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AMENDED AND RESTATED
GENERAL DECLARATION FOR
TIMBERS ESTATES
JEFFERSON COUNTY, COLORADO

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AMENDED AND RESTATED
GENERAL DECLARATION FOR TIMBERS ESTATES
JEFFERSON COUNTY, COLORADO

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THIS AMENDED AND RESTATED GENERAL DECLARATION FOR TIMBERS ESTATES, JEFFERSON COUNTY, COLORADO (as amended from time to time, this "**Declaration**") is made effective as of _____, 2005 by the undersigned signatories (the "**Owners**")

Recitals

A. Each Owner owns a portion of the real property located in Jefferson County, Colorado, more particularly described as Lots 1 through 27, Timbers Estates Resubdivision, Jefferson County, Colorado.

B The Timbers Estates are subject to the General Declaration for Timbers Estates, Jefferson County, Colorado, which was recorded in the Jefferson County Records on October 26, 1984 at Reception No 8410055 (the "**Old Declaration**")

C. The Old Declaration may be amended as provided in Section 9.2 thereof, which reads, in full, as follows

Amendment. This Declaration may be amended by (1) 75% or more of the Site Owners, or (2) 100% of the Board of Directors of the Association, consenting and agreeing to such Amendment by written instruments duly recorded, provided, however, that the provisions of this Declaration governing the priority of first mortgagees and first trust deeds shall have a permanent character and shall not be altered without the further consent of 100% of all first mortgagees of record as expressed in written Amendment(s) or Supplement(s) to this Declaration duly recorded

D. The undersigned Owners constitute more than 75% of the Site Owners, as defined in the Old Declaration

Declaration

In consideration of the foregoing, the Owners hereby agree as follows

ARTICLE I – DEFINITIONS

1.01 Basic Definitions

As used in this Declaration, the following terms have the meanings given to them in this Section 1.01.

"**Act**" means the Colorado Common Interest Ownership Act, Colorado Revised Statutes 38-33 3-101 through 38-33 3-319, as the same may be amended from time to time

"**Articles**" means the articles of incorporation of the Association, as the same may be amended from time to time

"**Assessment**" means General Assessment and Default Assessments, levied and assessed pursuant to Article VII below

"**Assessment Lien**" has the meaning given to that term in Section 6 07 below.

"**Association**" means the Timbers Estates Homeowners' Association, Inc., a Colorado nonprofit corporation and its successors and assigns

"**Association Documents**" means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time

"**Bylaws**" means the bylaws of the Association, as the same may be amended from time to time

"**Common Expenses**" means

- (i) any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (B) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto, (C) regulating and managing the Community, and (D) operating the Association; and
- (ii) reserves for any such costs, expenses and liabilities

"**Community**" means The Timbers Estates

"**Declaration**" has the meaning given in the initial paragraph hereof

"**Default Assessment**" has the meaning given to that term in Section 6 05 below

"**Design Review Board**" has the meaning given to that term in Section 8 01 below

"**Director**" means a duly elected or appointed member of the Executive Board

"**Executive Board**" means the Association's board of directors

"**First Mortgage**" means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute

"**First Mortgagee**" means a Mortgagee under a First Mortgage

"**General Assessment**" has the meaning given to that term in Section 6 04 below

"**Guest**" means any family member, employee, agent, independent contractor, lessee or invitee of an Owner

"**Jefferson County Records**" means the real estate records of the Office of the Clerk and Recorder for Jefferson County, Colorado

"**Lot**" means any parcel of real property within the Community that is designated as a Lot on the Map

"**Map**" means the plat of The Timbers Estates Resubdivision recorded in the Real Estate Records of the Clerk and Recorder of Jefferson County, Colorado, on _____ at _____, as the same may be amended from time to time

"**Mortgage**" means any mortgage, deed of trust or other document pledging any Lot or interest therein as security for payment of a debt or obligation.

"**Mortgagee**" means any Person named as a mortgagee or beneficiary in any Mortgage and any successor to the interest of any such Person under a Mortgage.

"**Officer**" means a duly elected or appointed officer of the Association

"**Old Declaration**" shall have the meaning set forth in Recitals

"**Owner**" means the record holder of legal title to the fee simple interest in any Lot or portion thereof. If there is more than one record holder of legal title to a Lot, each record holder shall be an Owner. The term "Owner" includes Owners to the extent that Owners is the record holder of legal title to the fee simple interest in a Lot

"**Person**" means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity or any other entity capable of owning real property under the laws of the State of Colorado

"**Property**" means the real property located in the County of Jefferson, Colorado, more particularly described as Lots 1 through 27, Timber Estates, Jefferson County, Colorado; and

"**Purchaser**" means a Person, who acquires legal title to the fee simple interest in any Lot or portion thereof

"**Recording Date**" means the date this Declaration is recorded in the real estate records of the Clerk and Recorder of Jefferson County, Colorado

"**Rules and Regulations**" means any instruments adopted by the Association for the regulation and management of the Community, as the same may be amended from time to time.

