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AMENDED AND RESTATED
CONDOMINIUM DECLARATION
OF
LAGOON TOWN HOMES

Name of Common Interest Community:
Type of Common Interest Community:
Name of the Association:

Lagoon Town Homes
Condominium
Lagoon Town Homes Condominium
Association, Inc.

June 7, 2010

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**AMENDED AND RESTATED CONDOMINIUM DECLARATION OF
LAGOON TOWN HOMES**

THIS AMENDED AND RESTATED CONDOMINIUM DECLARATION OF LAGOON TOWN HOMES (the "Amended Declaration") is made effective as of _____, 2010 by Lagoon Town Homes Condominium Association, Inc. (the "Association").

RECITALS

WHEREAS, the Association is a Colorado nonprofit corporation formed pursuant to that certain Declaration of Covenants, Conditions, and Restrictions of Lagoon Town Homes Condominium, recorded on June 8, 1982 at Reception Number 240789 in the real property records of the Clerk and Recorder of Summit County, Colorado, and as amended from time to time (collectively the "Original Declaration"); and

The Original Declaration encumbers and governs the real property described on Exhibit A, attached hereto and incorporated herein by reference (the "Property")

WHEREAS, the Original Declaration has been the subject of numerous amendments, and the Association wishes to unify and clarify the Original Declaration by incorporating the amendments into a single document; and

WHEREAS, the Association recognizes that changes in the law and the regular administration of the Association mandate an update to the Original Declaration to allow the Association to best administer the Property; and

WHEREAS, Owners of Units to whom sixty-seven percent (67%) of the votes in the Association are allocated, as required by Colorado Revised Statutes § 38-33.3-217(1), have approved this Amended Declaration, as evidenced by the attached approval forms; and

WHEREAS, to obtain approval of first Mortgagees as required by the Original Declaration, the Association has complied with the procedures set forth in Colorado Revised Statutes § 38-33.3-217.

NOW, THEREFORE, the Original Declaration is amended and restated in its entirety as follows:

ARTICLE 1

DECLARATION AND SUBMISSION

Section 1.1 Declaration. The Association hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and easements which shall run with the land and be binding on all parties and the heirs, successors and assigns of

parties having any right, title or interest in all or any part of the Property. This Amended Declaration shall supersede the Original Declaration in its entirety.

ARTICLE 2

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 2.1 “Agency” means any agency or corporation such as Housing and Urban Development (HUD), Department of Veteran’s Affairs (“VA”), Federal National Mortgage Association (“Fannie Mae”) or Federal Home Loan Mortgage Corporation (“Freddie Mac”) that purchases, insures or guarantees residential mortgages.

Section 2.2 “Allocated Interests” means the ownership interests in the Common Elements, Common Expenses liability, and votes in the Association, allocated to Units in the Project. The Allocated Interests in the Common Elements and Common Expenses liability shall be a fraction, the numerator of which is one and the denominator of which is the total number of Units then in the Project. The Owners of each Unit shall have one vote for each Unit owned.

Section 2.3 “Articles” mean the Articles of Incorporation for Lagoon Town Homes Owners Association, Inc., a Colorado nonprofit corporation, currently on file with the Colorado Secretary of State, and any amendments that may be made to those Articles from time to time.

Section 2.4 “Amended Declaration” means this Amended Declaration and the Map, and amendments and supplements thereto.

Section 2.5 “Annual Assessment” means the Assessment levied pursuant to an annual budget.

Section 2.6 “Assessments” means the Annual, Special and Default Assessments levied pursuant to Article 11 below. The Association may apportion Assessments into monthly, quarterly, or other installments, which may be referred to as “Dues.”

Section 2.7 “Association” means the Lagoon Town Homes Owners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

Section 2.8 “Association Documents” means this Amended Declaration and any amendments or supplements, the Articles of Incorporation, the Bylaws, the Map and any amendments or supplements, and the Rules.

Section 2.9 “Building” or “Buildings” means one or more of the building improvements erected within the Project.

Section 2.10 “Bylaws” means the Bylaws adopted by the Association, as amended from time to time.

Section 2.11 “CCIOA” means the Colorado Common Interest Ownership Act, Colorado Revised Statutes § 38-33.3-101 *et seq.*, as amended from time to time.

Section 2.12 “Clerk and Recorder” means the office of the Clerk and Recorder in the County of Summit, Colorado.

Section 2.13 “Common Element” means all portions of the Project except the Units and consist of General Common Elements and Limited Common Elements. The Common Elements are owned by the Owners in undivided interests according to the Allocated Interests defined in Section 2.2 above.

2.13.1 “General Common Elements” means all tangible physical properties of this Project and real property, except Limited Common Elements and the Units, for which the Association has an obligation to maintain, repair, replace or operate, and without limiting the foregoing, includes all of the following:

- a. except as specified in paragraph 2.13.2 below, all of the land and landscaping within the Project, including, without limitation, all easements, driveways, curbs, sidewalks, parking areas, fences, and greenspace, including the grass, shrubbery, trees, plants, and gardens, and all other improvements located therein or thereon;
- b. all facilities or improvements within the Project owned or leased by the Association, or which the Association has a right to use or occupy, or which the Association has an obligation to maintain, including, without limitation, recreation facilities, all retaining walls, site signage, bike racks, mail kiosks, and fencing (if any);
- c. all foundations, columns, girders, beams and supports of the structures making up the Units and except as specifically included in the definition of Unit;
- d. all utility fixtures, apparatus, installations, and central facilities for power, light, gas, telephone, television, hot water, cold water, heating, refrigeration, incineration, or similar utility service, subject to the Owners’ obligation to maintain pursuant to this Amended Declaration;
- e. all rooms or premises for the lodging or use of Managers or other Association employees;
- f. all driveways and roadways on the Property that are not Limited Common Elements or public driveways or roadways, including specifically all parking areas, which parking areas may be governed by the Association’s Rules and Regulations;
- g. the exterior walls and roofs of the Buildings; and all portions of the walls, floors or ceilings in a structure that are not part of the Unit;
- h. The underground parking located beneath Building 749; and

i. in general, all other parts of the Project necessary in common use or convenient to its existence, maintenance and safety.

2.13.2 "Limited Common Elements" means those parts of the Common Elements which are either limited to or reserved in this Amended Declaration, the Map, in a recorded certificate executed by Pinnacle Declarant pursuant to Article 15, or by action of the Association, for the exclusive use of one or more, but less than all Units. Without limiting the foregoing, the Limited Common Elements specifically include the deck and entry way of each Unit, doorsteps, stoops, porches, decks, balconies, patios, attic spaces above a Unit, crawl spaces below a Unit, all exterior doors, windows or other exterior fixtures attached to a Unit, and if permitted, all shutters, awnings, window boxes. Any chute, flue, duct, pipe, drain, wire, conduit, bearing wall, bearing column, or other fixture which lies partially within the designated boundaries of a Unit and serves more than one (1) but less than all the Units in the Project is a Limited Common Element allocated solely to those Units that it serves. All stairs and entry landings serving more than one (1) but less than all the Units in the Project are Limited Common Elements allocated solely to the Units that they serve. Any exterior parking area designated for the use of a specific Unit is a Limited Common Element allocated solely to that Unit.

Section 2.14 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with allocations to reserves, including but not limited to:

- (i) all expenses expressly declared to be common expenses by this Amended Declaration or the Bylaws of the Association;
- (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements or the Project;
- (iii) insurance premiums for the insurance carried under Article 10;
- (iv) all expenses lawfully determined to be Common Expenses by the Executive Board;
- (v) all sums lawfully assessed against the Owners by the Association; and
- (vi) expenses agreed upon as Common Expenses by Owners to whom a majority of the votes in the Association are allocated.

Section 2.15 "County" means the County of Summit, Colorado.

Section 2.16 "Declaration" means this Amended Declaration or any Supplemental Declaration, or any amendments to such documents and the Map, and amendments and supplements thereto, as context may require.

Section 2.17 "Eligible Mortgagee" means a First Mortgagee who has notified the Association, in writing, of its name and address and that it holds a First Mortgage on a Unit. The notice must include the address of the Unit on which it has a First Mortgage. The notice shall include a request that the First Mortgagee be given the notices and other rights described in Articles 17 and 18.

Section 2.18 "Executive Board" or "Board" means the governing body of the Association.

Section 2.19 "First Mortgage" means a Mortgage, the priority of which is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

Section 2.20 "First Mortgagee" means any person named as a Mortgagee in any First Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.21 "Good Standing" means that an Owner is no more than thirty (30) days late in the payment of any Dues or any portion of any Annual, Special or Default Assessments, and who has none of his, her or its membership privileges suspended.

Section 2.22 "Manager" means a person or entity engaged by the Association to perform certain duties, powers or functions of the Association, as the Executive Board may authorize from time to time.

Section 2.23 "Map" means the Condominium map of the Project recorded with the Clerk and Recorder, depicting a plan and elevation of all or a part of the Property subject to the Declaration and any annexations, supplements and amendments thereto.

Section 2.24 "Member" means any person or entity that holds membership in the Association.

Section 2.25 "Mortgage" means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

Section 2.26 "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage or any successor to the interest of any such person under such Mortgage.

Section 2.27 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Unit, and "Owner" also includes the purchaser under a contract for deed covering a Unit with a current right of possession and interest in the Unit. "Owner" does not include any entity with an interest in a Unit merely as security for performance of an obligation.

Section 2.28 "Permitted User" means members of the Owner's family, or the Owner's tenant, employee, guest, invitee, or licensee or the employee, guest, invitee or licensees of the tenant.

Section 2.29 "Pinnacle Declarant" means the owner of record of Unit 701A, Lagoon Town Homes Condominium, who has the right to develop up to four additional townhome condominiums pursuant to the Pinnacle Agreement.

Section 2.30 "Pinnacle Agreement" means that certain agreement dated May 11, 2007, by and between the Association and Pinnacle Place at Lake Dillon, LLC and recorded at Reception Number 886658 on April 30, 2008 in the Office of the Clerk and Recorder, as such Pinnacle Agreement may be amended or modified from time to time.

Section 2.31 "Project" means the common interest community known as Lagoon Town Homes governed by this Amended Declaration and created by the Original Declaration and as shown on the Map consisting of the Property, the Units and the Common Elements.

Section 2.32 "Rules" means rules, regulations, policies, guidelines, and any procedures, adopted by the Executive Board.

Section 2.33 "Supplemental Declaration" means an instrument which amends this Amended Declaration.

Section 2.34 "Supplemental Map" means a supplemental Map of the Project which depicts any change in the Project.

