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Kim Bonner, Routt County, CO

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
EAGLE'S VISTA SUBDIVISION
(A COMMON INTEREST COMMUNITY)**

Declarant: Zeitem, Inc., a Colorado corporation

Association: Eagle's Vista Subdivision Association

Type of
Common Interest
Community: Planned Community

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
EAGLE'S VISTA SUBDIVISION ASSOCIATION
(A COMMON INTEREST COMMUNITY)**

This Declaration of Covenants, Conditions, Restrictions and Easements for Eagle's Vista Subdivision (a common interest community) ("Declaration") is made by Zeitern, Inc., a Colorado corporation (the "Declarant"), effective as of the date recorded with the Clerk and Recorder of Routt County, Colorado ("Clerk and Recorder").

Recitals

A. Declarant owns the real property ("Property") described as follows:

See Exhibit A, attached hereto and by this reference made a part hereof.

B. Declarant wishes to create a residential development on the Property in which portions of the Property will be maintained by an association of owners.

C. Because the community contains no more than twenty units and is not subject to any development rights, pursuant to C.R.S. 38-33.3-116(2), this Declaration and the Property are not subject to the Colorado Common Interest Ownership Act ("Act"), except for §§38-33.3-105 to 107.

D. Declarant has caused or will cause the Eagle's Vista Subdivision Association, a Colorado nonprofit corporation ("Association") to be incorporated for the purpose of performing the functions set forth in this Declaration.

Declaration

1. DEFINITIONS

1.1 General. The following sections define words and phrases which, as used in this Declaration, have the meaning set forth below. Other terms in this Declaration may be defined in specific provisions of the Declaration and shall have the meaning assigned by such definition. Defined words and phrases are indicated in this Declaration by capitalizing the first letter of a defined word or of each word in a defined phrase.

1.2 Assessments. "Assessments" means all annual Common Expense assessments, special assessments and other assessments of the Association provided for in this Declaration.

1.3 Association. "Association" means Eagle's Vista Subdivision Association, its successors and assigns.

1.4 Board. "Board" means the board of directors for the Association.

1.5 Bylaws. "Bylaws" means any instrument, however denominated, which are adopted by the Association for the regulation and management of the Association, including amendments to those instruments

1.6. Clerk and Recorder. "Clerk and Recorder" means the Clerk and Recorder of Routt County, Colorado.

1.7 Common Elements. "Common Elements" means any Property within the Common Interest Community now or hereafter owned or leased by the Association, as depicted on the Plat.

1.8. Common Expenses. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, specifically including but not limited to: costs of managing, operating, improving, maintaining, repairing and replacing the Common Element and any other portion of the Property for which the Association is responsible under this Declaration; the cost of casualty, public liability and other insurance for the Common Element; legal and accounting fees incurred by the Association; administrative, management and operational fees, expenses and liabilities incurred by the Association; payment of any deficit remaining from a previous assessment; the creation and maintenance of a reasonable contingency reserve; other sums declared to be Common Expenses under this Declaration; and such other expenses or liabilities which are for the common benefit of the Lot Owners or the maintenance of property values and which are declared to be Common Expenses by the Association's Board.

1.9 Common Interest Community. "Common Interest Community" means all real property subject to this Declaration.

1.10 Declarant. "Declarant" means Zeitern, Inc., a Colorado corporation and its respective successors and assigns.

1.11 Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements for Eagle's Vista Subdivision (a common interest community), together with any amendments and supplements.

1.12 Design Review Committee. "Design Review Committee" means the committee provided for in Article 7 of this Declaration for the purpose of administering architectural approval.

1.13 Fines. "Fines" means any monetary penalty imposed by the Board against a Lot Owner because of a violation of this Declaration, the Articles of Incorporation of the Association, its Bylaws or the Rules and Regulations by such Lot Owner, a member of the Lot Owner's family or a tenant or guest of the Lot Owner or a member of a family of a tenant of a Lot Owner.

1.14 First Mortgage. "First Mortgage" means a Mortgage which is prior to all other liens and security interests, except the lien of real property taxes and assessments made by any governmental authority having jurisdiction over the Property.

1.15 First Mortgagee. "First Mortgagee" means the grantee, beneficiary or assignee of a First Mortgage.

1.16 Improvements. "Improvements" means all of the following located or occurring on any Lot: Residences, buildings, structures, fences, walls, hedges, plantings, landscaping, gardens, lighting, poles, driveways, sidewalks, patios, signs, changes in any exterior color or shape, excavation and site work, removal of trees or plantings, and any new exterior construction or exterior improvement on a Lot which may not be included in the foregoing. "Improvements" include both original improvements and all later changes and improvements on a Lot.

1.17 Lot or Lots. "Lot" or "Lots" means a physical portion of the Property which is designated for separate ownership or occupancy, and the boundaries and identifying number of which are described in or determined from a declaration and a plat. "Lot" or "Lots" have the same meaning as the words "Unit" and "Units" used in the Act.

1.18 Member. "Member" means the Person, or if more than one, all Persons collectively, who constitute the Owner of a Lot.

1.19 Mortgage. "Mortgage" means any mortgage, deed of trust or other security instrument recorded in the records of the Clerk and Recorder by which a Lot or any part thereof is encumbered.

1.20 Mortgagee. "Mortgagee" means the grantee, beneficiary or assignee of a Mortgage.

1.21 Neighborhood Standard. "Neighborhood Standard" means the standard of conduct, maintenance, or other activity generally prevailing in the Common Interest Community, or the minimum standards established under the governing documents applicable to the Common Interest Community, whichever is the higher standard. The Neighborhood Standard may contain both objective and subjective elements, and may evolve as the needs and desires within the Common Interest Community change.

1.22. Open Space. "Open Space" means that certain Open Space as designated on the Plat, which will be conveyed by Declarant to the Association and will constitute Common Element.

1.23 Owner or Lot Owner. "Owner" or "Lot Owner" means the Declarant or other Person who owns a Lot but does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the Owner of any Lot created in any declaration and a plat until that Lot is conveyed to another Person.

