

**CONDOMINIUM DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
RIVER PARK LOFTS**

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**CONDOMINIUM DECLARATION OF
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RIVER PARK LOFTS**

This CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVER PARK LOFTS (this "Declaration") dated as of May 3rd, 2023 shall be effective upon recordation and is made by BRP Gallery LLC, a Colorado limited liability company ("Declarant"). Declarant is the owner of certain real property in Eagle County, Colorado, more particularly described on Exhibit A attached and made part of this Declaration by this reference. Declarant hereby makes the following grants, submissions, and declarations:

RECITALS

- A. Declarant is owner of that certain real property located in the County of Eagle, Colorado, more particularly described on the attached Exhibit A attached hereto and incorporated herein (the "Property").

- B. Declarant desires to create a mixed-use condominium project under the Colorado Common Interest Ownership Act as set forth in Colorado Revised Statutes 38-33.3-101, et. seq. on the Property, the name of which is River Park Lofts.

- C. Declarant hereby makes the following grants, submissions, and declarations:

ARTICLE 1

IMPOSITION OF COVENANTS

- 1.1 Purpose. The purpose of this Declaration is to create a mixed-use condominium project on the Property (the "Project") under the provisions of the Colorado Common Interest Ownership Act as set forth in Article 33.3, Title 38, Colorado Revised Statutes (the "Act"), and comprising the improvements on or within the Property, which Project may contain the uses described in this Declaration, including, without limitation, residential and commercial uses.
- 1.2 Intention of Declarant. Declarant desires to (a) protect the value and desirability of the Project as a whole while respecting the separate and distinct interests of the owners of each of the Units (as defined below), (b) further a plan for the improvement, sales, and common ownership of the Project, (c) create a harmonious and attractive mixed-use development within the Project, and (d) promote and safeguard the health, comfort, safety, convenience, and welfare of the owners of Units of the Project.
- 1.3 Development and Use. The Project will consist of 13 Residential Units and approximately 11,500 square feet of commercial space. Separate Commercial Units may be created by subdivision of the commercial space into up to Twelve (12) units.
- 1.4 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration below.
- 1.5 Master Declaration. The Property is subject to the Master Declaration and the Community Documents (as defined below), as amended and supplemented from time to time.
- 1.6 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns. Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved, subject to the provisions of this Declaration.

ARTICLE 2
DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context shall expressly provide otherwise:

- 2.1 "Act" means the Colorado Common Interest Ownership Act as set forth in Article 33.3, Title 38, Colorado Revised Statutes, as such act exists on the date hereof, except to the extent that the applicability of future amendments to the Act are mandatory.
- 2.2 "Allocated Interest" means a Unit's allocated interest for voting rights and its allocated interest for Assessments set forth on Exhibit B. Allocated Interests are based on the relative maximum habitable floor area of the Units, except that the square footage is prorated to satisfy the limits on Assessments for the Deed Restricted Units required by the Community Documents. If a matter is subject to the vote of a particular class or group of Units, or a cost is allocated only to a particular class or group of Units, then a Unit's Allocated Interest will be a fraction, the numerator of which will be the applicable Allocated Interest of such Unit on Exhibit B, and the denominator of which will be the aggregate Allocated Interests of Units that are within that particular class or group of Units. The Allocated Interests for the Deed Restricted Units shall comply with the Town's Community Housing Guidelines and, in the event of a conflict, the Allocated Interests shall be automatically amended to not exceed the limitations contained in such Community Housing Guidelines.
- 2.3 "Articles" mean the Articles of Incorporation for the Association, currently on file with the Colorado Secretary of State, and any amendments which may be made to those Articles from time to time.
- 2.12 "Assessments" means the annual, special, default, and any other assessments levied or collected by the Association pursuant to this Declaration, the Master Declaration or Community Documents as described in detail in Article 10 below. Assessments are also referred to as a Common Expense Liability under the Act.
- 2.13 "Association" means River Park Lofts Association, a Colorado nonprofit corporation, and its successors and assigns, charged with the duties and obligations of administering the Project. The Association will act through its Board of Directors ("Board" or "Executive Board").
- 2.14 "Association Documents" means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles and Bylaws of the Association, the Plat, the Map and any procedures, rules, regulations, or policies relating to the Project adopted under such documents by the Association or the Board.

- 2.15 "Building" means the building comprising the Project, including all fixtures and improvements contained within such building.
- 2.16 "Commercial Director(s)" means the member(s) of the Executive Board elected collectively by the Owners of the Commercial Units in accordance with the procedures set forth in Article 4 below and in the Bylaws of the Association.
- 2.17 "Commercial Owners" means those Owners of Commercial Units within the Project.
- 2.4 "Commercial Units" means those Units designated for commercial uses by the Community Documents.
- 2.5 "Common Elements" means all of the Project, except the Individual Air Space Units, and including, without limiting the generality of the foregoing, the following components:
- 2.5.1 Common entries, hallways, corridors, elevators and stairways, storage areas, utility and trash areas, parking areas, drive lanes, the exterior of the Building, exterior walls and roof.
 - 2.5.2 Electrical, plumbing and other utility and mechanical systems for the Building providing utility, mechanical, fire or life safety and/or communication services to the Project, floor-to-roof conduits serving the Building, and all related equipment, lines and facilities such as, but not limited to, pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment integral to the applicable system serving the Building, whether for use of one or more of the Owners.
 - 2.5.3 All structural elements serving the Project, including, without limitation, foundations and footings, structural girders, beams and joists and bearing walls and columns, in each case regardless of whether they are located wholly or partially within the boundaries of any Unit;
 - 2.5.4 The lands and related landscaping and improvements lying outside of the Building, including the yards, sidewalks, walkways, paths, grass, shrubbery, trees, planters, driveways, roadways, gardens and related facilities upon the Property;
 - 2.5.5 All improvements, appurtenances and facilities relating to or located on Common Elements now or in the future, and any other property owned or interest held currently or in the future by the Association for the common use and enjoyment of some or all of its Owners and such other persons as may be permitted to use the Common Elements under the terms of this Declaration, the Community Documents and/or any contract with the Association. Such interests owned by the Association may include, without limitation, estates in fee, for terms of years, or easements, each of which the Association is

specifically empowered to accept and hold, whether conveyed prior to the recording of this Declaration or in the future; and

- 2.5.6 In general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Owners.

The Common Elements shall be owned by the Owners of the separate Units, each Owner of a Unit having an undivided interest in the Common Elements as provided in this Declaration.

- 2.18 "Common Expenses" means and includes the following:
- 2.19 Expenses of administration, insurance, operation, and management of the Common Elements, and the improvement, repair, or replacement of the Common Elements, except to the extent such repairs and replacements are responsibilities of an Owner or class of Owners as delineated in this Declaration;
- 2.20 All utility consumption and other charges related to the Common Elements and not otherwise separately metered and billed to the benefited party;
- 2.21 Expenses declared Common Expenses by the provisions of this Declaration or the Bylaws of the Association;
- 2.22 All sums lawfully assessed against the Units by the Executive Board;
- 2.23 Expenses agreed upon as common expenses by the Association; and
- 2.24 Expenses payable pursuant to any Management Agreement.
- 2.25 "Community Documents" means those certain documents required by the Town relating to Basalt River Park, as such documents may be amended or supplemented from time to time. Such documents include, without limitation, zoning requirements, subdivision improvement agreements, the Town of Basalt Ordinance 6, Series of 2020 Approving Basalt River Park Final Plan recorded at Reception No. 202022140 ("Ordinance 6"), the RETA Covenant, the PIF Agreement, the Deed Restriction, and the Occupancy Covenants, the Raw Water Irrigation Agreement recorded at Reception No. 202114323; the Maintenance Easement Agreement recorded at Reception No. 202114324, the Landscape and Improvements Maintenance Agreement recorded at Reception No. 202114325; as such documents may be amended from time to time.
- 2.26 "Declarant" means BRP Gallery LLC, a Colorado limited liability company, and its successors and assigns. No party other than BRP Gallery LLC shall exercise the rights and privileges reserved herein to Declarant unless such party shall receive and record in the Office of the Clerk and Recorder of Eagle County, Colorado, a written assignment from BRP Gallery LLC of all or a portion of such rights and privileges.

- 2.27 "Declaration" means this Condominium Declaration of Covenants, Conditions, Restrictions and Easements for River Park Lofts together with any supplement or amendment to this Declaration, recorded by Declarant in the Office of the Clerk and Recorder of Eagle County, Colorado.
- 2.28 "Declarant Control Period" shall mean the maximum period of time permitted under the Act during which Declarant is entitled to appoint and remove members of the Executive Board and officers of the Association as further described in Section 4.8 below.
- 2.29 "Deed Restriction" means the Declaration of Restrictive Covenants for Occupancy and Rental of the Affordable Housing Units required by Ordinance 6 and recorded at Reception No. .
- 2.30 "Deed Restricted Units" means the Residential Units subject to the Deed Restriction, which includes Units 250, 252, 350 and 352.
- 2.31 "Director" means a member of the Executive Board.
- 2.32 "Executive Board" means the governing body of the Association, as provided in this Declaration and in the Articles and Bylaws of the Association.
- 2.33 "First Mortgage" means a Mortgage which is a security interest in a Unit or any portion of the Property that has priority of record over all other recorded security interests in that Unit or that portion of the Property, except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).
- 2.34 "First Mortgagee" means the Mortgagee under a First Mortgage, and for the avoidance of doubt, includes FirstBank in its capacity as construction lender for the Declarant.
- 2.35 "General Common Elements" means the Common Elements, except for Limited Common Elements.
- 2.36 "Individual Air Space Unit" means that portion of a single Unit designated for separate ownership by an Owner, depicted on the Map and labeled with a number and consisting of enclosed rooms and bounded by the Unfinished Perimeter Walls, Ceilings, Floors, doors, and windows thereof. An Individual Air Space Unit shall include any soffits, drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, shutters, doorsteps and stoops (if any), and doors, partitions and improvements interior to the Individual Air Space Unit that are not Common Elements. An Individual Air Space Unit shall further include fixtures and hardware and all improvements contained within the Unfinished Perimeter Walls, Ceilings, and Floors. An Individual Air Space Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment serving that Individual Air Space Unit only and located within its Unfinished Perimeter Walls, Ceilings, and Floors; provided, however, that an Individual Air Space Unit shall not include any of the structural components of the Building(s) or utility or service lines or facilities serving more than one Individual Air Space Unit. For purposes of clarity, utility and service lines and facilities located outside of the Unfinished Perimeter Walls, Ceilings, and Floors of the Individual Air Space Unit may nonetheless be Limited Common Elements to the Individual Air Space Unit(s) they serve per the applicable definitions in this Declaration.