Section 2.35 "Unit" means the individual airspace which is contained within the perimeter windows, doors and unfinished perimeter walls, floors and ceilings, including any attached garage, and excluding the appurtenant interest in the Common Elements. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit, and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the interior finished surfaces thereof are a part of the Units. The Unit shall include any fireplace, fireplace flues, chimneys, chases, heating and refrigerating elements, duct work, or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, drains, flues and all other related equipment required to provide heating, air conditioning, hot and cold water, electrical, sewage or other utility services solely to the Unit. The Owner shall not be deemed to own lines, pipes, wires, conduits or systems running through his Unit which serve one or more other Units. Any Unit that is located on more than one floor of a Building shall include the individual airspace which is contained within the perimeter windows, doors and unfinished perimeter walls, floors and ceilings, including any attached garage, plus all foundations, columns, girders, beams, and supports of a Building, the main or bearing walls within a Building, the main or bearing subflooring of a Building, to the extent such are within the exterior walls of a Building and not Limited Common Elements, and excluding the appurtenant interest in the Common Elements. For purposes of this definition of Unit, the terms set forth below shall have the meanings ascribed:

2.35.1 "Unfinished Perimeter Wall" means the studs, supports and other wooden, metal or similar structural materials which constitute the interior structure of a perimeter wall of a Unit, and including any lath, furring, drywall, wallboard, plasterboard, or plaster, but not including any paneling, tiles, wallpaper, paint, or other finish materials.

2.35.2 "Unfinished Ceiling" means the beams, joists and wooden or other structural materials which constitute the ceiling of a Unit, and including any lath, furring,

drywall, wallboard, plasterboard, or plaster, but not including any paneling, tiles, decorative beams, wallpaper, paint, or other finish materials.

2.35.3 "Unfinished Floor" means the beams, floor joists, floor deck material and concrete which constitute the floor of a Unit, but not including any finished flooring or other finish materials.

ARTICLE 3

NAME, DIVISION INTO UNITS

Section 3.1 Name The name of the Project is Lagoon Town Homes. The Project is a condominium pursuant to the Act, and is subject to certain provisions of CCIOA as set forth in C.R.S. § 38-33.3-117.

Section 3.2 Association The name of the Association is the Lagoon Town Homes Condominium Association, Inc., a nonprofit corporation duly incorporated and existing under the laws of the State of Colorado.

Section 3.3 Number of Units. The Project currently consists of 172 Units. Pinnacle Declarant may create no more than three new Units pursuant to the Pinnacle Agreement, for a total of 175 Units.

Section 3.4 Identification of Units. The identification number of each Unit is shown on the Map. By accepting the conveyance of a Unit, every Owner of a Unit, for himself and his Permitted Users, assigns, heirs, executors, and administrators, agrees that the square footage of any Unit in the Project as depicted on the Map may not represent the precise square footage of the Unit, and that there is no warranty by the Association that the Map does represent the precise square footage of the Unit, and the Association disclaims any liability for any discrepancy or inaccuracy of the square footage of the Unit.

Section 3.5 Description of Units.

3.5.1 Each Unit, the appurtenant interest in the Common Elements and the appurtenant use of Limited Common Elements, shall comprise one Unit, which shall be inseparable and may be transferred, leased, devised or encumbered only as one Unit. Any attempted transfer by an Owner of the appurtenant interest in the Common Elements or Limited Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

3.5.2 Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Unit may describe it by its Unit number, Lagoon Town Homes Condominiums, Town of Frisco, County of Summit, State of Colorado, according to the Map and as defined and described in the Declaration thereof, describing the date and Clerk and Recorder reception number of recording of the Map and Declaration, as they may be amended from time to time.

Section 3.6 Separate Parcels and Taxation. Each Unit shall be deemed to be a parcel and shall be subject to separate assessment and taxation for all types of taxes authorized by law, including ad valorem levies and special assessments. No part of the Project other than Units shall be deemed a parcel. The lien for taxes assessed to any Unit shall be confined to such Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any other way affect the title to any other Unit.

ARTICLE 4

RESTRICTIONS ON USE OF UNITS

Section 4.1 Use and Occupancy Restrictions, General. All the Units shall be held, conveyed, used, improved, occupied, owned, resided upon and secured subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Amended Declaration. These restrictions are general in nature and the Executive Board shall have the power to adopt, amend, repeal and enforce more specific and restrictive design and architectural guidelines, and rules, regulations, restrictions and policies as the Executive Board deems to be reasonable and necessary. No offensive or unlawful use may be made of any Unit or the Common Elements, and no unsightliness shall be permitted on or in any part of the Project. No Unit shall be used for any purpose not in compliance with any local, state or federal law, statute or other ordinance, regulation, rule or code. Owners and Permitted Users shall comply with all applicable local, state or federal law, statute or other ordinance, regulation, rule or code.

Section 4.2 Residential Use of Units. Units shall be used and occupied only for residential purposes, except as explicitly set forth in Article 4 of this Amended Declaration. Notwithstanding the above, a Unit may be used for home operated businesses, so long as such business is (i) allowed by zoning resolutions; (ii) is not apparent or detectable by sight, sound, smell or vibration from the exterior of the Unit, (iii) does not increase traffic or parking requirements within the Project; (iv) does not increase the insurance obligation or premium of the Association, and (v) is not illegal under any Colorado or Federal law, except that no Unit may be used for any business providing day care or child care services, or commercial pet housing, sheltering or training, whether licensed or unlicensed.

Section 4.3 Limits on Number of Occupants. The Association may adopt reasonable Rules and Regulations regarding occupancy limitations for Units, and such Rules and Regulations may differ as to Owners and Permitted Users. The Association may purchase and own a Unit or Units for storage, recreation, conference space, offices, or any other uses the Executive Board determines are consistent with the Project.

Section 4.4 Controlled Substances. No Unit may be used to grow, produce or dispense any controlled substance, including, without limitation, marijuana, whether or not allowed under federal or state law, and no Owner may operate as a medical marijuana caregiver from his or her Unit. "Caregiver" shall have the same meaning as that term is used in Article 18, Section 14 of the Colorado Constitution.

Section 4.5 Noxious, Offensive, Dangerous Activities; Annoyance, Nuisance. Except as expressly permitted by this Amended Declaration, no noxious, offensive, dangerous or unsafe activity shall be conducted in or on any Unit or the Common Elements, nor shall anything be done, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the other Owners or Permitted Users. No Owner or Permitted User shall make or permit any disturbing noises nor do or permit anything to be done by others that will unreasonably interfere with the rights, comforts or convenience of other Owners or Permitted Users. Determination of whether an activity violates this covenant shall be at the discretion of the Executive Board or a committee appointed by the Executive Board, and shall be subject to Rules adopted by the Executive Board. The terms "annoyance" and "nuisance" shall not include any activities of Pinnacle Declarant which are necessary to the development and construction of, and sales activities on, the Project. No portion of the Project may be used for the manufacture, consumption, storage or disposal of hazardous materials except that consumption and storage of reasonable quantities typically used for purposes of cleaning, maintenance and repair shall be permitted. Except as may be approved in writing by the Executive Board, nothing shall be done or kept which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 4.6 Rental Restrictions. Subject to the remaining provisions of this Section 4.6 and the provisions of Article 19, an Owner shall have the right to rent or lease his Unit in its entirety upon such terms and conditions as the Owner may deem advisable; provided, however, that (i) no lease or rental agreement shall be for less than the entire Unit unless previously approved by the Association; (ii) all leases or rental agreements shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the Association Documents; (iii) no Unit may be sublet; (iv) a Unit may be leased or rented only for the uses provided herein; (v) any failure of a lessee or renter to comply with the terms of this Declaration or any other Association Documents shall be a default under the lease or rental agreement enforceable by the Association as a third party beneficiary, whether or not the lease or rental agreement contains such a provision. Further, each Owner hereby appoints the Association as its attorney in fact to enforce the provisions of this Section 4.6 on the Owner's behalf. The Unit Owner or professional manager of a leased or rented Unit shall ensure that a copy of the Association's rules are provided to the lessee or renter with all leases or rental agreements whose term exceeds one week. In order to assure eligibility of the Project for any Agency, the Association may adopt rules and regulations with respect to rental of Units to non-Owners, including, without limitation, maximum limits on the number of non-Owner occupied Units, the maximum number of Units that may be owned by one or a related group of Owners, or concentration of Agency owned or insured Mortgages. As used herein, the term lease shall mean any agreement or arrangement for occupancy of the Unit by persons other than the Owner. No Unit may be leased or rented to more individuals than it was originally designed to safely accommodate. Every Unit Owner who leases or rents a Unit shall ensure that lessees or renters have adequate legal parking for each vehicle to be used by such lessees or renters, or shall refrain from leasing or renting to parties if such activity will result in insufficient legal parking. Primary parking for each Unit shall be within such Unit's garage. Secondary parking for no more than one additional vehicle shall be outside such Unit's garage, provided that such additional vehicle properly displays a parking permit issued by the Association.

Section 4.7 Right to Adopt Rules Regulating Units and Common Elements. Each Owner and Permitted User may use the Limited Common Elements allocated to his or her Unit and the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Executive Board may adopt Rules governing or restricting the use of the Units, Limited Common Elements and the Common Elements. Each Owner and Permitted User, by the Owner's acceptance of a deed or other instrument of conveyance or assignment to his or her Unit, agrees to be bound by any such adopted Rules. No Owner or Permitted User shall cause, or further, an obstruction of the Common Elements or Limited Common Elements, nor shall anything be stored on any part of the Common Elements or Limited Common Elements, without prior written consent of the Executive Board. Nothing shall be altered, constructed on, or removed from the Common Elements or Limited Common Elements except upon the prior written consent of the Executive Board. The Executive Board and the Manager shall have a nonexclusive right and easement to make use of and to enter the Common Elements and the Units as may be necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform under this Amended Declaration; provided that entry into Units shall be made only at reasonable times, and except in case of emergency, such entry shall be made after reasonable notice to the Owner of the Unit, including announcement at entry.

Section 4.8 Pets. No household pet or animal shall be harbored in or about the Project, including Common Elements, except in compliance with the terms of this Amended Declaration and in compliance with Rules adopted by the Executive Board, which may supplement, but not supersede or be less restrictive than, the provisions of this Section 4.8. Only Owners and any resident manager, with Association permission, may harbor household pets and animals in or on property within the Association. All household pets and animals must be registered with the Association office. Only domestic dogs, cats, and birds will be allowed as household pets. No household pet or animal shall be allowed at any time without adequate supervision by an Owner or Permitted User, or left unattended outside a Unit. All household pets and animals in the Common Elements shall be leashed. Owners or their family members will be held responsible for any litter, waste, mess or damage created by their pets in the Common Elements and for any offensive or prolonged noises created by their pets. Animals may not be kept for any commercial purposes. The right to keep animals as household pets shall be coupled with the responsibility to pay for any damage caused by such animals, and any damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration. No household pet or animal shall be kept by any renter or lessee of a Unit, and such pets or animals may only be kept by the Unit Owner or such Unit Owner's family members. The Association may request reasonable proof from a Unit Owner or a Unit Owner's family member showing that such individual is the pet's actual owner. Such proof may include but is not limited to veterinary bills, registration papers, and similar documentation. Any individual harboring an animal in violation of this Section 4.8 shall not be immune from the obligations imposed on individuals with permitted pets, but shall still be obligated to cease harboring such animal upon notice from the Association.