1.24 Person. "Person" means any natural person, corporation, partnership, limited liability company, governmental entity, association, trust, or any other entity or combination thereof.

1.25, Plat. "Plat" means the Final Plat Eagle's Vista Subdivision recorded with the Clerk and Recorder November 29, 2018 at Reception No. 795570, together with all amendments, supplements and replats.

1.26 Property. "Property" means the real property described in Recital A above, and such other real property as is made subject to this Declaration.

1.27 Purchaser. "Purchaser" means a Person, other than the Declarant, who, by means of a transfer, acquires a legal or equitable interest in a Lot, other than:

1.27.1 A leasehold interest in a Lot of less than 40 years, including renewal options, with the period of the leasehold interest, including renewal options, being measured from the date the initial term commences; or

1.27.2 A Security Interest.

1.28 Residence. "Residence" means a single-family residential dwelling constructed on a Lot.

1.29 Residential Use. "Residential Use" means use for dwelling but does not include Lots primarily used for commercial income from, or service to, the public.

1.30 Rules and Regulations. "Rules and Regulations" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Property, including any amendment to those instruments.

1.31 Security Interest. "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an 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 security for an obligation. "First Security Interest" shall mean and refer to a Security Interest in a Lot prior to all other Security Interests except the Security Interest for real property taxes and assessments made by Routt County, Colorado, or other governmental authority having jurisdiction over the Common Interest Community.

2. SUBMISSION OF PROPERTY

2.1 Declaration. The Declarant declares that the Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property or any portion thereof, their heirs, personal representatives, successors, and assigns. A description of all of the easements, covenants, conditions and restrictions and matters to which the Property is presently subject is made and contained in Exhibit "B" attached hereto and incorporated herein by this reference.

2.2 Plat. In addition, the Property shall be subject to the restrictions appearing on the Plat, and contained in any plans for the Common Interest Community on file with the City of Steamboat Springs, Colorado ("City").

3. COMMON INTEREST COMMUNITY

3.1 Name. The name of this Common Interest Community is Eagle's Vista Subdivision.

3.2 Association. The name of the Association is Eagle's Vista Subdivision Association, a Colorado nonprofit corporation.

3.3 Planned Community. The Common Interest Community is a planned community.

3.4 County. The name of every county in which any part of the Common Interest Community is situated is Routt County, Colorado.

3.5 Legal Description. The legal description of the Property initially included in the Common Interest Community is set forth in Recital A, above.

3.6 Boundaries of Lots. The boundaries and the identifying letter of each existing Lot are set forth on the Plat of the Property.

4. ASSOCIATION

4.1 Powers and Authority. The business and affairs of this Common Interest Community shall be managed by the Association. The Association shall have all of the powers and authority necessary and proper to manage the business and affairs of the Common Interest Community including, but not limited to, all powers set forth in the Colorado Revised Nonprofit Corporation Act, as that act may be subsequently amended. The Association's powers and authority include, but are not limited to:

4.1.1 The power and authority, acting through its Board, to adopt and amend budgets for revenues, expenditures, and reserves and collect Assessments from the Owners of Lots within the Common Interest Community;

4.1.2 The power and authority, acting through its Board, to assign its right to future income, including the right to receive Assessments, provided the Association determines that such assignment will not impair the ability of the Association to perform its duties under this Declaration.

4.1.3 The power and authority, acting through its Board, to adopt, amend and enforce Rules and Regulations for the Property, provided that such Rules and Regulations shall be uniformly applied.

4.1.4 The power and authority, acting through its Board, after notice and an opportunity to be heard, to levy reasonable Fines and penalties for violations of any provision of this Declaration, the Bylaws and Rules and Regulations. The remedies for collection of any such Fines and penalties shall be as provided in Article 6 below.

4.1.5 The power and authority, acting through its Board, to take any other actions as provided by this Declaration, Bylaws, Rules and Regulations, and other Association documents.

4.2 Membership and Allocation of Votes. All Lot Owners shall be members of the Association. The Association shall have one class of membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Lot shall be allocated one vote in the Association. When more than one Person holds a membership interest in any Lot, all such Persons shall be members. The votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5. MAINTENANCE

5.1 Common Elements. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements so that the Common Elements are aesthetically attractive, serve their intended purposes and comply with any requirements imposed by the City. The Association's cost to maintain, repair and replace the Common Elements shall be a Common Expense assessed against the Owners as part of the Assessments.

5.2 Lots. Each Owner shall maintain and keep in good repair all Improvements on the Owner's Lot. Such maintenance and repair shall be performed in a manner so that the Improvements are in a condition considered acceptable to the Association, and in a condition that meets the Neighborhood Standard and complies with this Declaration, and the Association's Rules and Regulations, and complies with any requirements imposed by the City.

5.3. Landscaping. The Owner of each Lot shall maintain, repair and replace in a manner that meets the Neighborhood Standard all exterior landscaping and irrigation systems on each Lot in a manner that meets the Neighborhood Standard.

5.4 Drainage. The Association shall maintain the drainage easements designated on the Plat, together with any drainage improvements located thereon, for the benefit of the Common Interest Community and all Lot Owners.

5.5. Snow Removal. Each Lot Owner shall remove snow as reasonably necessary from the sidewalks on any Lot, the driveways on any Lot, any walkway leading from the front door of the Residence to the adjacent street or driveway located on the Lot as provided by City ordinance or other governmental mandate.

5.6. Association's Right to Perform Work. In the event any Owner shall fail to satisfactorily perform any maintenance, repair or replacement obligations of such Owner, the Association may give written notice to the Owner of the work required to be performed, and, if such failure to perform the work continues for a period of 30 days after such notice has been given, the Association may enter upon the Lot and perform the necessary maintenance, repairs or replacements. The cost of any such maintenance, repair or replacement shall be the obligation of the Owner and shall be added to and become a part of the Assessment to which the Lot is subject and the Association shall have a lien to secure such Assessment as provided by the Act and this Declaration.