- 2.37 "Limited Common Elements" means those parts of the Common Elements which are limited to and reserved for the use of the Owners of one or more, but fewer than all, of the Units, including, without limitation, those areas and improvements designated as "LCE" on the Map. Without limiting the foregoing, the Limited Common Elements shall include (a) any deck, balcony, and patio accessible from, associated with, and which adjoin a particular Individual Air Space Unit or Units, with or without specific designation on the Map, (b) any storage or other spaces located outside Individual Air Space Units and designated as Limited Common Elements serving those particular Individual Air Space Units, (c) exterior windows and exterior doors, including related panes of glass, window frames and operational mechanisms and related door frames and hardware and operational mechanisms, and (d) any individual air-conditioning units and fixtures, and individual water and sewer service lines, water heaters, and any plumbing or other utility installation servicing one or more (but less than all) Units, including, but not limited to, all such items designated as Limited Common Elements on the Map; provided, however, that Limited Common Elements shall not include any of the structural components of the Building or improvements integral to the structural components of the Building or utility or service lines or facilities that are integral to a system serving the entire Building. A Limited Common Element shall be used in connection with such Individual Air Space Unit(s) to which it is appurtenant to the exclusion of the use thereof by the other Owners, except by invitation. No reference thereto need be made in any instrument of conveyance, encumbrance, or other instrument. Limited Common Elements may be labeled on the Map as appurtenant to an individual Unit (for example, a Limited Common Element allocated to Unit 2A may be identified as "LCE-2A") or may be labeled on the Map as appurtenant to a class of Units ("LCE-R" for Limited Common Elements appurtenant to all Residential Units and "LCE-C" for Limited Common Elements appurtenant to all Commercial Units).
- 2.38 "Management Agreement" means any contract or arrangement entered into for purposes of discharging the responsibilities of the Executive Board relative to the operation, maintenance, and management of the Project.
- 2.39 "Managing Agent" means a person, firm, corporation, or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Project.
- 2.40 "Map" or "Condominium Map" means and includes any engineering survey or surveys of the Property locating the Units in the Building, and depicting the floor plans of the Units together with other drawings or diagrammatic plans and information regarding any portion of the Property as recorded in the office of the Clerk and Recorder of the County of Eagle, Colorado.
- 2.41 "Master Association" means the Basalt River Park Master Association, a Colorado non-profit corporation.
- 2.42 "Master Declaration" means the Master Declaration for Basalt River Park recorded June 18, 2021 at Reception No. 202114343, as amended.
- 2.43 "Mortgage" means any unpaid and outstanding mortgage, deed of trust, or other security instrument recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, which secures financing for the construction or development of the Project or which encumbers a Unit.

- 2.44 "Mortgagee" means any person or entity named as a mortgagee or beneficiary under any Mortgage, or any successor to the interest of any such person under such Mortgage.
- 2.45 "Occupancy Covenants" means the Occupancy Covenants on certain market rate Residential Units, required by Ordinance 6 and recorded at Reception No. ~~2023~~²⁰²³ VSMey may be amended from time to time.
- 2.46 "Owner" means any record owner (including Declarant, and including a contract seller, but excluding a contract purchaser), whether a natural person or persons, or an entity, of a fee simple title interest in and to any Unit; excluding, however, any record owner who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgagee (unless such Mortgagee has acquired fee simple title interest in the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure).
- 2.47 "PIF Agreement" means that certain Declaration of Covenants Imposing and Implementing a Public Improvement Fee on retail sales from Commercial Units as recorded at Reception No. 202114321, as amended.
- 2.48 "Plat" means the [1st Supplemental Plat of Parcel B, Basalt River Park, recorded June 7, 2021, at Reception No. 202120248] in the Office of the Clerk and Recorder of the County of Eagle, Colorado, and all supplements and amendments thereto. [Update for Plat that further subdivides the Lofts lot within Parcel B].
- 2.49 "Project" means the Common Interest Community (as defined in the Act) created on the Property by this Declaration.
- 2.50 "Property" means the real property described in the attached Exhibit A.
- 2.51 "Residential Director(s)" means the members of the Executive Board elected by the Residential Owners in accordance with the procedures set forth in Article 4 below and in the Bylaws of the Association.
- 2.52 "Residential Owners" means those Owners of Residential Units within the Project.
- 2.53 "Residential Unit" means a Unit designated for residential use by the Community Documents.
- 2.54 "RETA Covenant" means that certain Declaration of Covenant (Real Estate Transfer Assessment) for Basalt River Park recorded at Reception No. 202022141, as amended.
- 2.55 "Successor Declarant" means any party or entity to whom Declarant assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, designating such party as a Successor Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.
- 2.56 "Town" means the Town of Basalt.

- 2.57 "Unfinished Perimeter Wall" means the interior surfaces of the studs, supports, and other wooden, metal, or similar structural materials which constitute the interior face of a wall of an Individual Air Space Unit.
- 2.58 "Unfinished Ceiling" means the beams, joists, and wooden or other structural materials which constitute the ceiling of an Individual Air Space Unit.
- 2.59 "Unfinished Floor" means the beams, floor joists, and floor deck material which constitute the floor of an Individual Air Space Unit.
- 2.60 "Unit" means a fee simple interest in and to an Individual Air Space Unit, together with the undivided interests in the Common Elements appurtenant to the Individual Air Space Unit as allocated in the attached Exhibit B, and which may be conveyed in fee in compliance with all applicable subdivision regulations and the Community Documents.

To the extent not otherwise defined in this Declaration, capitalized terms used herein shall have the meaning as defined in the Act.

ARTICLE 3

DIVISION OF PROJECT INTO UNIT OWNERSHIP AND COMMON ELEMENTS

3.1 Name. The name of the project is River Park Lofts.

3.2 Association. The name of the association is River Park Lofts Association. Declarant has caused the Association to be incorporated under the laws of the State of Colorado as a non-profit corporation with the purpose of exercising the functions as herein set forth.

3.3 Division Into Units. The Property is hereby divided into twenty-one (21) Units, of which initially thirteen (13) are Residential Units, and eight (8) are Commercial Units. The maximum number of Commercial Units shall not exceed twelve (12). Each Unit consists of a fee simple interest in an Individual Air Space Unit and an undivided fee simple interest in the Common Elements as allocated in Exhibit B hereto. The formula used to establish the allocation of undivided interests in the Common Elements among the Units is set forth in Exhibit B hereto. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units.

3.4 Resubdivision and Combination of Commercial Units. The Owner or Owners of one or more Commercial Units shall have the right to (a) relocate the boundaries of and between adjoining Units, (b) physically combine a part of or combination of parts of the space of one such Unit with a part of or combination of parts of the space within one or more adjoining Units, or (c) subdivide such a Unit or part of such a Unit to create additional Units; provided, however, that the maximum number of Commercial Units shall be as set forth in Section 3.3 above. In order to accomplish any one of the foregoing, the applicable Owner may knock down or create additional interior walls subject to the terms of this

Section and any other applicable provisions of this Declaration. Upon the relocation, combination or subdivision of any such Units, the Unit or Units resulting from such relocation, combination or subdivision shall be allocated the undivided interest of the predecessor Unit(s) in and to the General Common Elements in accordance with the square footage formula provided herein and appurtenant Limited Common Elements may be allocated to individual Units. The Owner must first obtain all necessary approvals from any governmental authority having jurisdiction over the Project, before exercising its rights herein. The cost and expense incurred for legal, architectural and/or engineering fees and all other costs and expenses incurred by the Association shall be borne by the party requesting such a change.

3.5 Combination of Residential Units. The Residential Owners shall have the right to physically combine one or more Residential Units with an adjoining Residential Unit. In order to accomplish such combination, a Residential Owner may knockdown or create additional interior walls subject to the terms of this Section and any other applicable provisions of this Declaration. Upon the combination of any Residential Units, the Residential Unit resulting from such combination shall be allocated the undivided interest of the predecessor Residential Units in and to the General Common Elements and the Limited Common Elements-Residential. Such allocation shall be reflected by an amendment to Exhibit B hereto. A Residential Owner must first obtain all necessary approvals from any governmental authority having jurisdiction over the Project and the approval of the Executive Board before exercising its rights herein. The cost and expense incurred for legal, architectural and/or engineering fees and all other costs and expenses incurred by the Association shall be borne by the party requesting such a change.

3.6 Procedures for Subdivision or Combination. In order to relocate the boundaries of, combine or subdivide any Units as provided above, the Owner(s) of such Units shall submit an application to the Executive Board, which application shall be executed by such Owner and shall include (a) evidence that the proposed relocation of the boundaries of, subdivision or combination of a Unit or Units complies with all building codes, fire codes and other applicable ordinances or resolutions adopted and enforced by the Association, the Town, Eagle County, and/or the State of Colorado, and that the proposed action does not violate the terms of any Mortgage encumbering the Unit(s), (b) the proposed reallocations, (c) the proposed form of amendments to this Declaration, including the Map, as may be necessary to show the Unit or Units which are created by the relocation, subdivision or combination of a Unit or Units and their dimensions and identifying numbers, (d) a deposit against attorneys' fees and costs which the Association may incur in reviewing and effectuating the transaction, in an amount reasonably estimated by the Executive Board, (e) evidence satisfactory to the Executive Board that the Owner has obtained or caused to be obtained all requisite insurance in connection with any construction required to effect the proposed action, (f) indemnification of the Association by the Owner for any and all matters relating to the proposed action, and (g) such other information as may be reasonably requested by the Executive Board.

3.7 Inseparability of a Unit, no part of a Unit or of the legal rights comprising ownership of a Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration, and (b) each Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit. Subject to the foregoing, every conveyance, transfer, gift, devise, bequest, encumbrance, or other disposition of a Unit or any part thereof shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by this Declaration.