Section 4.9 Vehicle Parking. All vehicles parked within the Project, whether such vehicle is owned by an Owner or Permitted User, must be registered with the Association. All registered vehicles will be issued a parking permit in the form of a decal or such other form as determined by the Executive Board. The Executive Board may issue Owners or Permitted Users a short term temporary parking permit. No vehicle may be parked in the Common Elements in a manner that impedes snow plowing or other Association maintenance. All parking in the Project must comply with applicable regulations of the Town of Frisco, this Amended Declaration, and the Association's Rules. No Owner or Permitted User may park any vehicle on the Project that leaks engine fluid, oil, or any other hazardous material.

Section 4.10 Abandoned or Inoperable Vehicles and Equipment. No abandoned or inoperable vehicle or equipment of any kind shall be stored or parked on the Project unless it is kept within the enclosed garage of a Unit. An "abandoned or inoperable vehicle or equipment" shall be defined as any vehicle which is not capable of being driven under its own propulsion, or does not have current registration, or license plates or other identifying marks have been removed from the vehicle or equipment, or the vehicle exhibits other characteristics of abandonment or inoperability, such as, but not limited to, flattened tires. The Executive Board shall have the right to tow, remove or store a vehicle or equipment in violation of this Section, the expense of which shall be levied against the Owner of the vehicle or equipment.

Section 4.11 Vehicle Maintenance. No activity including, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer, boat or equipment, may be performed or conducted on the Project unless such activity is within the garage of a Unit and cannot be seen or heard from any other Unit. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing within the Project.

Section 4.12 Signs. No signs of any nature, excluding signs placed by the Association or permitted by the Pinnacle Agreement, shall be placed or permitted within the Project except political signs permitted under Colorado law and signs advertising a Unit for sale, for rent or open house as may be permitted under Rules adopted by the Executive Board.

Section 4.13 Trash Removal. The Association may provide for regular trash removal as a Common Expense. No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any Common Element or Unit unless placed in a container provided solely for the purpose of garbage pickup. No garbage or trash containers or receptacles shall be maintained in an exposed or unsightly manner. If the Association provides for regular trash removal, the Executive Board may require Owners to arrange and pay for removal of trash, garbage or other refuse that is larger in quantity or weight than, or of a material not accepted by the Association's regular trash removal service.

Section 4.14 Satellite Dishes; Antennae. All satellite dishes, antennae and devices or facilities to transmit or receive electronic signals, radio or television waves are prohibited outside

a Unit or a Limited Common Element under the exclusive use and control of an Owner unless first approved by the Executive Board in conformance with applicable law.

Section 4.15 Fences. No fences shall be permitted, except such as may be constructed, installed or located by the Pinnacle Declarant in the development of, or construction of the Project with the Executive Board's prior consent, or by the Association. Without limiting the generality of the foregoing, the Executive Board may adopt Rules regarding the permitted types, locations, materials, and other matters having to do with fences.

Section 4.16 Fireplaces. Indoor fireplaces shall be kept clean, and free from debris that may constitute a fire hazard, and shall be vented through existing roof vertical vents unless previously approved by the Association. No exterior fireplaces are permitted. No Owner or Permitted User may burn charcoal, wood, or similar objects for cooking on decks.

Section 4.17 Executive Board's Right to Further Regulate Uses of Units and Limited Common Elements. In addition to the restrictions on use and occupancy set forth above, the Association shall have and may exercise the right to control Owners' use and occupancy of their respective Units and Limited Common Elements in any reasonable and lawful manner approved by the Executive Board.

Section 4.18 Wildfire Hazard. Each Owner must be cognizant of the possibility of wildfires and must act responsibly to prevent wildfires and to protect property and the environment. Failure to do so shall constitute a nuisance.

Section 4.19 Living With Wildlife. It is likely that wildlife will live on or visit the Project. Care must be taken to avoid undesirable or inappropriate contact with wildlife. Owners must act responsibly when living with wildlife. Owners and their Permitted Users must manage appropriate storage and disposal of garbage and trash to prevent animal intrusions. Pets shall be restrained by their Owners from interfering with wildlife and wildlife habitats.

Section 4.20 Incomplete Development. Owner acknowledges and recognizes that construction is or may be occurring on the Project, and there may be certain inconveniences until construction is completed, including without limitation, significant noise, odors, vibration, and dust, and all Owners waive all claims against Association with respect thereto.

Section 4.21 Damage Caused by Owner or Permitted User. If, due to the act or neglect of an Owner or Permitted Users, loss or damage shall occur or be caused to any person or property other than the Owner's Unit, such Owner or Permitted User shall be liable and responsible for the payment of same. The amount of such loss or damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Amended Declaration.

Section 4.22 No Partition, Subdivision or Combination. No portion of the Project shall be subject to an action for partition or division and no Units shall be subdivided, resubdivided or combined without the Executive Board's prior written consent. No Units may be subdivided or

subjected to construction to create more separate livable spaces than were originally present at the time the Unit became a part of the Association, without the prior written consent of the Executive Board, the Town of Frisco, and any other entity with jurisdiction over such matters. In any case where the Executive Board's consent is required under this Section, the Executive Board may grant, withhold, or condition its consent in its sole and absolute discretion.

Section 4.23 Modifications to Units or Common Elements. No Owner or Permitted User shall construct, erect, or maintain any wall or other addition, or make any alteration to previously-existing walls or additions, until plans, specifications, color schemes, and other information required by the Executive Board is submitted to and approved by the Executive Board. No Owner shall undertake any work in his Unit which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair an easement or hereditament thereon or thereto, or which would be a violation of any law, ordinance, regulation, rule or code. Nor shall any Owner enclose, by means of screening or otherwise, the balcony, patio, deck or porch which is accessible from associated with and which adjoins a Unit, without the prior written consent of the Executive Board; and further, such enclosure shall be made solely in accordance with plans and specifications approved by the Executive Board, which may adopt architectural specifications for materials, colors, and all other aspects of the enclosure to ensure the architectural harmony and market value of the Project. No enclosure, improvement, or modification of any nature shall be allowed if the same shall cause a violation of applicable zoning regulations or building codes. Structural alterations shall not be made by an Owner to a Building or in the water, gas or steam pipes, electric conduits, plumbing or other fixtures connected therewith, nor shall an Owner remove any additions, party walls, improvements or fixtures from a Building without the prior written consent of the Executive Board. No Owner or Permitted User may make any alteration to any Unit without a valid building permit issued by the Town of Frisco and provided to the Association before commencing construction, and all construction shall be duly permitted and inspected, if required by the Town of Frisco. In any case where the Executive Board's consent is required under this Section, the Executive Board may grant, withhold, or condition its consent in its sole and absolute discretion.

Section 4.24 Enforcement. Subject to the enforcement provisions of Sections Article 20 and Section 21.2 and pursuant to the procedures set forth in Section 6.1.8, the Association has the power to adopt rules, regulations, policies, and procedures regarding enforcement of the Association Documents, levying fines and other charges, and related Association governance. The Executive Board or its agent shall be charged with day-to-day enforcement of the Association Documents, including the preparation of violation notices and the levying of fines for violations. Such fines may vary depending on the Executive Board's determination of the severity of the violation, and shall not become final until the Owner or Permitted User has been given the opportunity to be heard regarding the violation. The Executive Board may determine whether a violation is continuing, and the appropriate fine or other course of action for such violation. Each Owner and Permitted User shall strictly comply with, and cause his guests to strictly comply with, the Association Documents. Failure to so comply may be grounds for an action at law or in equity, as provided herein and in the other Association Documents.

ARTICLE 5

THE ASSOCIATION

Section 5.1 The Association. Every Owner of a Unit shall be a Member of the Association. Any Unit with multiple owners shall have only one membership in the Association, and the vote for such Unit must be cast as a single vote. Membership shall be appurtenant to and may not be separated from ownership of a Unit, and shall pass upon any conveyance of a Unit. The Association shall perform functions and hold and manage property as contemplated by this Amended Declaration so as to further the interests of the Owners and the Project, and shall have all powers necessary or desirable to effectuate such purposes.

Section 5.2 Transfer of Membership. An Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit. The Association shall not create a right of first refusal on any Unit and Owners may transfer ownership of their Units free from any such right.

Section 5.3 Membership; Voting Rights. The Association shall have one (1) class of membership consisting of all Owners, including the Pinnacle Declarant so long as the Pinnacle Declarant continues to be an Owner. No Owner who is not in Good Standing with the Association shall be entitled to vote in any matter. Except as otherwise provided for in this Amended Declaration, each Owner who is in Good Standing shall be entitled to vote in Association matters that are subject to Owner vote. There shall be one vote for each Unit. Pinnacle Declarant shall be entitled to one vote for as long as it has the right to construct any Unit under the Pinnacle Agreement. Any Unit owned by more than one Member shall be entitled to a single vote. The individual Member Owners of such Unit are charged with deciding how to cast such vote. Each Owner, including Pinnacle Declarant while Pinnacle Declarant remains an Owner, is subject to all the rights and duties assigned to Owners under the Association Documents.

Section 5.4 Executive Board. All members of the Executive Board shall be Members of the Association, or in the event that a Member is an entity other than a natural person, such member of the Executive Board shall be an authorized representative of such entity Member. The Executive Board shall consist of at least three directors, and the number of directors shall be as set forth in the Bylaws. The Directors shall serve staggered terms. Following notice and pursuant to the procedure provided in the Bylaws, the Owners may remove a member of the Executive Board, with or without cause. All Members of the Executive Board shall be and remain in Good Standing.

Section 5.5 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials not to exceed the actual cost per page. The Association shall maintain such books and records as may be required under CCIOA.

Section 5.6 Manager. The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association.

ARTICLE 6

DUTIES AND POWERS OF THE ASSOCIATION AND EXECUTIVE BOARD

Section 6.1 Duties and Powers of the Association. The Association exists to further the common interests of the Members, and is irrevocably appointed as attorney-in-fact for the Owners to manage, control, and deal with the Owners' interests in the Common Elements to allow the Association to fulfill its duties and rights hereunder. The Association, acting through the Executive Board or persons to whom the Executive Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members of the Association, to maintain, improve and enhance the Common Elements, to maintain, improve and enhance the Units, and to maintain, improve and enhance the health, safety, value, attractiveness and desirability of the Project. Without in any way limiting the general scope of the foregoing, the Association shall have the following specific duties and powers:

6.1.1 Duty to Manage and Care for General Common Elements. The Association shall regulate the use of, manage, operate, care for, maintain, repair and replace all General Common Elements and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members.

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

6.1.3 Duty to Maintain Insurance. The Association shall obtain and keep in full force and effect at all times insurance coverage in accordance with Article 10 of this Amended Declaration.

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

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

6.1.6 Duty to Keep Records. The Association shall keep current copies of the Association Documents and shall make them available for inspection and copying as more fully provided in Section 5.5 above.

6.1.7 Power to Adopt Bylaws and Rules, Regulations, Restrictions and Policies. The Association may adopt, amend, repeal and enforce Bylaws and Rules as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Units or the Common Elements, the use of any other property within the Project, and otherwise for the benefit of the Project and the Owners. Any such Rules shall be reasonable and uniformly applied. Written notice of the adoption, amendment or repeal of any Rules shall be posted at the Association office, and copies of the currently effective Rules shall be made available to each Member upon request and payment of the copying cost. Each Member shall comply with such Rules and shall ensure that Permitted Users of such Member comply with the Rules. Rules shall have the same force and effect as if they were set forth in and were part of this Declaration.

