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Kathleen Neel - Summit County Recorder

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE SHORES AT THE HIGHLANDS (A Planned Community)

TABLE OF CONTENTS

ARTICLE ONE: DEFINITIONS 2

1.1 “Act” 2

1.2 “Agency” 2

1.3 “Allocated Interests” 2

1.4 “Articles” 2

1.5 “Assessments” 2

1.6 “Assessment Lien” 2

1.7 “Association” 2

1.8 “Board” 3

1.9 “Budget” 3

1.10 “Bylaws” 3

1.11 “Clerk and Recorder” 3

1.12 “Committee” 3

1.13 “Common Areas” 3

1.14 “Common Expense Assessments” 3

1.15 “Common Expense Liability” 3

1.16 “Common Expenses” 3

1.17 “Costs of Enforcement” 3

1.18 “County” 4

1.19 “Declarant” 4

1.20 “Declaration” 4

1.21 “Fines” 4

1.22 “Guest” 4

1.23 “Home” 4

1.24 “Improvements” 4

1.25 “Individual Assessments” 4

1.26 “Land Use Restriction” 4

1.27 “Managing Agent” 5

1.28 “Map” 5

1.29 “Member” 5

1.30 “Mortgage” 5

1.31 “Mortgagee” 5

1.32	“Nonprofit Act”	5
1.33	“Notice and Hearing”	5
1.34	“Owner”	5
1.35	“Owner’s Agent”	5
1.36	“Party Wall”	5
1.37	“Person”	5
1.38	“Project”	5
1.39	“Project Documents”	5
1.40	“Property”	6
1.41	“Rules”	6
1.42	“Special Assessments”	6
1.43	“Town”	6
1.44	“Unit”	6
ARTICLE TWO: SCOPE OF THE DECLARATION		6
2.1	Property Subject to this Declaration	6
2.2	Conveyances Subject to this Declaration	6
2.3	Owner’s Rights Subject to Project Documents	6
2.4	Identification and Boundaries of Units	6
ARTICLE THREE: COMMON AREAS		6
3.1	Title to the Common Areas	6
3.2	Owner’s Rights in the Common Areas	6
3.3	Delegation of Use	7
ARTICLE FOUR: THE ASSOCIATION		8
4.1	Name	8
4.2	Purposes and Powers	8
4.3	Board/Managing Agent	9
4.4	Articles and Bylaws	9
4.5	Membership/Voting Rights	9
4.6	Election by Owners	9
4.7	Budget	9
4.8	Association Agreements	10
4.9	Indemnification	10
ARTICLE FIVE: ASSESSMENTS		10
5.1	Obligation	10

5.2	Purpose of the Common Expense Assessments.....	11
5.3	Levy of Assessments and Fines.....	11
5.4	Due Date.....	12
5.5	Remedies for Nonpayment of Assessments.....	12
5.6	Assessment Lien.....	12
5.7	Surplus Funds.....	13
5.8	Initial Association Payment.....	13
5.9	Certificate of Assessment Status.....	13
ARTICLE SIX: USE RESTRICTIONS.....		14
6.1	Limitations and Restrictions.....	14
6.2	Residential Use.....	14
6.3	Animals and Pets.....	14
6.4	Nuisances.....	14
6.5	No Hazardous Activities.....	15
6.6	Compliance with Insurance Requirements.....	15
6.7	Lease of a Unit.....	15
6.8	No Timeshares.....	15
ARTICLE SEVEN: EASEMENTS AND PARTY WALLS.....		15
7.1	Generally.....	15
7.2	Utility Easements.....	15
7.3	Easements for Association and Owners.....	16
7.4	Emergency Easements.....	16
7.5	Recording Data Regarding Easements.....	16
7.6	Easements Deemed Appurtenant.....	16
7.7	Party Walls.....	16
ARTICLE EIGHT: INSURANCE.....		17
8.1	Association Insurance.....	17
8.2	Separate Insurance.....	19
8.3	Owner Insurance.....	20
ARTICLE NINE: RESTORATION UPON DAMAGE OR DESTRUCTION/CONDEMNATION.....		20
9.1	Duty to Restore Common Areas.....	20
9.2	Use of Insurance Proceeds.....	20
9.3	Condemnation.....	20

ARTICLE TEN: MAINTENANCE	21
10.1 Maintenance of Common Areas.....	21
10.2 Maintenance of the Units.....	21
10.3 Party Walls.....	21
10.4 Maintenance of Town Property.....	21
10.5 Owner’s Failure to Maintain and Repair.....	21
10.6 Maintenance of the Drainage Pattern/Irrigation System.....	21
10.7 Owner-Caused Damages.....	22
ARTICLE ELEVEN: DESIGN REVIEW	22
11.1 Generally.....	22
11.2 Committee Approval of Improvements Required.....	22
11.3 Membership of the Committee.....	22
11.4 Address of the Committee.....	22
11.5 Submission of Plans/Design Review Fee.....	22
11.6 Delegation/Waiver.....	23
11.7 Criteria for Approval.....	23
11.8 Decision of the Committee.....	24
11.9 Appeal to the Board.....	24
11.10 Failure of Committee to Act on Plans.....	24
11.11 Prosecution of Work after Approval.....	25
11.12 Notice of Completion.....	25
11.13 Inspection of Work.....	25
11.14 Letter of Noncompliance.....	25
11.15 Appeal to the Board of a Finding of Noncompliance.....	25
11.16 Correction of Noncompliance.....	25
11.17 Meetings of the Committee.....	26
11.18 No Implied Waiver or Estoppel.....	26
11.19 Estoppel Certificates.....	26
11.20 Architectural Standards/Design Guidelines.....	26
11.21 No Liability for Committee Action.....	26
11.22 Exemptions for Declarant.....	26
ARTICLE TWELVE: DURATION, AMENDMENT, AND TERMINATION OF THE DECLARATION	27
12.1 Duration.....	27

12.2	Amendments by Owners.....	27
ARTICLE THIRTEEN: GENERAL PROVISIONS/DISCLAIMERS		27
13.1	Right of Action.....	27
13.2	Successors and Assigns.....	27
13.3	Severability.....	27
13.4	No Waiver.....	27
13.5	Registration by Owner of Mailing Address; Notices.....	27
13.6	Conflicting Provisions.....	28
13.7	Noise Disturbances.....	28
13.8	Other Properties.....	28
13.9	Captions.....	29
13.10	Numbers and Genders.....	29
ARTICLE FOURTEEN: DECLARANT PROVISIONS.....		29
14.1	Reserved Rights.....	29
14.2	Definitions.....	29
14.3	Article Twelve: Declarant Rights.....	29
14.4	Article Fourteen: Dispute Resolution.....	29
14.5	Article Fifteen: Amendments.....	29
14.6	Article Sixteen: General Provisions/Disclaimers.....	29
14.7	Conflicts.....	30
EXHIBIT A.....		32
EXHIBIT B.....		35

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE SHORES AT THE HIGHLANDS

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SHORES AT THE HIGHLANDS (“Declaration”) is made effective as of the date of recording, by the Members of The Shores at The Highlands Association, Inc., a Colorado nonprofit corporation (“Association”) and the Declarant, as that term is hereinafter defined.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Shores at The Highlands was recorded in the real estate records of Summit County, Colorado, on September 9, 2008 at Reception No. 896027 (“Original Declaration”) created the common interest community administered by the Association;

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Shores at The Highlands was recorded in the real estate records of Summit County, Colorado, on February 24, 2014 at Reception No. 1049376 superseded the Original Declaration, and was amended by the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Shores at The Highlands recorded in the real estate records of Summit County, Colorado, on June 24, 2014 at Reception No. 1057398 (collectively, “Prior Declaration”);

WHEREAS, pursuant to that certain Assignment of Declarant Rights recorded in the real estate records of Summit County, Colorado, on June 25, 2014 (“Assignment of Declarant Rights”), Declarant PFP Meriwether Breckenridge Holdings, LLC, a Delaware limited liability company, was assigned all “Declarant Rights” described in the Assignment of Declarant Rights;

WHEREAS, the Prior Declaration was then amended and restated by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Shores at The Highlands recorded on January 23, 2015 at Reception No. 1074854, as amended and/or supplemented from time to time (the “Amended and Restated Declaration”);

WHEREAS, the Amended and Restated Declaration provided that it could be amended at any time with the written agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and with the Declarant’s consent for as long as Declarant Rights (as such term is defined by the Amended and Restated Declaration) exist;

WHEREAS, the Declarant consents to the terms of this Declaration; and

WHEREAS, Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated wish to fully amend and restate the Amended and Restated

Declaration by this Declaration, or in the alternative, the Association has obtained approval of this Declaration pursuant to C.R.S. § 38-33.3-217(7).

NOW, THEREFORE, except for certain provisions of the Amended and Restated Declaration which are incorporated herein by reference pursuant to Article Fourteen below, the Amended and Restated Declaration is hereby amended and restated in its entirety such that this Declaration fully and finally replaces the Amended and Restated Declaration. Except to the extent provided herein, including, but not limited to Article Fourteen below, the Amended and Restated Declaration shall no longer encumber title to the Property (defined below) as it is superseded. Further, any easements created by the Amended and Restated Declaration are incorporated herein by this reference and are not vacated by this Declaration.