3.8 Nonpartitionability of Common Elements. Subject to the provisions of this Article, the Common Elements shall be owned in common by all of the Owners of Units and shall remain physically undivided; provided, however, the Limited Common Elements appurtenant to particular Unit(s) or classes of Units shall be for the exclusive use of, enjoyment by and control by the Owner(s) of such benefited Unit(s). No Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Owner of the Unit shall be deemed to have specifically waived such Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Association's costs, expenses, and reasonable attorneys' fees in defending any such action. Such amounts shall automatically become a default Assessment determined and levied against such Owner's Unit and enforced by the Association in accordance with this Declaration.

3.9 Utility Easements. The granting of easements by a majority of voting Directors of the Executive Board, for public utilities, for access by pedestrians or for other public purposes not inconsistent with the intended use of the Common Elements, shall not be deemed a transfer requiring any consent of the Owners.

3.10 Rights and Easements. Every Owner and the guests, tenants, invitees and licensees of each Owner shall have a perpetual right and easement of use and enjoyment of the General Common Elements, which rights and easements shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following;

- 3.10.1 The covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in the Community Documents, this Declaration, the Master Declaration and the Map, including, without limitation, the easements set forth in Article 8 below;
- 3.10.2 The right of the Association to regulate on an equitable basis the use of the Common Elements from time to time; and
- 3.10.3 The right of the Association to adopt, from time to time, any and all rules and regulations concerning the Common Elements and other matters to maintain the health, safety and comfort of Owners and other individuals using the Project as the Association may determine are necessary or prudent including, without limitation, the imposition of fees for the use of certain amenities. Notwithstanding the foregoing or any contrary provision herein, the Association shall take no action nor adopt any rule or regulation which (a) unreasonably restricts any Owner of a Unit or its guests', tenants', employees', customers' and licensees' right of access over, across and upon the General Common Elements, (b) impairs and diminishes any right or power of the Commercial Owners without the prior written consent of the Commercial Owners, which

consent may be withheld in their sole and absolute discretion, or (c) prohibits or unreasonably restricts the long-term or short-term renting of a Residential Unit, except as required by the Community Documents.

3.11 Limited Common Elements. Subject to the provisions of this Declaration, every Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to its Unit. The Map shall specify to which Unit or Units each Limited Common Element is allocated.

3.12 Redesignation of Common Elements. Any redesignation of the boundaries of the Common Elements or redesignation of the General Common Elements to Limited Common Elements shall, in addition to other approval required by the Act or Community Documents, be approved by the Executive Board, by sixty-seven percent (67%) or more of the total votes of all Owners of Units and, during the Declarant Control Period, by the prior written consent of Declarant, which consent may be withheld in Declarant's sole and subjective discretion. Limited Common Elements may be reallocated among Units as provided in Section 208(2) of the Act.

3.13 Utilities. The Association may set up accounts as related to utilities such as but not limited to water, sewer, natural gas and/or electric service for the Units or any class of Units and their related Limited Common Elements and, in such event, the Association may allocate and charge Owners served thereby the costs, expenses, fees, rates and other charges incurred in connection therewith, including any connection fees, on the basis of each such Unit's percentage interest in the Common Elements as a percentage of the interests of all served Units, or otherwise in any reasonable and equitable manner as the Association may determine appropriate. Alternatively, at the Association's election, each Owner may be responsible for opening an account for natural gas and/or electric services for its Unit and related Limited Common Elements and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including any connection fees, directly to the utility company providing the same. If the Association incurs Common Expenses for any utility service not described above, or if the manner of providing or metering any utility service described above changes from the manner in which such service is provided or metered as of the date of this Declaration, the Association may allocate the Common Expenses incurred for such new utility service or changed utility service on the basis of each served Unit's percentage interest in the Common Elements as a percentage of the interests of all served Units, or otherwise in any reasonable and equitable manner as the Association may determine appropriate.

3.14 Title to Units. Each Unit shall be inseparable and each Residential Unit may be leased, devised or encumbered only as a residence and each Commercial Unit may be leased, devised or encumbered only for commercial purposes allowed by applicable regulations, including the Community Documents. Title to a Unit may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Unit in which he owns an interest. For all purposes herein, there shall be deemed to be only one Owner for each Unit. The parties, if

more than one, having the ownership of a Unit shall agree among themselves how to share the rights and obligations of such ownership, but all such parties shall be jointly and severally liable for performance and observance of all of the duties and obligations of an Owner hereunder with respect to the Unit in which they own an interest.

3.15 Description of Units. Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Unit may describe it by its Unit number, according to the Condominium Map of River Park Lofts, recorded ~~May 3rd~~ 2023, at Reception ~~No. 171401~~ ^{No. 171401} any recorded amendment and supplement thereto, and as defined and described in the Condominium Declaration of Covenants, Conditions, Restrictions and Easements for River Park Lofts, recorded ~~May 3rd~~ 2023, at Reception ~~No. 201301122~~ ^{No. 201301122} County of Eagle, State of Colorado, and any recorded amendment and supplement thereto (with applicable recording information inserted therein).

3.15.1 Every instrument of conveyance, Mortgage, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Individual Air Space, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it (unless any such fixtures or improvements shall be Common Elements), and to incorporate all the rights incident to ownership of a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

3.16 Taxing of Units. Upon the recording of this Declaration and the filing of the Map for record in the County of Eagle, Colorado, Declarant shall deliver a recorded copy of this Declaration and the Map to the Assessor of the County of Eagle, Colorado, as provided by law, which notice shall set forth the descriptions of the Units, including the interest in the Common Elements appurtenant to the Unit, so that thereafter all taxes, assessments, and other charges by the State or any governmental or political subdivision or any special improvement district or any other taxing agent or assessing authority shall be assessed against and collected on each Unit, each of which shall be carried on the tax records as a separate and distinct parcel for that purpose. For the purpose of such assessment against the Units, valuation of the Common Elements shall be apportioned among the Units in proportion to the applicable percentage interest in such Common Elements appurtenant to the Units. Accordingly, the Common Elements shall not be assessed separately but shall be assessed with the Units as provided pursuant to Colorado Revised Statutes Subsection 38-33.3-105(2). The lien for taxes assessed to the Owner or Owners of a Unit shall be confined to his Individual Air Space Unit and to its appurtenant undivided interest in the Common Elements. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Unit.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

4.1 The Association. Every Owner of a Unit shall be a member of the Association and shall remain a member for the period of the Owner's ownership of a Unit. No Owner, whether one or more persons, shall have more than one membership per Unit owned, but all of the persons owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. However, any Owner may appoint, in a written instrument furnished to the secretary of the Association, a delegate to exercise the rights of such Owner as a member of the Association, and in the event of such appointment, the delegate shall have the power to cast votes on behalf of the Owner as a member of the Association, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association.

4.2 Classes of Membership. There shall be two classes of membership, Residential Owners and Commercial Owners. Residential Owners shall be all Owners of Residential Units, including Declarant so long as Declarant continues to own an interest in a Residential Unit. Commercial Owners shall be all Owners of the Commercial Units, including Declarant so long as Declarant continues to own an interest in a Commercial Unit.

4.3 Transfer of Membership. An Owner shall not transfer, pledge, or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit.

4.4 Election of Directors. During the Declarant Control Period as more particularly described in Section 4.8 below and in the Bylaws of the Association, the number of Directors will be determined by the Declarant and the Directors will be appointed by the Declarant without regard to the classes of Directors or the election thereof by certain classes of Owners (as described in this subsection below) to the fullest extent permitted by the Act. When that Act requires that at least one Director is entitled to be elected by Owners other than Declarant, but at least one Director is entitled to be appointed by the Declarant, the Directors that are not appointed by the Declarant will be elected at large in accordance with the Owners' Allocated Interests for voting. After expiration of the Declarant Control Period, the Executive Board will consist of five (5) Directors. Owners of the Commercial Units will be entitled to nominate and elect two (2) of the five (5) Directors and the Owners of the Residential Units will be entitled to nominate and elect three (3) of the five (5) Directors. The Owners of the Deed Restricted Units will be entitled to nominate and elect one (1) of the Residential Directors, and the Owners of the market rate Residential Units will be entitled to nominate and elect two (2) of the Residential Directors. Directors shall be entitled to participate in all Association affairs which affect all Owners and Units. However, only the Directors appointed by the affected Owners or Units shall be entitled to participate in affairs which affect only those Units. For example, the parking and storage areas are Limited Common Elements appurtenant to the Residential Units and the Common Expenses attributable to parking and storage areas are allocated only to those Units. Consequently, only the Directors elected by Residential Owners are entitled to participate in actions and votes pertaining to the parking and storage areas.

- 4.5 Voting Rights. Any matter to be voted upon by the Owners of the Units shall permit each Unit Owner a vote equal to the same number which is described as such Unit's Allocated Interest for voting as set forth in Exhibit B to this Declaration. All voting rights may be exercised subject to and in accordance with the provisions of the Bylaws of the Association. The Association shall not have a vote with respect to any Unit which may be owned by it. Declarant shall be entitled to vote with respect to Units owned by it.
- 4.6 Class Voting. An individual class of Owners shall at times vote on matters affecting that class only, including, without limitation, the election and removal of directors representing that class and budgeted costs allocated to that class. In connection with such class votes (a) notice shall be given of a meeting of the applicable class of Owners and a vote will be conducted on the matter affecting only that class in order to protect the legitimate, valid interest of such class, and (b) each Unit within the applicable class shall have a voting interest equal to the Allocated Interest for voting attributable to such Unit as a percentage of the total Allocated Interests for voting allocated all Units within that class.
- 4.7 Class Disputes. In the event that a dispute arising between the classes of Directors on the Executive Board as to whether a matter is subject to the authority of entire Executive Board or membership or is limited to the authority of a particular class of Directors or Owners, then such matter shall be submitted to binding arbitration in Eagle County, Colorado, in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitration shall be final and binding on the parties and judgment may be entered thereon in a court having jurisdiction over the Association. The arbitrator shall be appointed by the Executive Board, which appointment shall require, in addition to the affirmative vote of a majority of voting Directors, the affirmative vote of at least one (1) Director from each class of directors. In the event the Executive Board is unable to do so within ten (10) days of submitting this matter to arbitration, the arbitrator shall be designated by the chief judge in the District Court of Eagle County, Colorado. The cost and expense of the arbitrator shall be deemed an expense of the Association.
- 4.8 Declarant Control. Notwithstanding anything to the contrary provided for herein or in the Bylaws of the Association, Declarant shall be entitled to appoint and remove the members of the Executive Board and officers of the Association to the fullest extent permitted under the Act. The specific restrictions and procedures governing the exercise of Declarant's rights to so appoint and remove Directors and officers shall be set out in the Bylaws of the Association. Declarant may voluntarily relinquish such power evidenced by a notice recorded in the Office of the Clerk and Recorder for the County of Eagle, Colorado, but in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective.
- 4.9 Owner's and Association's Address for Notices. All Owners of each Unit shall have one and the same mailing address to be registered with the Association and used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or Owners of a Unit shall furnish such address to the Secretary of the Association within five (5) days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized

by law to represent the interests of all Owners of the Unit. Notwithstanding the foregoing, the Association shall be entitled to rely upon any such registration or other notice of a change in address of the Owners of the Unit which is signed by less than all of the Owners of such Unit.