5.7. Easement to Perform Work. The Association and Declarant shall have an easement across and upon each Lot permitting the Association and Declarant, their agents, employees and independent contractors to enter upon the Lot as reasonably necessary in order to perform any work required of the Association under this Declaration and any work required of the Declarant. All persons performing such work shall use reasonable efforts to minimize interference with the Lot Owner's use and enjoyment of the Lot when performing such work.

5.8 Damage by Owner. Notwithstanding anything to the contrary contained in this Declaration, in the event any Association maintenance, repair or replacement referenced above is

caused by any act or omission of an Owner or a member of such Owner's family, or a guest, invitee or tenant of an Owner or a member of such tenant's family, the cost of such maintenance, repair or replacement, to the extent not covered by Association insurance, shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for the same shall be assessed to such Owner as part of the Assessment in Article 6.3 below.

6. ASSESSMENTS

6.1 Common Expense Assessments. The Association, through its Board, shall levy Common Expense Assessments against Lots within the Common Interest Community for (a) the purposes of promoting the recreation, health, safety and welfare of the Lot Owners, (b) the management, improvement, maintenance, repair and replacement of the Common Elements, including all improvements located in, on or under the Common Elements, (c) the maintenance, repair and replacement of those portions of the Lots and Residences for which the Association is responsible under this Declaration, (d) any other maintenance obligations or common services which may be deemed necessary by the Association for the common benefit of the Owners or the maintenance of property values, (e) insurance with respect to the Common Elements, (f) providing an adequate reserve fund for improvement, maintenance, repair, and replacement of the Common Elements, and any portions of the Lots and Residences for which the Association is responsible under this Declaration, (g) such reasonable administrative costs and overhead charges incurred by the Association, as well as enforcement and collection costs, and any management fee paid by the Association, related to the performance of the obligations and provisions of services referenced in this Declaration; (h) such other purposes as may be described in this Declaration, and (i) the payment of any other expenses incurred by the Association in performing its duties under this Declaration and the Colorado Revised Nonprofit Corporation Act. The assessment year shall be January 1 to December 31, unless a different fiscal year is chosen by the Association's Board. The Common Expense Assessments shall be made annually against all Lots based upon the Association's advance budget cash requirements needed by it to provide for administration and performance of its duties. The Common Expense Assessments shall be collected in periodic installments as determined by the Board. Within 90 days after adoption of any proposed budget for the Association, the Board shall mail, by ordinary first-class mail or otherwise deliver in the manner provided in Article 12.6 below, a summary of the budget to all Lot Owners and shall set a date for a meeting of the Lot Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Board shall give notice to the Owners of the meeting as allowed for in the Bylaws. The budget proposed by the Board does not require approval from the Owners. In the event of a deadlock of the Board, the periodic budget last adopted by the Board will continued until a subsequent budget is approved by the Board. If the Board, in its reasonable discretion, deems it necessary at any time following adoption of an annual budget to amend or modify that budget because of unexpected changes in the Association's costs, the need to repair or replace any Common Elements or other unforeseen circumstances, the Board may do so and copies of the revised budget (including the revised Common Expense Assessments) shall be sent to the Owners in the same manner as the original budget. The omission or failure of the Association to fix the annual Common Expense Assessments for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. Each Lot is encumbered by a **River Queen Lane Retaining Wall Agreement, recorded at Reception No. 795242 and re-recorded at Reception No. 795254 in the Routt County Clerk and**

Recorder's office, which requires the Association to make 20 annual payments in the amount of \$2,834.64 each to the City on March 15 of every year commencing upon preliminary acceptance of River Queen Lane and terminating twenty (20) years thereafter. The annual payment described herein will be adjusted annually based on the Denver/Boulder/Greeley CPI for all urban consumers. The payment to the City shall be a Common Expense Assessment.

6.2 Special Assessments. In addition to the annual Common Expense Assessments authorized above, the Association may levy, in any fiscal year, one or more Special Assessments, payable over such period of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements comprising part of the Common Elements for which the Association is responsible or part of the Lots for which the Association is responsible, provided that any such Special Assessment shall have the assent of at least 67% of the votes of those Members who constitute a quorum at a meeting duly called for this purpose.

6.3 Individual Assessments. The maintenance costs referenced in Articles 5.6 or 5.8 above shall be added to and become part of the Common Expense Assessment against the subject Owner's Lot. Similarly, Fines levied pursuant to this Declaration or the Rules and Regulations of the Association shall be added to the Common Expense Assessment against the Lot of the Owner subject to the same.

6.4 Allocation of Assessments. Assessments shall be allocated to the Lots in the Common Interest Community as follows: Each Lot's share of the liability for Assessments shall be a fraction of the total Assessments, the numerator of which shall be one and the denominator of which shall be the total number of Lots within the Common Interest Community.

6.5 Commencement of Assessments. The obligation to pay Assessments shall commence as to each Lot on the date that the Lot is conveyed by Declarant to a Purchaser. Assessments will not commence simultaneously for all Lots. As a result, Declarant shall subsidize the Association as necessary to offset any Common Expenses not otherwise payable from Assessments received by the Association until such time as the Assessments are sufficient to pay all Common Expenses. Upon the first conveyance of a Lot to a third party Purchaser, unrelated in any way to or associated with Declarant, the Purchaser shall make a payment contribution to the working capital and reserves of the Association in an amount equal to three annual installments of the annual Common Expense Assessments at the rate in effect at the time of the sale. Such payments to the working capital and reserves of the Association will not be considered advance payments of annual Common Expense Assessments.

6.6 Statement of Assessments. The Association shall, during business hours and for a reasonable fee as determined by the Board, furnish a statement setting forth the amount of unpaid Assessments against a Lot upon the request of the Lot Owner, the Mortgagee, or the designee of either. The request and the Association's response shall be hand delivered, sent by facsimile or other electronic transmission, or mailed by first class mail, postage prepaid. The Association's failure to furnish such statement of Assessments within 14 days of receipt of a request shall cause the

forfeiture of the Association's right to assert a lien of the priority provided by the Act upon the Lot for unpaid Assessments due as of the date of the request.