ARTICLE ONE: DEFINITIONS

Unless the context otherwise requires, the terms in this Declaration have the following meanings:

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

1.2 “Agency” means any agency or corporation such as the U.S. Department of Housing and Urban Development (“HUD”), U.S. Veterans’ Administration (“VA”), Federal National Mortgage Association (“FNMA”) or the Federal Home Loan Mortgage Corporation (“FHLMC”) that purchases or insures residential mortgages.

1.3 “Allocated Interests” means the Common Expense Liability and the votes in the Association that are allocated to each of the Units in the Project. The formula for determining the Allocated Interest for each Unit is a fraction, the numerator of which is one, and the denominator of which is the total number of Units in the Project. Each Unit is allocated one (1) vote in the Association.

1.4 “Articles” means the Articles of Incorporation of the Association.

1.5 “Assessments” means the (a) Common Expense Assessments, (b) Special Assessments, (c) Individual Assessments, (d) Fines, and (e) Costs of Enforcement levied pursuant to this Declaration.

1.6 “Assessment Lien” means the Association’s statutory lien on a Unit for any Assessment levied against that Unit. Notwithstanding the amendment and restatement of the Original Declaration, the priority of the Assessment Lien dates back to the recording of the Original Declaration for purposes of § 316(2)(a)(I) of the Act.

1.7 “Association” means The Shores at The Highlands Association, Inc., a Colorado nonprofit corporation, its successors and assigns. The Articles and Bylaws of the Association, along with this Declaration and Rules, shall govern the administration of the Project. The Members of the Association shall be all of the Owners of the Units within the Project.

1.8 “Board” means the Board of Directors of the Association duly elected pursuant to the Bylaws of the Association.

1.9 “Budget” means the annual budget of the Association prepared and adopted in accordance with Article Four, Section 4.7 below.

1.10 “Bylaws” means the Bylaws adopted by the Board for the regulation and management of the Association.

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

1.12 “Committee” means the committee formed to review and approve or disapprove plans for Improvements pursuant to Article Eleven below.

1.13 “Common Areas” means any real property (including all Improvements located thereon), other than the Units, that is maintained or owned by the Association for the common use and enjoyment of the Owners, unless otherwise provided herein. Common Areas have been conveyed to the Association pursuant to Article Three below.

Notwithstanding the foregoing, certain of the Common Areas may be “Limited Common Areas” which are either reserved in this Declaration, in a recorded amendment to this Declaration, or by authorized action of the Association, for the exclusive use of an Owner, or are limited to and reserved for the common use of more than one (1) but fewer than all Owners.

The Driveway Easements (as defined in Article Seven, Section 7.3) are located on Common Areas, and are Limited Common Areas allocated to the Owners of the Units they serve.

1.14 “Common Expense Assessments” means the funds required to be paid by each Owner in payment of such Owner’s Common Expense Liability as more fully defined in Article Five, Section 5.2 below.

1.15 “Common Expense Liability” means the liability for the Common Expense Assessments allocated to each Unit and determined in accordance with that Unit’s Allocated Interests as set forth in Section 1.3 above.

1.16 “Common Expenses” means expenditures made by or liabilities incurred by or on behalf of the Association, together with allocations to reserve funds.

1.17 “Costs of Enforcement” means all fees, late charges, interest, and expenses, including receivers’ fees, reasonable attorneys’ fees and costs incurred by the Association in connection with the collection of Assessments, and the enforcement of the terms, conditions, and obligations of the Project Documents. Costs of Enforcement are collectible and enforceable as Assessments.

- 1.18 “County” means Summit County, Colorado.
- 1.19 “Declarant” means PFP Meriwether Breckenridge Holdings, LLC, a Delaware limited liability company, and its successors and assigns.
- 1.20 “Declaration” means this Declaration, the Map and any supplements and amendments thereto recorded with the Clerk and Recorder.
- 1.21 “Fines” means those fines described in Article Five, Section 5.3(d) below.
- 1.22 “Guest” means (a) any Person who resides with an Owner within the Project, (b) a guest or invitee of an Owner, (c) an occupant or tenant of a Unit within the Project, and any members of his or her household, invitee, or cohabitant of any such Person, or (d) a contract purchaser.
- 1.23 “Home” means the residence and all other Improvements constructed on each Unit within the Project and any replacement thereof.
- 1.24 “Improvements” means:
- (a) all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind; and
 - (b) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, and change of drainage pattern; and
 - (c) all landscaping and hardscaping features, including, but not limited to, buildings, outbuildings, patios, patio covers, awnings, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, private drives, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, cooling, heating and water softening equipment; and
 - (d) any change, alteration, modification, expansion, or addition to any previously approved Improvement, including any change of exterior appearance, finish material, color, or texture.
- 1.25 “Individual Assessments” means those Assessments defined in Article Five, Section 5.3(c) below.
- 1.26 “Land Use Restriction” means that certain Declaration of Land Use Restrictions for West Braddock recorded with the Clerk and Recorder on December 1, 2006 at Reception No. 840220, as amended from time to time.

- 1.27 “Managing Agent” means any one (1) or more persons employed by the Association who is engaged to perform any of the duties, powers or functions of the Association.
- 1.28 “Map” means the Final Plat of The Shores at The Highlands recorded with the Clerk and Recorder, as further described and referenced on Exhibit A, as further amended and/or supplemented from time to time.
- 1.29 “Member” means each Owner, as defined in Section 1.34 below.
- 1.30 “Mortgage” means any mortgage, deed of trust or other document conveying any Unit or interest therein to a Mortgagee, but only as security for payment of a debt or obligation and not intended to initially convey fee simple title thereof.
- 1.31 “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.
- 1.32 “Nonprofit Act” means the Colorado Revised Nonprofit Corporation Act, as it may be amended from time to time.
- 1.33 “Notice and Hearing” means a written notice and an opportunity for a hearing before the Board in the manner provided for in the Bylaws.
- 1.34 “Owner” means the record owner of the fee simple title to any Unit which is subject to this Declaration.
- 1.35 “Owner’s Agent” means any agent, contractor, employee, family member, licensee or Guest of an Owner.
- 1.36 “Party Wall” means the entire wall from front to rear, all or a portion of which is used for support or firewall protection between any Units that share a common wall, situated or intended to be situated on the boundary line between such Units. The term Party Wall shall also include any shared walls constructed by Declarant and situated or intended to be situated on the boundary line between any joined Units that are located outside the building envelope of such Unit.
- 1.37 “Person” means a natural person, a corporation, a partnership, an association, a trustee, a limited liability company, a joint venture, or any other entity recognized as being capable of owning real property under Colorado law.
- 1.38 “Project” means the common interest community governed by this Declaration and as shown on the Map consisting of the Property, the Units, the Common Areas and such additional property that may be annexed into the common interest community pursuant to Colorado law.
- 1.39 “Project Documents” means this Declaration, the Map, the Articles, the Bylaws, the Design Review Guidelines (described in Article Eleven below), and the Rules, as they may be

amended or supplemented from time to time.

1.40 “Property” means all of the real estate described on the attached Exhibit A.

1.41 “Rules” means the rules, policies, and regulations adopted by the Board for the regulation and management of the Project, as amended from time to time.

1.42 “Special Assessments” means those Assessments defined in Article Five, Section 5.3(b) below.

1.43 “Town” means the Town of Breckenridge, Colorado.

1.44 “Unit” means a physical portion of the Project designated for separate ownership, the boundaries of which are described or depicted on the Map.

ARTICLE TWO: SCOPE OF THE DECLARATION

2.1 Property Subject to this Declaration. The Property is subject to the provisions of this Declaration. The Project is a planned community under the Act. There are fifty-six (56) Units in the community.

2.2 Conveyances Subject to this Declaration. All covenants, conditions and restrictions which are granted or created by this Declaration are covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding on any Person having any interest in the Project, their respective heirs, successors, personal representatives or assigns, except as otherwise provided herein.

Any instrument recorded subsequent to this Declaration and purporting to establish and affect any interest in the Project shall be subject to the provisions of this Declaration despite any failure to make reference thereto.

2.3 Owner’s Rights Subject to Project Documents. Each Owner shall own their Unit subject to the provisions of the Project Documents.

2.4 Identification and Boundaries of Units. The identification number and boundaries of each Unit is as shown on the Map.

ARTICLE THREE: COMMON AREAS

3.1 Title to the Common Areas. The Declarant has conveyed title to the Common Areas that it previously owned to the Association. Any property conveyed to the Association shall be conveyed free and clear of all monetary liens and monetary encumbrances (other than the lien of real estate taxes not then due and payable), but otherwise subject to all covenants, conditions, easements, and restrictions of record.

3.2 Owner’s Rights in the Common Areas. Subject to use restrictions contained herein, or

in any other recorded instrument affecting the Project, or in any other Project Document, or promulgated by the Association, every Owner and their Guests shall have the right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to the Unit to such Owner; provided, however, that the right to use and enjoyment of any Limited Common Areas are limited to the Owners of the Units to which such Limited Common Areas are allocated. Each Owner's right to own and use their Unit and the Common Areas shall also be subject to the Declarant Rights reserved in this Declaration and the following rights of the Board:

(a) To borrow money to improve the Common Areas and to mortgage said Common Areas as security for any such loan; provided, however, that the Association may not subject any portion of the Common Areas to a security interest unless approved by (i) Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and (ii) all Owners to which any Limited Common Area is allocated agree in order to subject that Limited Common Area to a security interest, as more fully set forth in § 312 of the Act.

(b) To convey or dedicate all or any part of the said Common Areas for such purposes and subject to such conditions as may be agreed to by (i) Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and (ii) all Owners of any Limited Common Area conveyed or dedicated as more fully set forth in § 312 of the Act. The granting of permits, licenses and easements shall not be deemed a conveyance or dedication within the meaning of this Section 3.2(b).