If no address is registered or if all the Owners cannot agree, then the address set forth in the Eagle County assessor's records as the mailing address for the Unit shall be deemed their registered address until another registered address is furnished as required under this Section. Any notice delivered to a First Mortgagee in accordance with the terms of this Declaration shall be sent to the address for such party specified in the First Mortgage unless the First Mortgagee notifies the Association in writing of a different address. All notices and demands intended to be served upon the Executive Board shall be sent to such address as the Executive Board may designate from time to time by notice to all of the Owners.

All notices given in accordance with this Section shall be sent by personal delivery, which shall be effective upon receipt; by overnight courier service, which shall be effective one business day following timely deposit with the courier service; or regular, registered or certified mail, postage prepaid, which shall be effective three (3) days after deposit in the U.S. mail. Notwithstanding any contrary provision in this Declaration as related to notices, communications or deliveries to Directors, Owners, Mortgagees, purchasers of a Unit or other parties and/or as related to voting or consents by Directors, Owners or Mortgagees, to the extent presently or in the future permitted by applicable law, the Association shall be authorized, in lieu of the requirements in this Declaration, to provide notices, communications or deliveries via email transmission or by other permissible electronic means, and Directors, Owners or Mortgagees shall be permitted to vote or consent by email or other permissible electronic means. At the discretion of the Executive Board and to the extent permitted by law, electronic notices, communications or deliveries may be provided in addition to any required written and mailed notice, communication or delivery.

ARTICLE 5

MAINTENANCE RESPONSIBILITIES AND OWNER ASSOCIATION MATTERS

5.1 Association Responsibilities. Except as otherwise expressly provided in this Declaration or the Master Declaration, or by written agreement with the Association, or Master Association, the Association shall be responsible for the administration, operation, management, control, maintenance, repair, replacement, and improvement of (a) the General Common Elements and all facilities, furnishings, and equipment related thereto, [(b) although designated as Limited Common Elements, all exterior windows (i.e., window panes, frames and operational mechanisms) and exterior doors (i.e., doors, door frames and hardware serving such doors)], and (c) those additional Limited Common Elements and/or portions of the Units that the Association elects to maintain pursuant to this Declaration. The Association shall maintain a high standard of quality for maintenance and operation of the Project upholding the high quality reputation and image of the Project consistent with its original quality for maintenance

and operation. Fire and life safety systems, such as fire alarms and fire suppression systems, will be tested and inspected annually by the Association. All reports of deficiencies noted shall be addressed and corrected within a timely manner. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and accordingly, will not require the prior approval of the Owners in order for the Association to pay any such expenses, costs, and fees (other than the budget ratification required by this Declaration). The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed as well as the color or type of materials used to maintain the Common Elements. Notwithstanding the foregoing, in the event insurance proceeds under Article 9 are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost. Further, Owners acknowledge that they may be responsible for the cost of repair of any damage or for the deductible amount on the Association's insurance related to such damage, even if resulting from failures of the Common Elements, in the manner described in Article 9 below. The Association may grant the maintenance responsibility of any Limited Common Element including any elevator, stairway, hallway, balcony, patio, parking area to the applicable Owner(s). Furthermore, the Association shall have the right to promulgate reasonable rules and regulations regarding the maintenance by the Owners.

5.2 Owner Maintenance Responsibilities. Except as otherwise expressly provided in this Declaration or the Master Declaration, or by resolution of the Executive Board or written agreement with the Association, or Master Association, all maintenance of the Units and all improvements located on or comprising part of a Unit or a Unit's Limited Common Elements shall be the sole responsibility of the Owner thereof, who shall maintain the Unit and appurtenant Limited Common Elements in accordance with the maintenance standard set forth in Section 5.1 above. Each Owner of a Unit shall also be responsible for interior window washing and the regular maintenance of window and door operational mechanisms. All fixtures, equipment, and utilities installed and included in an Individual Air Space Unit serving only that Unit shall be maintained and kept in repair by the Owner of that Unit. Any maintenance and repair visible from outside of a Unit by an Owner shall maintain a consistent and harmonious appearance among the Units as reasonably determined by, and subject to the approval of, the Executive Board. Each Owner shall have the exclusive right and duty to paint, tile, paper, decorate or otherwise manage, maintain and repair the interior surfaces of the walls, floors, ceilings, and doors forming the boundaries of such Owner's Individual Air Space Unit and all improvements inside of the framing elements of the Individual Air Space Unit such as but not limited to drywall, flooring and ceiling improvements. All work by an Owner shall comply with all procedures and rules of the Association and, as applicable, the Master Association, and shall also comply with the Community Documents.

5.2.1 Notwithstanding the foregoing maintenance responsibilities of the Owners, the Association may, without obligation, elect to maintain, replace, repair or alter any exterior element (e.g., exterior decks and railings) for the Units and/or any Limited Common Elements so as to

maintain such elements in good order and repair and in an attractive, functional and harmonious appearance, and the cost of same shall be charged to the applicable Unit(s) as part of that Unit(s)' annual or special Assessment.

5.2.2 An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Building, or impair any easement or hereditament. Except as otherwise expressly permitted by this Declaration, no Owner shall alter any Common Elements without the prior written consent of the Executive Board. Notwithstanding the foregoing, any maintenance or repair performed on or to the Common Elements by an Owner or occupant which is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

5.3 Reserve Account. The Association shall establish and maintain, as part of its budget and out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. Such capital reserves will be based on reserve studies conducted by the Association pursuant to its Responsible Governance Policies related to reserves.

5.4 Owner-Caused Damage; Insurance Responsibilities. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements or of any Individual Air Space Unit is caused through or by the act, omission or neglect of an Owner, or by any employee of Owner, member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, then the expenses incurred by the Association for such maintenance, repair, or replacement and/or any insurance deductible related to such maintenance, repair or replacement shall be a personal obligation of such Owner. Owners may be further liable for non-insured losses (or losses below the applicable insurance deductible) and for insurance deductibles or portions thereof, even if not at fault, in accordance with this Declaration. If an Owner fails to repay the obligations of such Owner as outlined in this Section above within thirty (30) days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner under the provisions of this Section, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

5.5 Refuse Collection. The Association shall provide refuse collection for the Project. Refuse collection may include collection of garbage, recycled materials and compost, at the Association's discretion. The Association will provide refuse collection bins required by the service provider and that comply with all local laws and regulations. The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed.

- 5.6 Maintenance Contract. The Executive Board may delegate all or any part of its powers and duties to a Managing Agent, including Declarant, or to the Master Association; however, the Executive Board, when so delegating, shall not be relieved of its responsibilities under this Declaration and no such delegation shall modify specific requirements in the Association Documents for approval of certain actions by the Executive Board or Owners. Notwithstanding any provisions contained in this Declaration to the contrary, it is the intent of this Declaration that the Executive Board shall not be able to independently terminate the Management Agreement pursuant to Section 38-33.3-305 of the Act without the approval of Owners representing a majority of the votes in the Association.
- 5.7 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise. Each Owner may use such personal property in accordance with the purposes for which it is intended as set forth in the rules and regulations of the Association, without hindering or encroaching upon the lawful rights of other Owners.
- 5.8 Pledge of Future Income. The Association is authorized to pledge and assign its right to future income, including the right to receive Assessments, as collateral for loans or to secure other monetary obligations of the Association, subject to any membership approval of such loan or obligation as required by this Declaration.
- 5.9 Cooperation with Master Association and Other Associations. The Association may contract or cooperate with the Master Association, or with other homeowners' associations, districts or entities within Basalt River Park as convenient or necessary to provide services and privileges and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners and their employees, family members, guests, tenants and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense.
- 5.10 Issuance of Rules and Regulations. The Executive Board may, by a majority of the voting Directors, make and amend reasonable rules and regulations governing the use and operation of the Common Elements, subject to the express restrictions of this Declaration. The Executive Board shall comply with the Association's policies and procedures for the adoption and amendment of rules and regulations. Owners acknowledge that the Association holds full authority to adopt rules and regulations governing the Common Elements, including the parking and storage areas.
- 5.11 Enforcement of Association Documents. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations and with the other provisions of this Declaration and other Association Documents to obtain damages for noncompliance or for injunctive relief, or both, all to the extent permitted by law.

