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DECLARATION OF PROTECTIVE COVENANTS

FOR

ASPEN VIEW SUBDIVISION

RECITALS:

(a) DAVIS-COONEY, L.L.C. (hereinafter called "Declarant"), is the owner of that certain real property situated in the Town of Blue River, County of Summit, State of Colorado, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Real Estate" or "Aspen View" or "Aspen View Subdivision"); and

(b) The Real Estate consists of vacant land which the Declarant desires to subdivide into individual lots for development as a Common Interest Community under this Declaration pursuant to the provisions of the Colorado Common Interest Ownership Act, Sections 38-33-3-101, et. seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

(c) The Declarant desires to create a Planned Community for the operation and maintenance of Common Elements, including any common areas and related facilities for the common use of all Unit owners in the Aspen View Subdivision.

(d) The Declarant has caused to be incorporated under the laws of the State of Colorado, Aspen View Owners' Association, Inc., a nonprofit corporation for the purpose of exercising the functions as herein set forth; and

(e) Declarant desires to subject the above-described Real Estate and improvements to the certain covenants, conditions, restrictions, easements, reservations, rights-of-way and other charges set forth herein for the purpose of protecting the value and desirability of said Real Estate and for the purpose of furthering a plan for the improvement, sale and ownership of said Real Estate for residential uses, to the end that a harmonious and attractive development of the designated portions of said Real Estate may be accomplished and the health, comfort, safety, convenience and general welfare of Declarant, its successors and assigns in the designated portions of said Real Estate, or any parts thereof, promoted and safeguarded.

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NOW, THEREFORE, the Declarant hereby submits the above-described Real Estate together with all improvements, appurtenances and facilities thereto and now or hereafter thereon, to ownership as a Planned Community under the Act, as the same may be amended from time to time, and hereby imposes upon all of said Real Estate the following terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations and obligations, which shall be deemed to run with the above-described Real Estate and shall be a burden and a benefit to Declarant, its successors, assigns, and any person acquiring or owning an interest in the above-described Real Estate, their grantees, successors, heirs, personal representatives, executors, administrators, devisees or assigns.

ARTICLE I

DEFINITIONS

Definitions: The following words, when used in this Declaration or in any Supplemental Declaration (unless inconsistent with the context hereof), shall have the following Meaning:

Section 1.1 "Agencies" shall mean and collectively refer to, the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), the Colorado Housing and Finance Authority (CHFA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by any of such entities.

Section 1.2 "Architectural Control Committee" or "Committee" means the architectural control committee as established pursuant to Article III of this Declaration.

Section 1.3 "Architectural Standards" means the rules and regulations from time to time established by the Board of Directors of the Association to interpret and implement the provisions of Section 3.6 hereof.

Section 1.4 "Articles" means the Articles of Incorporation of Aspen View Owners' Association, Inc. which are or shall be filed in the Office of the Secretary of State of Colorado.

Section 1.5 "Aspen View Rules" means the rules and regulations from time to time established by the Executive Board of the Association.

Section 1.6 "Aspen View Subdivision" means the approved plan for the development of the real property described in Exhibit "A", for subdivision into a total of eighteen (18) lots.

Section 1.7 "Association" means the Aspen View Owners' Association, Inc., a Colorado nonprofit corporation, its successors and assigns.

Section 1.8 "Bylaws" means the bylaws of the Association which are or shall hereafter be adopted by the Executive Board of the Association.

Section 1.9 "Common Element" means all of the real property designated as Common Elements on the Plat which is to be conveyed in fee to the Association and is subject to all restrictions set forth on the Plat.

Section 1.10 "Declarant" means Davis-Cooney, L.L.C., its successors and assigns.

Section 1.11 "Declaration" means this Declaration of Protective Covenants for Aspen View Subdivision, and as it may be amended from time to time.

Section 1.12 "Executive Board" or "Board" means the governing body of the Association, elected as hereinafter provided, to perform the obligations of the Association relative to operation, maintenance, and management of the Aspen View.

Section 1.13 "First Mortgage" shall mean a Security Interest on a Unit which has priority over all other Security Interests on the Unit.

Section 1.14 "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

Section 1.15 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Real Property, but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgagee or beneficiary under a deed of trust, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

Section 1.16 "Plat" means the recorded subdivision plat for the Aspen View Subdivision, recorded on _____, 1994 under Reception No. _____ in the Summit County Clerk and Recorder's Office.

Section 1.17 "Real Estate" shall mean and refer to that certain property described on Exhibit "A" attached hereto and incorporated herein by this reference.

Section 1.18 "Security Interest" shall mean an interest in real estate or personal property created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association and any other consensual lien or title retention contract intended as a security for an obligation.

Section 1.19 "Single Family Dwelling" means a building situated on one Lot, used exclusively for residential occupancy, arranged, designated and intended for occupancy by not more than one family, and which has no more than one primary kitchen and no less than one bedroom.

Section 1.20 "Terms" All terms used herein which are not otherwise defined in the Declaration or in the plat or map shall have the meanings specified or used in the Colorado Common Interest Ownership Act and amendments thereto.