(c) To promulgate and adopt Rules with which each Owner and their Guests shall strictly comply.

(d) To suspend the voting rights of an Owner for any period during which any Assessment remains unpaid or for any violation of a Project Document.

(e) To take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

(f) To close or limit the use of the said Common Areas temporarily while maintaining, repairing, or replacing Common Areas.

(g) To make such use of the Common Areas as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration.

(h) The rights granted to the Association and Board in Article Four, Section 4.2 below.

3.3 Delegation of Use. Any Owner may delegate their right of enjoyment of the Common Areas to their Guests subject to limitations created by the Board.

ARTICLE FOUR: THE ASSOCIATION

4.1 Name. The name of the Association is The Shores at The Highlands Association, Inc., and it is a Colorado nonprofit corporation.

4.2 Purposes and Powers. Except as otherwise provided herein, the Association, through its Board, shall manage, operate, care for, insure, maintain, repair, and reconstruct all of the Common Areas and keep the same in an attractive and desirable condition for the use and enjoyment of all Owners and their Guests. In addition, the Association shall maintain all property required to be maintained by the Association pursuant to the Land Use Restriction as referenced in Article Ten, Section 10.4 below. Any purchaser of a Unit shall be deemed to have assented to, ratified, and approved such designations and management rights. The Board shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Association, including, but not limited to, the following:

(a) Attorney-in-Fact. The Board is hereby irrevocably appointed attorney-in-fact for each Owner in order (i) to manage, control and deal with the interest of each Owner in the Common Areas, so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, and (ii) to deal with the Project upon its destruction, condemnation or obsolescence as hereinafter provided.

Acceptance of any interest in any Unit shall constitute an appointment of the Board as attorney-in-fact as provided above and hereinafter. The Board shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the Common Areas (and the Units when required herein) and to perform all of the duties required of it.

(b) Contracts, Easements, and Other Agreements. Subject to Section 4.9 below, the Board shall have the right to enter into, grant, perform, enforce, cancel, and vacate any contracts, easements, licenses, leases, agreements, and/or rights-of-way, for the use of Common Areas by Owners, Guests, or any other Persons, including, without limitation, the general public.

Any of such contracts, easements, licenses, leases, agreements and/or rights-of-way, shall be upon such terms and conditions as may be agreed to from time to time by the Board, without the necessity of the consent thereto, or joinder therein, of the Owners, Mortgagees, or any other Person.

(c) Other Association Functions. The Board may undertake any activity, function, or service for the benefit of or to further the interests of all, some or any Owners on a self-supporting, Common Expense Assessment or Special Assessment basis.

(d) Implied Rights. The Board shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, including, without limitation, the Act and

the Nonprofit Act, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

4.3 Board/Managing Agent. The affairs of the Association shall be managed by the Board. By resolution, the Board may delegate authority to a Managing Agent as more fully provided for in the Bylaws, provided no such delegation shall relieve the Board of final responsibility.

4.4 Articles and Bylaws. The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws.

4.5 Membership/Voting Rights. Members of the Association shall be every record Owner of a Unit subject to this Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Unit. The membership of the Association at all times shall consist exclusively of all Owners or, following termination of the Project, of all former Owners entitled to distributions of the proceeds under § 218 of the Act, or their heirs, personal representatives, successors or assigns.

The Association shall have one (1) class of voting membership. Where more than one (1) Person holds an interest in any Unit, all such Persons shall be Members but such Unit shall only have the number of votes described in Article One, Section 1.3 above. Only Members in Good Standing have the right to vote on any matter affecting the Association. A Member is in Good Standing if it is no more than thirty (30) days delinquent in paying any Assessment, has had no privileges suspended in accordance with the Association's enforcement mechanisms, and is not in violation of any of the Project Documents.

4.6 Election by Owners. At each annual meeting of the Members, Owners shall elect as many Directors to the Board as there shall be vacancies on the Board in the manner provided by the Bylaws. The Board shall appoint the officers of the Association. Only Members in Good Standing may be Directors. Entity Members may designate an individual to serve as a Director.

4.7 Budget.

(a) Annual Budget. Within ninety (90) days after the adoption of any Budget by the Board, the Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to each Owner and shall set a date for a meeting of the Owners to consider ratification of the Budget within a reasonable time after delivery of the summary. Unless at that meeting Owners to which at least a majority of all of the votes in the Association are allocated reject the Budget, the Budget shall be deemed ratified whether or not a quorum is present. In the event the Budget is rejected, the Budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent Budget adopted by the Board.

(b) Amended Budget. If the Board deems it necessary or advisable to amend a Budget that has been ratified by the Owners pursuant to Section 4.7(a) above, the Board may

adopt a proposed amendment to the Budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting shall be a reasonable time after the delivery of the summary of the proposed amendment. Unless at that meeting Owners to which at least a majority of the votes in the Association are allocated reject the amended Budget, the amended Budget shall be deemed ratified whether or not a quorum is present.

4.8 Association Agreements. Any agreement for professional management of the Project, or any contract providing for services of Declarant, may be terminated without penalty to the Association upon not less than thirty (30) days' notice to the other party.

4.9 Indemnification. Each officer of the Association and each director of the Board shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been an officer of the Association or director of the Board, or any settlements thereof, whether or not he or she is an officer of the Association or director of the Board at the time such expenses are incurred, to the full extent permitted by Colorado law and as further set forth in the Bylaws. In the event of any conflict between the terms of this Section 4.9 and the Bylaws, the Bylaws shall control.

ARTICLE FIVE: ASSESSMENTS

5.1 Obligation. Each Owner shall be personally obligated to pay to the Association (a) Common Expense Assessments, (b) Special Assessments, (c) Individual Assessments, (d) Fines and (e) Costs of Enforcement, all of which shall be a continuing lien upon the Unit against which each such Assessment is levied.

The obligation for such payments by each Owner to the Association is an independent personal covenant with all amounts payable in full when due without notice or demand and without setoff or deduction. All Owners of each Unit are jointly and severally liable to the Association for the payment of all Assessments attributable to their Unit notwithstanding any agreement to the contrary among such Owners.

Each Assessment against a Unit is the continuing personal obligation of the Person(s) who owned the Unit at the time the Assessment became due and shall also pass to successors in title, jointly and severally. By acceptance of a deed for a Unit, each Unit purchaser thereby consents to assume the foregoing joint and several obligations for all Assessments due against the Unit pursuant to this Section 5.1.

The omission or failure of the Board to levy Assessments for any period is not a waiver, modification or a release of the Owners from their obligation to pay Assessments.

No Owner may waive or otherwise escape liability for the payment of Assessments by the non-use of the Common Areas or the abandonment of such Owner's Unit.

5.2 Purpose of the Common Expense Assessments. The Common Expense Assessments levied by the Association shall be used for the purpose of promoting the welfare and interests of the Owners, including, but not limited to (a) providing for the administration and management of the Project, (b) providing for the upkeep, operation, improvement, repair, maintenance and reconstruction of the Common Areas, including, but not limited to, the maintenance required in Article Ten below, (c) providing for the upkeep, operation, improvement, repair, maintenance and reconstruction of certain portions of the Units and other property as described in Article Ten below, (d) providing the insurance required by Article Eight below, (e) paying for any maintenance required pursuant to the Land Use Restriction, (f) creating a reasonable and adequate contingency or other reserve or surplus funds for insurance deductibles and general, routine maintenance, repairs and replacement of the Common Areas on a periodic basis, as needed, and (g) satisfying any other purpose reasonable, necessary or incidental to such purposes.

5.3 Levy of Assessments and Fines.

(a) Common Expense Assessments. Common Expense Assessments shall be levied based upon the Budget's cash requirements. The Common Expense Liability shall be allocated among all Units in accordance with each Unit's Common Expense Liability as set forth in Article One, Section 1.3.

To the extent that any Common Expenses, or a portion thereof benefit fewer than all Owners, such expenses may be assessed exclusively against the Units benefited as provided in § 315(3)(b) of the Act, as determined by the Board.

(b) Special Assessments. In addition to the other Assessments authorized herein, the Board, subject to the requirements set forth below, may levy a Special Assessment for the purpose of defraying, in whole or in part, any unexpected expense, including, but not be limited to, the cost of any construction, reconstruction, improvement, repair or replacement of any property for which it has a maintenance, repair or replacement responsibility, or for the funding of any operating deficit incurred by the Association provided that, except as otherwise set forth herein, any such Assessment shall have the approval of Owners of Units that will be subject to the Special Assessment to whom at least a majority of the votes in the Association are allocated. To the extent any Special Assessment benefits fewer than all Owners, such Special Assessment may be levied against only the Units so benefited, pro rata. Any Special Assessment that benefits all Owners shall be levied against each Unit in accordance with that Unit's Common Expense Liability determined in accordance with Article One, Section 1.3, subject to § 315(3)(b) of the Act and Section 5.3(a) above.

(c) Individual Assessments. The Board shall have the right to individually levy upon any Owner(s) amounts as provided for by this Declaration. Individual Assessments may be levied at any time as required and are exempt from any voting requirements by the Owners required by other Assessments called for under this Declaration.