6.7 Exempt Property. The Common Elements and all properties dedicated to and accepted by the City or any other public authority are exempt from the Assessments in this Declaration, except no land or improvements devoted to Residential Use shall be exempt from the Assessments.

6.8 Personal Obligation. Each Lot Owner, by acceptance of the deed for any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay all Assessments. Such Assessments, including fees, charges, late charges, attorney fees, court costs, Fines and interest charged by the Association, shall be the personal, joint and several obligation of the Lot Owner at the time when the Assessment or other charges became due. The personal obligation to pay any sums due the Association shall not pass to a successor in title unless expressly assumed by the successor.

6.9 Default. Any Assessment, Fines, charge, fee, or penalty provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 10 days after the date due shall bear interest at 18% per annum or at such other lawful rate as may be set from time to time by the Board. In addition, the Board may assess a late charge thereon. Any Owner who fails to pay any Assessment, Fine, charge, interest, late charge, fee, or penalty of the Association shall also be obligated to pay to the Association all costs and expenses incurred by the Association, including reasonable attorneys' fees, in collecting the delinquent amount, whether or not suit is filed. The total amount due to the Association, including unpaid Assessments, Fines, fees, charges, penalties, interest, late payment charges, costs and attorneys' fees shall constitute a continuing lien on the defaulting Owner's Lot, which lien shall have such priority, rights and characteristics as provided in the Act. The Association may bring an action, at law or in equity, or both, against any Owner personally obligated to pay any amount due to the Association, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against a delinquent Owner to recover a money judgment for unpaid amounts due to the Association may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien. Foreclosure or attempted foreclosure of the Association's 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 amount due to the Association. Additionally, if any Owner does not timely pay Assessments, the Association in its discretion may suspend the voting rights of the Owner during the period of default and may also suspend the rights of the Owner (and the Owner's family, guests, lessees and invitees) to use the Common Elements (together with any facilities located on the Common Elements) during the period of default.

6.10 Homestead. The lien of the Assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or federal law. The acceptance of a deed to any Lot subject to this Declaration constitutes a waiver of the homestead exemption as against the Assessment lien.

6.11 No Offsets. All Assessments shall be payable as specified by the Association, and no offset or reduction shall be permitted for any reason including, without limitation, any claim that the Association or its Board is not properly performing its duties or exercising its powers under this Declaration.

7. DESIGN REVIEW

7.1 Composition of the Design Review Committee and Appointment. The Design Review Committee will consist of three (3) or more natural persons appointed by the Board, or the Declarant when the Declarant is in control. If no Design Review Committee is appointed, the Board shall act as the Design Review Committee. The power to appoint the Design Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Design Review Committee; appoint member(s) to the Design Review Committee on the occurrence of a vacancy therein, for whatever reason; and remove any member of the Design Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the power of removal, as may be set from time to time in the discretion of the Board.

7.2 Design Review Requirements; Authority of the Design Review Committee.

7.2.1 No Improvement may be constructed, erected, placed, altered, planted, applied, installed, or modified upon any Lot unless the Improvement is in full compliance with all provisions of the Governing Documents. Prior to constructing, erecting, placing, altering, planting, applying, installing, or modifying an Improvement upon any Lot, the Owner of the Lot must submit plans and specifications for the proposed Improvement to the Design Review Committee for review and consideration, and then receive approval in writing from the Design Review Committee before commencing any work, all in accordance with the Design Guidelines, if any.

7.2.2 The Design Review Committee shall endeavor to exercise its reasonable judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, residences, landscaping, and structures.

7.2.3 In its review of such plans, specifications, and other materials and information, the Design Review Committee may require that the applicant(s) pay an architectural review fee and/or reimburse the Design Review Committee for the actual expenses incurred in the review and approval process. Such amounts, if any, shall be collectible by the Association in the same manner as Assessments.

7.2.4 The Design Review Committee may delegate any or all design review to a professional architect, landscape architect, engineer, or other professional person who is qualified to review the issues raised in the application. If the Design Review Committee delegates its review to a professional, the applicant(s) must pay the fees reasonably incurred in retaining such professional. Such amounts, if any, shall be collectible by the Association in the same manner as Assessments.

7.2.5 In addition to the foregoing review and approval, the Owner must obtain the approval of all government entities with jurisdiction there over and all required permits, licenses, and approvals by all such entities.

7.3 Submission. The Design Review Committee may require that each application for approval comply with its requirements set forth in the Design Guidelines. Submission requirements shall include the following minimum items:

7.3.1 Three (3) copies of a site plan of the Lot showing the following:

- (a) Finished elevations of the Improvement(s);
- (b) A building footprint with dimensions from the front, rear, and side property lines within the Lot;
- (c) Private driveways to be constructed upon the Lot; and
- (d) Any existing structures on the Lot.

7.3.2 Three (3) sets of construction plans and specifications showing the following:

- (a) Floor plans of all levels of any Residence;
- (b) Total square footage for each level of any Residence;
- (c) Building elevations on all sides of the proposed Improvement(s) with detail showing the roof form and material, window locations, siding material, and door placement;
- (d) A written description of the materials to be used in the roof and exterior walls of the Improvement(s);
- (e) The size, type, and material to be incorporated in any fencing to be located on the Lot; and
- (f) The color of any paint or stain to be applied to the Improvement(s).

7.4 Design Guidelines. The Design Review Committee may propose Design Guidelines or revisions or amendments thereto, which may be approved by the Board, at any time and from time to time. Without limiting the generality of the foregoing, any such Design Guidelines may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Design Review Committee, may state procedural requirements, or may specify acceptable Improvements that may be installed without prior approval of the Design Review Committee.

7.5 Procedures. The Design Review Committee will review and approve in writing (which may be with conditions and/or requirements) or disapprove each request for architectural approval within sixty (60) days after the complete submission to the Design Review Committee of the plans and specifications and other materials and information which the Design Review Committee may require in conjunction therewith in accordance with Article 7.3 above or the design review procedures set forth in the Design Guidelines, if any. All decisions of the Design Review Committee shall be by a majority vote of its members. If the Design Review Committee fails to review and approve in writing or disapprove a request for architectural approval within sixty (60) days after the complete submission of the plans and specifications and other information requested

with respect thereto, the applicant shall have the right to request again in writing that the Design Review Committee render its decision.