Section 1.21 "Unit" means any physical portion of the Real Estate which is designated for separate ownership or occupancy and includes Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18, which are shown on the Plat and are restricted for single family dwellings.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.1 General Purposes and Powers: The Association will be formed as a Colorado nonprofit corporation to exercise the powers and functions provided in this Declaration and to otherwise further the interest of the Owners of Lots at the Aspen View Subdivision. To accomplish its purposes, the Association shall have all the duties and power more particularly set forth in Article IV hereof.

Section 2.2 Membership: Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2.3 Voting: Each member, including the Declarant, shall be entitled to one vote for each Unit owned. The vote for each Unit shall be exercised as the persons having an interest in

such Unit among themselves determine, but in no event shall a fractional vote or more than one vote be cast with respect to any Unit.

Section 2.4 Quorums: The presence of one-fifth (1/5) of the voters entitled to vote on any matter whether actually voting or not, shall constitute a quorum and if a quorum is established for consideration of a matter, except if a greater percentage of votes is required under a specific provision of this Declaration, the Articles or Bylaws, a majority of the votes cast on the matter or in the case of elections in which there are more than two candidates, a plurality of votes cast, shall decide the matter. Voting by proxy shall be permitted.

Section 2.5 Compliance with Association Articles, Bylaws, Etc.: Each Owner shall abide by and benefit from each provision, covenant, condition, and restriction contained in this Declaration, the Articles of Incorporation, Bylaws of the Association, or which is contained in any rule, regulation, standard or restriction promulgated pursuant thereto. The obligations, burdens and benefits of membership in the Association touch and concern the land and shall be covenants running with each Owner's Unit for the benefit of all other Units.

Section 2.6 Executive Board: The Association shall be managed by an Executive Board elected from the Owners (hereinafter sometimes referred to as the "Board"). Notwithstanding anything to the contrary herein provided, the members of the initial Executive Board may be appointed and removed by the Declarant until no later than sixty (60) days after conveyance of seventy-five percent (75%) of the Units. Notwithstanding anything to the contrary, within sixty (60) days after the conveyance of six (6) Units, one (1) member of the Board or twenty-five percent (25%) of the Executive Board, shall be elected by Unit Owners other than the Declarant and within sixty (60) days after the conveyance of eleven (11) Units, at least two (2) members of the Executive Board or thirty-three and one-third percent (33 1/3%) thereof, whichever is greater, shall be elected by Unit Owners other than the Declarant. In the event of any conflict between this Article and the applicable provisions of the Act, the Act shall control.

ARTICLE III

ARCHITECTURAL CONTROL AND MAINTENANCE OF LOTS AND IMPROVEMENTS

Section 3.1 Authority of the Executive Board: The Executive Board shall have the exclusive right, duty and obligation on behalf of the Association to enforce the terms of this Declaration and to provide for the maintenance and improvement of Aspen View for the benefit of the Owners as provided for herein.

Section 3.2 Approval Required: No building, barn, outbuilding, dwelling, shed, tree house, pen, doghouse, garage, tennis court, basketball backboard, porch, patio, gazebo, excavating pit, well cave, tunnel, bridge, hitching post, fence, wall, clothesline, barbecue, greenhouse or any other structure of any kind shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration thereto be made nor shall any vegetation be altered or destroyed nor any landscaping (including irrigation) be performed until satisfactory and complete plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography, and natural surroundings by the Architectural Control Committee (the "Committee") appointed as provided in Section 3.3 hereof. Approval by the Committee is in addition to and not in lieu of compliance with the building code requirements of the Town of Blue River, Colorado, and any other applicable governing agencies and Regulations set forth in the Architectural Standards.

Section 3.3 Architectural Control Committee: The Architectural Control Committee shall consist of three (3) members who shall be designated by Declarant, until such time as Declarant's authority is terminated as provided for in Section 2.6 above, at which time the members of the Committee shall be appointed by the Executive Board. In lieu of appointing a separate Architectural Control Committee, the Board may act as the Committee.

Section 3.4 General Criteria: In passing upon such plans and specifications, it shall be the objective of the Committee to make certain that no improvements will impair the aesthetic and monetary values of Aspen View. The Committee shall consider all factors relating to the quality of the improvements and the compatibility and harmony of the improvements with the natural environment, including but not limited to, the location of the improvements on the Lot and the color scheme, materials, design, proportions, shape, height and style of the improvements; the effect of any proposed improvement on adjacent or neighboring property; the location and character and method of utilization of all utility lines; the impact of any proposed improvement upon the natural surroundings; and the timely and orderly completion of all such improvements.

Section 3.5 Powers of the Committee: The Committee shall have the authority to require each Owner to hire duly licensed professional engineering advisors to develop and coordinate plans and specifications for the construction of any improvement and the landscaping of a Lot and shall have the right to disapprove an Owner's choice of construction contractor. The Committee shall have the authority to prevent an Owner from occupying a residence

in Aspen View until all requirements of the Architectural Standards have been satisfied. In addition, the Committee shall be entitled to charge a reasonable review fee and to require an Owner to pay for the cost of any consulting fees paid to an architect or engineer hired by the Committee to evaluate the Owner's plan.