- 5.12 Identity of Executive Board and Managing Agent. From time to time, but no less than annually, there shall be communicated by the Association to the Owners, the names and addresses of the members of the Executive Board and the Managing Agent, if any.
- 5.13 Payments to Working Capital Account. In order to provide the Association with adequate working capital funds, the Association shall collect from the new Owner at the time of the sale of each Unit an amount equal to three (3) months' installments of annual Assessments at the rate in effect at the time of the sale. Such payments to this fund shall not be considered advance payments of annual Assessments. The unused portion of the working capital deposit, as determined by the Executive Board, shall be returned to each Owner upon the sale of its Unit, provided that the new purchaser of the Unit has deposited with the Association an amount equal to three (3) months' installments of annual Assessments at the rate in effect at the time of the sale.
- 5.14 Implied Rights. The Association may exercise any and all other rights or privileges given to it by this Declaration, or by the other Association Documents, or as may otherwise be given to it by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association in the Association Documents or reasonably necessary to effectuate any such right or privilege.
- 5.15 Books and Records of the Association. The Managing Agent or the Executive Board, as the case may be, shall keep detailed, accurate records of the receipts and expenditures affecting the Common Elements and shall maintain such other books and records as may be required under the Act. Owners and Mortgagees may inspect the records of receipts and expenditures of the Managing Agent or the Executive Board according to the terms and conditions set forth in the Responsible Governance Policies of the Association relating to inspection of the Association records. In addition, the other books, records, and papers of the Association, including this Declaration, the articles of incorporation and the Bylaws of the Association, as well as any Management Agreement and any rules and regulations of the Association, shall be available for inspection by any Owner or Mortgagee according to the terms and conditions set forth in the Responsible Governance Policies of the Association relating to inspection of Association records.
- 5.16 Security and Safety Measures. In an attempt to maintain the health, safety and comfort of the individuals using the Project and to maintain the integrity of the Project itself, the following security and safety measures shall bind Owners and their tenants. All third-party service providers (for example and by way of illustration only, cleaning services, plumbers, electricians and other servicemen) and other third-party agents or representatives of a Residential Owner or tenant are required to check-in with Managing Agent before entering any Residential Unit. The Managing Agent may adopt reasonable rules and regulations governing such third-party access, including, without limitation, permissible hours and days of access, requirements for proper identification,

requirements for use of specific entry points and access routes, and other requirements designed to insure safety and non-disturbance of Owners and tenants and the integrity of building systems. The grant of access to a service provider shall not be deemed approval of any activity by such service provider and all requirements of this Declaration and the Association Documents shall remain applicable, including, without limitation, the requirement to secure Association prior approval with respect to any work on mechanical, communication or other building systems.]

ARTICLE 6

LIMITATION OF ASSOCIATION LIABILITY

NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR THE COMMON ELEMENTS OR OTHER AREA MAINTAINED BY THE ASSOCIATION PURSUANT TO THIS DECLARATION AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE 9, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THE COMMON ELEMENTS OR ANY OTHER AREA TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS.

ARTICLE 7

MECHANICS LIENS

Section 7.1 Mechanic's Liens. Subsequent to the recording of this Declaration, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Owner of the Unit or the Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in connection with work on such Owner's Unit against the Unit of another Owner or against the Common Elements, or any part thereof.

Section 7.2. Enforcement by the Association. At its own initiative or upon the written request of any Owner (if the Association determines that further action by the Association is proper) the Association shall enforce the indemnity provided by the provisions of Section 7.1 above by collecting from the Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanic's lien, including all costs and reasonable attorneys' fees incidental to the lien, and obtain a release of such lien. In the event that the Owner of the Unit on which the labor was performed or materials furnished refuses or fails to so indemnify within seven (7) days after the Association shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time, then the failure to so indemnify shall be a default by such Owner under the

provisions of this Section 7.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association in accordance with this Declaration.

ARTICLE 8

PROPERTY RESTRICTIONS AND COVENANTS

Section 8.1 Owners' Easements. Subject to the rights and restrictions of this Declaration, the Master Declaration, the Association Documents and the Community Documents, every Owner has a right and non-exclusive 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 provisions contained herein.

Section 8.2 Recorded Easements. The Property shall be subject to all easements as shown on the Plat, the Map or any other recorded plat affecting the Property and to any other documents, encumbrances, easements and licenses of record or of use as of the date of recordation of this Declaration. The recording data for recorded easements, licenses or other matters appurtenant to or included in the Property or to which any parts of the Property may become subject is set forth on the attached Exhibit C. In addition, the Property is subject to those easements set forth in this Article 8.

Section 8.3 Declarant's Rights Incident to Construction and Marketing. Declarant, for itself and its successors and specific assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials on the Property and to make such other use of the Property as may be reasonably necessary or incident to the complete construction and sale of the Project, including, but not limited to, construction trailers, temporary construction offices, sales offices, and directional and marketing signs; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, tenant, guests, or invitees of any Owner. Declarant, for itself and its successors and specific assigns, hereby retains a right to maintain any Unit or Units as sales offices, management offices, or model residences so long as Declarant, or any Successor Declarant, continues to own, lease, or control a Unit. The use by Declarant of any Unit as a model residence, commercial space or office, or other use shall not affect the Unit's designation on the Map as a separate Unit. Declarant further reserves exclusive easement rights over and across the Property for the purpose of marketing, sales and rental of Units or of other projects developed or marketed by Declarant or its affiliates from time to time, including, without limitation, the right to show the Property and to display signs and other promotional devices.

Section 8.4 Other Easements. The Project is subject to easements hereby created for encroachments between Units and the Common Elements as follows: (a) In favor of the Association so that it shall have no legal liability when any part of the Common Elements encroaches upon an Individual Air Space Unit; (b) In favor of each Owner of a Unit so that the Owner shall have no legal liability when any part of his Individual Air Space Unit encroaches upon the Common Elements or upon another Individual Air Space Unit; and (c) In favor of all Owners, the Association, and the Owner of any encroaching Individual Air Space Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Building or any Unit constructed on the Property, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project. In the event any improvement is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent Unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the improvements shall stand.

8.4.1 Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future, on the Units.

8.4.2 There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities and communications systems, including but not limited to water, sewer, gas, telephone, electricity, television, internet or other utility or communication systems. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such services to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, telephone and other wires, circuits, and conduits under and through the Property. Any company using this general easement shall use its best efforts to install and maintain its improvements without disturbing the uses of the Owners, the Association, and Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible; and shall restore any disturbed property to its original condition as soon as possible after completion of its work. Should any company furnishing a service covered by the general easement request a specific easement by separate recordable document or a separate agreement with the Association, Declarant or the Executive Board shall have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Property, and/or to enter into exclusive or non-exclusive agreements with companies providing such services, without conflicting with the terms hereof. The easements provided for in this Section shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 8.5 General Maintenance Easement. An easement is hereby reserved to Declarant, and granted to the Association, and any member of the Executive Board or the Managing Agent, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs, to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Association Documents, including the right to enter upon any Unit for the purpose of performing maintenance required or permitted by this Declaration, the Master Declaration or any regulation applicable to the Property. Some portions of the Common Elements or its related facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit from time to time during such reasonable hours as may be necessary for the inspection, maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or to any Unit. Additionally, there is hereby created an easement for such Common Elements as they currently exist within the Units. Subject to the provisions of Section 6.3 above, damage to the interior of any part of a Unit resulting from the

maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association shall be a Common Expense.

Section 8.6 Drainage and Irrigation Easement. An easement is hereby reserved to Declarant and its successors and assigns and granted to the Association and its officers, agents, employees, successors, and assigns to enter upon, across, over, in, and under any portion of the Project for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property, or changing any portions of the irrigation system, so as to improve the drainage of water on the Property.

Section 8.7 Delegation of Use. Any Owner may delegate its right of enjoyment to the Common Elements to the Owner's employees or family members, tenants, guests, licensees, and invitees, but only in accordance with and subject to the limitations of the Association Documents.

Section 8.8 Reservation of Easements, Exceptions, and Exclusions. Declarant reserves for itself and its successors and assigns and hereby grants to the Association the concurrent right to establish from time to time by declaration or otherwise, utility and other easements, including but not limited to, for streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, consistent with the ownership of the Property for the best interest of all of the Owners and the Association, in order to serve all the Owners of the Project. Declarant hereby reserves the right to grant such easements, from time to time, as may be required by any government agency. Such easements shall specifically include, but not be limited to, any public rights-of-way and any environmental easements required by federal, state or local environmental agencies, for so long as the Declarant holds an interest in any Unit.

Section 8.9 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

Section 8.10 Declarant Easements. Declarant reserves unto itself, its successors, assigns, lessees, guests, licensees and invitees, for so long as it holds any interest in any of the Property or the Units, as set forth on the Map, the same easement rights granted to Owners under this Declaration and specific easement rights over and across the Property as it may deem necessary for its use from time to time. During the period of Declarant Control, Declarant reserves (a) the right to dedicate any access roads and streets, to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; and (b) the right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking, which may or may not be a part of the Property for the benefit of the Owners or the Association.

ARTICLE 9

INSURANCE

9.1 General Insurance Provisions. The Association shall maintain, to the extent reasonably available:

9.1.1 Property insurance on the General Common Elements, the Limited Common Elements and the Units for broad form covered causes of loss; except that the total amount of insurance must be not less than the full insurable replacement costs of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date;

9.1.2 Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the General Common Elements, Limited Common Elements, and the Association, in an amount, if any, deemed sufficient in the judgment of the Board, insuring the Board, the Association, the Managing Agent, and their respective employees, agents, and all persons acting as agents. Declarant shall be included as an additional insured in Declarant's capacity as an Owner and Board member. The Owners shall be included as additional insureds (and upon the written request of a First Mortgagee of a Unit, such First Mortgagee shall be included as an additional insured) 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 (1) or more insured parties against other insured parties; and

9.1.3 The Association may carry such other and further insurance that the Executive Board considers appropriate, including Director's and Officer's liability insurance and insurance on Units that the Association is not obligated to insure, to protect the Association or the Owners.

9.1.4 Owners are advised that the forgoing insurance maintained by the Association is not anticipated to cover personal property or furnishings of Owners or upgrades installed by an Owner unless made part of the policy or policies of the Association at the option of the Board. EACH OWNER SHALL PURCHASE INSURANCE COVERING SUCH PERSONAL PROPERTY, FURNISHINGS AND UPGRADES, AND COMMERCIAL OWNERS SHALL PURCHASE BUSINESS INTERRUPTION INSURANCE, EACH AS PROVIDED IN SECTION 9.12 BELOW. Owners are advised to review the policies of the Association and their exclusions from coverage.

9.2 Quality of Insurer. All insurance policies carried pursuant this Article 9 shall be written by reputable companies duly authorized and licensed to do business in the State of Colorado with an A.M. Best's rating of "A" or better, if reasonably available or, if not reasonably available, the most nearly equivalent rating.

9.3 Policy Provisions. Insurance policies carried pursuant to Section 9.1 must provide that:

9.3.1 Each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association;

9.3.2 The insurer to the extent possible waives any right to claim byway of subrogation against Declarant, the Association, the Executive Board, the Managing Agent and the Owners, and their respective agents, employees, guests, tenants, invitees, members of an Owner's household and, in the case of Commercial Unit Owners, their respective lenders and licensees, as applicable;

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

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

9.3.5 The policy shall include a provision requiring a minimum of thirty (30) days' notice of any material change or cancellation of the policy, to the extent such provision is reasonably available.