(d) Fines. The Board shall have the right to levy a Fine against an Owner(s) for violations of the Project Documents. No such Fine shall be levied until the Owner(s) to be charged has been given the opportunity for a Notice and Hearing. Fines may be levied in a reasonable amount as determined from time to time by the Board in its discretion and uniformly applied. Fines may be levied at any time as required and are exempt from any voting requirements of the Owners required by other Assessments called for under the Declaration.

5.4 Due Date. Special Assessments, Individual Assessments, Costs of Enforcement and Fines shall be due and payable as established by the Board. Common Expense Assessments shall be due and payable in monthly installments, in advance, or on such frequency as the Board determines in its discretion from time to time. Written notice of all Assessments may be sent to each Owner subject thereto specifying the type of Assessment, the amount and the date such Assessment is due.

5.5 Remedies for Nonpayment of Assessments. If any Assessment is not fully paid within fifteen (15) days after the same becomes due and payable, then interest shall accrue at the default rate set by the Board on any amount of the Assessment in default accruing from the due date until the date of payment, and the Board may also assess a late fee in an amount as determined in the Board's discretion. In addition, the Board may in its sole discretion:

- (a) Accelerate and declare immediately due and payable all unpaid installments of any Assessment payable for the balance of the fiscal year during which such default occurred;
- (b) Suspend the rights of the Owner or Guest of the Owner of the Unit associated with the Assessment in default to use the Common Areas, after Notice and Hearing;
- (c) Suspend the rights of the Owner of the Unit in default to vote in matters affecting the Association;
- (d) Bring an action at law against any Owner obligated to pay the Assessment and obtain a judgment for the amounts due; and/or
- (e) Proceed to foreclose its Assessment Lien against the Unit pursuant to the power of sale granted to the Association by this Declaration in the manner and form provided by Colorado law for foreclosure of real estate mortgages, subject to the last paragraph of Section 5.6 below.

An action at law or in equity by the Association against an Owner to recover a judgment for unpaid Assessments may be commenced and pursued by the Association without foreclosing or in any way waiving its Assessment Lien. The Association may require reimbursement for Costs of Enforcement without the necessity of commencing a legal proceeding.

5.6 Assessment Lien. Pursuant to § 316 of the Act, the Association has an Assessment Lien for all Assessments payable to the Association. If an Assessment is payable in

installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. The Assessment Lien shall be superior to all other liens and encumbrances on a Unit except as set forth in § 316 of the Act. No sale, deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve an Owner from continuing liability for any Assessment thereafter becoming due, nor from the lien thereof.

Recording of the Declaration constitutes record notice and perfection of the lien; provided, that, the priority of the Association's lien shall relate back to the recordation of the Original Declaration. No further recordation or any claim of lien for Assessments under this Article Five is required. However, pursuant to Colorado law the Board may prepare, and record with the Clerk and Recorder, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Unit, and a description of the Unit. If a lien is filed, the cost thereof shall be considered a Cost of Enforcement.

The Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. Ownership of a Unit at the recordation of this Declaration and the acceptance of a deed to a Unit subject to this Declaration shall each constitute a waiver of the homestead and any other exemption as against said Assessment Lien.

Notwithstanding the foregoing provisions of this Section 5.6, in order to comply with § 316(11)(a) of the Act, the Association may not foreclose its lien against a Unit unless (a) the amount of Assessments and other amounts due to the Association is equal to or greater than six (6) months' worth of Common Expense Assessments against the Unit, and (b) there is a recorded vote of the Board authorizing the foreclosure of the specific Unit being foreclosed. The Board authority to initiate a foreclosure cannot be delegated to the Managing Agent, an attorney or any other Person, nor can the Association have a policy of automatically requiring foreclosure when an Owner becomes six (6) months delinquent (see Bylaws).

5.7 Surplus Funds. Any surplus funds of the Association remaining at the close of the Association's fiscal year after payment of the Association's expenses and funding reserves may be retained by the Association as unallocated reserves and need not be credited to the Owners to reduce their future Assessment liability.

5.8 Initial Association Payment. To provide the Association with sufficient funds to cover the cost of initial expenses and any future expenses authorized by the Board for which there are insufficient budgeted funds, at the closing of the initial sale of a Unit to an Owner a non-refundable payment shall be made by such Owner to the Association in an amount equal to three (3) months of Common Expense Assessments. Amounts paid pursuant to this Section 5.8 do not constitute advance payments of Common Expense Assessments and do not relieve an Owner from making regular payments of Common Expense Assessments as they become due.

5.9 Certificate of Assessment Status. The Association shall furnish to an Owner or such Owner's Mortgagee(s) upon written request delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the Managing Agent, if any, and if there is no Managing Agent then to the Board, a written statement setting forth the amount of unpaid

Assessments currently levied against such Owner's Unit. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding upon the Association, the Board and every Owner. If no statement is furnished to the Owner or Mortgagees), delivered personally or by certified mail, first class postage prepaid, return receipt requested to the inquiring party, then the Association shall have no right to assert an Assessment Lien upon the Unit for unpaid Assessments which were due as of the date of the request.

ARTICLE SIX: USE RESTRICTIONS

6.1 Limitations and Restrictions. All Units and Common Areas shall be used and enjoyed subject to the following limitations and restrictions, and any other limitations and restrictions affecting the Project.

6.2 Residential Use. Each Unit shall be used and occupied primarily as a residence. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in or on any Unit except as expressly provided herein. The foregoing shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining their personal professional library in a Home, (b) keeping their personal business or professional records or accounts in a Home, (c) handling their personal business or professional telephone calls or correspondence from a Home, or (d) maintaining a computer or other office equipment within a Home. In no event shall a Unit be used as a "bed and breakfast" or "chalet." Any accessory business use of a Unit permitted by this Section 6.2 must be in compliance with all applicable statutes, ordinances and governmental regulations and must be conducted in accordance with the Project Documents.

6.3 Animals and Pets. No household pet or animal shall be allowed in or about the Project at any time without close supervision by an Owner. Owners shall be responsible for strict compliance with all laws related to pet ownership, including any regulation wholly excluding or limiting the number or type or breed of pets allowed, and each such Owner shall ensure that their pet does not interfere with other Owners' quiet use and enjoyment of the Project. Owners will be held responsible for any litter, waste, mess, damage or offensive noises created by their pets. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pet(s).

6.4 Nuisances. No noxious or offensive activity shall be carried on upon any part of the Project, nor shall anything be done or placed on or in any part of the Project that is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted on any part of the Project and no improvements shall be made or constructed on any part of the Project that are or might be unsafe or hazardous to any Person or property. No sound shall be emitted on any part of the Project that is unreasonably loud or annoying. No Owner shall operate any machines, appliances, electronic devices, sound systems, accessories or equipment in such a manner as to cause an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system serving the Project. No odor that is unreasonably noxious or offensive to others

shall be emitted on any part of the Project. Habitually barking, howling or yelping dogs shall be deemed a nuisance.

6.5 No Hazardous Activities. No activity shall be conducted on any portion of the Project which is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Project and no open fires shall be lighted or permitted on any portion of the Project except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace designed to prevent the dispersal of burning embers.

6.6 Compliance with Insurance Requirements. Except as may be approved in writing by the Board, nothing shall be done or kept on the Project which may result in an increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

6.7 Lease of a Unit. An Owner shall have the right to lease his or her Unit upon such terms and conditions as the Owner may deem advisable, subject to reasonable Rules that may be adopted by the Board from time to time.

6.8 No Timeshares. No “timeshare estate” or “timeshare use” may be created in the Project. Timeshare estate is defined in C.R.S. § 38-33-110; timeshare use is defined in C.R.S. § 12-61-401. Bona fide leases or rentals of the Unit in accordance with the terms of this Declaration and applicable laws are permitted as is the sale of a Unit to unrelated tenant-in-common purchasers so long as the relationship among the Owners is not structured as a timeshare estate or timeshare use. In the event that a Unit is sold to unrelated tenant-in-common purchasers as permitted by this paragraph, each such Owner shall be jointly and severally liable for all Assessments against the Unit and each such Owner shall maintain its current name, address, email and phone number with the Association.

The Board can adopt additional Rules regarding the foregoing provisions of this Article Six.

ARTICLE SEVEN: EASEMENTS AND PARTY WALLS

7.1 Generally. The Project shall be subject to all easements as shown or created on the Map, those of record including in the Original Declaration and the Prior Declaration, those provided in the Act and those set forth in this Article Seven and in other provisions of this Declaration. The Board has the right to establish from time to time utility and other easements, permits or licenses over the Common Areas for the best interest of the Association as a whole, subject to Declarant Rights described herein.

7.2 Utility Easements. There is hereby created and granted to Owners, the Association and utility providers, a blanket easement on, over, in, under and through the Project (except the Homes) for the installation, replacement, repair, operation and maintenance of utilities, including, but not limited to, water, sewer, gas, telephone, electricity, satellite, internet, and cable systems. Said blanket easement includes future utility services not presently available to the Project that may be reasonably required in the future. Should any utility company

furnishing a service covered by the easement herein created request a specific easement by separate recordable document, the Association, acting through the Board, has the right and authority to grant such easement upon, across, over or under any part or all of the Project (except for the Homes) without conflicting with the terms hereof.

The easements granted in and pursuant to this Section 7.2 shall in no way affect, avoid, extinguish or modify any other recorded easement(s) within the Project.

7.3 Easements for Association and Owners. The Board (its agents, employees, and contractors) is hereby granted an easement on, over, in, under and through each Unit to perform its obligations pursuant to this Declaration. Each Owner, and such Owner's Agents, is hereby granted a perpetual, non-exclusive right of ingress to and egress from the Owner's Unit, over and across the Common Areas, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restrictions on the use of Common Areas set forth in writing by the Association, such as for closure for repairs and maintenance.