7.6 Vote and Appeal. If the Board is not acting as the Design Review Committee, an Owner whose plans have been disapproved or conditionally approved by the Design Review Committee may appeal any decision of the Design Review Committee to the Board by submitting a written appeal to the Board within thirty (30) days of the date of such disapproval or conditional approval. The Board shall review the decision of the Design Review Committee pursuant to the criteria set forth in this Article and the Design Guidelines. Any decision of the Design Review Committee may be overruled and reversed on appeal by a majority of the Board by a written decision setting forth the reasons for the reversal when the Board concludes that the Design Review Committee's decision was inconsistent with the criteria set forth in this Article and/or the Design Guidelines.

7.7 Commencement and Completion of Construction. All Improvements approved by the Design Review Committee must be commenced within three (3) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Design Review Committee, unless the Design Review Committee gives a written extension for commencing the work. Additionally, except with written Design Review Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the Owner, all work approved by the Design Review Committee shall be completed within eighteen (18) months of commencement.

7.8 Inspection of Work. The Design Review Committee and the Board have the right to inspect any Improvement at any time, including prior to or after completion, to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article.

7.9 Notice of Noncompliance. If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvement has been constructed, installed, or performed without obtaining the approval of the Design Review Committee or has not been constructed, installed, or performed in complete conformity with the description and materials furnished to, and any conditions imposed by, the Design Review Committee, the Design Review Committee shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. The period allowed for an Owner to cure a breach or default shall be ten (10) days from the Owner's receipt of a notice of noncompliance; provided that if the default cannot be reasonably cured within ten (10) days, the Owner shall have such additional time as may reasonably be required to cure as long as efforts to cure commence within the ten (10) day period and thereafter continue with diligence to completion. If the situation is not remedied prior to expiration of the applicable cure period, the Board and the Design Review Committee shall each be entitled to enjoin further work, to require the removal or correction of any work in place that does not comply with approved plans and specifications, and to pursue any and all available remedies through a proceeding at law or in equity against any Owner.

7.10 Variances. The Design Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration or the Design Guidelines in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or the Design Guidelines.

7.11 Waivers. The approval or consent of the Design Review Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Design Review Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

7.12 Liability. Neither the Declarant, the Association, the Board, the Design Review Committee, nor any agent, representative, affiliate, designee, consultant, or contractor of any the same (collectively, the "Released Parties") are liable or shall be liable to any person by reason of any action, including but not limited to failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with applicable law or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the Design Review Committee will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the Released Parties to any applicant of the adequacy of design, workmanship, or quality of such work or materials for any applicant's intended use. The Released Parties shall not be held liable for matters related to their decisions, including but not limited to soil conditions, ground water, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not any of the Released Parties have approved or featured such contractor as a builder in the Community; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Released Parties shall be defended and indemnified by the Association. The Design Review Committee will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Released Parties shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Released Parties

have no personal liability with respect to any contract or other commitment made or action taken on behalf of the Released Parties.

7.13 Declarant's Exemption. Notwithstanding anything to the contrary, the Declarant is exempt from this Article and all provisions of this Declaration that require Design Review Committee review and/or approval.

8. USE RESTRICTIONS

8.1 Residential Use of Lots. Subject only to the provisions of Article 8.2 below, each Lot may be used only for Residential Use. No business or commercial building may be erected on any Lot, and no business or commercial enterprise or other non-residential use may be conducted on any part of a Lot, except as provided in Article 8.2 below.

8.2 Home Occupations. The conduct of a home occupation within a Residence on a Lot shall be considered accessory to the Residential Use and shall not be deemed a violation of this Declaration, provided that the following requirements are met:

8.2.1 Such home occupation shall be conducted only within the interior of the Residence and shall not occupy more than 25% of the floor area within the Residence.

8.2.2 The home occupation shall be conducted only by residents of the Residence and no non-residents shall be employed in connection with the home occupation carried on in the Residence.

8.2.3 No retail sales shall be conducted upon a Lot.

8.2.4 Only those home occupations which require no visits from customers and no parking at or near the Residence in connection with such occupation shall be allowed.

8.2.5 There shall be no evidence of a home occupation visible from the outside of the Residence.

8.2.6 The conduct of such home occupation must be permitted under the zoning ordinances of the City and/or Routt County.

8.3 Nuisance and Waste. No noxious or offensive activity shall be permitted in or on any Lot or on the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to any Owner. No waste shall be committed on any Lot or any part of the Common Elements.

8.4 Further Subdivision. A Lot upon which a Residence has been constructed may be further subdivided or separated into smaller lots by any Owner only upon approval by the City, in accordance with the City's subdivision process.

8.5 Appearance. Each Lot shall be kept in a clean, safe, and attractive condition.

8.6 Animals. Animal pets may be kept on Lots subject to existing ordinances of the City. It shall be the obligation of each Owner owning a pet to control it in accordance with such ordinances, and to pick up and properly dispose of pet waste. It shall be the responsibility of each Owner to maintain any Lot used in any manner by any pet to avoid any noise, odor or nuisance to any other Owner.

8.7 Hazardous Activities. No activities shall be conducted within the Common Interest Community which are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted within the Common Interest Community except in a contained barbecue unit which is attended and in use for cooking purposes, or within a safe and well-designed interior fireplace.

8.8 Annoying Light, Sound or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Lot which is unreasonably loud or annoying; and no odor shall be emitted on any Lot which is noxious or offensive to others.

8.9 Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, Common Elements or on any Lot unless placed in a container suitably located, solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

9. EASEMENTS

9.1 Owner's Easement Rights. Subject to the other provisions of this Declaration and the Act, each Owner has a non-exclusive right and easement of enjoyment in the Common Elements for all purposes consistent with this Declaration.