Section 3.6 Architectural Standards: The Board shall promulgate rules and regulations to interpret and implement the provisions of this Article. These rules and regulations shall be known as the "Architectural Standards" and shall contain, among other things, the following:

(a.) The detailed review procedures an Owner is to follow when submitting his plans and specifications to the Committee for approval which shall include reasonable time limits within which the Committee must act on all submissions;

(b.) Guidelines which will clarify the types of designs and materials that will be encouraged and allowed in Aspen View;

(c.) A limited variance procedure requiring at least a two-thirds (2/3) vote of the Committee which shall be used only when circumstances such as topography, location of property lines, location of trees and bushes and other physical matters require it and then only upon such terms and conditions as the Committee shall require;

(d.) A procedure for appealing a decision of the Committee disapproving an Owner's plans to the Executive Board vote at its next regular or special meeting where majority shall be required to change the decision of the Committee;

(e.) The Board shall make available to each Unit Owner a true and correct copy of the Architectural Standards, including any amendment thereto, upon request.

Section 3.7 Application: The terms, conditions and provisions of any approvals given by the Committee for the initial construction of any improvements on a Unit or for the installation of any landscaping, shall be further included in the regular maintenance and care of the same and shall also extend to any subsequent changes, modifications or additions to such improvements.

Section 3.8 Enforcement: In addition to any other enforcement powers given to the Association hereunder, the Association, the Declarant or any Owner, shall have the right at any time, to bring legal or equitable proceedings for the enforcement against any person violating the provisions of this Article. In the event such legal action becomes necessary, the Owner of the Unit or Units which the violations have taken place shall be responsible for all costs on such enforcement including

all attorneys fees and costs of correcting the violation and such costs shall constitute a lien upon the Unit.

ARTICLE IV

POWERS OF THE EXECUTIVE BOARD OF THE ASSOCIATION

Section 4.1 Powers and Authority: The Board shall have all of the powers set forth in this Declaration, the Act, the Articles of Incorporation and the Bylaws together with the general powers of a nonprofit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth therein, to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing.

(a.) The Board shall have the power and authority at anytime, and from time to time, after giving reasonable notice to an Owner and an opportunity to comply or cure, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any such area if for any reason whatsoever the Owner involved fails to maintain and repair as required. The Board shall also have the power and authority, from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach, or threatened breach of this Declaration and the Aspen View Rules and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration and the Aspen View Rules.

(b.) In fulfilling any of its obligations or duties under the Declaration the Board shall have the power and authority:

(i) to contract and pay for, or otherwise provide for, such utility services, including, but without limitation, water, electrical, telephone, trash removal and gas services, as may from time to time be required;

(ii) to contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and nonprofessional services as the Association deems necessary; and

(iii) to contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor to the extent the Association deems necessary.

(iv) to pay and to discharge any and all liens from time to time placed or imposed upon any Common Elements on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

(c.) The Board shall have the power and authority from time to time to grant and convey to any third party such easements rights-of-way, parcels of strips of land, in, on, over or under the Common Elements, for the purpose of constructing, erecting, operating and maintaining thereon, therein and thereunder (1) roads, walks, and driveways, (2) wires and conduits for the transmission of electricity for lighting, heating, power, telephone, television and other purposes and for the necessary attachments in connection therewith, and (3) private sewers, storm water drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection with the foregoing. The Board shall have the specific authority to convey or dedicate to the Town of Blue River, Colorado, its successors and assigns, all or any portion of the Common Elements on such terms as the Board may deem appropriate for the benefit of the Owners.

(d.) The Board may, from time to time, employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Colorado and upon such conditions as are otherwise deemed advisable by the Board, the Board may delegate to the manager any of its powers under this Declaration.

(e.) The Board may, from time to time, appoint standing and ad hoc committees from among the Owners as it deems necessary and desirable and delegate its duties hereunder to such committees.

(f.) The Board may, from time to time, and subject to the provisions of this Declaration adopt, amend, and repeal rules and regulations, to be known as the "Aspen View Rules" governing the use of and occupation of the Real Estate and Units thereon and such other matters as the Board may, from time to time, deem necessary or desirable.

(g.) The Board may from time to time impose fines on Owners for violations of the Aspen View Rules, and if unpaid, file assessments against such Owner's Lot for the amounts thereof together with the collection of any costs incurred thereby.

(h.) The Board shall have the right, from time to time, to pay, compromise or contest any and all taxes and assessments levied against all or any part of any Common Elements or upon any real or personal property belonging to the Association.

Section 4.2 Assignment of Future Income: The Association may assign its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of the Unit Owners of Units to which at least 75 percent of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE V

DEDICATION OF THE COMMON ELEMENTS

Section 5.1 The Declarant in recording the Plat of the Aspen View Subdivision, has designated certain areas of land intended for use by the Owners in the Aspen View Subdivision, herein referred to as the Common Elements. Except as otherwise specifically provided herein, the designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Owners in the Aspen View Subdivision, as more fully provided in Article IV hereof, subject to the limitations set forth therein.

Section 5.2 The Declarant shall convey the Common Elements referred to on the recorded Plat to the Association prior to the conveyance of the first Unit.

ARTICLE VI

RIGHTS IN THE COMMON ELEMENTS

Section 6.1 Owners' Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Unit, subject to the right of the Declarant or the Association to dedicate, transfer, assign, or grant permission to use all or any part of the Common Elements by any governmental subdivision, public agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to.

