as unallocated reserves and need not be paid to the Owners in proportion to their Common Expense liability or credited to them to reduce their future Common Expense Assessments.

ARTICLE X

Restrictions on Use, Alienation and Occupancy

Section 10.1 Restrictions Imposed. All of the Sites shall be held, conveyed, used, improved, occupied, owned, resided upon and secured, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. These restrictions are general in nature and the Board shall have the power and duty to adopt, amend, repeal and enforce more specific and restrictive guidelines, rules and regulations as the Board deems to be reasonable and necessary to carry out the intent of this Declaration.

Section 10.2 Improvements Prohibited. No used or secondhand structure, no building of a temporary character, no mobile home, house trailer, tent, shack, or outbuilding shall be placed or used on the Property, either temporarily or permanently; except that, with the written consent of the ACC or the Board of Directors, (i) necessary appurtenances for and during actual construction may be used, and (ii) trailers and structures of a temporary nature may be used during the period of construction of an approved and allowed improvement.

Section 10.3 Signs and Flags. Placement, size, appearance and number of signs or flags shall be regulated by the Rules adopted by Board, and as may be amended.

Section 10.4 Water and Sewer. Each dwelling unit on a Site shall connect with the water and sewage facilities as the ACC or Board may approve. No private well shall be used as a private source of water for human consumption or irrigation, nor shall any facility other than those provided as set out above be used for disposal of sewage.

Section 10.5 Trash and Sewage. No trash, ashes, or other refuse or debris may be thrown or dumped on the Property. The burning of refuse out-of-doors shall not be permitted. No incinerators or other device for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Board of Directors. Waste materials, garbage, and trash shall be deposited in sanitary containers and shall be enclosed and screened from public view and protected from disturbance and shall be disposed of with reasonable promptness. The Owner of every Site shall keep his premises free of trash, refuse, noxious weeds, and debris of any kind, whether the Site is vacant or improved.

Section 10.6 Animals. No more than two domesticated household pets may be kept on a Site without the written approval of the Board of Directors. No pet may be kept which interferes with the rights, comforts, or convenience of other Owners. Breeding of any animals on the Property is specifically prohibited. All pets must be kept on a leash when off their Owner's Site. No livestock may be stabled or kept anywhere on the Property except at a location or locations designated by the ACC or Board. The Board shall have the right to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of this Section, and to take such action as it may deem appropriate to correct the same, including, requiring the Owner to permanently remove the offending animal(s) from the Site upon three (3) days' written notice following notice and an opportunity for hearing. Owners and residents shall indemnify and hold the Association harmless from any claim, loss, liability or damage resulting from any action of their household animals or pets. The right to keep animals or pets may be further regulated by the Rules, and shall be coupled with the responsibility to pay for any damage caused by such animals, as well as any costs incurred by the Association as a result of such animals, and any such costs and damages shall constitute a Specific Assessment against the Owner's Site.

Section 10.7 Landscaping. All surface areas disturbed by construction shall be returned promptly to the condition they were in prior to the start of construction unless written approval is received for a change in landscaping as part of the architectural review process.

Section 10.8 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Site, nor shall anything be done or placed on the Property which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

Section 10.9 Maintenance of Property. Every Site, including its Improvements, shall be kept and maintained by the Owner in a clean, safe, attractive, and sightly condition and in good repair; and no lumber, plant waste, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Site.

Section 10.10 Annoying Lights, Sounds, or Odors. No lights shall be emitted from any Site

which are unreasonably bright or cause unreasonable glare; no sound shall be emitted from any Site which is unreasonably loud or annoying; and no odor shall be emitted from any Site which is noxious or offensive to others.

Section 10.11 Hazardous Activities. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such activities include, but are not limited to, hunting; target practice; and/or discharge of firearms, fireworks, bows and arrows, explosives, air or pellet guns or any similar type devices.

Section 10.12 Residential Use. All Sites shall be used exclusively for residential purposes and accessory uses as permitted herein. A Caretaker Unit maintained in compliance with the PUD is an allowable accessory use for detached single family home Sites. No commercial or business enterprise of any nature shall be allowed or permitted on any Site; provided, however, that home operated businesses are permitted, so long as such business (i) is allowed by zoning resolutions or regulations; (ii) is not apparent or detectable by sight, sound, smell or vibration from the exterior of the Site, (iii) does not increase traffic or parking demands within the Property; and (iv) does not increase the insurance obligations or premiums of the Association.

Section 10.13 No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted within the limits of the Property.

Section 10.14 Resubdivision. No Site described on the Property Plat shall ever be resubdivided into smaller tracts or lots nor conveyed nor encumbered in any less than the full original dimensions as shown on the recorded plat, provided that Sites allowing multi-family units may be resubdivided and units conveyed pursuant to a resubdivision plat (subject to approval by the Summit County Board of County Commissioners). No such resubdivision plat shall be recorded until it has been approved in writing by the ACC or Board of Directors.