9.4 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 9.1 must be adjusted with the Association, but the insurance proceeds for that loss may be payable to any insurance trustee designated for that purpose, or otherwise to the Association, or to the extent required by a First Mortgage, to a First Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 9.7 below, insurance proceeds held by an insurance trustee or the Association must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

9.5 Association Policies. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration, all or any equitable portion of the deductibles paid by the Association.

9.6 Insurer Obligation. An insurer that has issued an insurance policy for the insurance described in Section 9.1 shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

9.7 Repair and Replacement.

9.7.1 Any portion of the Property for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

9.7.1.1 The regime created by this Declaration is terminated;

9.7.1.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

9.7.1.3 The Owners representing an aggregate percentage interest in the Common Elements allocated to each Unit as set forth in Exhibit B to this Declaration of sixty-seven percent (67%) or more, including a majority of all votes allocated to Residential Owners and a majority of all votes allocated to Commercial Owners, and every Owner of a Unit or its appurtenant Limited Common Elements that will not be rebuilt agree in writing not to rebuild, subject, however, to Article 12 below and its procedures in the event of insufficient insurance proceeds

9.7.1.4 Prior to the conveyance of any Unit to a person other than Declarant, the Mortgagee holding a deed of trust or mortgage on the damaged portion of the Property rightfully demands all or a substantial part of the insurance proceeds.

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

9.8 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

9.9 Fidelity Insurance. Fidelity bonds may be maintained by the Association, to the extent reasonably available, to protect against dishonest acts on the part of its officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than six (6) months' current Assessments plus reserves as calculated from the then-current budget of the Association. The Association must also secure and maintain, or require to be secured or maintained by any parties handling the collection, deposit, transfer, or disbursement of Association funds, fidelity insurance with aggregate coverage of not less than six (6) months' assessments plus reserves as calculated from the then-current

budget of the Association; provided, however, in no event shall the coverage for third parties handling the collection, deposit, transfer, or disbursement of Association funds be less than \$50,000. In addition, all funds and accounts of the Association being held by a Managing Agent or other third persons shall be kept in an account separate from the funds of other parties held by such Managing Agent or third party, and all reserves of the Association shall be kept in an account separate from the operational account of the Association. Any such fidelity coverage shall name the Association as an obligee and such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

9.10 Worker's Compensation Insurance. The Executive Board shall obtain worker's compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

9.11 Other Insurance. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of or arising out of his status as a Director. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

9.12 Insurance Obtained by Owners. EACH OWNER SHALL PURCHASE A UNIT OWNER'S POLICY COVERING ALL OF SUCH OWNER'S PERSONAL PROPERTY AND HOUSEHOLD GOODS OR BUSINESS ASSETS, AS APPLICABLE, AND FURTHER COVERING UPGRADES AND BETTERMENTS MADE TO THE UNIT'S INITIALLY INSTALLED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, PLUMBING FIXTURES, LIGHTING FIXTURES, AND BUILT-IN APPLIANCES AND FIXTURES INSTALLED WITHIN THE UNIT AFTER ORIGINAL CONSTRUCTION. THE POLICY SHALL ALSO PROVIDE PERSONAL OR COMMERCIAL LIABILITY COVERAGE, AS APPLICABLE, FOR THE UNIT AND ITS OWNERS. EACH COMMERCIAL OWNER SHALL FURTHER PURCHASE AND MAINTAIN BUSINESS INTERRUPTION INSURANCE. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Unit as the Owner in the Owner's sole discretion shall conclude to be desirable. However, none of such insurance coverages shall affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage, nor shall such insurance coverage of an Owner result in apportionment of insurance proceeds as between policies of insurance of the Association and/or the Owner. An Owner shall be liable to the Association for the amount of any such diminution of insurance proceeds as a result of insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a default Assessment, with the understanding that the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners of Units. The Board may require an Owner to file copies of such policies with the Association within thirty (30) days after purchase of the coverage to eliminate potential conflicts with any master policy carried by the Association.

9.13 Rights of Subrogation. The Owners and the Association, for themselves and their insurers shall waive all rights of subrogation against Declarant and its contractors and suppliers, and their affiliates, to the extent that any insurer pays a claim on behalf of an Owner or Owners or the Association.

9.14 Unavailability or Cancellation of Coverage. Neither the Association, Declarant nor any Owner shall be liable for failure to obtain any insurance coverage required by this Declaration or for any loss or damage resulting from such failure, if such failure is due to the general unavailability of such coverage from reputable insurance companies. If the insurance described in Section 9.1 above is not commercially available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners.

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9.15 Association Policy on Insurance and Deductible Responsibilities. The provisions of this Article 9 may be supplemented by an Association Policy on Insurance and Deductible Responsibilities, which provides further details on the responsibility for coverage of specific improvements within the Project and the responsibility for payment of the deductible under the Association's insurance policies, which may be assessed against an Owner in certain instances.

9.16 Measures Related to Insurance Coverage. The Executive Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Project which are the maintenance responsibility of the Owner, which will, in the Executive Board's sole discretion, decrease the possibility of fire or other damage in the Project, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Executive Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors or other health/safety devices, requiring Owners to allow the Association to inspect the smoke detectors or other health/safety devices on a schedule to be determined by the Executive Board, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed Five Hundred Dollars (\$500) per Unit in any twelve (12) month period.

9.16.1 In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Executive Board pursuant to Section 9.16 above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Executive Board pursuant to Section 9.16, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or guest, lessee or occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

ARTICLE 10

ASSESSMENTS

10.1 Covenant of Personal Obligation of Assessments. Declarant, by creating the Units pursuant to this Declaration, and every other Owner, by acceptance of the deed or other instrument of transfer of its Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), is deemed to personally covenant and agree, with the Association, and hereby does so covenant and agree to pay to the Association the (1) the annual Assessments imposed by the Executive Board as necessary to meet the Common Expenses of maintenance, operation, and management of the Common Elements, and to perform the functions of the Association; (2) special Assessments for capital improvements and other purposes as stated in this Declaration or determined by the Executive Board from time to time; (3) default Assessments applicable to the Owner's Unit for the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents; and (4) any other assessment levied against Units under the Master Declaration or the Community Documents that the Association is required or elects to collect from Owners. No Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing its Unit. The Association is authorized to levy and collect from Owners of Units the Assessments attributable to the Property or the Units that is owed to the Master Association or the Town as part of the Association's own assessment procedures and to promptly remit such Assessments collected by the Association to the Master Association or the Town, as applicable. In accordance with Section 38-33.3-315(1) of the Act, Declarant shall pay all Common Expenses until the Association levies its first Assessment to Owners. In the event Assessments have not first been levied by the Association at the time of any conveyance of a Unit from Declarant to an Owner, then that Owner shall not be obligated for Common Expenses until the first levy of Assessments, which the Association may effect at any time upon written notice to Owners.

10.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety, convenience, and general welfare of the Owners, as determined by the Executive Board from time to time, and for the improvement and maintenance of the Common Elements and other areas of Association responsibility referred to herein, as more fully set forth in this Article below, including establishing and maintaining reserves for repairs, replacement, maintenance, taxes, capital improvements, and other purposes, which shall be consistent with Section 17-63 of the Town Code and Section I.H of the Town's Community Housing Guidelines. The Assessments may also be used for the purpose of satisfying assessment obligations of the Property or Units arising under the Master Declaration or Community Documents.

10.3 Annual Assessments. Annual Assessments for Common Expenses made shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners, subject to Section 10.5 below. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements; assessments payable by the Units or Property under the Master Declaration or Community Documents; expenses of management; insurance premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping of the Property; care of grounds within the Common Elements; routine repairs and renovations within the Common Elements; wages; common water and utility charges for the Common Elements; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any default remaining from a previous assessment period; and the

creation of a reasonable contingency or other reserve or surplus fund for general, routine maintenance, repairs, and replacement of improvements within the Common Elements on a periodic basis, as needed.

Annual Assessments shall be payable in quarterly installments, or on such other schedule as determined by the Executive Board from time to time, on a prorated basis in advance and shall be due on the first day of each payment period. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. In the event of surplus funds remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves, the Executive Board may within its discretion apply the surplus funds (a) into reserves, (b) toward the following year's Common Expenses, (c) toward a credit to Owners against future Assessments or in the form of a distribution, or (d) any combination of the foregoing.

10.4 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall generally be assessed to the Units on the basis of their Allocated Interests for Assessments as set forth in Exhibit B to this Declaration. Assessments owed to the Master Association or to the Town, will be assessed to the Units based on the allocation method set forth in the Master Declaration or Community Documents, as applicable. Common Expenses allocated to a particular class or group of Owners shall be allocated in a like manner among all Units within the applicable class or group of Units. Common Expenses will be allocated to the applicable Unit(s) for costs chargeable to such individual Unit(s) as provided in this Declaration, including, without limitation, expenses for maintaining, repairing, replacing, or improving any Limited Common Element allocated to such Unit(s); expenses of maintaining, repairing and replacing other exterior elements of such Unit(s); costs of insurance premiums in proportion to risk (if reasonably determinable) and/or insurance deductibles in the manner discussed in Article 9; costs of utilities assessed in proportion to usage if the same are separately measured or to the extent the same can otherwise be fairly and equitably attributed to the Unit(s); costs of telephone, television and internet services based on charges by the applicable provider or otherwise on an equitable basis (e.g., on number of active outlets); expenses chargeable to a particular Owner or Owners as provided in this Declaration or the Association Documents; and other expenses that directly benefit one or more, but less than all, of the Units and the general allocation of such expenses would be unfair and inequitable to other Owners. The Executive Board shall have full authority to determine the applicable allocation and budgeting category for each cost and expense of the Association, subject to the requirement that such allocation or budgeting category has a reasonable rationale, and further subject to the Owners' right to veto the budget pursuant to Section 10.5 below. Notwithstanding the foregoing, in the event of any dispute between the Residential Owners and the Commercial Owners (or between the residential and commercial representatives on the Executive Board) regarding the allocation of Common Expenses between the budgeting categories, then such issue shall be submitted to binding arbitration in accordance with this Declaration.

10.5 Annual Budget. Within ninety (90) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than ten (10) nor more than fifty (50) days after mailing or other delivery of the summary. Unless at that meeting sixty-seven percent (67%) or more of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. With respect to any budget adopted by a particular class of Director(s) representing that ownership class, such class budget will be deemed

approved by the class of Owners in the absence of a veto at the noticed meeting by a vote of sixty-seven percent (67%) or more of all votes within such ownership class. In the event that 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. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners as provided herein no less frequently than annually. The Executive Board shall levy and assess the Association's annual Assessments in accordance with the annual budget.