1 02 Gender and Number

Wherever the context of this Declaration so requires

- (a) words used in the masculine gender shall include the feminine and neuter genders,
- (b) words used in the neuter gender shall include the masculine and feminine genders,
- (c) words used in the feminine gender shall include the masculine and neuter genders;
- (d) words used in the singular shall include the plural; and
- (e) words used in the plural shall include the singular.

ARTICLE II - DECLARATION

2 01 Declaration

The Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, assessments, easements, charges, liens and other provisions of this Declaration

2 02 Covenants Running with the Land

All covenants, conditions, restrictions, assessments, easements, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of Owners, the Association, and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

2 03 Grandfather Provisions

To the extent that certain Lots may not be in full compliance with the provisions of this Declaration and/or the rules and regulations of the Design Review Board on September 1, 2004, including, without limitation, fences and satellite television dishes, and such noncompliance with the provisions of this Declaration or the rules and regulations of the Design Review Board (i) is not a matter that affects health or safety, (ii) is not a violation of Sections 9 05, 9 06, 9.07, 9.08, 9 09 or 9 12 hereof and (iii) is not a matter corrected by general compliance with Sections 9 05, 9 06, 9 07, 9.08, 9 09 or 9 12 hereof, then for so long the Owner or subsequent Owner of such Lot engages in no activity to change or affect the matter which is in noncompliance, such noncompliance may continue

ARTICLE III - THE ASSOCIATION

3 01 Formation of the Association.

The Association was formed on January 9, 1985.

3 02 Purposes and Powers

- (a) The Association's purposes are:
- (i) to provide certain benefits to the Owners,
 - (ii) to administer and enforce the covenants, conditions and restrictions, created hereby;
 - (iii) to enter into agreements with other Persons for services that serve the Association and the Owners,
 - (iv) to take any action that it deems necessary or appropriate to protect the interests and general welfare of Owners; and
 - (v) to regulate and manage the Community.
- (b) Unless expressly prohibited by law or any of the Association Documents, the Association may:
- (i) take any and all actions that it deems necessary or advisable to fulfill its purposes,
 - (ii) exercise any powers conferred on it by the Act or any Association Document; and
 - (iii) exercise all powers that may be exercised in Colorado by nonprofit corporations
- (c) Without in any way limiting the generality of paragraph 3 02(b) above, the Association may, but is not obligated to hire and terminate managing agents and other employees, agents and independent contractors.

3 03 Association Documents

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- (a) This Declaration sets forth certain covenants, conditions, restrictions, reservations, assessments, charges and liens applicable to the Property. The Articles created the Association. The Bylaws provide for the regulation and management of the Association and the Rules and Regulations provide for the regulation and management of the Community.
- (b) If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules and Regulations, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of Articles and the terms and conditions of the Bylaws or the Rules and Regulations, the terms and conditions of the Articles shall control. If there is any conflict or inconsistency between the terms and conditions to the Bylaws and the terms and conditions of the Rules and Regulations, the terms and conditions of the Bylaws shall control.

3 04 Books and Records

Upon request, the Association shall allow Owners, Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

ARTICLE IV - VOTING

4 01 Voting.

- (a) Each Lot shall be entitled to one vote, regardless of the number of Owners of the Lot. Fractional voting shall not be allowed. If the Owners of a Lot cannot agree among themselves as to how to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain Lot, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of the Lot, unless objection thereto is made by an Owner of the Lot to the Person presiding over the meeting at the time the vote is cast. If more than one vote is cast for any particular Lot, none of such votes shall be counted and all of such votes shall be deemed null and void.
- (b) In any election of Directors to the Executive Board, every Lot shall have the number of votes equal to the number of Directors to be elected. Cumulative voting shall not be allowed in the election of Directors of the

Executive Board or for any other purpose Only one owner per lot may
serve on the Executive Board