6.1.8 Power to Enforce Covenants and Rules. The Association shall have the power to enforce the provisions of the Association Documents, and shall take such action as the Executive Board deems necessary or desirable to cause compliance by each Member and Permitted Users. Without limiting the generality of the foregoing, the Association shall have the power to impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the Association Documents, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents. Such fines may be levied in amounts determined in the Executive Board's sole discretion, and the Executive Board may levy higher fines for more severe violations.

6.1.9 Power to Make Contracts and Incur Liabilities. The Association shall have the power to make contracts and incur liabilities, and without the consent of Members, to pledge or assign future Assessments as security for repayment of same.

6.1.10 Power to Grant Easements, Leases, Licenses and Concessions. The Association shall have the power to grant easements, leases, licenses and concessions through or over the Common Elements.

6.1.11 Power to Employ Managers, Other Employees, Agents and Independent Contractors. The Association shall have the power to retain and pay for the services of a Manager, other employees, agents and independent contractors to undertake any of the management or functions for which the Association has responsibility under this Amended Declaration to the extent deemed advisable from time to time by the Executive Board, and may delegate any of its duties, powers or functions to the Manager, other employees, agents or independent contractors. Any management agreement entered into by the Association shall provide that it may be cancelled upon thirty (30) days written

notice without cause, and without any notice or payment of a termination fee if such cancellation is for cause.

6.1.12 Power to Engage Employees, Agents and Consultants. The Association shall have the power to retain and pay for such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association.

6.1.13 Power to Commence and Maintain Legal Actions. The Association shall have the power to commence and maintain, defend or intervene in litigation, arbitration and administrative proceedings in its own name on behalf of itself or two or more Owners regarding such issues and against such parties as may be deemed appropriate by the Executive Board, subject, however, to the provisions of Article 20 herein.

6.1.14 Power to Modify and Improve Common Elements. The Association shall have the power to modify the Common Elements and cause additional improvements to be made as a part of the Common Elements. The Association shall not make any capital alterations, additions, or improvements to the Common Elements requiring expenditures in excess of \$50,000 in any one calendar year absent the consent Owners representing a majority of the interests in the Common Elements, except that such limitation shall not apply to any expenditure made by the Association for maintenance and repair of the General Common Elements, or in the event of an emergency or in the case of repair of Common Elements destroyed or damaged and covered by insurance pursuant to Article 10. The Association's \$50,000 capital alteration, addition, or improvement limitation shall be increased annually according to the Consumer Price Index – All Urban Consumers, Denver-Boulder-Greeley, Colorado, as compiled by the Bureau of Labor Statistics. This limitation shall never be adjusted downward.

6.1.15 Power to Acquire and Maintain Property and Construct Improvements; Power to Convey Common Elements. The Association may acquire property or interests in property for the common benefit of Owners, including improvements and personal property. The Association may construct improvements on property and may demolish existing improvements owned by the Association. The Association shall have the power to maintain public or private rights-of-way and to perform maintenance on any portion of the Project, provided that if such portion of the Project is not owned by the Association, the owner of such portion shall have given its consent to such maintenance. Common Elements may be conveyed in fee only if (a) Members to whom at least sixty-seven percent (67%) of the votes in the Association are allocated agree to that action, (b) the provisions of Article 17 are followed with respect to approval of Eligible Mortgagees, and (c) if all Owners of Units to which any Limited Common Element is appurtenant agree in order to convey that Limited Common Element.

6.1.16 Power to Impose Fees and Charges. The Association shall have the power to impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, and the Association shall have the power to impose reasonable charges for the preparation of statements of unpaid Assessments.

6.1.17 Power to Provide Special Services for Members. The Association shall have the power to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to an agreement in writing, which shall provide for payment to the Association by such Member or group of Members of the costs and expense which the Association incurs in providing such services, including a fair share of the overhead expenses of the Association, and shall contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group of Members, and that the payment for such services shall be secured by a lien on the Units of the Member or group of Members and may be collected in the same manner as an Assessment, or, if the written agreement so provides, in installments as part of the Assessments.

6.1.18 Power to Borrow Money and Mortgage Property. The Association shall have the power to borrow money and assign its future income, including its right to receive Assessments, upon resolution of the Executive Board. Further, the Association shall have the power to encumber, in the name of the Association, any right, title or interest in real or personal property, except that Common Elements may be subjected to a security interest only if (a) Members to whom at least sixty-seven percent (67%) of the votes are allocated agree to that action, (b) the provisions of Article 17 are followed with respect to approval of Eligible Mortgagees, and (c) if all Owners of Units to which any Limited Common Element is appurtenant agree in order to subject it to a security interest.

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

6.1.20 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado nonprofit corporation and shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Association Documents, applicable provisions of CCIOA, or the Colorado Revised Nonprofit Corporation Act and to do and perform any and all acts which may be necessary or desirable for the governance and operation of the Association.

Section 6.2 Powers of the Executive Board. Except for such rights as are expressly reserved to the Members herein or in the Bylaws and the applicable provisions of CCIOA, the Executive Board shall have the power to, and may act in all instances on behalf of the Association.

ARTICLE 7

MECHANIC'S LIENS

Section 7.1 No Liability. If any Owner or Permitted User shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other

Unit, nor the Association, shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, nor shall any other Unit or any of the Common Elements be subject to a mechanic's lien for payment of any work done or material furnished for such Owner or Permitted User. All such work shall be at the expense of the Owner or Permitted User causing it to be done, and such Owner or Permitted User shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit.

Section 7.2 Indemnification. If, because of any act or omission of any Owner or Permitted User, any mechanics or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner or Permitted User whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

Section 7.3 Association Action. Labor performed or materials furnished for the Common Elements, if duly authorized by the Association in accordance with this Amended Declaration or the Bylaws, may be the basis for the filing of a lien pursuant to law against the Common Elements. Any such lien shall be limited to the Common Elements and no lien may be effected against an individual Unit or Units.

ARTICLE 8

EASEMENTS

Section 8.1 Recorded Easements. The Project shall be subject to all easements set forth herein, those shown on any Map or plat, those of record, those provided by statute and as otherwise as set forth in this Article. All easements set forth herein shall be appurtenant to the Units within the Project.

Section 8.2 Utility Easements. There is hereby created a blanket easement upon, across, over, in and under the Project for the benefit of the Common Elements and the Units and the structures and improvements situated on the Project for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity, except that any such easements not in existence as of the date of recording this Amended Declaration may not be utilized by the utility providers until after receiving written approval from the Executive Board. Said blanket easement includes future utilities and services not presently available to the Units which may reasonably be required or desirable in the future. By virtue of this easement, after receiving approval of the Executive Board, it shall be expressly permissible for the companies providing utilities or services to erect and maintain the necessary equipment on any of the Common Elements and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes and other

equipment on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Project, subject to approval by the Association as provided above. Upon exercise of the rights contained in this Section, the utility or service providers, at their sole cost and expense, shall repair (or replace if necessary) the Project and all improvements thereon to their condition as they existed prior to the utility or service providers performing any work.

Section 8.3 Reservation of Easements, Exceptions and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the General Common and Limited Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to reasonable restrictions on the use of Common Elements set forth in writing by the Association, such as for parking, snow plowing, and closure for repairs and maintenance. All Owners have a nonexclusive easement in and over the Common Elements, including the Common Elements within the Unit of other Owners, for horizontal and lateral support of the Unit that is part of his Unit, and for utility service to that Unit.

Section 8.4 Governmental Access. A general easement is hereby granted to all police, Town of Frisco, sheriff, fire protection, ambulance and other similar governmental agencies or persons to enter upon the Project, including specifically the right to enter any Unit, in the proper performance of their duties. Members of the Executive Board may accompany such persons if requested by the Unit Owner or the person entering the Unit. All Owners and Permitted Users hereby consent to such entry, and shall provide written confirmation of such consent to the Association upon request.

Section 8.5 Maintenance and Repair Access. Some of the Common Elements are or may be located within a Unit, or are accessible only through a Unit. All Owners hereby grant an easement to the Executive Board, or any other person authorized by the Executive Board, whether the Owner is present or not, for access through each Unit to all Common Elements, from time to time, as may be necessary for the maintenance, repair, or replacement of any of the Common Elements located thereon or accessible therefrom or for making emergency repairs to the Common Elements or to the Unit or components therein as necessary to prevent damage to the Common Elements or to another Unit. For routine maintenance and non-emergency repairs, entry shall be made only on a regular business day during regular business hours, after service of at least one day's notice in writing to the Owner or Permitted User, excluding routine inspections made by the Association to ensure the Building is adequately protected from freezing temperatures, which routine inspections may be made on a "knock and announce" basis. In case of emergency, entry may be made at any time provided that a reasonable effort according to the circumstances is made to give notice of entry. The Board or its agent is granted the authority to use such reasonable force as is necessary to gain entry into the Unit in the event of an emergency, if no other means of entry are available in view of the circumstances. All Owners and Permitted Users hereby consent to such entry, and shall provide written confirmation of such consent to the Association upon request.

All damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements, at the instance of the Association, shall be paid for as a Common Expense of the Association, unless an Owner or Owner's Permitted User acts or omissions caused the need for such maintenance, repair, emergency repair or replacement. No Owner shall be entitled to diminution or abatement for inconveniences or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority or from the authority granted to the Executive Board under this Section. Restoration of the damaged improvements shall be substantially to the same as the condition in which they existed prior to the damage.

Section 8.6 Encroachment. If any part of the Common Elements or a Unit encroaches or hereafter encroaches on a Unit or the Common Elements, an easement for such encroachment shall and does exist. Such encroachments are not encumbrances either on the Common Elements or the Units.

ARTICLE 9

MAINTENANCE

Section 9.1 Owners' Maintenance Responsibility. Each Owner shall maintain and keep in good repair and in a clean, safe, attractive and sightly condition his Unit, including the fixtures, doors, and windows thereof and the improvements affixed thereto, except that painting or staining of the exterior of exterior doors and window frames shall be the Association's responsibility. Owners shall replace, as necessary: (a) the interior of his Unit, including Unit doors, windows and screens, and fireplaces, chimneys and flues; (b) fixtures and equipment installed within, or solely for the benefit of, the Unit, including any heating and refrigerating elements, carbon monoxide detectors, duct work, or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, drains, flues and all other related equipment required to provide heating, air conditioning, hot and cold water, electrical, sewage or other utility services to the Unit; (c) utility service lines serving the Unit to the point and including where such lines connect with utility lines serving other Units; (d) except as provided in Section 9.4 below, the Limited Common Elements appurtenant to such Owner's Unit including, without limitation, all allowable improvements made to the Limited Common Elements by the Owner, including utility lines serving components of such Limited Common Elements, and including routine maintenance and cleaning, and (e) those portions of the Common Elements and the Units, including the Owner's Unit, damaged or destroyed by an event of casualty in or emanating from the Owner's Unit. An Owner shall do no act or any work that will impair the structural soundness or integrity of the Common Elements or impair any easement.