10.6 Special Assessments. In addition to the annual Assessments authorized above, the Executive Board may at any time and from time to time determine, levy, and assess in any fiscal year (without the vote of the Owners, except as required by law and in this Section below) a special Assessment applicable to that particular fiscal year (and for any such longer period as the Executive Board may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Common Elements, or for any other expense incurred or to be incurred by this Association as provided in this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners in the same proportion as provided for annual Assessments, subject to the requirements that any extraordinary maintenance, repair or restoration work on fewer than all of the Units shall be borne by the Owners of those affected Units only; and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions or uses of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner. Special Assessments shall be based on a budget adopted in accordance with Section 10.5; provided that, if necessary, the Association may adopt a new budget pursuant to Section 10.5 prior to levying a special Assessment. Notice in writing of the amount of such special Assessments and the time for payment of the special Assessments shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given.

Notwithstanding the foregoing or any contrary provision herein, in the event that the Executive Board, as part of a single proposal or as part of more than one proposal that nonetheless involves a single or integrated plan, proposes (a) a special Assessment, or series of periodic special Assessments, (b) a loan or other monetary obligation, and/or (c) an increase in annual Assessments; each of which alone or all in combination exceed twenty percent (20%) of the prior year's annual budget of the Association, such proposal(s) must be approved by the Executive Board, with the approval of at least one (1) director representing each of the Residential Owners and the Commercial Owners, and the approval of a majority of the votes of any quorum of Owners present at a meeting called for such purpose.

10.7 Due Dates for Assessment Payments. Unless otherwise determined by the Executive Board, the annual Assessments and any special Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the Association at its office or as the Executive Board may otherwise direct, without notice (except for the notices required by this Article 10), on the first day of each calendar quarter. The Association may, without obligation, collect from Owners assessments owing to the Master Association or the Town, and remit same to the Master Association or Town, as applicable. If any such installment shall not be paid within fifteen (15) days after it shall have become due and payable, then the Executive Board may assess a "late charge" on the installment in an amount of fifteen percent (15%) of the installment (or of the amount outstanding on such installment, if less) or such other charge as the Executive Board may fix by rule from time to time. An Owner's Assessment shall be prorated if the

ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a quarter or other applicable payment period.

10.8 Declarant's Obligation to Pay Assessments. Declarant shall be obligated to pay the Assessments (including installments thereof) on each Unit owned by it.

10.9 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, Master Declaration or Community Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, Master Declaration or Community Documents, and any expenses incurred by the Association as a result of the failure of an Owner to abide by the Association Documents, Master Declaration or Community Documents (including without limitation attorney's fees) shall become liens against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such default Assessment shall be sent to the Owner subject to the Assessment at least thirty (30) days prior to the due date.

10.10 Lien for Assessments. The Assessments (including installments of the Assessments) arising under the provisions of this Declaration (together with any and all interest, costs, late charges, expenses, and reasonable attorneys' fees, including legal assistants' fees, which may arise under the provisions of Section 10.11 below) shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Unit to which such Assessments apply. To further evidence such lien upon a specific Unit, the Association may, but shall not be obligated to, prepare a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Bylaws of the Association and Section 10.11 below, the name of the Owner or Owners of the Unit, and any and all other information that the Association may deem proper. Any such lien notice shall be signed by a member of the Executive Board, an officer of the Association, or the Managing Agent and may be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Unit and attaches without notice at the beginning of the first day of any period for which any Assessment is levied.

10.11 Effect of Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (i) interest shall accrue at eighteen percent (18%) per annum on any amount of the Assessment which was not paid within such 30-day period or on the amount of Assessment in default, whichever shall be applicable, accruing from the due date until date of payment, (ii) the Association may declare due and payable all unpaid quarterly or other installments of any Assessment otherwise due during the fiscal year during which such default occurred, (iii) subject to the Association's collection policy, the Association may thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same, and (iv) the Association may proceed to foreclose its lien against the particular Unit in the manner and form provided by Colorado law for foreclosure of real estate mortgages.

10.11.1 An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. If any such Assessment (or installment thereof) is not fully paid when due and if the Association commences such an action (or counterclaims or cross-claims for such relief in any action) against any Owner personally obligated to pay the same, or proceeds to foreclose its lien against the particular Unit, then all unpaid installments of Assessments (including any such installments or Assessments arising during the proceedings of such action or foreclosure proceedings), any late charges under Section 10.7 above, any accrued interest under this Section 10.11, the Association's costs, expenses, and reasonable attorneys' fees (including legal assistants' fees) incurred for any such action or foreclosure proceedings shall be taxed by the court as part of the costs of any such action or foreclosure proceedings and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the particular Unit in satisfaction of the Association's lien.

10.11.2 Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, or mortgage the Unit, and to convey, or otherwise deal with the Unit acquired in such proceedings.

10.11.3 First Mortgagees shall be entitled to cure any delinquency in the payment of Assessments of the Owner of a Unit encumbered by the First Mortgagee. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

10.12 Successor's Liability for Assessments. Notwithstanding the personal obligation of each Owner of a Unit to pay all Assessments on the Unit, and notwithstanding the Association's perpetual lien upon a Unit for such Assessments, to the extent permitted by applicable law, all successors in interest to the fee simple title of a Unit, except as provided in Section 10.14 and Section 10.15 below, shall be jointly and severally liable with the prior Owner or Owners of the Unit for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Unit, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. However, such successor in interest shall be entitled to rely upon the existence and status of unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees as shown upon any certificate issued by or on behalf of the Association to such named successor in interest pursuant to the provisions of Section 10.14 below.

10.13 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Owner irrevocably waives the homestead exemption provided by Part 2, Article 41, Title 38, Colorado Revised Statutes, as amended. To the fullest extent allowed by law, the Association's perpetual lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

10.13.1 Real property ad valorem taxes and special assessment liens duly imposed by a Colorado governmental or political subdivision or special taxing district, or any other liens made superior by statute;

10.13.2 Except to the extent Colorado law provides a priority for the Association's lien for Assessments over a First Mortgage, the lien for all sums unpaid on a First Mortgage recorded before the date which the Assessment sought to be enforced became delinquent, including any and all advances made by the First Mortgagee and notwithstanding that any of such advances may have been made subsequent to the date of the attachment of the Association's liens; and

10.13.3 Any lien created by the Master Declaration.

With respect to the foregoing subpart 10.13.2, and to the extent provided by law, any First Mortgagee who acquires title to a Unit by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Unit free of any claims for unpaid Association Assessments, interest, late charges, costs, expenses, and attorneys' fees against the Unit which accrue prior to the time such First Mortgagee or purchaser acquires title to the Unit, and the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense at the direction of the Executive Board.

All other persons not holding liens described in Section 10.13 above and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's future liens for Assessments, interest, late charges, costs, expenses, and attorneys' fees, as provided in this Article 10, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

A sale or other transfer of any Unit, including but not limited to a foreclosure sale, except as provided in Section 10.13 above and except as provided in Section 10.14 below, shall not affect the Association's lien on such Unit for Assessments, interest, late charges, costs, expenses, and attorneys' fees due and owing prior to the time such purchaser acquires title and shall not affect the personal liability of each Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser or transferee of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

10.14 Statement of Status of Assessments. Upon fourteen (14) calendar days written request (furnished in the manner described below for the response to such request) to the Managing Agent, Executive Board or the Association's registered agent and payment of a reasonable fee set from time to time by the Executive Board, any Owner, prospective purchaser of a Unit, or Mortgagee shall be furnished, by personal delivery, overnight delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) a statement of the Owner's account setting forth:

10.14.1 The amount of any unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Unit;

10.14.2 The amount of the current installments of the annual Assessment and the date that the next installment is due and payable;

10.14.3 The date of the payment of any installments of any special Assessments then existing against the Unit; and

10.14.4 Any other information deemed proper by the Association.

Upon the issuance of such a certificate signed by a member of the Executive Board, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith. Unless such a statement of status of Assessments is delivered as described above within said fourteen (14) calendar day period, the Association shall have no right to assert a lien upon the Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

10.15 Protection of Association's Lien. With the approval of the Executive Board, the Association may protect its lien for Assessments against any Unit by submitting a bid at any sale held for delinquent taxes payable with respect to the Unit.

10.16 Failure to Assess. The omission or failure of the Executive Board to fix the Assessment amounts or rates or to deliver or mail an Assessment notice to each Owner will not be deemed a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association in accordance with any budget procedures as may be required by law.

ARTICLE 11

ASSOCIATION AS ATTORNEY IN FACT

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any Association-Insured Property or Owner-Insured Property (as defined in Section 12.1 below), upon their damage or destruction as provided in Article 12, or a complete or partial taking as provided in Article 13 below. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact. The Association may exercise its authority as attorney-in-fact for any purpose permitted pursuant to this Declaration only if, in each and every instance where such exercise is so permitted, the Executive Board approves the exercise of such authority by the affirmative vote of a majority of the voting Directors. If the Executive

Board fails to so approve any exercise of authority as attorney-in-fact, the Association shall have such authority as it may have pursuant to the Act.

ARTICLE 12

DAMAGE OR DESTRUCTION

12.1 The Role of the Executive Board. In the event of damage to or destruction of all or part of any Common Elements, or other property covered by insurance written in the name of the Association under Article 9, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property. The property insured by the Association pursuant to Article 9 is sometimes referred to as the "Association-Insured Property". As set forth in Section 5.1, the Executive Board shall also arrange for and supervise the repair and restoration of damage to portions of the Property maintained by the Association, even though the insurance is written in the name in the Owners pursuant to Article 9. (The property insured by the Owners pursuant to Article 9, but maintained by the Association pursuant to Article 5, is sometimes referred to as the "Owner-Insured Property").

12.2 Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property or the Owner-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete, of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article 12 shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the insurance trustee, if any, determines to be necessary.