9.2 Easements Appurtenant. The easements and rights herein granted to an Owner shall be appurtenant to the Lot of that Owner. All conveyances of the other instruments affecting title to such Lot shall be deemed to grant and reserve the easements and rights provided for herein as though set forth in said document in full even though no specific reference to such easement or right appears in any such conveyance or instrument.

9.3 Limitation on Owners' Rights. The Owners' rights and easements of use and enjoyment of the Common Elements created by this Declaration shall be subject to the rights of those other easement holders referenced in this Article, as well as subject to the following:

9.3.1 The right of the Association to reasonably restrict access and use, such as for closure due to repairs and maintenance.

9.3.2 The right of the Association to convey and encumber the Common Elements.

9.3.3 The right of the Association to consent to or otherwise cause the construction of additional improvements on the Common Elements or the alteration or removal of any existing improvements on the Common Elements for the benefit of the Owners.

9.3.4 The right of the Association to promulgate reasonable Rules and Regulations governing the use of the Common Elements, provided such Rules and Regulations are enforced in a uniform manner.

9.4 Delegation of Use. Any Owner entitled to the right and easement of use and enjoyment of Common Elements may delegate to such Owner's family members, guests, invitees and tenants the right to use and enjoyment of the Common Elements, subject to any Rules and Regulations adopted by the Board.

9.5 Association Easement. The Association shall have the easement referenced in Article 5.7 above.

9.6 Association Grant of Easement. The Association, acting through its Board, shall have the power to grant easements to public agencies, providers of utility service and others across the Common Elements in order to provide services to the individual Lots or for such other purpose as the Board may deem to be in the best interest of the Common Interest Community and the Lot Owners. The Association shall also have the power to designate where utility lines shall be installed within the access, utility and drainage easements as designated on any Plat.

9.7 Easement for Encroachments. In the event any portion of the Common Elements encroaches upon any Lot, Residence or other Improvement encroaches upon the Common Elements or another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Improvements, a valid easement for such encroachment and for the repair and maintenance of the same shall exist in favor of the Lot Owner whose Improvements are encroaching or the Association so long as the encroachment exists. Such encroachments and easements shall not be considered to impair or otherwise adversely affect the marketability of title to either the Common Elements or the Lots.

9.8 Utility Easements. There is hereby created a blanket utility easement upon, across, over and under all of the Common Interest Community for ingress, egress, installation, replacement, repair and maintenance of all utilities including, without limitation, water, sewer, gas, telecommunications, data transmission, cable television and electricity. By virtue of this easement it shall be expressly permissible for a utility service provider to install meters, boxes, lines and other related improvements on the exterior walls of the Residences.

10. INSURANCE

10.1 General. To the extent reasonably available, and practicable, the Association shall obtain and maintain the insurance described in this Article. If such insurance is not reasonably available, or practicable, and the Board determines that any insurance described herein will not be provided by the Association, the Board shall cause notice of that fact to be delivered to all Lot Owners. To the extent possible, the liability and property insurance policies required by this Article shall provide that:

10.1.1 Each Lot Owner is an insured person under the policy with respect to liability arising out of such Lot Owner's membership in the Association.

10.1.2 The insurer waives its rights to subrogation under the policy against any Lot Owner or member of such Owner's household.

10.1.3 No act or omission by any Lot Owner, unless acting within the scope of such Lot Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

10.1.4 If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

10.2 Association Public Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association in an amount not less than one million dollars (\$1,000,000) covering bodily injury, including death of persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the ownership, management, operation, maintenance or use of the Common Elements. Such coverage may also include, if applicable, liability for property of others, host liquor liability, water damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be covered with respect to similar projects. The public liability insurance policy shall insure the Association, the Board, the managing agent, and their respective employees, agents, and all persons acting as agents. The Lot Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

10.3 Association Casualty Insurance for Common Elements. The Association shall obtain and maintain a policy of casualty and property insurance with extended coverage or equivalent in an amount as near as possible to full replacement value of all insurable improvements constituting Common Elements within the Common Interest Community.

10.4 Association Fidelity Coverage. The Association shall obtain and maintain a policy providing adequate 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. Such fidelity coverage or bonds shall meet the following requirements:

10.4.1 All such fidelity coverage or bonds shall name the Association as an obligee.

10.4.2 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.

10.4.3 Coverage shall not be less in aggregate than two months' current Common Expense Assessments, plus reserves, as calculated from the current budget of the Association.

10.5 Directors' and Officers' Liability Insurance. The Association may obtain and maintain a policy providing directors' and officers' liability insurance, covering all directors and officers of the Association, in such amounts and containing such provisions as may from time to time be deemed necessary or desirable by the Board of the Association.

10.6 Other Insurance. In addition, the Association may obtain insurance for all insurable improvements (if any) located on the Common Elements and insurance against such other risks as it may deem appropriate, to the extent that such coverage is reasonably available.

10.7 Lots and Residences. Each Owner of a Lot shall obtain and maintain comprehensive fire and extended coverage property insurance on their respective Residence commencing not later than the issuance of a certificate of occupancy for the Residence. Such policy shall be for the full replacement value of their respective Residence and Improvements. Each Owner shall obtain and maintain personal liability insurance with a limit no less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage liability, at all times while this Declaration is in effect.

10.8 Deductibles. The Association, acting through its Board, shall determine reasonable deductibles for any insurance policy carried by the Association under this Article. The Association shall have the right to assess the cost of any deductible paid by the Association against a negligent or otherwise responsible Owner who causes the loss. Such deductible shall be assessed against the responsible Owner as part of the Common Expense Assessment for that Owner.

11. DRAINAGE AND SOILS CONDITIONS

11.1 Acknowledgment. The soils within Colorado consist of both expansive soils and low-density soils which will adversely affect the integrity of a Residence or other structure if the Residence, the other structures and the Lot on which they are constructed are not properly maintained. Expansive soils contain clay minerals which have the characteristic of changing volume with the addition or subtraction of moisture, thereby resulting in swelling and/or shrinking soils. The addition of moisture to low-density soils causes a realignment of soil grains, thereby resulting in consolidation and/or collapse of the soils.