In addition to the foregoing, each Owner, and such Owner's Agents, is granted a perpetual, non-exclusive right of ingress to and egress from the Owner's Unit, over and across the driveway providing access to such Owner's Unit which is on property owned by the Association as of the date of this Declaration ("Driveway Easement"). Each Driveway Easement is appurtenant to the Unit or Units for which the Driveway Easement provides access. Not all Units have Driveway Easements.

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

7.5 Recording Data Regarding Easements. Pursuant to § 205(m) of the Act, the recording data for certain recorded easements and licenses appurtenant thereto, or included in the Project or to which any portion of the Project is or may become subject to as of the date of the recording of this Declaration, are identified on the attached Exhibit B.

7.6 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be deemed appurtenant to the Unit owned by such Owner. All conveyances and instruments affecting title to a Unit shall be deemed to grant and reserve the easements and rights of way as provided herein, as though set forth in said document in full, even though no specific reference to such easements or rights of way appear.

7.7 Party Walls.

(a) Party Walls Defined. There lie along and over the common boundaries of certain Homes one (1) or more common walls that in conjunction with the footings underlying and those portions of the roof thereover, form a structural part of and physically join the Homes ("Party Walls").

(b) Ownership of Party Walls. Each Unit that shares a Party Wall includes that portion of the Party Wall extending from the interior surface of the Party Wall to the approximate center of the Party Wall (as further depicted on the Map), together with the necessary easements for perpetual lateral and subjacent support, maintenance, repair and inspection of the Party Wall, and with equal rights of joint use. In the event of a conflict between the boundary described herein and the depiction and description on the Map, the depiction and description on the Map shall control.

(c) Protection of Party Walls. No Owner may destroy, remove or make any structural changes in or to a Party Wall that would jeopardize the structural integrity of any Home without the prior written consent of the affected Owner(s). No Owner shall subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to adversely affect the Party Wall's structural integrity. No Owner shall subject a Party Wall to any use that in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the other Owner(s) that owns a portion of the Party Wall.

(d) Damage by Intentional or Negligent Act of Owner. Should a Party Wall be structurally damaged or destroyed by the intentional act or negligence of an Owner or Owner's Agent, such Owner shall be responsible for paying the cost to rebuild and/or repair the Party Wall. In addition, such Owner shall compensate the other Owner(s) for any damages sustained to person or property as a result of such intentional or negligent act.

(e) Damage from Other Causes. Should a Party Wall be structurally damaged or destroyed by causes other than the intentional act or negligence of an Owner or Owner's Agent, the damaged or destroyed Party Wall shall be repaired or rebuilt at the joint expense of the Owners owning any portion of the Party Wall, each such Owner to pay an equal share of the cost thereof.

ARTICLE EIGHT: INSURANCE

8.1 Association Insurance.

(a) Required Coverage. The Association, acting through the Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance if reasonably available or, if not reasonably available, the most nearly equivalent coverages as are reasonably available.

(i) The Association shall maintain blanket "all risk" property insurance in an amount not less than one hundred percent of the current replacement cost of the Common Areas. The Association's insurance may exclude land, excavations, foundations and other items normally excluded from such property insurance policies and may provide for a deductible in an amount not to exceed a reasonable and prudent amount as determined by the Board. The Owner of a

Unit served by a Driveway Easement is responsible for insuring any betterments or improvements located on that Driveway Easement beyond the original driveway itself (e.g., stamped concrete).

(ii) Commercial general liability insurance, insuring the Association and the Owners against damage or injury caused by the negligence of the Association or any of its Owners, employees, agents or contractors while acting on its behalf. Owners may be named as additional insureds for claims and liabilities arising in connection with the ownership, use or management of the Common Areas. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage.

(iii) Workers' compensation insurance and employer's liability insurance to the extent required by law.

(iv) Directors' and officers' liability coverage in an amount determined by the Board providing coverage for the members of the Board.

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than three months' Assessments plus all reserves on hand, and containing a waiver of all defenses based upon the exclusion of Persons serving without compensation.

(vi) Such additional insurance as the Board determines advisable.

(b) Policy Requirements. All Association policies shall provide for a certificate of insurance to be furnished to the Association and upon request, to any Owner or Mortgagee. Premiums for all insurance maintained by the Association shall be a Common Expense and shall be included in the Common Expense Assessment. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines after providing Notice and Hearing, that the loss is the result of the recklessness or willful misconduct of one (1) or more Owners or an Owner's Agent, then the Association may specifically assess the full amount of such deductible against such Owner and their Unit as an Individual Assessment pursuant to Article Five, Section 5.3(c) above. All insurance coverage obtained by the Association shall:

(i) Be written with companies authorized to do business in the State of Colorado;

(ii) Be written in the name of the Association as trustee for the Association and the Owners;

(iii) Be written as a primary policy, not contributing with and not supplemental to the coverage that any Owner, Owner's Agent, or Mortgagee may carry individually;

(iv) Include an inflation guard endorsement, as applicable;

(v) Include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) Include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer on account of any curable defect or violation or any act or omission of any Owner, without prior written demand to the Association to cure the defect, violation, act or omission and allowance of a reasonable time to effect such cure;

(vii) Include an endorsement precluding cancellation, invalidation or condition to recovery under the policy on account of any act or omission of any Owner, unless such Owner is acting within the scope of its authority on behalf of the Association; and

(viii) Include an endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification or non-renewal.

(c) Other Policy Provisions. In addition, the Association may use reasonable efforts to secure insurance policies that provide:

(i) A waiver of subrogation as to any claims against the Board, the officers, and employees of the Association;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) A cross liability provision; and

(v) A provision vesting in the Association exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in settlement negotiations, if any, related to such losses.

8.2 Separate Insurance. No Owner shall be entitled to exercise his or her right to acquire or maintain insurance coverage so as to decrease the amount which the Board, on behalf of all

Owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by an Owner. All such policies shall contain waivers of subrogation.

8.3 Owner Insurance. Each Owner, at their sole cost and expense, shall (a) carry property insurance on all portions of their Unit and for any betterments and improvements on the Driveway Easement that serves the Unit beyond the original driveway construction, and (b) carry general liability insurance providing coverage for bodily injury and property damage for the benefit of the Owner in amounts and with coverage as are from time to time customarily maintained by prudent owners of similar property. Each Owner shall provide the Managing Agent with a certificate of the insurances required hereunder, but the Association shall have no liability to an Owner if it has not obtained such certificates of insurance. An Owner may request that the adjacent Owner (i.e., the Owner with whom they share a Party Wall) name them as an additional insured on the property insurance policy required herein and, in such event, the adjacent Owner shall provide the Owner with evidence of such insurance within fifteen (15) days.

ARTICLE NINE: RESTORATION UPON DAMAGE OR DESTRUCTION/CONDEMNATION

9.1 Duty to Restore Common Areas. In the event of damage or destruction to any portion of the Common Areas which is covered by insurance carried by the Association, the insurance proceeds shall be applied by the Board to reconstruction and repair. The Common Areas must be repaired and restored in accordance with either the original plans and specifications, or other plans and specifications which have been approved by the Board. The Owner of a Unit served by a Driveway Easement that has been damaged or destroyed is responsible for any reconstruction and repair of components beyond the original plans and specifications of the driveway on the Driveway Easement.

9.2 Use of Insurance Proceeds. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage to the Common Areas, the Board shall levy a Special Assessment in the aggregate amount of such insufficiency, and shall proceed to make such repairs or reconstruction. If all of the damage to the Common Areas covered by the Association's insurance is not repaired or reconstructed, the insurance proceeds attributable to the damage shall be used to restore the damaged portion of the Common Areas to a condition compatible with the remainder of the Project and the remainder of the proceeds shall be distributed to the Association.

9.3 Condemnation. If a part of the Common Areas is acquired by condemnation, that portion of any award attributable to the Common Areas taken must be paid to the Association as attorney-in-fact to be held in trust for the use and benefit of the Association, the Owners and their Mortgagees, as their interests may appear. No Owner or any other party shall be entitled to priority over Mortgagees with respect to any distribution of a condemnation award.

ARTICLE TEN: MAINTENANCE

10.1 Maintenance of Common Areas. Except as otherwise set forth herein, the Association shall keep and maintain the Common Areas in an attractive, clean and functional condition, and in good repair and may make necessary or desirable alterations or improvements thereon; provided, however, the Board shall have the right to designate certain Common Area repair and maintenance to Owners as set forth in the Rules. Determination of whether repair or maintenance of the Common Areas is the obligation of the Association, or if the repair and maintenance is necessary, shall rest solely with the Board, which will also have the sole responsibility for determining the kind and type of materials used in such repair and maintenance.

10.2 Maintenance of the Units. All Unit maintenance, repair and replacement shall be the obligation of the Owner of the Unit, except as otherwise provided herein or in other Project Documents. The Owner of the Unit to which a Driveway Easement is appurtenant shall keep and maintain the Driveway Easement in an attractive, clean, and functional condition and in good repair to the point that it connects with the road, and may make changes to the Driveway Easement with the Association's prior permission pursuant to Article Eleven. In the event a Driveway Easement services more than one Unit, the Owners of the Units so served shall maintain, repair, and replace the Driveway Easement in the manner deemed appropriate by such Owners, and allocate the expenses incurred between themselves. It is the express intention of this Declaration that all driveway areas located between a Home and the road servicing such Home be maintained, repaired, and replaced by the Owner(s) of such Home or Homes, whether the driveway is located on a Driveway Easement or a separately-titled Unit.