ARTICLE V- EXECUTIVE BOARD

5 01 Number and Election of Directors

The Executive Board shall consist of five Directors Directors shall hold office until the election or appointment of their successors at the next annual meeting At the first annual meeting after the Record Date, two directors shall be elected for terms of two years and three directors shall be elected for terms of one year each. At the second annual meeting after the Record Date, three directors shall be elected for terms of two years each. Thereafter, subject to the terms and conditions of Sections 6 03 and 6 04 below, each Director will hold office for a term of two years and the Owners shall elect the Directors at the annual meetings

5.02 Powers of the Executive Board

- (a) Except as provided in this Declaration, the Articles and the Bylaws, the Executive Board may act on behalf of the Association in all instances.
- (b) The Executive Board may not act on behalf of the Association to
 - (i) amend this Declaration,
 - (ii) terminate the Association, this Declaration or the Community;
 - (iii) elect Directors to the Executive Board, other than to fill a vacancy for the unexpired portion of any Director's term, subject to Owners's rights under Section 6.03 below; or
 - (iv) determine the qualifications, powers and duties, or terms of office of Directors
 - (v) commence, intervene or settle any legal proceedings Before entering into any punitive or legal action, 51% of the lots must vote in favor of such an action If 51% of the lots do not vote in favor of fines as a default assessment or legal action against a homeowner in violation of covenants or DRB requirements, the homeowner will be granted a variance to the covenants.

5 03 Removal of Directors

Notwithstanding any provision of this Declaration or any other Association Document to the contrary

- (a) Directors appointed by Owners may be removed, with or without cause, solely by Owners

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- (b) Each Director, other than a Director appointed by Owners, may be removed, with or without cause, by a sixty-seven percent or greater vote of all votes represented and entitled to vote at any meeting at which a quorum is present

5 04 Replacement of Directors.

- (a) Except with respect to a Director appointed by Owners, a vacancy on the Executive Board created by the removal, resignation or death of a Director shall be filled by a Director elected by the Directors.
- (b) Any Director elected or appointed pursuant to this Section 5 04 shall hold office for the remainder of the unexpired term of the Director that Director replaced

5 05 Meetings of Directors

Notice of the meetings of the Board of Directors, including time and place, shall be given to Owners at least two (2) days prior to such meeting. Such notice shall be give by posting notice at the gatehouse, email, delivering notice to Owner mailboxes or by first class mail to Owners

ARTICLE VI - ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

6.01 Obligations for Assessments

- (a) Each Owner, by accepting a deed to a Lot (whether or not it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to the Association all.
 - (i) Assessments;
 - (ii) Default Assessments; and
 - (iii) Other charges, that the Association is required or permitted to levy or impose on such Owner or such Owner's Lot pursuant to this Declaration or any other Association Document
- (b) Notwithstanding the definition of the term "**Owner**"
 - (i) A Person who acquires a Lot in a foreclosure sale shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Lot or on the Owner of that Lot commencing on the date of the foreclosure sale, and
 - (ii) A Person who acquires a Lot by deed-in-lieu of foreclosure shall be personally liable for all Assessments and other charges that the

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Association is required or permitted to levy or impose on that Lot or on the Owner of that Lot commencing on the date on which the Owner of the Lot executes the deed-in-lieu of foreclosure.

- (c) No Owner shall be exempt from liability for any such Assessment or other charges by waiving the use or enjoyment of any Common Element or by abandoning a Lot against which such Assessments or other charges are made
- (d) Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Lot during the period of such Owner's ownership of the Lot. If there is more than one Owner of a Lot, each Owner shall be jointly and severally liable with the other Owners of the Lot for all Assessments and other charges levied on the Lot or any Owner of the Lot
- (e) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Association in connection therewith, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same

6 02 Share of Common Expenses.

- (a) Except as otherwise set forth in this Declaration, the Association's Common Expenses shall be allocated among the Lots as set forth in this Section 6 02. The Share of Common Expenses allocated to a Lot shall be expressed as a percentage and calculated in accordance with the following formula:

$$\text{Share of Common Expenses} = \frac{1}{(\text{the number of Lots within the Community})} \times 100$$

- (b) If any Lots are added to or withdrawn from the Community, the Shares of Common Expenses for all Lots within the Community after such addition or withdrawal shall be recalculated in accordance with the formula set forth in paragraph 6 02(a) above
- (c) Until the Association levies an Assessment, Owners shall pay all Common Expenses

6.03 Budgets

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- (a) At least fourteen days before each annual meeting, the Executive Board shall adopt an annual budget for the following calendar year that sets forth.
 - (i) the Executive Board's estimates of Common Expenses for the next calendar year;
 - (ii) the amount of funds for such Common Expenses that the Executive Board proposes to raise through General Assessment, and
- (b) If the Executive Board deems it necessary or advisable to amend an annual budget, the Executive Board may adopt amendments to the annual budget.
- (c) The Owners may amend an annual budget by a Majority of Owners in attendance or represented by proxies at the annual meeting