11.2 Disclaimer. The Declarant, as well as its members and its managers, shall not be liable for any loss or damage to any Residence or other structure or to any Person, caused by, resulting from, or in any way connected with soil conditions on any Lot, including, by example and not limitation, expansive soils.

11.3 Moisture. Each Owner of a Lot shall use his or her best efforts to assure that the moisture content of those soils supporting the foundation and the concrete slabs forming a part of the Residence constructed thereon remain stable and shall not introduce excessive water into the soils surrounding the Residence or other Residences.

11.4 Grading. Each Owner of a Lot shall maintain the elevation, grading, and drainage patterns of the Lot as indicated in the subdivision plans on file with the City, or as otherwise approved in connection with obtaining a building permit on the Lot.

11.5 Water Flow. The Owner of a Lot shall not impede or hinder in any way the water falling on or passing through the Lot from reaching the drainage courses established for the Lot and the Common Interest Community.

11.6 Actions by Owners. By accepting title to a Lot, each Owner covenants and agrees:

11.6.1 Not to water the lawn or other landscaping on the Lot excessively.

11.6.2 To maintain all gutters and downspouts which discharge water into extensions or splash blocks by assuring that (a) the gutters and downspouts remain in the down position and are free and clear of all obstructions and debris; (b) the water flow from the extension or the splash block is allowed to flow rapidly away from the foundation and/or slabs; and (c) that splash blocks are maintained under sill cocks.

11.6.3 Not to alter, obstruct, or obliterate, in any manner, any drainage swales, pans, easements, or channels located or installed, or required to be located or installed, upon the Property pursuant to established drainage plans.

12. GENERAL PROVISIONS

12.1 Enforcement. Enforcement of any provision of this Declaration, the Bylaws, and any Rules and Regulations shall be by appropriate proceedings at law or in equity against anyone violating or attempting to violate any such provision. Such proceedings may be for the purpose of removing a violation, restraining or enjoining a future violation, recovering damages for any violation, foreclosing a lien, obtaining such other and further relief as may be available, or any combination thereof. Such proceedings may be instituted by an Owner or by the Association. In the event it becomes necessary to commence such proceedings, the prevailing party shall be entitled to recover the costs and reasonable attorney's fees incurred in connection with such proceedings. In addition, the Association may levy such fines and penalties as may be adopted pursuant to **Article 4**. The failure to enforce any provision of this Declaration, the Bylaws and the Rules and Regulations shall not preclude or prevent the enforcement thereof for a further or continued violation, whether such violation shall be of the same or of a different provision. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce this Declaration.

12.2 Severability. If any provision or term of this Declaration is invalidated, such invalidity shall not affect the validity of the remainder of this Declaration.

12.3 Conflict. If there is any conflict between the Declaration and either the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

12.4 Duration. The covenants, conditions and restrictions of this Declaration shall run with the Property, shall be binding on all Owners, their legal representatives, heirs, successors and assigns, and shall be in effect in perpetuity unless amended or terminated as provided in this Declaration.

12.5 Amendment. This Declaration may be amended by a written and recorded instrument containing the consents of the then record Owners of at least 67% of the Lots subject to this Declaration.

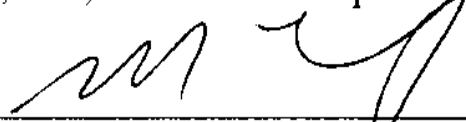
12.6 Notice. Unless otherwise required by this Declaration, notice of matters affecting the Property may be given to Owners by the Association, or by other Owners, in the following manner: Notice shall be hand delivered or sent by United States mail, first class with postage prepaid, to the mailing address of each Lot or to any other mailing address designated in writing by the Owner. Such notice shall be deemed given when hand delivered or, if mailed, three days after being deposited in the United States mail.

12.7 Waiver. No provision in this Declaration is waived by reason of any failure to enforce the provision, regardless of the number of violations or breaches which may occur.

12.8 Limited Liability. Neither Declarant, the Association, the Board, nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter in which the action taken or failure to act was in good faith and without malice. Such parties shall be reimbursed by the Association for any costs and expenses, including reasonable attorney's fees, incurred by them with the prior approval of the Association (which approval shall not be unreasonably withheld), as a result of the threatened or pending litigation in which they are or may be named as parties.

Dated this 29 day of Nov., 2018.

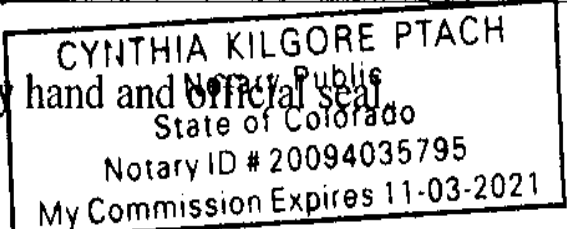
Zeitern, Inc., a Colorado corporation

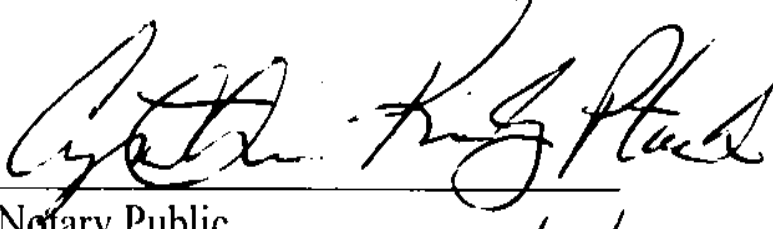


By: Tyrone Lockhart, President

STATE OF COLORADO)
) ss.
COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 29th day of November 2018, by Tyrone Lockhart, as President of Zeitern, Inc., a Colorado corporation

Witness my hand and official seal




Notary Public

My commission expires: 11/3/2021

LENDER RATIFICATION

The undersigned, having a lien or security interest in Eagle's Vista Subdivision, County of Routt, State of Colorado, including but not limited to that Deed of Trust recorded at Reception No. 791199 in the Routt County Clerk and Recorder's office, approves, ratifies, confirms and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Eagle's Vista Subdivision ("Declaration") and the Final Plat recorded at Reception Number 795570 in the Routt County Clerk and Recorder's office for the purpose of subordinating the priority of such lien or security interest to the priority of the Declaration and the Final Plat notwithstanding the actual recording order of such documents.