Section 9.2 Owner's Failure to Maintain or Repair. In the event that a Unit, including the allocated Limited Common Elements, is not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that the Common Elements or a Unit is damaged or destroyed by an event of casualty in or emanating from the Owner's Unit and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or

destroyed Common Element or Unit for which the Owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Common Elements and the Unit to a condition of good order and repair. In the event that a Unit is not properly maintained or repaired, and such failure results in damage to the Common Elements appurtenant to the Unit, the Owner of the Unit shall be responsible for the costs incurred by the Association in connection with the restoration and repair of the Common Elements. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand and the expense therefor shall be paid by the Owner to the Association upon demand, and until paid, shall constitute a Default Assessment enforceable in the same manner as any other unpaid Assessment.

Section 9.3 Owner's Failure to Notify of Repairs To Common Elements. Each Owner shall be responsible for notifying the Association, in a timely manner, of any necessary repairs to the General Common Elements located within that Owner's Unit. An Owner shall be responsible for all damages to the General Common Elements that result from its failure to make such a timely repair notification to the Association. All costs incurred by the Association in connection with the repair of the General Common Elements, attributable to the Owner's omission, shall be paid by the Owner to the Association upon demand, and until paid, shall constitute a Default Assessment enforceable in the same manner as any other unpaid Assessment.

Section 9.4 Maintenance by Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements (except as set forth in Sections 9.1 thru 9.3 above). Without in any way limiting the general scope of the foregoing, the Association shall be responsible for the maintenance, repair and replacement of the exteriors of the structures making up the Units, including the roofs, walls, foundations, gutters, downspouts, and exterior lights (excluding light bulb replacement on the residential structures); painting or staining all exterior surfaces requiring painting or staining; and snow removal from the General Common Elements. The Association shall be specifically responsible for the repair or replacement, of the materials making up the walking surface of patios and porches appurtenant to each Unit, except that any allowable improvements made to, or located on such patio, or porch shall be maintained, repaired, or replaced by the Owner thereof.

Section 9.5 Association Maintenance as Common Expense. Subject to availability of any insurance proceeds, the cost of maintenance and repair by the Association shall be a Common Expense. Damage to the interior or any part of a Unit resulting from the maintenance, repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association shall also be a Common Expense of all of the Owners. However, if such damage is caused by negligent or tortious acts of an Owner, or Permitted User, then such Owner shall be responsible and liable for all of such damage and the cost thereof, to the extent that Owner or Permitted User's negligence caused such damage, which must be timely paid.

Section 9.6 No Other Alterations to Common Elements. Except as required herein, no Owner shall make any addition or other alteration to any portion of the Common Elements (either General and Limited Common Elements), no matter how minor, including the installation

or planting of additional landscaping or the penetration of exterior walls for pipes, wires, or vents, without the express written consent of the Executive Board, which consent may be withheld in the Executive Board's sole and absolute discretion.

ARTICLE 10

INSURANCE

Section 10.1 General Insurance Provisions. The Association shall acquire and pay for, out of the Assessments levied under Article 11 below, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

10.1.1 Property Insurance Coverage. Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk, replacement cost, agreed amount (if the policy includes co-insurance), special condominium, building ordinance and inflation guard endorsements attached, in amounts determined by the Executive Board to represent not less than the full then current insurable replacement cost of the improvements located on the Project including all of the Units and Common Elements, including all interior and perimeter walls and floors, partitions, decorated and finished surfaces of interior and perimeter walls, floors, and ceilings, doors, windows and other elements or materials comprising a part of the Units, but excluding any fixtures, equipment or other property within the Units and any betterments and improvements made by Owners and building excavations and foundations, less applicable deductibles. Maximum deductible amounts for such policy shall be determined by the Executive Board, provided, however, that if an applicable Agency requires specific deductibles, the Executive Board shall follow such Agency's requirements. The Association shall obtain insurance covering only the original specifications of each Unit.

10.1.2 Commercial General Liability. Commercial general liability insurance for the Project in such amounts as the Executive Board deems desirable, provided that such coverage shall be for at least \$1,000,000 for bodily injury, including death and property damage arising out of a single occurrence insuring the Association, the Executive Board, the Manager, and their respective agents and employees, and the Owners from liability in connection with the operation, maintenance and use of Common Elements. The policy must include a "severability of interest" clause or specific endorsement. Such coverage shall also include legal liability arising out of contracts of the Association and such other risks as are customarily covered with respect to condominium projects.

10.1.3 Requirements of Property Insurance and Commercial General Liability Insurance. The insurance policies required by Sections 10.1.1 and 10.1.2 above may be carried in blanket policy form naming the Association as the insured, for the use and benefit of and as attorney-in-fact for the Owners. Each Owner shall be an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association.

Each Mortgagee and its successors or assigns shall be a beneficiary of the policy in the percentages of Common Expenses for the Unit which the Mortgage encumbers. The insurance company shall waive its rights of subrogation under the insurance policy against any Owner or member of the Owner's household. No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void the insurance policy or be a condition to recovery under the insurance policy. If, at the time of a loss under an insurance policy described above there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy shall provide primary coverage.

Section 10.2 Owner Policies. Each Owner of a Unit may obtain and maintain the following insurance coverage: (1) property insurance coverage on the furnishings, fixtures and other items of personal property belonging to an Owner and any additions and alterations to a Unit which increase the Unit's replacement cost above that of the original specifications for the Unit; (2) property and liability insurance coverage for each Unit and the Common Elements appurtenant thereto; and (3) loss of use insurance coverage for additional living expenses and the fair rental value of the Unit.

Section 10.3 Certificates of Insurance: Cancellation. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. All policies required to be carried by the Association under this Article 10 shall provide a standard non-contributory mortgagee clause in favor of each First Mortgagee of a Unit and shall provide that such policy cannot be canceled by the insurance company without at least thirty (30) days prior written notice to each Owner and each First Mortgagee whose address is shown in the records maintained pursuant to the Association's documents. If the insurance described in this Article 10 required to be obtained by the Association is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefor having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and to all First Mortgagees.

Section 10.4 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 10.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 10.5 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 10.5 Repair and Replacement. Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the Project is terminated in which case the approval must first be obtained of Owners to whom two-thirds (2/3) of the votes in the

Association are allocated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (iii) there is a vote not to repair or replace by (a) Owners to whom at least two-thirds (2/3) of votes in the Association are allocated and (b) every Owner of a Unit or assigned Limited Common Element that will not be repaired or replaced.

The cost of repair or replacement of Common Elements in excess of insurance proceeds and reserves is a Common Expense. If all the Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Project, and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to each Owner's allocated interests in ownership of the Common Elements.

Section 10.6 Fidelity Insurance. Fidelity insurance or fidelity bonds may be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees and employees and on the part of all others, including any Manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than the greater of (a) fifty thousand dollars (\$50,000) or (b) the estimated maximum amount of funds, including reserve funds, in the custody of the Association or Manager as the case may be, at any given time during the term of each policy as calculated from the current budget of the Association but in no event less than a sum equal to three (3) months' aggregate assessments plus reserve funds. If responsibility for handling funds is delegated to a Manager, such insurance or bonds shall be obtained by or for the Manager and its officers, employees and agents, as applicable. All fidelity insurance or bonds shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 10.7 Directors and Officers Liability Insurance. The Association may also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of the Executive Board against any liability asserted against a member of the Executive Board or incurred by him in his capacity of or arising out of his status as a member of the Executive Board.

Section 10.8 Other Insurance. The Association may maintain flood insurance if any part of the Project is located within a Special Flood Hazard Area on a Flood Insurance Rate Map, equal to the lesser of 100% of the insurable value of the Project or the maximum coverage available under the appropriate National Flood Insurance Program. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties or as requested by any Agency.

Section 10.9 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses, provided, however, that if some of the insurance is attributable to some but not all of the Units, the

Association reserves the right to charge the Owners for which the insurance coverage is attributable, an amount equal to the premium attributable to such additional insurance coverage.

Section 10.10 Policies Regarding Submittal of Claims; Allocation of Deductibles . The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal and adjustment of claims, responsibility for deductibles, and losses which are less than amounts of deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association.

Section 10.11 Contractors' Insurance. The Executive Board shall not enter into employment contracts or independent contractor contracts of any kind unless the contracting party provides evidence (such as a Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including workers compensation insurance, commercial general liability and automobile insurance on all of which the Association is named as an additional insured. Such contractors shall also execute an indemnification in favor of the Association regarding Workers Compensation Insurance.

ARTICLE 11

ASSESSMENTS

Section 11.1 Obligation. Each Owner, including Pinnacle Declarant while an Owner of any Unit, is obligated to pay to the Association (1) the Annual Assessments; (2) Special Assessments; and (3) Default Assessments. Each Assessment against a Unit is the personal obligation, jointly and severally, of the Owner(s) at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorneys' fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Amended Declaration. All Assessments shall be payable in accordance with the levy thereof, and no offsets or deductions thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under the Association Documents. Assessments may be prorated to the date an Owner conveys title to a Unit.

Section 11.2 Budget . The Executive Board shall, in advance of the next fiscal year of the Association, prepare and adopt a proposed Common Expense budget based on estimated Common Expenses. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, expenses of management and insurance premiums for insurance coverage as contemplated herein or deemed desirable or necessary by the Association, landscaping of the Common Elements, care of grounds within the Common Elements including snow removal, routine repairs and renovations within the Common

Elements, wages, common water and sewer utility charges for the Common Elements and the Units, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance, repairs and replacement of improvements within the Common Elements on a periodic basis, as needed.

Section 11.3 Annual Assessments. Annual Assessments made for Common Expenses shall be based upon the adopted budget. The Executive Board shall levy and assess the Annual Assessments to each Owner in accordance with the Allocated Interests in effect on the date of the Annual Assessment, provided, however, that any expense associated with the maintenance, repair or replacement of a Limited Common Element may be assessed against the Units to which the Limited Common Element is assigned, equally among such Units, and the Executive Board reserves the right to allocate all expenses relating to fewer than all of the Units to the owners of those affected Units only. Annual Assessments shall be payable in advance monthly or on such other basis as may be determined by the Executive Board, and shall be due on the first day of each period in regular installments on a prorated basis. The omission or failure of the Association to fix the Annual Assessments for any assessment shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same, and the Owners shall pay the Annual Assessment at the same rate and on the same schedule as the prior year in the event the Association fails to fix the Annual Assessment.

Section 11.4 Date of Commencement of Annual Assessments. The Annual Assessments shall commence as to each Unit on the first day of the month following the effective date of adoption of the budget.

Section 11.5 Special Assessments. In addition to the Annual Assessments, the Executive Board may levy one or more Special Assessments payable over such a period as the Executive Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Amended Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their Allocated Interests, subject to the right of the Association to assess the Special Assessment only against the Owners of affected Units. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less thirty (30) days after such notice has been given.