6.04 General Assessment

- (a) After the Executive Board adopts an annual budget pursuant to paragraph 6.03(b) above, the Association shall levy an assessment for Common Expenses (a "**General Assessment**") on each Lot. The amount of the General Assessment levied against a Lot shall equal the product obtained by multiplying:
 - (i) the amount set forth in the annual budget adopted by the Owners as the amount of Common Expenses to be raised by General Assessment, by
 - (ii) that Lot's Share of Common Expenses
- (b) Owners shall pay the General Assessment levied against their respective Lots in such periodic installments as may be required by the Association
- (c) The failure of the Association to levy a General Assessment for any calendar year shall not be deemed a waiver, modification or release of an Owner's liability for the Share of Common Expenses allocated to such Owner's Lot.

6.05 Default Assessments

- (a) Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by
 - (i) the negligence or misconduct of an Owner or an Owner's Guest; or
 - (ii) a violation of any covenant or condition of an Association Document by an Owner or an Owner's Guest,

the Association may levy an Assessment for such Common Expense against such Owner's Lot. Any such Assessment levied by the Association and each fine, penalty, fee or other charge imposed upon an Owner for the Owner's violation of any covenant or condition of any Association Document are each referred to herein as a "**Default Assessment**."

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- (b) Default Assessments need not be shown on an annual budget, or on an amendment to an annual budget ratified by the Owners pursuant to Section 6.03 above.
- (c) With respect to any Default Assessment, or portion thereof, levied other than as a late charge, the Owners of the Lot against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard. Owners of Lots against which Default Assessments have been levied shall pay such Default Assessments as and when required by the Association.

6.06 Assignment of Assessments

The Association shall have an unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise, on the condition that any such assignment is approved by a majority of the votes allocated to Lots present at a meeting at which a quorum is present.

6.07 Assessment Lien

- (a) The Association shall have a lien on each Lot for any Assessment levied against that Lot and any fines, late charges, penalties, interest and attorneys' fees, disbursements and costs of collection imposed against its Owner under any Association Document (the "**Assessment Lien**") The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien shall secure each installment from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.
- (b) An Assessment Lien is prior to all other liens and encumbrances on a Lot, except
 - (i) liens and encumbrances recorded prior to the recordation of this Declaration;
 - (ii) liens for real estate taxes and other governmental assessments or charges against the Lot, and
 - (iii) a First Mortgage which was recorded before the date on which the Assessment sought to be enforced became delinquent.

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- (c) Notwithstanding the terms and conditions of subparagraph 6.07(b) (iii) above, an Assessment Lien is also prior to a First Mortgage recorded before the date on which the Assessment sought to be enforced became delinquent to the extent permitted by the Act
 - (d) The recording of this Declaration constitutes record notice and perfection of an Assessment Lien on each Lot. No further recordation of any claim of any Assessment Lien is required
 - (e) An Assessment Lien is extinguished unless proceedings to enforce the Assessment Lien are instituted within six years after the full amount of the Assessment secured thereby becomes due
 - (f) This Section 6 07 does not prohibit actions or suits to recover sums secured by an Assessment Lien or to prohibit the Association from taking a deed in lieu of foreclosure.
 - (g) In any action by the Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. A court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.
 - (h) An Assessment Lien may be foreclosed in like manner as a mortgage on real estate. Periodic Assessments shall be payable during the period of foreclosure of an Assessment Lien

6 08 Waiver of Homestead Exemptions

By acceptance of the deed or other instrument of conveyance of a Lot, an Owner irrevocably waives the homestead exemption provided by Part 2, Article 41, Title 38, Colorado Revised Statutes, as amended, as the same may apply to the Assessment Lien.

6 09 Certificates of Compliance, Notices to Mortgagees

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- (a) The Association shall furnish to an Owner or such Owner's designee or to a Mortgagee or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a certificate of compliance setting forth the amount of unpaid Assessments currently levied against such Owner's Lot and any violations of this Declaration or of the rules and regulations of the Design Review Board. The statement shall be furnished within fourteen calendar days after receipt of the request and is binding on the Association, the Executive Board and every Owner. If no statement is furnished to the Owner, the Mortgagee or their designee, 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 the priority of its Assessment Lien upon the Lot for unpaid Assessments which were due as of the date of the request.
- (b) If a First Mortgagee delivers to the Association a written request for notice of unpaid Assessments levied against a Lot subject to a First Mortgage held by the First Mortgagee, the Association shall report to the First Mortgagee any unpaid Assessments levied against such Lot that remain unpaid for more than sixty days after the same shall have become due. The First Mortgagee may pay any such unpaid Assessment, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, the First Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

6 10 Reserve Fund

- (a) The Association shall have the right to maintain a reserve fund for Common Expenses. The reserve fund will be funded with funds collected through Assessments.