Section 6.2 Delegation of Use: Any Owner may delegate, but only in accordance with, and subject to the limitations of the Articles of Incorporation, the Bylaws of the Association, and the Aspen View Rules, promulgated in accordance herewith, his right of enjoyment to the Common Elements to the members of his family, guests, or contract purchasers who reside on the Aspen View Subdivision.

ARTICLE VII

EASEMENTS AND LICENSES

Section 7.1 Easements for Ingress and Egress: The Declarant hereby grants as an appurtenance to each Unit, an easement of ingress and egress to assure access from a road to each Unit, such road not being part of, or an easement upon, the Real Estate.

Section 7.2 Easement for Access to Common Elements: The Declarant further hereby grants as an appurtenance to each Unit, an easement for access to the Common Elements as described on the Plat.

Section 7.3 Reservation of Easements, Exceptions, and Exclusions: The Declarant reserves to itself and also grants to the Board the right to establish from time to time by dedication or otherwise, utility and other easements across the Common Elements and property owned by the Declarant or the Board for purposes including, but not limited to, roads, drainage, irrigation, recreation, parking, and to create other reservations, and exceptions, except exclusions specifically provided in Section 12.01 hereof.

Section 7.4 Further Reservation: The Declarant further reserves the right to establish from time to time by dedication or otherwise, utility and other easements, and other reservations, exceptions, and exclusions convenient or necessary for the use and operation of any other property submitted to this Declaration.

ARTICLE VIII

INCIDENTS OF UNIT OWNERSHIP

Section 8.1 Number of Units: The total maximum number of Units in the Real Estate shall be seventeen (17); which shall consist of a maximum of seventeen (17) single family dwellings.

Section 8.2 Title: Title to a Unit may be held or owned by any person or persons and any entity or entities and in any manner in which title to real property may be held or owned in the State of Colorado.

Section 8.3 Inseparability: Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit and house thereon shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance respectively of the entire Unit, including each easement, or license, designated for exclusive Owner use, together with all other appurtenant rights created by law or by this Declaration.

Section 8.4 No Partition: The Common Elements shall be owned by the Association, and neither any Owner, group of Owners, nor the Association shall bring any action for partition or division of such areas. Additionally, any voluntary partitioning of a Unit is prohibited.

Section 8.5 Maintenance, Repair and Replacement of Units: All damaged improvements shall be restored to substantially the same condition in which they existed prior to the damage. All maintenance, repairs, or replacements of any Unit or any structure thereon shall be at the expense of its Owner. This Declaration establishes no duty upon the Association or the Declarant to maintain, repair, or replace any Unit or any structure thereon, and vests no rights in Owners or any other person as against the Board, the Association, or the Declarant.

ARTICLE IX

ASSESSMENTS

Section 9.1 Personal Obligation for Assessments: All Owners covenant and agree, and shall be personally obligated, to pay to the Association: (a) quarterly common expense assessments, in advance, imposed by the Association to meet the common expense and reserve requirements of the Association; (b) special assessments, pursuant to Section 9.7 of this Declaration; (c) individual purpose assessments, pursuant to Section 9.8 of this Declaration; and (d) other charges, costs, interest, fees and assessments, including without limitation default assessments, as provided in this Declaration. All Owners of each Unit shall be jointly and severally liable to the Association for the payment of all assessments, charges, costs, interest and fees attributable to their Unit. The payment of any and all assessments is an independent covenant, with all assessments payable in full, when due, without notice (except as otherwise expressly provided in this Declaration) or demand, and without setoff or deduction. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the assessments, charges and fees provided for herein by nonuse of the Common Elements or the facilities contained therein or by abandonment or leasing of his Unit. The payment of assessments is an independent covenant with all assessments payable in full, when due, without demand or notice, except as otherwise provided in this Declaration, and without setoff or deduction. In addition to the foregoing assessments, charges and fees, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental subdivisions against his Unit.

Section 9.2 Allocation of Expense: All assessments of common expenses (other than individual purpose assessments and default assessments) will be allocated among the Units on an equal basis.

Section 9.3 Assessments for Common Expenses: Budgets:

(a) After any assessment has been made by the Association, assessments shall be payable quarterly, in advance, with the amount of the assessments to be determined by the Executive Board from time to time (but no less frequently than annually) based on a budget adopted from time to time by the Association (but no less frequently than annually). The Executive Board of the Association shall prepare each proposed budget assuming the Association's books and records are maintained on an accrual basis, to provide for the payment of all estimated expenses, costs and fees for the duties described in Section 4.1 of this Declaration and for other costs, fees and expenses, related to or connected with the administration, maintenance, ownership, repair, operation, addition, alteration and improvement of the Real Estate, the Common Elements real or personal property owned by the Association, and any other obligations which may be undertaken by the Association. The amount of said advance budget may include, but shall not be limited to: expenses of management; premiums for insurance; landscaping and care of the common grounds; common lighting; maintenance, repair, replacement and renovation of the Common Elements; wages; charges for utilities; taxes, legal and accounting fees; management fees; costs, expenses and liabilities incurred by the Association's Executive Board on behalf of the Owners or otherwise arising under or by reason of this Declaration, the Articles or By-laws of the Association; the creation of reasonable reserves, working capital and/or sinking funds; reimbursement for or payment of any operating deficit, loss, or unbudgeted expenses incurred by the Association; and any and all other costs and expenses relating to the Common Elements, real or personal property owned by the Association, and/or any other obligations undertaken by the Association.