Section 11.6 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Amended Declaration.

Section 11.7 Effect of Nonpayment: Assessment Lien. Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid when due shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (i) If the delinquency continues for a period of fifteen (15) days, assess a late charge for each delinquency in such amount as the Association deems appropriate;
- (ii) If the delinquency continues for a period of thirty (30) days, assess an interest charge from the due date until paid at the yearly rate of eighteen percent (18%) per year and terminate non-essential services provided by or through the Common Elements to the Unit, such as cable television (regardless of additional services contracted for by the Owner) or restrict access to non-essential Common Elements, including without limitation, recreational facilities;
- (iii) If the delinquency continues for a period of three (3) months, assess a fine equal to at least one (1) month's assessments outstanding for that Unit for every three (3) months of delinquency, in addition to all other late charges, interest, and fines;
- (iv) Suspend the voting rights of the Owner during any period of delinquency;
- (v) Accelerate all remaining Assessment installments so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;
- (vi) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments;
- (vii) Proceed with foreclosure as set forth in more detail below; and
- (viii) Following notice and an opportunity to be heard, suspend any of the Owner's membership privileges beyond those actions specifically set forth in this Section 11.7.

Assessments chargeable to any Unit shall constitute a lien on such Unit. Such lien will be subject to the provisions of Colorado Revised Statutes, Section 38-33.3-316. Such lien will be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law should be superior and (ii) the lien or charge of any First Mortgage made in good faith and for value. Notwithstanding the foregoing, the Association's lien for delinquent Assessments will be prior to a First Mortgage to the extent of an amount equal to the Assessments which would have come due, in the absence of acceleration, during the six months immediately preceding institution by either the Association or any First Mortgagee of an action or a nonjudicial foreclosure either to enforce or extinguish the lien. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses

for filing the notice of the claim and lien, and all reasonable attorneys' fees incurred in connection with the enforcement of the lien. The Owner shall be required to pay the Association the monthly assessment installments for the Unit during the period of any foreclosure. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association's lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any homestead exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 11.8 Payment by Mortgagee. Any Mortgagee holding a lien on a Unit may pay any unpaid amount payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien and upon such payment that Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as the lien of the Mortgagee.

Section 11.9 Statement of Status of Assessment Payment. Upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, Agency, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

Section 11.10 Capitalization of the Association. The Association shall require each Owner of any Unit upon the acquisition of the Unit to make a nonrefundable contribution to the Association in the amount equal to three months worth of the total Annual Assessment at the time of purchase as a "working capital" contribution. Any purchaser of a Unit created under the Pinnacle Agreement shall make a nonrefundable contribution as provided by Paragraph 16 of the Pinnacle Agreement. Such contribution shall be collected and transferred to the Association at the time of closing of the purchase of the Unit as aforesaid, and shall be deposited into a working capital fund, which may be used for the benefit of the Association as the Executive Board deems appropriate, including, without limitation, to meet unforeseen expenditures or to purchase additional equipment, property or services. Such contributions shall not relieve an Owner from making regular payments of assessments as the same become due.

Section 11.11 Maintenance Accounts: Accounting. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a Manager, then such other persons or Manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or Manager, (b) maintain all reserve accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association no less than once per quarter an accounting for the previous quarter. In addition, the Association shall obtain an annual accounting and financial statement of Association funds (on

either a review or audit basis, at the Association's discretion) and annual tax returns prepared by a certified public accountant.

ARTICLE 12

DAMAGE OR DESTRUCTION

Section 12.1 The Role of the Executive Board. Except as provided in Section 10.5, in the event of damage to or destruction of all or part of any General Common Elements improvement, or other property covered by insurance written in the name of the Association under Article 10, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property. The property insured by the Association pursuant to Article 10 is sometimes referred to as the "Association-Insured Property".

Section 12.2 Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction is minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, to the extent of insurance proceeds, unless the approval is obtained from Owners to whom at least two-thirds (2/3) of the ownership interests in the Common Elements are allocated, including every Owner of a Unit or assigned Limited Common Element that will not be repaired or reconstructed. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the insurance trustee, if any, determines to be necessary.

Section 12.3 Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property to substantially the same condition in which they existed prior to the damage or destruction. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Association Assessments shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 12.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association-Insured Property for the benefit of Owners and Mortgagees. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 11.5, levy, assess and collect in advance from the Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in a like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

Section 12.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. The first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be retained by the Association to offset future Association expenses.

ARTICLE 13

CONDEMNATION

Section 13.1 Rights of Owners. Whenever all or any part of the Common Elements is taken by power of condemnation or eminent domain or whenever all or any part of the Common Elements is conveyed by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain in lieu of a taking under threat of condemnation, each Owner shall be entitled to notice of the taking or conveyance. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 13.2 Partial Condemnation; Distribution of Award: Reconstruction. The award made for such taking shall be payable to the Association for the benefit of the Owners and Mortgagees and, unless otherwise required under the Act, the award shall be disbursed as follows: if the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners to whom at least two-thirds (2/3) of the ownership interests in the Common Elements are allocated shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executives Board. If such improvements are to be repaired or restored, the provisions in Article 12 above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be retained by the Association to offset future expenses of the Association.

Section 13.3 Complete Condemnation. If all of the Project is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Amended Declaration shall terminate, provided that approval must first be obtained of fifty-one percent (51%) of Eligible Mortgagees, and the portion of the condemnation award attributable to the Common Elements shall be distributed as provided in the Colorado Revised Nonprofit Corporation Act upon liquidation of the Association.

ARTICLE 14

ASSOCIATION AS ATTORNEY-IN-FACT

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of (a) granting easements pursuant to Article 8; (b) purchasing and maintaining insurance pursuant to Article 10, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association pursuant to Article 10 upon their damage or destruction as provided in Article 12; (c) negotiating and dealing with any authority having the power of condemnation or eminent domain relating to a complete or partial taking as provided in Article 13, above; (d) enforcing rental or lease restrictions set forth in Section 4.4; or (e) acting in any other capacity on behalf of the Owners when approval by the Owners is required and has been obtained. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Project shall constitute appointment of the Association as the grantee's attorney-in-fact for the purposes provided for herein, and the Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE 15

PINNACLE DECLARANT RIGHTS

Section 15.1 Pinnacle Declarant Rights. The Project is complete, excluding the Pinnacle Declarant's right to construct up to three (3) new townhouse condominium units within one building structure to be built to the West of Unit 701A as depicted and contemplated by the Pinnacle Agreement. Pinnacle Declarant has previously divided Unit 701A into two individual, separately numbered units.

15.1.1 Supplemental Declarations and Supplemental Plats. Such development by Pinnacle Declarant may be accomplished by the filing for record by Pinnacle Declarant in the office of the Clerk and Recorder one or more Supplemental Declarations and Supplemental Maps setting forth the Units and other real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions and easements particular to such expansion. No Supplemental Declarations or Supplemental Maps may be filed, or other expansion completed prior to Pinnacle Declarant's complete compliance with the terms and conditions of the Pinnacle Agreement. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. All improvements to be constructed as a result of such expansion shall be substantially completed prior to the recording of the Supplemental Declaration and Map adding additional Units and the improvements shall be consistent with

the Units hereby submitted to the Declaration in structure, type and quality of construction.

15.1.2 Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the property subject to this Amended Declaration as so expanded. For example, "Unit" shall mean the Units as shown on the Map plus any additional Units added by any Supplemental Declarations and Supplemental Maps, and reference to this Amended Declaration shall mean this Amended Declaration as supplemented. All conveyances of Units shall be effective to transfer rights in the property as expanded.

15.1.3 Declaration Operative on Expansion Property. Units added by Supplemental Declarations and Maps shall be subject to all of the terms and conditions of this Amended Declaration and of any Supplemental Declarations, upon recording the Supplemental Map(s) and Supplemental Declaration(s) with the Clerk and Recorder. The rights of Pinnacle Declarant as described herein shall apply to all Units which are added to this Amended Declaration in accordance with these provisions relating to enlargement thereof and the Pinnacle Agreement.

15.1.4 Effect on Expansion. Upon the construction of additional Units and their inclusion under this Declaration and the filing of the Supplemental Declaration(s) and Supplemental Map(s) thereof, the Allocated Interests applicable to a Unit shall be as set forth in Section 2.3 above.

Notwithstanding any inclusion of additional Units under this Amended Declaration each Owner (regardless of whether such Owner is the owner of a Unit shown on the original Map or is the owner of a Unit created by the Supplemental Declaration and Supplemental Map) shall remain fully liable with respect to his obligation for the payment of the Common Expenses of the Association, including the expenses for such new Common Elements, costs and fees, if any. The recording of a Supplemental Declaration or Supplemental Map shall not alter the amount of the Common Expenses assessed to a Unit prior to such recording.

ARTICLE 16

ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO COMMON ELEMENTS

Section 16.1 Alterations, Additions or Improvements to Common Elements. Other than alterations, additions or improvements made by Pinnacle Declarant, no alteration, addition or improvement to the Common Elements of any kind (including, without limitation, change in color or texture of exterior surfaces, street numbers, signage, doors or windows or additional landscaping), or which in any manner affect the Common Elements (by way of example and not by way of limitation, addition of air conditioning Units, hot tubs, spas, fireplaces, skylights, creation of lock-off units, and moving or removing walls), shall be made unless first approved in

writing by the Executive Board. All alterations, additions or improvements must have a valid Town building permit if required and provide such permit to the Association before commencing construction, and shall comply with any rules, guidelines or criteria adopted by the Executive Board governing architectural or design considerations, signs, window coverings, lighting or other alterations, additions or improvements. The Executive Board shall respond to any written request for approval of a proposed addition, alteration or improvement within forty-five (45) days after the complete submission of the plans, specifications and other materials and information which the Executive Board may require in conjunction therewith. If the Executive Board fails to approve or disapprove any request within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, the request shall be deemed to have been disapproved by the Executive Board. In the event the Executive Board approves any such alteration, addition or improvement, it shall exercise reasonable business judgment to the end that any modifications to the Common Elements conform to and harmonize with existing surroundings and structures. The Executive Board has the absolute right to deny or condition any requested changes.

Section 16.2 Governmental Approval. If any application to any governmental authority for a permit to make any alteration, addition or improvement requires execution by the Association, and provided approval has been given by the Executive Board, then the application shall be executed on behalf of the Association by an authorized officer, without however incurring any liability on the part of the Executive Board, the Association or any of them to any contractor, subcontractor or materialman or other third party on account of such alteration, addition or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

Section 16.3 Association Right to Remove Unauthorized Alterations, Additions or Improvements. The Association, upon approval of the Executive Board and after reasonable notice to the Owner of the offending Unit, may remove any alterations, additions or improvements made, constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration, and the expense therefor shall be paid by the Owner to the Association upon demand, and until paid, shall constitute a Default Assessment enforceable in the same manner as any other unpaid Assessment.

ARTICLE 17

MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of First Mortgages. To the extent permitted under Colorado law and as applicable, necessary or proper, the provisions of this Article apply to this Amended Declaration and also to the Articles, Bylaws and rules and regulations of the Association.