10.3 Party Walls. Party Wall maintenance is dictated by Article Seven, Section 7.7.

10.4 Maintenance of Town Property. The Association shall be responsible for any maintenance of property owned by the Town that is required of any Owner pursuant to the Land Use Restriction.

10.5 Owner's Failure to Maintain and Repair. In the event that a Unit or its appurtenant Driveway Easement is not properly maintained and repaired by an Owner, the Board, after Notice and Hearing to the Owner (and after a determination by the Board that the condition of such Unit negatively impacts other Owners or the value of other Units within the Project) shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair and charge the cost thereof to such Owner as an Individual Assessment.

10.6 Maintenance of the Drainage Pattern/Irrigation System. Except for changes resulting from the initial construction of improvements undertaken by Declarant, there shall be no interference with the established drainage pattern initially established over any portion of the Project or the irrigation system installed within a Unit (including systems and sprinklers), except as approved in writing by the Committee. The established drainage pattern of the Project may include the drainage pattern from the Common Areas over any Units within the Project and from any Unit within the Project over the Common Areas or from any Unit over

another Unit.

10.7 Owner-Caused Damages. If, due to the act or neglect of an Owner or an Owner's Agent, loss or damage shall be caused to any Person or property within the Common Areas or another Unit (or within the Owner's own Unit), such Owner shall be liable and responsible for the payment of same. The amount of such loss or damage, together with costs of collection and reasonable attorneys' fees, if necessary, may be collected by the Board, from such Owner as an Individual Assessment. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Section 10.7 shall be made by the Board and shall be final.

ARTICLE ELEVEN: DESIGN REVIEW

11.1 Generally. Other than Improvements as originally constructed by Declarant, each Improvement must be constructed, and may thereafter be removed, altered or modified, in accordance with Design Review Guidelines (described below) adopted by the Committee, if any, or otherwise approved in accordance with this Article Eleven. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Committee if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

11.2 Committee Approval of Improvements Required. Other than Improvements originally constructed by Declarant, approval by the Committee shall be required prior to the commencement of the construction, alteration, modification, expansion, addition, removal, demolition or destruction of any Improvements on any portion of the Project, including any change of exterior appearance, finish material, color or texture.

The purchase of any Unit within the Project does not grant any implied guarantee of approval of any Improvement to be located thereon by the Committee.

11.3 Membership of the Committee. A "Committee" may be formed to review and approve or disapprove plans for Improvements. The Committee shall consist of up to three (3) members, and the Board shall have the right to appoint the members of the Committee. Members of the Committee appointed by the Board must be Owners. The Board may decide to act as the Committee. Members of the Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

11.4 Address of the Committee. The address of the Committee shall be that of the principal office of the Association.

11.5 Submission of Plans/Design Review Fee. Prior to the commencement of work to accomplish any proposed Improvement, the Person proposing to make such Improvement ("Applicant") shall submit to the Committee such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Committee shall reasonably request, showing the nature, kind, shape, height,

width, color, materials, and location of the proposed Improvement.

The Committee may, in the Design Review Guidelines or by resolution, provide for the payment of a reasonable fee to accompany each request for approval of any proposed Improvement. The Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvements or that the fee shall be determined in any other manner, such as the estimated cost of the proposed Improvement. Said fee may be used to compensate any consultant as the Committee deems necessary to assist the Committee in the performance of its duties.

The Committee may require submission of additional plans, specifications or other information prior to approving or disapproving any proposed Improvement. Until all required materials in connection with the proposed Improvement are received by the Committee, the Committee may postpone review of any materials submitted for approval by a particular Applicant.

Depending on the proposed Improvement, the Committee may require that the Applicant carry builder's risk insurance naming the adjacent Owner (i.e., the Owner with whom they share a Party Wall) and the Association as additional insureds, and provide a certificate of such insurance to the Committee.

11.6 Delegation/Waiver. The Committee may, at its discretion, delegate to the Board any of the powers granted to it by this Article Eleven by written notice to the Board, indicating what powers and authority are granted to the Board. Such delegation shall be effective from the date such notice is given.

The approval or consent of the Committee, any representative thereof, or the Board, to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee, any representative thereof, or the Board, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required.

The Committee may waive or grant reasonable variances or adjustments to any provision of this Article Eleven in the event there is a practical difficulty or unnecessary hardship.

11.7 Criteria for Approval. The question of reasonableness and good faith is the standard applicable in reviewing plans for approval by the Committee. The Committee shall have the right to disapprove any proposed Improvements that are not in accordance with the Design Review Guidelines, if any, or are not suitable or desirable in the Committee's opinion for aesthetic or other reasons.

In passing upon an Improvement, the Committee shall have the right to take into consideration the suitability of the proposed Improvement and the materials to be used, the color scheme, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, the topography of the land and the effect of the Improvement as planned on the outlook from the

adjacent or neighboring Units, and if it is in accordance with all of the provisions of the Project Documents.

The Committee may also disapprove the proposed Improvement if the plans and specifications submitted are incomplete, or in the event the Committee deems the materials submitted to be contrary to the spirit or intent of this Declaration. The Committee may condition its approval of any proposed Improvement upon the making of such changes thereon as the Committee may deem appropriate.

11.8 Decision of the Committee. The decision of the Committee shall be made within forty-five (45) days after receipt by the Committee of all materials required by the Committee unless such time period is extended by mutual agreement of the Committee and the Applicant. The Committee's decision shall be in writing and, if the decision is not to approve a proposed Improvement, the reasons therefor shall be stated. The Committee's decision may be conditioned on the Applicant's compliance with specified additional terms. The decision of the Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Committee.

A majority vote of the Committee shall constitute the action of the Committee.

The Committee shall report in writing to the Board all final actions of the Committee, if requested by the Board, and shall maintain a record of all actions to approve or deny any request from all Applicants.

11.9 Appeal to the Board. If the Committee disapproves or imposes conditions on the approval of a proposed Improvement, and the Board is not serving as the Committee, the Applicant may appeal to the Board by giving written notice of such appeal to the Board and the Committee within ten (10) days after notice of such disapproval or conditional approval is given to the Applicant. The Board shall hear the appeal with reasonable promptness after reasonable notice of such hearing to the Applicant and the Committee and shall decide, with reasonable promptness, whether or not the proposed Improvement or the conditions imposed by the Committee shall be approved, disapproved or modified. If the Committee approves a proposed Improvement, any Owner impacted by the Committee's decision may appeal the approval to the Board by giving written notice of such appeal to the Board, the Committee and the Applicant within ten (10) days after such approval. The Board shall hear the appeal with reasonable promptness after reasonable notice of such hearing to the Applicant, the Owner impacted and the Committee. The Board shall decide with reasonable promptness, whether or not the proposed Improvement's approval shall be upheld. The decision of the Board shall be final and binding on the parties concerned.

11.10 Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement shall be deemed approved, unless disapproval or a request for additional information or materials is transmitted to the Applicant in writing by the Committee within forty-five (45) days after receipt by the Committee of all materials required by the Committee, as determined by the Committee.

11.11 Prosecution of Work after Approval. After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and as diligently as possible and in complete conformity with the approval given by the Committee, including the description of the proposed Improvement, any materials submitted to the Committee in connection with the proposed Improvement and any conditions imposed by the Committee. Failure to complete any proposed Improvement within the timeframe set forth in the approval, if any, shall constitute a violation of this Article Eleven unless extended by the Committee and shall render such approval void.

11.12 Notice of Completion. Upon completion of the Improvement, the Applicant shall deliver a written "Notice of Completion" to the Committee. Until the date of receipt of a Notice of Completion, the Committee shall not be deemed to have notice of completion of any Improvement.

11.13 Inspection of Work. The Committee, or its duly authorized representative, shall have the right to inspect any Improvement prior to, and/or after completion; provided, however, the right of inspection shall terminate thirty (30) days after the Committee receives a Notice of Completion from the Applicant.

11.14 Letter of Noncompliance. If, as a result of inspections or otherwise, the Committee or Board finds that any Improvement has been done without obtaining the approval of the Committee or Board, or was not done in substantial compliance with the approval of the Committee or Board, including the description and materials furnished to, and any conditions imposed by, the Committee or Board, or was not completed within the timeframe set forth in the approval, if any, the Committee or Board shall notify the Applicant in writing of the noncompliance ("Letter of Noncompliance"). The Letter of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

11.15 Appeal to the Board of a Finding of Noncompliance. If the Committee gives any Letter of Noncompliance, the Applicant may appeal to the Board by giving written notice of such appeal to the Board and the Committee within ten (10) days after receipt by the Applicant of the Letter of Noncompliance. If, after a Letter of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Committee shall request a finding of noncompliance by the Board by giving written notice of such request to the Board and the Applicant within thirty (30) days after delivery to the Applicant of a Letter of Noncompliance. In either event, the Board after Notice and Hearing shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof.

11.16 Correction of Noncompliance. If the Committee or the Board determines that a noncompliance exists, the Applicant shall remedy or remove the noncompliance within a period of not more than thirty (30) days from the date of receipt by the Applicant of a Letter of Noncompliance or a decision of the Board (if a Letter of Noncompliance is appealed pursuant to Section 11.15 above). If the Applicant does not comply with the Letter of Noncompliance or the Board's ruling within such time period, the Committee or Board may, at its option, record a "Notice of Noncompliance" against the Unit on which the noncompliance exists, or may

remove the non-complying Improvement or may otherwise remedy the noncompliance.