(b) Within 30 days after adoption of any proposed budget, the Executive Board shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of Owners to consider ratification of the budget not less than 14 nor more than 60 days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

Section 9.4 Reserves: The Association shall establish an adequate reserve fund for the maintenance, repair and replacement of those Common Elements that must be periodically maintained,

repaired or replaced, and for payment of insurance deductibles. Such reserves shall be included in the budget and funded through the quarterly common expense assessments.

Section 9.5 Date of Payment of Quarterly Common Expense Assessments: The quarterly common expense assessments shall be due and payable on the first day of each quarter, in advance, or on such other dates, and with such frequency (but no less frequently than annually), as may be set by the Executive Board of the Association from time to time.

Section 9.6 Rate of Assessment: Both quarterly common expense and special assessments shall be fixed at such rates as will be sufficient to meet the advance budget of the Association, as provided in Section 9.3 hereof.

Section 9.7 Special Assessments: In addition to the quarterly common expense assessments authorized above, the Executive Board of the Association may at any time, from time to time, determine, levy and assess a special assessment for the purpose of defraying, in whole or in part, payments for any operating deficit, loss or unbudgeted expense, and/or unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition, replacement, management, administration, or maintenance of the Common Elements including without limitation any fixtures and personal property related thereto. Special assessments shall be based on a budget adopted in accordance with Section 9.3; provided that if necessary, the Association may adopt a new budget pursuant to Section 9.3 prior to levying a special assessment. Such special assessment(s) shall be due and payable as determined by the Association's Executive Board.

Section 9.8 Individual Purpose Assessments:

(a) In addition to the common expense and special assessments as hereinabove provided, the Executive Board of the Association may at any time, or from time to time, levy and collect assessments against any one or more, but fewer than all, of the Units, for any matters applicable only to such Units. Such individual purpose assessments may be levied against Units to pay or reimburse the Association for any costs, expenses, fees, reserves, and other charges, incurred or reasonably anticipated to be incurred by the Association, for management, control, administration, maintenance, repair, replacement and improvement, or any other purpose, of or with respect to any matter pertaining to the Unit(s) against which such individual purpose assessment is levied.

(b) The amounts determined, levied and assessed pursuant to this Section 9.3 shall be due and payable as determined by the Executive Board of the Association provided that written notice

setting forth the amount of such individual purpose assessment for each Unit and the due date(s) for payment thereof shall be given to the Owners of the affected Units not less than thirty (30) days prior to the due date.

Section 9.9 Working Fund: The Association or Declarant shall require the first Owner of each Unit (other than Declarant) to make a non-refundable payment to the Association in an amount equal to one-quarter of the annual Common Expense Assessment against that Unit in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Unit, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of his Unit, an Owner shall be entitled to a credit from his transferee for any unused portion of the aforesaid working fund.

Section 9.10 Lien for Assessments:

(a) Under the Common Interest Act, the Association has a statutory lien on a Unit for any assessments levied against that Unit and for fines imposed against its Owner from the time each assessment or fine becomes due. In addition, fees, charges, late charges, attorneys fees, fines and interest charged pursuant to this Declaration or the Common Interest Act are enforceable as assessments. 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.

(b) The statutory lien for assessments is prior to all other liens and encumbrances on a Unit except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit.

(c) Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a First Mortgage to the extent of (i) an amount equal to the common expense assessments based on a periodic budget adopted by the Association pursuant to Section 9.3 which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the statutory lien, but in no event shall the priority accorded under this subsection (i) to such statutory lien exceed 150% of the average monthly assessment during the immediately preceding fiscal year multiplied by 6; and (ii) attorneys fees and costs being incurred in an action to enforce the statutory lien.

(d) The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required; however, a notice of lien may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such notice of lien shall be assessed against the Owner and his Unit as a default assessment.

Section 9.11 Effect of Non-Payment of Assessments: Any assessments, charges, costs of fees provided for in this Declaration, including, without limitation, any default assessment arising under any provision of this Declaration, which are not fully paid within ten (10) days after the due date thereof, will bear interest from the due date at the rate of twenty-one (21%) per annum, or at such other rate as may be set by the Association from time to time (subject to any limits imposed by law), and the Association may assess a monthly late charge thereon. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges, costs or fees, and may also proceed to foreclose its lien against such Owner's Unit in the manner of a mortgage upon such property. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges, costs or fees, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. In the event that any such assessment, charge, cost or fee, is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross claim for such relief in any action) against an Owner personally obligated to pay the same, or shall proceed to foreclose its lien against the particular Unit, then all unpaid assessments, charges and fees, any and all late charges and accrued interest under this Section 7.10, the Association's costs, expenses and reasonable attorney's fees incurred in collection efforts, and the Association's costs of suit, expenses and reasonable attorney's and other professional fees incurred for any such action and/or foreclosure proceedings, and any other costs which may be authorized by a court of competent jurisdiction shall be taxed by the court as a part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. In any action brought by the

Association (or counterclaim or cross claim brought by the Association) to collect assessments or to foreclose a lien for unpaid assessments, the Association shall be entitled to have a receiver of the owner to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The Court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's common expense assessments.