Section 17.1 Title Taken by First Mortgagee. Any First Mortgagee of record against a Unit who obtains title to the Unit pursuant to remedies exercised in enforcing the Mortgage, including foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure, will be liable for all Assessments due and payable as of the date title to the Unit vests in the First

Mortgagee by the conveyance of the Unit in lieu of foreclosure or in accordance with C.R.S. 38-38-501.

Section 17.2 Distribution of Insurance or Condemnation Proceeds. In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, all or part of the Common Elements, neither the Owner nor any other person shall take priority in receiving the distribution over the right of any First Mortgagee against the Unit.

Section 17.3 Right to Pay Taxes and Charges. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements, and may pay overdue premiums on insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Elements, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 17.4 Audited Financial Statement. Upon written request from any Agency or Mortgagee which has an interest or prospective interest in any Unit or the Project, and upon payment in advance by such Agency or Mortgagee of the estimated cost as determined by the Executive Board, the Association shall prepare and furnish within ninety days an audited financial statement of the Association for the immediately preceding fiscal year at the expense of such Agency or Mortgagee.

Section 17.5 Notice of Action. Any Eligible Mortgagee and any Agency which holds, insures or guarantees a First Mortgage, upon written request to the Association (which shall include the Agency's name and address and the Unit number), will be entitled to timely written notice of:

17.5.1 Any condemnation or casualty loss that affects either a material portion of the Project or the Unit secured by the Mortgage;

17.5.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which the Mortgagee holds the Mortgage;

17.5.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

17.5.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

Section 17.6 Action by Mortgagee. If this Amended Declaration or any Association Documents require the approval of any Agency or Mortgagees then, if any such Agency or Mortgagee fails to respond to any written proposal for such approval within thirty (30) days after such Agency or Mortgagee receives notice of the proposal (or such longer time as may be set forth in the notice), such Agency or Mortgagee shall be deemed to have approved such proposal provided that the notice was mailed to the Agency or Mortgagee by certified or registered mail,

return receipt requested at the address set forth in the Mortgage or most recent assignment of Mortgage in the office of the Clerk and Recorder.

Section 17.7 Junior Mortgages. The owner of a Unit may create junior Mortgages on the following conditions: (1) that any such junior Mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for Assessments, and other obligations created by this Amended Declaration; (2) that the Mortgagee under any junior Mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior Mortgagee upon written request of one or more of the members of the Executive Board. If not given, such release may be executed by the Association, as attorney-in-fact for such junior Mortgagee.

ARTICLE 18

DURATION OF COVENANTS AND AMENDMENT

Section 18.1 Term. The covenants and restrictions of this Amended Declaration shall run with and bind the land in perpetuity, subject to termination as provided by this Amended Declaration.

Section 18.2 Amendment. This Declaration, or any provision of it, may be amended at any time by approval of Owners to whom at least two-thirds (2/3) of ownership interests in the Common Elements are allocated.

Section 18.3 Amendment for Certain Actions. Notwithstanding anything else contained in this Declaration, and except in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least fifty-one percent (51%) of Eligible Mortgagees and Owners to whom at least two-thirds (2/3) of ownership interests in the Common Elements are allocated have given their prior written approval, the Association may not, except as otherwise provided herein:

18.3.1 By act or omission seek to abandon or terminate the condominium regime hereby;

18.3.2 Reallocate the Allocated Interest or obligation of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the Allocated Interests of Ownership of Common Elements other than as set forth in this Declaration;

18.3.3 Partition or subdivide any Unit, except as set forth in this Declaration;

18.3.4 Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements except as set forth in this Declaration, by act or omission other

than the grant of easements for public utilities or other public purposes consistent with the intended use of the Common Elements;

18.3.5 Use hazard insurance proceeds for losses to any part of the Project (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project.

Section 18.4 Execution of Amendment. Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by a certificate of the Secretary of Association to the recorded instrument certifying the approval of the amendment by a sufficient number of Owners and Eligible Mortgagees, if applicable.

ARTICLE 19

LIMIT ON TIMESHARING

Except as provided herein, no Unit shall be used (a) for the operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years; or (b) for the operation of a reservation or time-use system among co-Owners of a Unit managed by a party other than the co-Owners themselves or a system whereby co-Owners are required as a condition of purchase of a fractional interest in the Unit to subject the fractional interest to a pre-determined reservation or time-use system among co-Owners, regardless of whether or not the co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating. This limit on timesharing shall only apply to Units conveyed after the recording date of this Amended Declaration and does not eliminate any timeshares in existence at the time of such recording.

ARTICLE 20

DISPUTE RESOLUTION

Section 20.1 Policy Adoption. Pursuant to Section 38-33.3-209.5 of CCIOA, the Association is obligated to adopt a policy governing dispute resolution. Such policy shall dictate the Association's actions relating to disputes and pursuant to CCIOA may encourage the use of mediation or arbitration as a precondition to filing suit between the Association and an Owner.

Section 20.2 Liability for Failure of Association to Maintain an Action. No director or officer of the Association shall be liable to any person for failure to institute or maintain or bring to conclusion a claim for relief, mediation, or arbitration on behalf of the Association if the following criteria are satisfied: (i) the director or officer was acting within the scope of his or her duties; (ii) the director or officer was not acting in bad faith; and (iii) the act or omission was not willful, wanton or grossly negligent.

ARTICLE 21

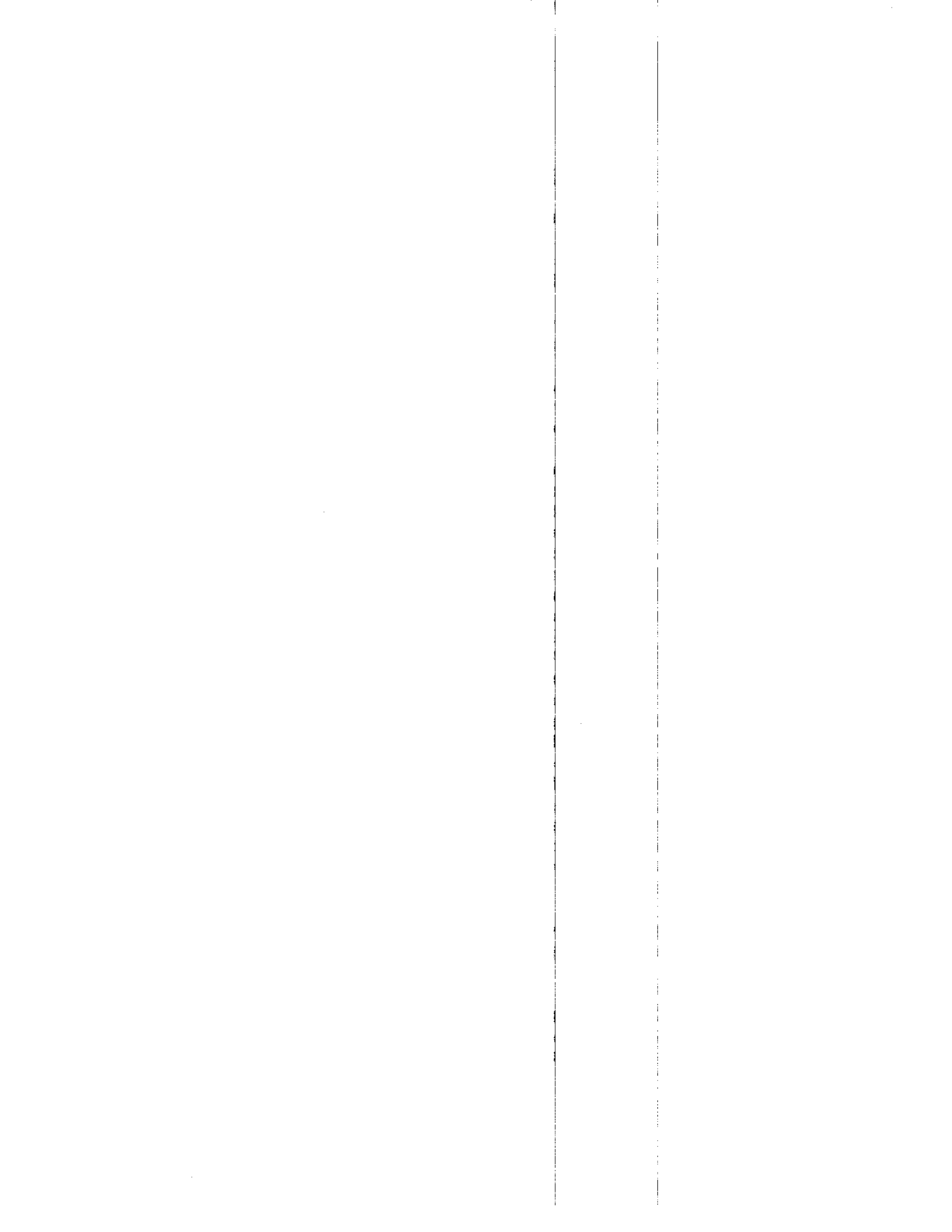
GENERAL PROVISIONS

Section 21.1 Notice. Any notice to an Owner of matters affecting the Project by the Association or by another Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the U.S. mail, at the address provided by the Owner to the Association. Owners are obligated to provide current contact information to the Association, including an electronic mail address if available, and if the Owner fails to provide an address, the Association shall use the address of record for real property tax assessment notices with respect to that Owner's Unit.

Section 21.2 Enforcement. All of the provisions of this Section 21.2 are subject to the provisions of Article 20 above and any Dispute Resolution Policy adopted by the Association, and shall only apply to those matters not addressed by such Dispute Resolution Policy. The Association on behalf of itself and any aggrieved Owner shall be granted a right of action for any matter not constituting a Claim under any Dispute Resolution Policy against any and all Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this Section, the Association or any Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all costs and expenses, including attorneys' fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter. The decision of the Association to pursue enforcement action in any particular case shall be left to the Executive Board's discretion, subject to the duty to exercise its business judgment, and not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing, the Executive 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 as to be objectionable to a reasonable person or 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 21.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 21.5 Conflicts Between Documents. In case of conflict between this Amended Declaration and the Articles and the Bylaws of the Association, this Amended Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.



CERTIFICATION

In lieu of recording each individual signature, the undersigned certify, and upon their oaths, do swear and affirm, that they received and reviewed the necessary number of signatures for the approval of the above and foregoing Amended and Restated Declaration of Lagoon Townhomes, and that such Amended and Restated Declaration was approved by the Owners to whom not less than sixty-seven percent (67%) of the votes are allocated, and a majority of the Mortgagees.