Section 10.15 Combining Sites. Two or more contiguous Sites may be combined into one or more larger residential Sites by means of a written document executed and acknowledged by all of the owners thereof, approved by the Board of Directors, and recorded in the real property records of Summit County, Colorado. Any vacation of lot lines or easements is also subject to approval by the Summit County Board of Commissioners.

Section 10.16 Setbacks. Setbacks must comply with the PUD.

Section 10.17 Underground Utility Lines. All utility lines within the limits of the Community must be buried underground and may not be carried on overhead poles nor above the surface of the ground. Such utilities include, but are not limited to water, gas, electric, telephone, intercoms and television cable.

Section 10.18 Garages, Vehicles and Parking.

A. From the effective date of this Declaration, each Site must

contain at least two (2) enclosed garage spaces and at least two (2) driveway parking spaces, provided, however, that Sites that already contain an Improvement with one (1) enclosed garage space shall not be required to add a second garage space.

B. Passenger vehicles may be parked on a temporary basis (not exceeding 4 hours in duration) on the shoulder of the private roads in the Community, but only if such parking does not obstruct traffic or create a hazard.

C. Recreational vehicles of any type, including but not limited to, motor homes, campers, any type of trailer, boats, motorcycles or any similar type of vehicle ("Recreational Vehicles") may not be parked or stored in the Community except in a fully enclosed garage or building.

D. Motorized recreational vehicles such as e-bikes, trail bikes, mopeds, and golf carts may be operated only on the paved roads. No motorized vehicles or recreational vehicles may be operated on any portion of the Commons other than the paved roads, except for maintenance vehicles as authorized by the Board of Directors.

E. Commercial vehicles or equipment shall not be parked, placed, stored or maintained anywhere within the Community unless such parking, placement, storage or maintenance is within the enclosed garage or stored in an approved outbuilding. These restrictions, however, shall not restrict commercial vehicles or other vehicles or equipment which are necessary for construction or for the maintenance of a Site or the Commons or any Improvements located thereon on a temporary basis.

F. Maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer or boat may not be performed within the Community unless it is done within a completely enclosed garage. This restriction shall not apply to washing or polishing of vehicles, or minor or incidental repairs such as oil changes that will not incapacitate the vehicle for more than 24 hours.

G. Abandoned or inoperable automobiles or motor vehicles of any kind, shall not be stored or parked on any Site (other than within a completely enclosed garage), road or the Commons within the Property. Abandoned or inoperable vehicles shall be defined as any vehicle which either is incapable of legal operation upon a public highway or has not been driven under its own propulsion for a period of fourteen (14) days or longer. Provided, however, this shall not include vehicles parked by Owners while temporarily away from Sites. A written notice describing the abandoned or inoperable vehicle and requesting the removal thereof may be personally served upon the Owner or Owner's tenant or posted on the unused vehicle, and if such vehicle has not

been removed within seventy-two (72) hours thereafter, the Board acting on behalf of the Association, shall have the right to remove the same without liability to it, and the expenses thereof shall be charged against Owner.

Section 10.19 Tanks. No elevated tanks of any kind shall be erected, placed, or permitted upon any Site. Any tank used in connection with any dwelling unit or other structure on any Site, including tanks for storage of gas, fuel oil, gasoline, oil, or water, shall be buried or if located above ground the location and screening shall be as determined by the ACC or Board.

Section 10.20 Leasing. Any Owner shall have the right to lease or allow occupancy of a Site upon such terms and conditions as the Site Owner may deem advisable, subject to restrictions of this Declaration and subject to restrictions of record. Owners desiring to lease their Site on a short-term rental basis, defined as less than thirty days, must first obtain a license from Summit County. Failure to obtain and maintain the required license shall be a violation of the Association Documents enforceable by the Association. All leases, whether for short term rentals or longer, are subject to the terms of the Association Documents. Owners will be responsible for ensuring compliance of their tenants, and their tenants' family, guests, agents and invitees.

Section 10.21 Neighbor-to-Neighbor Disputes. The Association shall not be obligated to take enforcement action when a dispute under the Declaration or Rules is solely a dispute between neighbors involving an alleged nuisance or offensive behavior, not involving the Commons and not involving a violation of the Association's architectural or maintenance standards. In any dispute between neighbors, residents must first work in good faith with each other to resolve their differences before the complaining Owner reports an alleged violation of the governing documents to the Association. An Owner's complaint to the Association about a neighbor must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining resident; and (d) provide the name, address, phone number(s) and email address of the complaining resident.

Section 10.22 Unlawful Activity. No unlawful use may be made of the Property. Owners, and their family, tenants, guests, agents and invitees shall comply with and conform to all applicable laws and regulations of the United States, the State of Colorado and all other governmental ordinances, rules and regulations. No Site shall be used for any purpose not in compliance with any local, state or federal law, statute or other ordinance, regulation or rule.

ARTICLE XI

Duration of Covenants and Amendment

Section 11.1 Duration. This Declaration shall run with and bind the land perpetually, unless the Community is terminated in accordance with Section 38-33.3-218 of the Act.