Dated this 29th day of November, 2018.

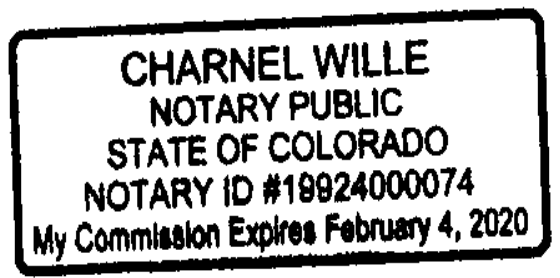
Mountain Valley Bank, a Colorado state banking corporation

By: *Jeffrey C. Minotto*
JEFFREY C. MINOTTO, AVP

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 29th day of November, 2018, by Jeffrey C. Minotto, as AVP of Mountain Valley Bank, a Colorado state banking corporation

Witness my hand and official seal.



Charnel Wille
Notary Public
My commission expires: 02-04-2020

EXHIBIT A – LEGAL DESCRIPTION

THAT PARCEL OF LAND BEING A PORTION OF THOSE PARCELS OF LAND DESCRIBED IN BOOK 681 AT PAGE 558, BOOK 681 AT PAGE 562, BOOK 686 AT PAGE 624, AND RECEPTION NO. 776363 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE SW1/4 SW1/4 OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN; CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SW1/4 SW1/4 OF SECTION 22, T6N, R84W, 6TH P.M., BEING ASSUMED TO BEAR N01°50'14"E.

COMMENCING AT THE NORTHWEST CORNER OF SAID SW1/4 SW1/4 OF SECTION 22; THENCE N87°30'07"E, ALONG THE NORTH LINE OF SAID SW1/4 SW1/4 OF SECTION 22, A DISTANCE OF 0.99 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCELS OF LAND DESCRIBED IN BOOK 681 AT PAGE 558, BOOK 681 AT PAGE 562, BOOK 686 AT PAGE 624, AND RECEPTION NO. 776363 THE FOLLOWING FIFTEEN (15) COURSES:

1. N87°30'07"E, ALONG THE NORTH LINE OF SAID SW1/4 SW1/4 OF SECTION 22, A DISTANCE OF 240.19 FEET;
2. S25°12'46"E, A DISTANCE OF 238.04 FEET;
3. S51°47'14"W, A DISTANCE OF 44.70 FEET;
4. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 64.77 FEET, A CENTRAL ANGLE OF 86°20'00", AND AN ARC LENGTH OF 97.60 FEET, THE CHORD OF WHICH BEARS N85°02'46"W, A DISTANCE OF 88.62 FEET;
5. N41°52'46"W, A DISTANCE OF 30.00 FEET;
6. N48°07'14"E, A DISTANCE OF 10.00 FEET;
7. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 180°00'00", AND AN ARC LENGTH OF 172.79 FEET, THE CHORD OF WHICH BEARS S48°07'14"W, A DISTANCE OF 110.00 FEET;
8. S41°52'50"E, A DISTANCE OF 39.00 FEET;
9. S35°47'41"E, A DISTANCE OF 75.36 FEET;
10. S65°22'20"E, A DISTANCE OF 86.70 FEET;
11. S89°26'25"W, A DISTANCE OF 147.59 FEET;
12. S00°43'39"E, A DISTANCE OF 111.75 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE BURGESS CREEK ROAD RIGHT-OF-WAY AS DESCRIBED IN BOOK 533 AT PAGE 341 IN THE ROUTT COUNTY RECORDS;
13. S81°42'05"W, ALONG SAID NORTHERLY BOUNDARY OF THE BURGESS CREEK ROAD RIGHT-OF-WAY, A DISTANCE OF 97.55 FEET;

14. CONTINUING ALONG SAID NORTHERLY BOUNDARY OF THE BURGESS CREEK ROAD RIGHT-OF-WAY AND ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF $10^{\circ}04'12''$, AND AN ARC LENGTH OF 49.21 FEET, THE CHORD OF WHICH BEARS $S76^{\circ}39'59''W$, A DISTANCE OF 49.15 FEET, TO A POINT ON THE WEST LINE OF SAID SW1/4 SW1/4 OF SECTION 22;
15. $N01^{\circ}50'14''E$, ALONG SAID WEST LINE OF THE SW1/4 SW1/4 OF SECTION 22, A DISTANCE OF 133.88 FEET;

THENCE $N02^{\circ}16'55''E$, A DISTANCE OF 226.13 FEET;

THENCE $N01^{\circ}35'08''E$, A DISTANCE OF 174.50 FEET TO THE POINT OF BEGINNING

EXHIBIT B

1. Easements or claims of easements not shown by the public records.
2. Taxes and assessments for the year 2018 and subsequent years.
3. All easements shown and described on the Plat.
4. Right of the Proprietor of a Vein or Lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises, and right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded January 4, 1909 in Book 49 at Page 261 in the records of the Routt County Clerk and Recorder.
5. Terms, agreements, provisions, conditions and obligations as contained in Agreement recorded July 10, 1981 in Book 540 at Page 54 in the records of the Routt County Clerk and Recorder.
6. Easement and right of way for Ingress and Egress purposes, as granted to Yampa Valley Electric Association by instrument recorded July 23, 1981 in Book 540 at Page 669 in the records of the Routt County Clerk and Recorder.
7. River Queen Lane Retaining Wall Agreement, recorded at Reception No. 795242 and re-recorded at Reception No. 795254 in the Routt County Clerk and Recorder's office.
8. IMPROVEMENTS AGREEMENT recorded in Reception Number 795572 in the office of the Routt County Clerk and Recorder.