Section 9.12 Successor's Liability for Assessments: Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Unit shall not affect the lien for assessments, charges, costs or fees levied hereunder, except that sale or transfer of a Unit pursuant to foreclosure of a First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of Association assessments, but not the personal obligation of the Owner for the payment of assessments, which became due after the recording of the First Mortgage and prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof except to the extent the lien of the Association has priority over the First Mortgage under Section 9.10; provided, however, that any such assessments, charges, costs or fees which are extinguished as provided herein may be reallocated and assessed to all Units as a common expense. Further, no First Mortgagee shall be personally liable for any unpaid assessments, charges, costs or fees, or portion thereof, accruing against a Unit prior to the time such First Mortgagee takes title to such Unit pursuant to any remedy provided in its First Mortgage or by law. No such sale, transfer, foreclosure or any proceeding in lieu thereof, shall relieve any Owner from liability for any assessments, charges, costs or fees, or any portion thereof, thereafter becoming due, nor such Owner's Unit from the lien for such subsequent assessments, charges, costs and fees.

Section 9.13 Homestead Waiver: The Association's lien on a Unit for assessments, charges, costs and fees, provided for herein, shall be superior to any homestead exemption as is now or may hereafter be provided by state or federal law. The acceptance of a deed to a Unit shall constitute a waiver of the homestead exemption against all such assessments, charges, costs and fees.

Section 9.14 First Mortgagees May Pay Assessments and Cure Defaults: If any assessment on a Unit shall not be paid by the Owner thereof within thirty (30) days after the same is due, or if a default by any Owner of any provision of this Declaration, the Articles or By-laws of the Association, shall not be cured within thirty (30) days after written notice thereof is given to such Owner, then any First Mortgagee may (but shall not be required to) pay such assessment, together with any other amounts secured by the Association's lien created by this Article VII, and may (but shall not be required to) cure any such default.

Section 9.15 Statement Regarding Assessments: The Association shall furnish to an Owner or such Owner's designee or to a holder of a Security Interest or its designee upon written request, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of any unpaid assessments currently levied against such Owner's Unit. The statement shall be furnished within 14 business days after receipt of the request and is binding on the Association, the Executive Board and every Owner. If no statement is furnished to the Owner or holder of a Security Interest or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a priority lien upon the Unit for unpaid assessments which were due as of the date of the request.

Section 9.16 Liens: It is possible that liens other than mechanics' liens and assessment liens may be obtained against the Common Elements, including without limitation judgment liens and purchase money mortgage liens.

ARTICLE X

INSURANCE

Section 10.1 Insurance on Common Elements. Commencing not later than the time of the conveyance of the Common Elements to the Association, the Association shall maintain the following types of insurance for the benefit of the Owners to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as a common expense.

(a) A comprehensive policy of public liability insurance covering the Common Elements insuring the Association, its officers, agents and employees in an amount not less than One Million Dollars (\$1,000,000.00) covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insured's for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of the Common Elements.

(b) A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, in an amount at least equal to the estimated maximum of funds, including reserves, in the custody of the Association at

any given time. Such fidelity coverage or bonds shall meet the following requirements;

(i) all such fidelity coverage or bonds shall name the Association as an obligee;

(ii) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subparagraph (b).

(c) A policy providing personal liability insurance to protect directors and officers of the Association, members of the Architectural Control Committee or any other agents or employees of the Association from personal liability in relation to their duties and responsibilities in acting on behalf of the Association.

(d) In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available.

ARTICLE XI

RESTRICTIVE COVENANTS

Section 11.1 Residential Use: Units shall be used for residential purposes only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner may use his Unit for a professional or home occupation, so long as the applicable zoning permits such use, there is no external evidence thereof, and no unreasonable inconvenience to other residents of Units is created thereby.

Section 11.2 Household Pets: No animals, livestock, poultry or insects, of any kind, shall be raised, bred, kept or boarded in or on the Real Estate; provided, however, that a reasonable number of dogs, cats or other household pets may be kept in any Unit, only by Owners, so long as they are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to other Owners, and in compliance with ordinances of the County of Summit. The Association shall have and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial

purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance to other Owners, or that an Owner is otherwise in violation of this Section 11.2, and to take such action or actions as it deems reasonably necessary to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such Owner's pet(s), as well as any costs incurred by the Association as a result of such pet(s), and any such amounts shall be and constitute a default assessment subject to and enforceable by the Association in accordance with this Declaration. The Association may, by the adoption of rules or regulations, prohibit guest or tenants of Owners from keeping pets of any kind in a Unit. The Association shall have the further authority to cause pets to be removed from a Unit at the Owner's expense and to impose a fine upon a Unit Owner for violation of such rules and regulations.

Section 11.3 Use of Common Elements. Subject to the rights of Declarant as provided in this Declaration, there shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association. Nothing shall be altered on, constructed in or removed from the Common Elements without the prior written approval of the Executive Board of the Association.

Section 11.4 Exterior Changes. No exterior additions to, alterations or decoration of the Unit, including but not limited to any structural alterations to any Unit, nor any changes in fences, hedges, walls or other structures, nor installation of window mounted air conditioning units or awnings or any exterior improvement of any type shall be commenced, erected, placed or maintained, without the prior written approval of the Executive Board of the Association or the Architectural Control Committee.