The Board may levy an Individual Assessment in accordance with Article Five, Section 5.3(c) above against the Owner of such Unit for such costs and expenses incurred in enforcing this Section 11.16. The right of the Board to remedy or remove any noncompliance shall be in addition to all other rights and remedies that the Board may have at law, in equity, or under the Project Documents.

11.17 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder.

11.18 No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board shall constitute a waiver or estoppel with respect to future action by the Committee or the Board. Specifically, the approval by the Committee of any Improvement shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement or similar proposals, plans, specifications or other materials submitted with respect to any other Improvement.

11.19 Estoppel Certificates. The Board shall, upon the reasonable request of any interested Person and after confirming any necessary facts with the Committee, furnish a certificate with respect to the approval or disapproval of any Improvement or with respect to whether any Improvement was made in compliance herewith. Any Person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

11.20 Architectural Standards/Design Guidelines. The Committee may promulgate rules and regulations to interpret and implement the provisions of this Article Eleven, which rules and regulations may then be adopted by the Board as Rules. These rules and regulations shall be known as the "Design Review Guidelines" and may contain, among other things, guidelines which will clarify the types of designs and materials that will be considered in design approval. The Committee may review and revise the Design Review Guidelines from time to time in its sole discretion so long as said guidelines are not discriminatory and are uniformly applied.

11.21 No Liability for Committee Action. There shall be no liability imposed on the Committee, any member of said Committee, any authorized representative of said Committee, the Association, or any member of the Board for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee, if such party acted in good faith and without malice. In reviewing any matter, the Committee shall not be responsible for passing on safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, nor shall its approval of an Improvement be deemed approval of such matters and the Committee, its members, the Association, and the Board shall have no responsibility or liability with respect to such matters.

11.22 Exemptions for Declarant. Declarant shall be exempt from the provisions of this Article Eleven for fourteen years from the date of this Declaration's recording.

ARTICLE TWELVE: DURATION, AMENDMENT, AND TERMINATION OF THE DECLARATION

12.1 Duration. The covenants, restrictions and obligations of this Declaration shall run with and bind the land in perpetuity until this Declaration is terminated in accordance with the Act, subject to Article Fourteen below.

12.2 Amendments by Owners. Except in cases of amendments that may be executed by the Board, except as set forth in Article Fourteen below, and as otherwise permitted or required by the Act, this Declaration may be amended by the written agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Any such amendment shall be effective upon the recording of the amendment with the Clerk and Recorder together with evidence of the Declarant's written consent as applicable, and a notarized certificate of an officer of the Association certifying that the requisite number of Owners have given their written consent to the amendment.

ARTICLE THIRTEEN: GENERAL PROVISIONS/DISCLAIMERS

13.1 Right of Action. The Association and any aggrieved Owner shall have a right of action against an Owner or the Association for failure to comply with the Project Documents (or with decisions of the Board that are made pursuant thereto).

13.2 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Association and each Owner and their heirs, personal representatives, successors and assigns.

13.3 Severability. The provisions of this Declaration shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Declaration, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the invalid or unenforceable provision shall be reformed, to the minimum extent required to render such invalid or unenforceable provision enforceable in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Declaration and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision.

13.4 No Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.5 Registration by Owner of Mailing Address; Notices. Each Owner shall register their mailing address with the Association. Except for monthly statements and other routine notices, which shall be personally delivered or sent by regular mail or as otherwise set forth in the

Bylaws, all notices intended to be served upon an Owner pursuant to this Declaration, shall be delivered personally or sent by United States mail, postage prepaid, addressed in the name of the Owner at such registered mailing address or at the address of such Owner's Unit if there is no registered mailing address for such Owner on file at the Association.

All notices, demands or other notices intended to be served upon the Board or the Association shall be sent by certified mail, postage prepaid, to the Managing Agent, if any, and if there is no Managing Agent, then to the registered agent for the Association on file in the Office of the Secretary of State, State of Colorado.

13.6 Conflicting Provisions. The Project Documents are intended to comply with the requirements of the Act and the Nonprofit Act (collectively, the "Governing Acts"). If there is any conflict between any provision of the Project Documents and any mandatory provision of either of the Governing Acts, the mandatory provision of the applicable Governing Act shall control and the Association shall have no liability for actions taken in conformity with such Governing Act. If there is any conflict between any provision of the Project Documents and any permissive or non-mandatory provision of either of the Governing Acts, the provision of the Project Documents shall control. In the event of any conflict between this Declaration and any other Project Documents, this Declaration shall control, except as otherwise provided herein. In the event the Articles conflict with the Bylaws, the Articles shall control.

13.7 Noise Disturbances. Each Unit and the Project are located near a highway. Certain Homes share common walls with other Homes in the Project. Due to these and other factors, there may be a certain amount of unpredictable noise disturbances within the Project ("Noise Disturbances"). The Noise Disturbances may include, without limitation: (a) noise from pedestrians, automobiles and busy streets and highways; (b) noise from construction related activities; and (c) noise from adjacent Units and the Common Areas, including, but not limited to, voices, music, televisions, appliances, walking, running, opening and closing of doors, falling objects, cabinet and furniture operation, plumbing and HVAC operation.

Each Owner, by acquiring a Unit, acknowledges that the Noise Disturbances, and the impacts and disturbances generated by the Noise Disturbances, may occur in and around the Project, and may occur during daytime and nighttime and may be temporarily or permanently interrupted, discontinued or modified, in whole or in part, from time to time. Each Owner, by acquiring a Unit, forever waives and releases any actions or claims the Owner and its successors and assigns may have against Declarant, the Association, or other Owners which in any way arise out of the existence, occurrence, or the temporary or permanent interruption, discontinuance or modification of the Noise Disturbances and such impacts and disturbances.

13.8 Other Properties. Each Owner, by acquiring a Unit, acknowledges that other properties are located adjacent to and in the general vicinity of the Project ("Other Properties") and that the Other Properties may be developed pursuant to the land uses permitted by the County's zoning ordinances, as well as any other governmental rules, regulations, or policies in effect now or in the future which are applicable to the Other Properties (collectively, "Ordinances"). Each Owner, by acquiring a Unit, further acknowledges that the zoning for the Project and the Other Properties is established and governed by the Ordinances. Any amendment to those

Ordinances requires approval by the County. By acquiring a Unit each Owner acknowledges that they have not relied upon any statements or representations regarding the Project or the Other Properties, except for those statements and representations expressly set forth in this Declaration.

13.9 Captions. The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision of this Declaration.

13.10 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, plural the singular, and the use of any gender shall include all genders.

ARTICLE FOURTEEN: DECLARANT PROVISIONS

14.1 Reserved Rights. The Association intends by this Declaration to create a permanent scheme of governance for the Project. Because Declarant only recently completed its development of the Project, certain rights reserved to the Declarant in the Amended and Restated Declaration remain important, relevant, and unexpired. This Article Fourteen specifies what provisions of the Amended and Restated Declaration remain in place, in recognition of these rights. In addition, certain rights and waivers benefitting Declarant are set forth in other sections of this Declaration. Declarant, the Association, and the Owners intend that this Article Fourteen shall expire without further action by any of them, and the specified provisions of the Amended and Restated Declaration that are incorporated into this Declaration by reference herein shall be deemed deleted in their entirety from this Declaration, on the fourteenth anniversary of the recording of this Declaration.

14.2 Definitions. The Amended and Restated Declaration's definitions that are not included in this Declaration, including specifically but without limitation the definition of Declarant Rights, are deemed incorporated by this reference, to the extent necessary to interpret the provisions of the Amended and Restated Declaration that are incorporated into this Declaration.

14.3 Article Twelve: Declarant Rights. The Declarant Rights set forth in Article Twelve, Sections 12.1 a, b, c, d, e, j, and m only, and the remainder of Article Twelve of the Amended and Restated Declaration (i.e., Sections 12.2, 12.3, 12.4, 12.5, and 12.6) are incorporated into this Article Fourteen by this reference.

14.4 Article Fourteen: Dispute Resolution. Article Fourteen of the Amended and Restated Declaration is incorporated into this Article Fourteen by this reference.

14.5 Article Fifteen: Amendments. Article Fifteen, Sections 15.3, 15.4, and 15.5 of the Amended and Restated Declaration are incorporated into this Article Fourteen by this reference.

14.6 Article Sixteen: General Provisions/Disclaimers. Article Sixteen, Section 16.7 of the Amended and Restated Declaration is incorporated into this Article Fourteen by this reference.

14.7 Conflicts. In the event of any conflict between the terms of this Article Fourteen and any other provision of this Declaration, the terms of Article Fourteen shall control. Notwithstanding the terms of this Article Fourteen, in no event does Declarant retain any "Development Rights" as defined by the Act.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed as of the date first written above.

Association:

The Shores at The Highlands Association, Inc.

By: Larry J Abston
Board President
Title

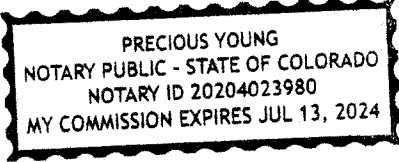
STATE OF COLORADO)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 12th/03/2021, by Larry ABston as Board President of The Shores at The Highlands Association, Inc.