6 11 Majority to Impose Assessments

A voting majority of more than two-thirds of the Owners is required to levy a General Assessment, Default Assessment, fines or other charges.

ARTICLE VII- MAINTENANCE OF COMMON ELEMENTS AND LOTS

7 01 Maintenance of Lots

- (a) Each Owner, at such Owner's sole cost and expense, shall maintain such Owner's Lot and the improvements and landscaping thereon, or constituting a part thereof, in good order and repair. Notwithstanding the foregoing, the Owners of Lots encumbered by the Landscaping Easement

shall not be required to maintain any portion of the Lot lying within the Landscaping Easement Areas

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- (b) If, in the reasonable judgment of the Association or Owners, an Owner fails to comply with the provisions of this Declaration or of the rules and regulations of the Design Review Board and such failure to comply is a threat to the health and safety of persons or endangers any portion of the Property, the Association or Owners may enter upon such Lot and perform such actions as the Association or Owners deems necessary or advisable to correct the failure to comply and charge all costs and expenses incurred by the Association in connection therewith to such Owner. The Owner of the noncomplying Lot shall pay such costs and expenses within thirty days after that Owner's receipt of an invoice therefore. Any such charges levied by the Association shall be deemed a Default Assessment.

ARTICLE VIII- DESIGN REVIEW

8 01 Design Review Board

- (a) The Design Review Board shall, in accordance with its rules and regulations, review, study and approve, approve with conditions or reject any and all improvements proposed to be constructed or installed on any Lot or any Common Element by any Person
- (b) The Design Review Board shall adopt rules and regulations for its operations
- (c) No new building, structure or other improvement shall be constructed on any Lot or any Common Element and no construction, alteration, installation or other work affecting the exterior surface of any existing building, structure or other improvement shall be made, except as required or approved by the Design Review Board, and then only in strict accordance with the terms and conditions of such approval
- (d) Notwithstanding anything to the contrary contained herein, improvements, alterations, modifications, installations, furniture and fixtures that
- (i) are completely within a building, structure or improvement, and
 - (ii) do not change the exterior appearance of a building, structure or improvement and are not visible from the outside of a building, structure or improvement, may be undertaken without consent of the Design Review Board, but are subject to all other covenants, conditions and restrictions contained in this Declaration

ARTICLE IX - COVENANTS, CONDITIONS AND RESTRICTIONS

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9 01 Applicability of Covenants, Conditions and Restrictions

Except as otherwise provided herein, the covenants, conditions and restrictions set forth in this Article IX shall apply to all Lots and Common Elements.

9 02 Association Documents

Each Owner shall comply with, and shall require its Guests to comply with, all provisions of the Association Documents that apply to an Owner or an Owner's Lot.

9 03 Notice of Conveyance or Encumbrance.

- (a) Promptly after a conveyance of a fee simple interest in a Lot or portion thereof or otherwise upon request by the Association, the grantee shall furnish a copy of the conveyance deed to the Association.
- (b) Promptly after an encumbrance of a fee simple interest in a Lot or portion thereof or otherwise upon request by the Association, the Owner shall furnish the Association with a copy of the Mortgage creating the encumbrance

9.04 Use of Lots

- (a) Except as otherwise expressly permitted by this Declaration, an Owner may use its Lot only for the construction of one single family detached dwelling. Additionally, those Lots which are identified as horse lots pursuant to Paragraphs 9 10(e) and 9 10(f) hereof may also maintain a barn. Both provisions of this paragraph are pursuant to the recorded deed on file with Jefferson County, Colorado
- (b) No Owner shall conduct or permit to be conducted any business, profession, occupation or trade from its Lot, including, without limitation, the operation of a so-called "bed and breakfast" or "chalet." An Owner may maintain a home office at which an Owner does not receive customers or clients

9 05 Maintenance of the Property

All Property, including all improvements on any Lot, shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and in good repair

9 06 No Noxious or Offensive Activity

No noxious or offensive activity shall be carried on upon any Lot or shall anything be done or placed on any Lot which is or may become a nuisance or cause any significant embarrassment, disturbance or annoyance, to others