Lagoon Town Homes Condominium Association, Inc., a Colorado nonprofit corporation

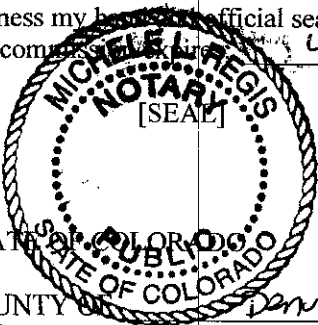
By: *William A. Tolles*
President

By: *Michael L. Regs*
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing Certification regarding the Amended and Restated Declaration of Lagoon Townhomes, was subscribed and sworn to before me this MAY 25, 20 11, by WILLIAM A. TOLLES as President of Lagoon Town Homes Condominium Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 4/27/2013

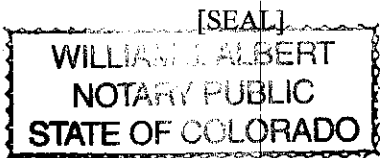


Michele L. Regs
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

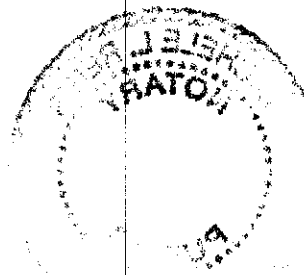
My Commission Expires 04/27/2013
The foregoing Certification regarding the Amended and Restated Declaration of Lagoon Townhomes, was subscribed and sworn to before me this MAY 26, 20 11, by michele l. Regs as Secretary of Lagoon Town Homes Condominium Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 2/10/2013



My Commission Expires 02/10/2013

W. J. Albert
Notary Public



2025 RELEASE UNDER E.O. 14176

**EXHIBIT A
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION OF
LAGOON TOWN HOMES
PROPERTY SUBJECT TO DECLARATION**

LEGAL DESCRIPTION:

A PARCEL OF LAND DESCRIBED BY DEED IN BOOK 190 AT PAGE 42 OF THE SUMMIT COUNTY RECORDS, AND DESCRIBED HEREIN FROM A SURVEY OF THE EXISTING CORNERS AS FOUND ON AUGUST 25, 1969, AS FOLLOWS:

A PARCEL OF LAND LYING WHOLLY WITHIN THE NE 1/4 SW 1/4 AND THE NW 1/4 SE 1/4, SECTION 26, T 5 S, R 78 W, 6TH P.M., SUMMIT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NW 1/4 SE 1/4 OF SAID SECTION 26; THENCE N 89° 56' 01" E ALONG THE SOUTHERLY LINE OF THE NW 1/4 SE 1/4 OF SAID SECTION 26 A DISTANCE OF 1001.16 FEET TO POINT N-3 OF THE DENVER MUNICIPAL WATER WORKS PROPERTY SURVEY, A BRASS CAP MONUMENT; THENCE N 45° 01' 00" W ALONG LINE N-3 TO N-2 OF THE SAID DENVER MUNICIPAL WATER WORKS PROPERTY SURVEY A DISTANCE OF 856.55 FEET; THENCE S 44° 59' 00" W A DISTANCE OF 43.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 58° 58' 31" W A DISTANCE OF 222.93 FEET; THENCE N 87° 01' 30" W A DISTANCE OF 144.66 FEET; THENCE N 22° 18' 42" W A DISTANCE OF 301.63 FEET; THENCE N 89° 12' 05" E A DISTANCE OF 49.93 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 191.38 FEET, HAVING A CENTRAL ANGLE OF 22° 02' 06", AND HAVING A CHORD WHICH BEARS N 78° 11' 02" E, 73.15 FEET DISTANT, AN ARC DISTANCE OF 73.60 FEET TO A POINT OF TANGENCY; THENCE N 67° 09' 58" E A DISTANCE OF 26.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 198.34 FEET, HAVING A CENTRAL ANGLE OF 22° 10' 58", AND HAVING A CHORD WHICH BEARS N 56° 04' 29" E, 76.31 FEET DISTANT, AN ARC DISTANCE OF 76.79 FEET TO A POINT OF TANGENCY; THENCE S 45° 01' 00" E, ALONG A LINE 43.00 FEET FROM AND PARALLEL TO LINE N-2 TO N-3 OF THE SAID DENVER MUNICIPAL WATER WORKS PROPERTY SURVEY A DISTANCE OF 339.93 FEET TO THE TRUE POINT OF BEGINNING; SAID PARCEL CONTAINING 91, 965.46 SQUARE FEET OR 2.111 ACRES, MORE OR LESS.

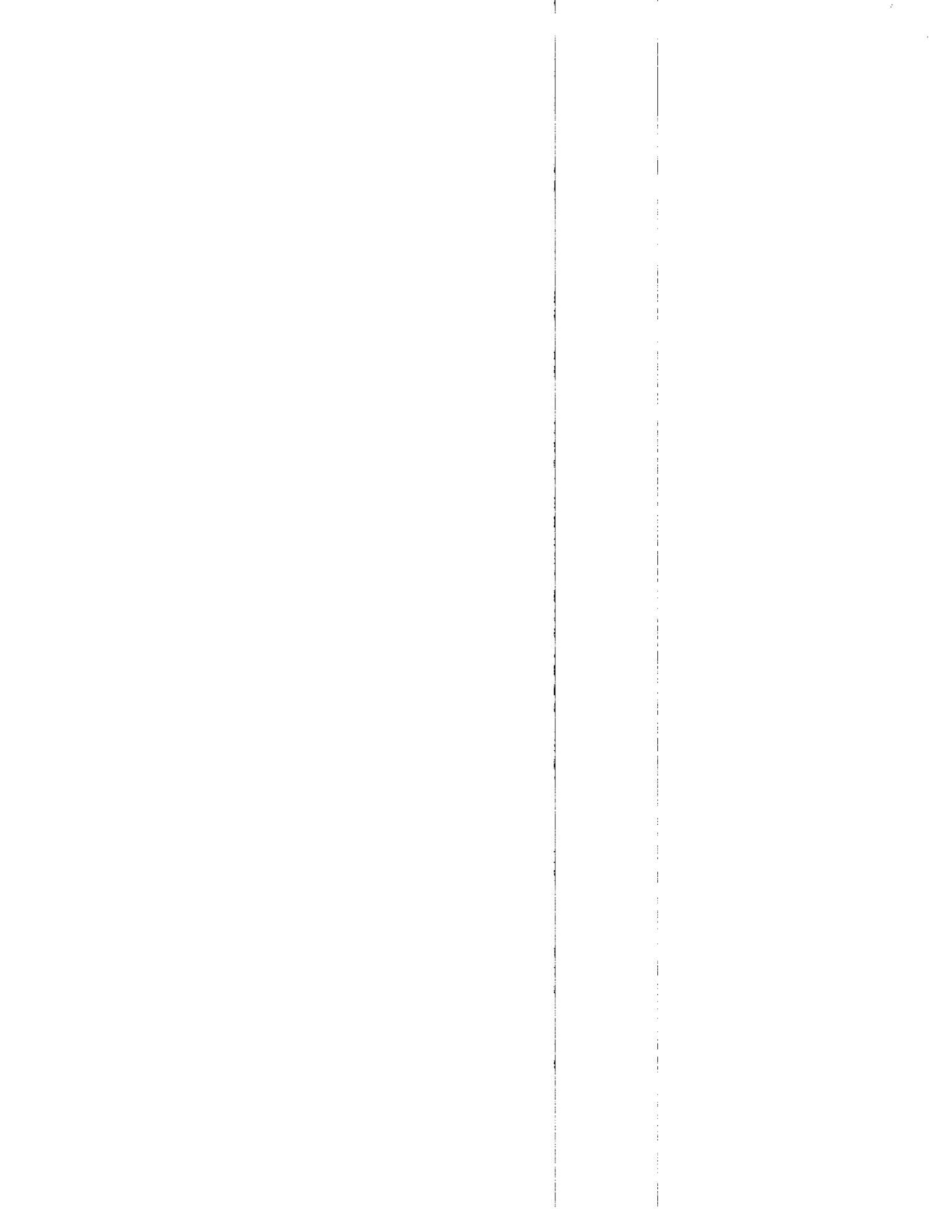
and

Lot EE-2, a Resubdivision of Lot EE, Ten Mile Filing No. 1, Town of Frisco, according to the plat filed March 18, 1980, under Reception No. 204520, County of Summit, State of Colorado.

and

A tract of land being all of Lot FF-1 of an amended re-subdivision of Lot FF, Ten-Mile filing number one, Town of Frisco, Summit County, Colorado, according to the plat filed thereof under Reception #222146 of the Summit County, Colorado records. Said tract of land being more particularly described as follows:

Beginning at the southeast corner of said Lot FF-1, thence south 89° 56' 01" West a distance of 91.82 feet; thence North 00° 03' 59" West at a distance of 200.00 feet; thence South 89° 56' 01" West a



distance of 521.19 feet to the southwest corner of said Lot FF-1; thence North $18^{\circ} 03' 12''$ East a distance of 1982.12 feet, thence 97.80 feet along the arc of a curve to the left, having a central angle of $40^{\circ} 21' 54''$ and a radius of 138.82 feet to the northwest corner of said Lot FF-1; thence South $87^{\circ} 01' 30''$ East a distance of 144.66 feet; thence North $58^{\circ} 58' 31''$ East a distance of 222.93 feet; thence North $44^{\circ} 59' 00''$ East a distance of 43.00 feet; thence South $45^{\circ} 01' 00''$ East a distance of 445.17 feet; thence South $22^{\circ} 27' 31''$ West a distance of 315.19 feet to the point of beginning, containing 217,800 square feet, or 5.000 acres, more or less.

Including, in such legal description:

The Condominium Units identified as Building 745, Units A, B, C, and D; Building 749, Units A, B, C, and D; and Building 753, Units A, B, C, and D; Building 734, Units A, B, C, D and E; Building 742, Units A, B, C, D, and E; and Building 750, Units A and B; Building 704, Units A, B, C, D; Building 708, Units A, B, C, D; Building 716, Units A, B, C, D; Building 720, Units A, B, C, D, E, F; Building 724, Units A, B, C, D; Building 738, Units A, B, C, D, E, F; Building 730, Units A, B, C; Building 749, Units 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D.

and including

The Condominium Units identified as Building 741, Units A, B, C, D, E, F; Building 743, Units A, B, C, D, E, F; Building 701, Unit A. Building 741 is shown as Building 9 and Building 743 is shown as Building 1, on the July 1990 Supplemental Map. Notwithstanding such designation, each Unit in Building 741 and 743 shall be described as a Unit in Building 741 or Building 743, as the case may be, and any document conveying any interest of any nature whatsoever in these Units shall describe the Unit by reference to Building 741 or building 743, as the case may be.

and including

The Condominium Units identified as Building 5, Units A through F (718 Meadow Creek Drive); Building 4, Units A through F (723 Meadow Creek Drive); Building 3 (725 Meadow Creek Drive), Units A through H; Building 2 (727 Meadow Creek Drive), Units A through H; Building 6 (722 Meadow Creek Drive), Units A through F; Building 8 (726 Meadow Creek Drive), Units A through F; Building 7 (732 Meadow Creek Drive), Units A through D; Building 14 (740 Meadow Creek Drive), Units A through D; Building 15 (736 Meadow Creek Drive), Units A through D; Building 11 (731 Lagoon Drive), Units A through D; Building 12 (737 Lagoon Drive), Units A through F; and Building 13 (735 Lagoon Drive), Units A through F.