Witness my hand and official seal.
My commission expires: Jul 13, 2024

[SEAL]

[Signature]
Notary Public



DECLARANT CONSENT

PFP Meriwether Breckenridge Holdings, LLC, a Delaware limited liability company, hereby consents to the adoption of the foregoing Declaration, subject to the following two sentences. Declarant executes this consent solely for purposes of providing the consent required by Article Fifteen, Section 15.5 of the Amended and Restated Declaration. Declarant's consent to this Declaration is given subject to Article Fourteen being fully enforceable by Declarant for the timeframe described therein.

Declarant:

PFP Meriwether Breckenridge Holdings, LLC

By: MMC Shores, LLC, a Delaware limited liability company, its Co-Manager

By: Meriwether Companies, LLC, a Delaware limited liability company, its Manager

By: _____
Printed Name: Noah Hahn
Title: Manager

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 30 day of March, 2021, by NOAH HAHN as MANAGING DIRECTOR of Meriwether Companies LLC, a Delaware limited liability company, Manager of MMC Shores, LLC, a Delaware limited liability company, Co-Manager of PFP Meriwether Breckenridge Holdings, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: MARCH 15, 2025

[SEAL]

Justin M. McComb
Notary Public

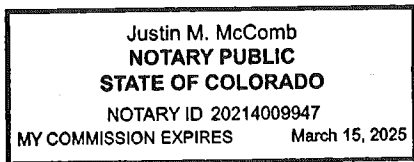


Exhibit A

(Property)

Lot 1A, Lot 1B, Lot 2A, Lot 2B, Lot 26A, Lot 26B, Lot 27A, Lot 27B, Lot 30A and Lot 30B according to the Final Plat, The Shores at The Highlands, Filing No. 1 recorded in the real estate records of Summit County, Colorado, on September 9, 2008 at Reception No. 896025

and

Lot 4A, Lot 4B, Lot 5A and Lot 5B, according to the Resubdivision Plat of The Shores at The Highlands, Filing No. 3, a Resubdivision of Tract A-1 and Tract B, The Shores at The Highlands, recorded in the real estate records of Summit County, Colorado, on July 16, 2012 at Reception No. 997584

and

Lot 13A, Lot 13B, Lot 14A and Lot 14B, according to the Resubdivision Plat The Shores at The Highlands, Filing No. 4, a Resubdivision of Tract A-1B The Shores at The Highlands Filing No. 3 recorded in the real estate records of Summit County, Colorado, on September 29, 2015 at Reception No. 1092686

and

Lot 6A and Lot 6B, according to the Resubdivision of Lot 6, The Shores at The Highlands, Filing No. 3, recorded in the real estate records of Summit County, Colorado, on July 30, 2014 at Reception No. 1060556

and

Lot 29A and Lot 29B, according to the Resubdivision Plat The Shores at The Highlands, Filing No. 3, a Resubdivision of Tract A The Shores at The Highlands, recorded November 4, 2015 at Reception No. 1096306

and

Lot 10A and Lot 10B, according to the Resubdivision Plat The Shores at The Highlands, Filing No. 5, a Resubdivision of Lot A4 The Shores at The Highlands Filing No. 4, recorded June 17, 2016 at Reception No. 1113898

and

Lot 11A, Lot 11B, Lot 12A, Lot 12B, Lot 18A, Lot 18B, Lot 19A and Lot 19B according to the Resubdivision Plat The Shores at The Highlands, Filing No. 7, a Resubdivision of Lot A5 The

Shores at The Highlands Filing No. 5 and Lots 17, 18 and 19 The Shores at The Highlands Filing No. 3, recorded December 21, 2016 at Reception No. 1130383

and

Lot 24A, Lot 24B, Lot 25A and Lot 25B, according to the Resubdivision Plat The Shores at The Highlands, Filing No. 9, a Resubdivision of Tract B The Shores at The Highlands Filing No. 6, recorded in the real estate records of Summit County, Colorado, on August 15, 2017 at Reception No. 1148781

and

Lot 7A, Lot 7B, Lot 8A, Lot 8B, Lot 9A, Lot 9B, Lot 15A, Lot 15B, Lot 16A, Lot 16B, Lot 17A and Lot 17B according to the Resubdivision Plat The Shores at The Highlands, Filing No. 8, a Resubdivision of Lot A6 The Shores at The Highlands Filing No. 7, recorded in the real estate records of Summit County, Colorado, on August 15, 2017 at Reception No. 1148780

and

Lot 3A, Lot 3B, Lot 23A, Lot 23B Lot 28A and Lot 28B, according to the Resubdivision Plat The Shores at The Highlands, Filing No.10, a Resubdivision of Tract C The Shores at The Highlands Filing No. 9 and Lots 3A and 3B The Shores at The Highlands Filing No. 1, recorded in the real estate records of Summit County, Colorado, on September 24, 2018 at Reception No. 1180771

and

Lot 22A and Lot 22B, according to the Resubdivision Plat The Shores at The Highlands, Filing No.11, a Resubdivision of Tract D The Shores at The Highlands Filing No. 10, recorded in the real estate records of Summit County, Colorado, on April 4, 2019 at Reception No. 1194930.

Common Areas:

Parcel A7, according to the Resubdivision Plat The Shores at The Highlands, Filing No. 7, a Resubdivision of Lot A5 The Shores at The Highlands Filing No. 5 and Lots 17, 18 and 19 The Shores at The Highlands Filing No. 3, recorded December 21, 2016 at Reception No. 1130383.

and

Tract A8, Tract A9 and Red Quill Lane, according to the Resubdivision Plat The Shores at The Highlands, Filing No. 8, a Resubdivision of Lot A6 The Shores at The Highlands Filing No. 7, recorded in the real estate records of Summit County, Colorado, on August 15, 2017 at Reception No. 1148780

and

Tract E, according to the Resubdivision Plat The Shores at The Highlands, Filing No.11, a Resubdivision of Tract D The Shores at The Highlands Filing No. 10, recorded in the real estate records of Summit County, Colorado, on April 4, 2019 at Reception No. 1194930.

Exhibit B

(Recording Data for Certain Recorded Easements, Licenses and Other Matters of Record which the Project is or may become Subject to)

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 24, 1887, IN BOOK 31 AT PAGE 64 AND RECORDED JANUARY 4, 1909 IN BOOK 89 AT PAGE 80.
2. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 24, 1887, IN BOOK 31 AT PAGE 64 AND RECORDED JANUARY 4, 1909 IN BOOK 89 AT PAGE 80.
3. ALL MINERAL RIGHTS AS RESERVED BY B&B MINES INC., A COLORADO CORPORATION IN THE DEED TO WM. JAMES STARK RECORDED FEBRUARY 18, 1960 IN BOOK 154 AT PAGE 286.
4. TERMS, CONDITIONS AND PROVISIONS OF WATER SURCHARGE AGREEMENT RECORDED MARCH 07, 1985 AT RECEPTION NO. 293301.
5. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF SEWER LINE EXTENSION AGREEMENT RECORDED SEPTEMBER 26, 2006 AT RECEPTION NO. 833975.
6. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENT AGREEMENT RECORDED DECEMBER 01, 2006 AT RECEPTION NO. 840218 AND AMENDMENT RECORDED DECEMBER 1, 2006 UNDER RECEPTION NO. 840218 AND AMENDMENT RECORDED SEPTEMBER 10, 2007 UNDER RECEPTION NO. 874097.
7. TERMS, CONDITIONS AND PROVISIONS OF LAND USE RESTRICTIONS FOR WEST BRADDOCK RECORDED DECEMBER 01, 2005 AT RECEPTION NO. 840220.
8. TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF MODIFICATION OF EASEMENTS RECORDED SEPTEMBER 09, 2008 AT RECEPTION NO. 896023.
9. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE COVENANT AND AGREEMENT (LANDSCAPING) RECORDED SEPTEMBER 09, 2008 AT RECEPTION NO. 896026.
10. TERMS, CONDITIONS AND PROVISIONS OF NO-BUILD COVENANTS RECORDED FEBRUARY 17, 2010 AT RECEPTION NO. 934048.

11. NOTES, DEDICATIONS AND EASEMENTS SET FORTH ON THE PLAT FOR THE SHORES AT THE HIGHLANDS, FILING NO. 1 RECORDED SEPTEMBER 9, 2008 UNDER RECEPTION NO. 896025 AND THE RESUBDIVISION PLAT FOR THE SHORES AT THE HIGHLANDS, FILING NO. 3 RECORDED JULY 16, 2012 UNDER RECEPTION NO. 997584 AND THE RESUBDIVISION PLAT OF TRACT A, THE SHORES AT THE HIGHLANDS, FILING NO. 2 RECORDED OCTOBER 2, 2012 UNDER RECEPTION NO. 1004529 AND AFFIDAVIT RECORDED JANUARY 15, 2013 UNDER RECEPTION NO. 1014810

12. TERMS, CONDITIONS AND PROVISIONS OF VACATION OF EASEMENT RECORDED JANUARY 22, 2013 AT RECEPTION NO. 1015867.

13. TERMS, CONDITIONS AND PROVISIONS OF PEDESTRIAN EASEMENT RECORDED JANUARY 23, 2013 AT RECEPTION NO. 1015868.

14. RESTRICTIVE COVENANTS AND AGREEMENT (MAINTENANCE OF DRAINAGE FACILITIES WITHIN SHORES AT THE HIGHLANDS FILING NO. 2) RECORDED DECEMBER 13, 2013 UNDER RECEPTION NO. 1044239.