Section 11.5 Signs and Advertising. No signs, advertising, billboards, unsightly objects or nuisances of any kind shall be placed, erected or permitted to remain in or on any Unit, nor shall any sign(s) be permitted in or on the Common Elements, without the prior written approval of the Association.

Section 11.6 Vehicles and Miscellaneous Equipment: Automobiles, trucks, pickups, campers, motorbikes or motorcycles, trail bikes, trailers, snowmobiles, or any other vehicle of any type, except bicycles, shall be parked, stored, or operated upon the Real Estate only in accordance with such rules and regulations as may be adopted by the Executive Board or the Association.

Section 11.7 Maintenance of Natural Condition: All surface areas disturbed by constructions shall be returned promptly to their natural condition; which shall require the planting of replacement trees, shrubs, grasses and flowers. All other surface areas shall be maintained in their natural condition.

Section 11.8 Service Yards: All clothes lines, equipment, service yards, woodpiles, or storage piles on any Units in the Subdivision shall be kept screened by planting or fencing so as to conceal them from the view of neighboring Units and roads. Abandoned vehicles shall be removed from all Units by the Owners. No trailer, automobile, or other vehicle or boat shall be constructed, reconstructed, or repaired upon any private area in such a manner that such construction, reconstruction or repair is visible from neighboring Units or roads.

Section 11.9 Underground Utility Lines: All utility lines within the limits of the Subdivision must be buried underground and may not be carried on overhead poles nor above the surface of the ground. Such utilities include, but are not limited to, water, gas, electric, telephone, intercoms and television cable.

Section 11.10 Trash and Sewage: No trash, ashes, or other refuse or debris may be thrown or dumped on the Property. The burning of refuse out-of-doors shall not be permitted. No incinerators or other device for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Board. Waste materials, garbage, and trash shall be kept in sanitary containers and shall be enclosed and screened from public view and protected from disturbance and shall be disposed of with reasonable promptness. The Owner of any Lot subject to these covenants shall keep the premises free of trash, refuse, noxious weeds, or debris of any kind, whether said Lot is vacant or improved.

Section 11.11 Continuity of Construction: All structures commenced shall be prosecuted diligently to completion.

Section 11.12 Noxious, Annoying or Offensive Activity: No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done or placed on the Real Estate which creates a disturbance or annoyance to others. No lights shall be emitted from any Unit which are unreasonably bright or cause unreasonable glare; no sound shall be emitted from any Unit which is unreasonable loud or annoying; and no odor shall be emitted from any Unit which is noxious or offensive to others. Nothing shall be done or permitted to be done on the Aspen View Subdivision which is a nuisance or might become a nuisance to an Owner or Owners.

Section 11.13 Wells and Septic Systems: No wells or septic systems may be located on any Unit. All Units shall be required to utilize the common sewer and water systems provided in the Subdivision.

Section 11.14 Towers, Antennas and Satellite Dishes: No towers or radio or television antennas higher than the roof line of the dwelling house shall be erected on any Unit. No towers,

antennas or satellite dishes shall be erected on any Unit without the prior approval of the Architectural Control Committee.

Section 11.15 Nuisances: No nuisance shall be allowed on the Real Estate, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Real Estate by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant in regard to the completion of the Real Estate. All parts of the Real Estate shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Real Estate or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Real Estate, or any portion thereof, shall be observed.

Section 11.16 Combining Lots: If two or more contiguous Units are owned by the same Owner or Owners, they may be combined into one or more larger residential Lots by means of a written document executed and acknowledged by all of the Owners thereof, approved by the Board, and recorded in the real property records of Summit County, Colorado. Thereafter, the new and larger Unit or Units shall each be considered as one Unit for the purposes of the Declaration.

Section 11.17 Natural State: No hunting or other similar disturbance of the natural state of the Real Estate, including the removal of living trees or portions thereof, is permitted without the consent in writing of the Board.

Section 11.18 Maintenance of Improvements: Each Owner of each Unit shall maintain the building or improvements thereon, including walkways, paving and fencing in good condition, making all appropriate repairs and replacements as often as the same shall become necessary.

Section 11.19 Size: All Single Family Dwellings shall contain a minimum of fifteen hundred (1,500) square feet of living area, excluding decks, balconies and garages, except and unless the Committee or the Board determines that there are special circumstances or unique design solutions which require a variance therefrom.

Section 11.20 Height of Structures: No portion of a structure may exceed a true vertical of thirty feet (30'). In order to determine the height of a structure, the highest and lowest elevations where a structure intersects the ground surface shall be determined, and the average between these elevations calculated. Ground surface elevations shall be determined using finished grade, excluding any berming against the structure. The difference

between the average ground surface elevation for the structure and the highest point of the structure above finished grade shall be calculated. In the event the Board or Committee determines that there are special circumstances or unique design solutions, they shall be authorized to grant a variance from these height limitations.

ARTICLE XII

DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 12.01 Development Rights and Special Declarant Rights: The Declarant reserves the following Development Rights and other Special Declarant Rights for the maximum time unit allowed by law:

(a) The right to maintain signs on the Units to advertise the sale of Units in the Real Estate;

(b) The right to use and to permit others to use easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration; and

(c) The right to appoint or remove any officer of the Association or any Board member during the Declarant Control Period consistent with the Act.