Section 11.2 Amendment. Owners may amend the covenants and restrictions of this Declaration at any time, as follows:

A. By written approval of Owners to whom at least sixty-seven percent (67%) of the votes in the Association are allocated.

B. Any amendment shall be effective upon being properly recorded in the records of the Clerk and Recorder of Summit County.

C. Upon instruction from the Board of Directors, the President and Secretary of the Association may certify to their receipt and review of the necessary number of written approvals and that the appropriate number of Owners approved the amendment, in lieu of recording individual signatures.

D. Where a Site is owned by more than one (1) person, the approval of any amendment or revocation shall be valid if approved by any one (1) Owner. Where a Site is owned by an entity, the entity may approve the amendment through action of a duly authorized representative. Signatures need not be notarized. The signature need not be identical to the name of the recorded Owner, but shall be sufficiently close as to be identified as a proper signature of such person. The records verifying approval by the Owners, including originals of all signatures, shall be retained for a period of three (3) years after the date of recording the amendment.

E. No action shall be commenced or maintained to challenge the validity of any aspect of any amendment of the Association's Declaration, Articles of Incorporation or Bylaws unless it is commenced within one (1) year after the effective date of the amendment.

ARTICLE XII

General Provisions

Section 12.1 Enforcement. Except as otherwise provided herein, the Board of Directors or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board of Directors or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Without limiting the generality of the foregoing, the Board may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature to justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based on hardship, expense or other reasonable criteria, to pursue enforcement action.

Section 12.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 12.3 Conflicts Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control. In the case of any conflict between this Declaration and the governing documents of any subassociation subject to this Declaration, the Association Documents shall control.

Section 12.4 Registration of Owner Information. Each Owner shall register their physical mailing address, email address and telephone number with the Association, and except for assessment statements and other routine notices, all other notices or demands intended to be served upon an Owner or upon a security interest holder shall be either delivered to them or sent by first class mail, postage prepaid, addressed in the name of such person or entity at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board or the Association shall be sent by registered or certified mail, postage prepaid, to the Association's Registered Agent.

Section 12.5 Indemnification. The Association shall indemnify every present and former Director, officer, committee member, agent or employee against loss, costs, and expense, including attorneys' fees reasonably incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been, such Director, officer, committee member, agent or employee of the Association, except for wanton or willful acts or omissions or if such person shall be finally adjudged to be liable for: any breach of the Director's duty of loyalty to the Association or its members; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; acts specified in C.R.S. 7-129-102, as now in effect or hereafter amended; or any transaction from which the Director derived an improper personal benefit. Any such indemnification may be limited to and paid out of the insurance proceeds provided by an insurer furnishing officers and directors errors and omissions insurance coverage or similar protection and any other insurance protecting the Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles or public liability, property damage, medical and other similar coverage. In the event of an insurance settlement, the settlement shall be approved by the Board of Directors and paid for by the insurance carrier out of the insurance proceeds.

Section 12.6 No Representations, Guarantees or Warranties. No representations, guarantees or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association, the Board, the ACC, or by any of their officers, directors, members, partners, agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

Section 12.7 Relation to the Act. In the event the Act is amended or updated and the amendment or update conflicts with this document, the Act controls.

CERTIFICATION

The undersigned, being the Vice President and Secretary of Summerwood Homeowners Association, hereby certify that the above and foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summerwood was approved by Owners representing at least 67% of the total allocated votes, or in the alternative, approval was obtained pursuant to the procedures set forth in C.R.S. § 38-33.3-217. Mortgagee approval was obtained pursuant to the procedure set forth in C.R.S. § 38-33.3-217(1) or (7).

ASSOCIATION:

Summerwood Homeowners Association, a Colorado nonprofit corporation

By: James R. Spaanstra
Vice President

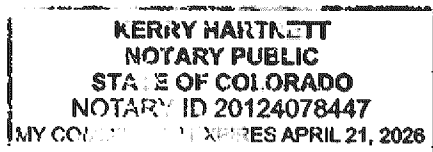
By: Katherine K. Coolidge
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 10th day of October, 2024, by James R. Spaanstra as Vice President of Summerwood Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: April 21, 2026

[SEAL]



Kerry Hartnett
Notary Public

STATE OF COLORADO)

) ss.

COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 10th day of October, 2024, by Katherine K. Coolidge as Secretary of Summerwood Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: April 21, 2026

[SEAL]

Kenny Hardwell
Notary Public

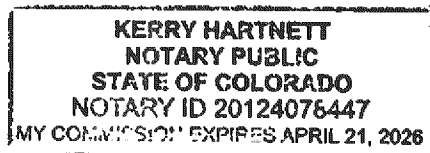


EXHIBIT A

SUMMERWOOD, TRACT A, according to the Plat filed June 19, 1981 as Reception No. 224981, and the Replat filed November 12, 1981 as Reception No. 231691, Summit County, Colorado, as amended and supplemented.