Section 12.02 Limitations on Development Rights and Special Declarant Rights: Unless sooner terminated by a recorded instrument signed by the Declarant, any Development Right or Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

ARTICLE XIII

BURDENS AND BENEFITS OF DECLARATION

Section 13.1 Term: The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 13.2 Covenants Running with Real Estate: The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Real Estate.

Section 13.3 Binding Upon and Inure to the Successors: The benefits, burdens and all other provisions contained in this

Declaration shall be binding upon, and inure to the benefit of Declarant, the Association and all Owners their respective heirs, executors, administrators, personal representatives, successors and assigns. Any right or any interest reserved or contained in this Declaration to or for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one or more of such rights or interests, to any person, corporation, partnership, association or other entity, in accordance with the provisions of the Common Interest Act.

ARTICLE XIV

AMENDMENT OF DECLARATION

Section 14.1 Amendment: Except for Amendments that may be executed by Declarant or by the Association under the provisions of this Declaration or the Common Interest Act, the provisions of this Declaration and/or the Plat may be amended, in whole or in part, at anytime and from time to time, by vote or agreement of Owners holding at least seventy-five percent (75%) of the votes in the Association. Every Amendment to the Declaration and/or the Plat must be recorded in the office of the Clerk and Recorder of the County of Summit and is effective only upon recording. Except to the extent expressly permitted by the Common Interest Act, no Amendment may create or increase any special Declarant's rights, increase the number of Units in the Real Estate, or change the boundaries of any Unit or the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Owners. Amendments to the Declaration required by this Article to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

Section 14.2 Technical Amendment: To the extent allowed by the Common Interest Act, Declarant hereby reserves and is granted the right and power to record, without the approval or consent of any Owner, First Mortgagee, or any other person or entity, technical amendments to this Declaration, the Plat, Articles and/or By-laws of the Association, at any time prior to the conveyance by the Declarant of all Units to the Owners (other than Declarant) or ten (10) years from the date this Declaration is recorded in the County of Summit, Colorado, whichever occurs first, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of this Declaration.

Section 14.3 Special Amendment: To the extent allowed by the Common Interest Act, Declarant hereby reserves and is granted the right and power to record, without the approval or consent of any Owner, First Mortgagee, or any other person or entity, special

amendments to this Declaration, the Articles and/or By-laws of the Association, at any time prior to the conveyance by Declarant of all Units to Owners other than Declarant or ten (10) years after the date this Declaration is recorded in the County of Summit, Colorado, whichever occurs first, in order to comply with any requirements of any of the Agencies or to induce any of the Agencies to make, purchase, sell, insure, or guarantee one or more First Mortgages.

Section 14.4 Recording of Amendments: To be effective, all amendments to or revocation or termination of this Declaration or the Plat must be recorded in the office of the Clerk and Recorder of the County of Summit, Colorado, and must contain evidence of the required approval thereof. The recordation of a certificate of the Secretary of the Association, certifying that Owners representing the requisite percentage of the Units, and the requisite percentage of First Mortgagees, if required, have consented to the amendment shall satisfy the requirement of evidence of the required approval.

ARTICLE XV

MISCELLANEOUS

Section 15.1 Period of Ownership: The ownership created by this Declaration and the Plat shall continue until this Declaration is terminated in any manner provided in this Declaration or by law.

Section 15.2 Supplemental to Colorado Common Interest Ownership Act: The provisions of this Declaration shall be in addition and supplemental to the Colorado Common Interest Ownership Act, as it may be amended from time to time, and to all other applicable provisions of law.

Section 15.3 Conveyance of Units: All Units, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way and all other terms and provisions contained in this Declaration, as it may be amended from time to time.

Section 15.4 Enforcement: Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles, By-laws or rules and regulations of the Association, as amended, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect charges for the violation of any provision of any of the aforesaid documents, which charges shall be a perpetual lien in favor of the Association against each Unit, as more fully provided

in Article IX hereof; in any such action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the court.

Section 15.5 Notices: Registration of Mailing Address: Each Owner and each First Mortgagee, insurer or guarantor of a First Mortgage, shall register his mailing address with the Association, and notices or demands intended to be served upon the Association, any such Owner, First Mortgagee, insurer or guarantor shall be delivered by messenger or sent by first class mail, postage prepaid, addressed to the Association at its address set forth below (or such other address of which it gives notice) or to such other person or entity addressed in the name of such person or entity, at such registered address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit. The address for the Association shall be the address of its registered agent which (until changed in accordance with the Colorado Nonprofit Corporation Act) shall be: P.O. Drawer 549, 1000 N. Summit Boulevard, Suite 210, Frisco, Colorado 80443.

Section 15.6 Non-Waiver: Failure by Declarant, the Association, any Owner, First Mortgagee or any other person or entity to enforce any covenant, condition, restriction, easement, reservation, right-of-way or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 15.7 Severability: The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

Section 15.8 Number and Gender: Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 15.9 Captions: The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted herein only as a matter of convenience and for reference, and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration or the intent of any provision hereof.

Section 15.10 Conflicts in Documents: In case of any conflict between this Declaration and the Articles or By-laws of