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

12.4 Funds for Repair and Reconstruction; Insufficient Funds. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement, and reconstruction of the Association-Insured Property. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement, or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 10.7, levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like

manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction. The proceeds received by an Owner from any hazard insurance on Owner-Insured Property shall be paid to the Association and used for the purpose of repair, replacement, and reconstruction of the Owner-Insured Property. If the proceeds of the Owner's insurance are insufficient to pay the estimated or actual cost of such repair, replacement, or reconstruction of the Owner-Insured Property, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 10.7, levy, assess, and collect in advance from the respective Owner or Owners, a special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction.

12.4.1 Notwithstanding the foregoing or any contrary provision in this Article 12, in the event that insurance proceeds are insufficient to pay the estimated cost of repair, replacement or reconstruction of the Association-Insured Property or Owner-Insured Property based on the estimate or estimates of the costs to complete same, then Owners representing at least sixty-seven percent (67%) of the votes in the Association and sixty-seven percent (67%) of all directly adversely affected Owners may agree in writing not to repair and reconstruct the damaged improvements or may adopt a plan for the construction of alternative improvements. Any Association-Insured Property or Owner-Insured Property not reconstructed shall be restored to its natural state and maintained by the Association in a neat and attractive condition.

12.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as special Assessments, then in equal shares per Unit, first to the Mortgagees and then to the Owners, as their interests appear.

12.6 Repairs. All repairs and reconstruction contemplated by this Article shall be performed substantially in accordance with this Declaration, the Map of the Project and the original plans and specifications for the Project, unless other action is approved by the Association in accordance with the requirements of this Declaration and the other Association Documents.

12.7 Notice of Damage or Destruction/Construction Mortgagee Rights. In the event that any portion of the Project is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Association to each Owner and First Mortgagee of the affected Units within a reasonable time following the event of casualty damage. Notwithstanding anything to the contrary in this Article 12 or otherwise in the Declaration, in the event of damage or destruction, a First Mortgagee shall be entitled to use of all insurance proceeds, including those received by the Association, on and in accordance with the terms and conditions of its First Mortgage and the associated loan documents; provided that the Unit will be subject to a special Assessment sufficient to provide funds to pay such Unit's share of the estimated or actual costs of repair and reconstruction of the Common Elements.

ARTICLE 13
CONDEMNATION

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

13.2 Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for those Owners for whom use of the Common Elements was conveyed and, unless otherwise required by law, the award shall be disbursed as follows:

13.2.1 If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Owners who represent at least sixty-seven percent (67%) of the votes of all of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board. If such improvements are to be repaired or restored, the provisions in Article 12 above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Unit among the Owners, first to the Mortgagees and then to the Owners, as their interests appear.

13.3 Complete Condemnation. If all of the Property is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Elements shall be distributed as provided in Section 12.5 above.

13.4 Notice of Condemnation. In the event that any portion of the Project shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each Owner and First Mortgagee.

ARTICLE 14

OBSOLESCENCE

14.1 Adoption of Plan; Rights of Owners. The Owners representing an aggregate percentage interest in the Common Elements allocated to each Unit as set forth in Exhibit B to this Declaration of sixty-seven percent (67%) or more may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction thereof. Written notice of the adoption of such a plan shall be given to all Owners and a copy of such plan shall be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, and the expense of renewal and reconstruction shall be payable by all of the Owners as Common Expenses.

14.2 Sale of Obsolete Units. The Owners representing an aggregate percentage interest in the Common Elements allocated to each Unit as set forth in Exhibit B to this Declaration of sixty-seven percent (67%) or more may agree that the Units are obsolete and that the Project should be sold. In such instance, the Association shall immediately record in the Office of the Clerk and Recorder of Eagle County, Colorado, a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat, and the Articles of Incorporation and Bylaws of the Association. Unless otherwise agreed in writing by all the Owners, the sale proceeds (and any insurance proceeds under Section 16.5 above) shall be apportioned among the Owners in proportion to each Owner's percentage interest in the Common Elements allocated to each Unit as set forth in Exhibit B to this Declaration, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Unit. Each such account shall be in the name of the Association and shall be further identified by the Unit designation and the name of the Owner and designated as an agency account. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to another, to the respective Unit Owner.

ARTICLE 15

PROPERTY RESTRICTIONS

15.1 Residential Uses. All Residential Units shall be used for dwelling and lodging purposes only, in conformity with all zoning laws, ordinances and regulations and with all provisions of this Declaration. A Residential Unit may be used for home occupations, provided (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Residential Unit; (b) the business activity does not involve visitation of the Residential Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residence without business activity; (c) the business activity is legal under all local, state and federal laws and conforms to all zoning requirements for the Project; (d) the business activity does not increase pedestrian or vehicular traffic in the Project in excess of what would normally be expected for Residential Units in the Project without business activity; (e) the business activity is consistent with the residential character of the Residential Unit and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or occupants of the Project; and (f) the business activity does not result in a materially greater use of Common Elements or other facilities at the Project, in each case as determined at the discretion of the Executive Board. Long-term

or short-term rentals shall not be considered a home occupation or commercial use. No Residential Unit may be used for "day care," "child care" or "pet care" services, whether licensed or unlicensed. No signage shall be permitted identifying home occupations. Notwithstanding the foregoing, Declarant may use any Residential Unit as a sales office, management office, rental and/or property management office, storage facility and/or such other uses as may be permitted under the Act.

15.2 Commercial Uses. The Commercial Units shall be used and occupied for service, office [and retail] business purposes, including, but not limited to, [retail stores], services, offices, [food and beverage operations], medical clinics (which may have night hours of operation but not overnight care of patients) or for other commercial purposes permitted by applicable zoning. Owners of Commercial Units may rent or lease such Units to others for the uses permitted herein. Any commercially customary operating hours, and the customary lights, sounds and odors which result from such activities, shall not be deemed a nuisance; provided, however, (i) no amplification or other excessive noise shall be permitted between the hours of 9:00 p.m. and 7:00 a.m., (ii) no outdoor activities of any kind shall be permitted during the hours of 9:00 p.m. and 6:00 a.m., and (iii) no use of machinery which would generate a high level of noise or impact to the Residential Units of the Project. Declarant may use any Commercial Unit as a sales office, management office, rental and/or property management office, storage facility and/or other uses as may be permitted under the Act. Notwithstanding the foregoing, no Commercial Unit or appurtenant Limited Common Elements shall be used for any manufacturing business or other similar industrial use.

15.3 Restrictions on Leasing; Prohibition on Timesharing. An Owner shall have the right to lease its Unit upon such terms and conditions as the Owner may deem advisable, subject to the limitations and requirements set forth below (which limitations and requirements shall similarly apply to any subleases by tenants of any Owner). No Unit may be used for the creation of "time share estates" as defined in C.R.S. § 38-33-110. Any lease, sub-lease or rental agreement related to a Unit must be in compliance with all laws, ordinances and regulations. Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this Declaration and all governing documents of the Association (copies of which are to be furnished to the tenant of the Unit by the Owner thereof). Both the Unit Owner and the tenant(s) shall be jointly and severally liable to the Association for any and all violations caused by said tenants. Leasing of a Unit shall not relieve the Unit Owner of his or her rights, responsibilities and obligations under this Declaration and other governing documents, including, but not specifically limited to, the duty to pay Assessments, and the same shall be as fully enforceable as to such Unit Owner as though such Unit Owner were itself occupying such Unit. Units 250, 252, 350 and 352 are not allowed to be rented for periods of less than 6 months.

15.4 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 other provisions contained in this Declaration, as the same may be amended from time to time.

15.5 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on or removed from any part of the Common Elements by any Owner without the prior written approval of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Owner without the prior written approval of the Association. Without the prior written

consent of the Executive Board, no Owner or occupant of a Unit shall penetrate the interior surface walls or drywall of an Individual Air Space Unit for any reason, including, by way of illustration, but not limitation, running speaker wire or cable in a Unit. With prior written approval by the Executive Board, and subject to any restrictions imposed by the Executive Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Executive Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of the Owner and Owner's guests, lessees and invitees, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. Upon the request of the Association, such Owner shall also immediately reimburse the Association for any expenses that it incurs related to any damage or injury to any person or improvement as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury, is caused solely by the willful acts or gross negligence of the Association, its agents or employees. This Section shall not apply to Declarant, so long as Declarant shall own a Unit.

15.6 Use of Limited Common Elements. Except as otherwise provided herein, the use of the Limited Common Elements assigned to Unit(s) is restricted exclusively to the Owners of the Unit(s) to which such Limited Common Elements are assigned, and said Owner's employees, guests, lessees and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

15.7 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements or any part thereof, that would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association or Owners, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Property. No damage to or waste of the Common Elements shall be committed by any Owner, or by any employee or family member of an Owner, or by any guest, lessee, invitee, or contract purchaser of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by the Owner, its employees, family members, guests, lessees, invitees, or contract purchasers. Failure to so indemnify shall be a default by such Owner under this Section, and such amount to be indemnified shall automatically become a Default Assessment determined and levied against such Unit. At its own initiative or upon the written request of any Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a Default Assessment as provided in this Declaration.

15.8 Overloading. The Units may not be used for any use beyond the maximum loads the floors of the Project designed to carry and no apparatus, equipment, fixtures or other property of any nature may be located within the Unit if the same, singularly or in the aggregate, would violate the maximum loads that the structural flooring in the Unit is designed to support. Further, a Unit may not be used for any use which would place any extraordinary burden on any portion of the Project.

15.9 Nuisance. The Units may not be used for any use (1) constituting a public or private nuisance, (2) consisting of the manufacture of any product, or (3) which causes undue odor, noise, vibration or glare, including, without limitation, the use of amplification or equipment, in each instance in a manner that in the sole discretion of the Executive Board interferes with the rights, comfort or convenience of the other Owners. This Declaration sets forth specific prohibitions and regulations related to smoking. The Association may adopt rules and regulations to further define and regulate possible nuisances.

15.10 Smoking Prohibitions and Regulation. Smoking is absolutely prohibited on the Limited Common Elements and all Common Elements of the Project within 25 feet of all operable windows, doors and air intakes of the Project. . Smoking is permitted within the Individual Air Space Unit of a Residential Unit; provided that smoking in the Unit does not create a nuisance in violation of the governing documents of the Association or of applicable law. The Association may adopt rules and regulations to further define and regulate smoking. Smoking shall be deemed to include the use of smoke-producing or vapor-producing products such as, but not limited to, cigarettes, cigars, pipes, marijuana, hookah, and electronic smoking devices (e.g., vaping). Smoking shall not be deemed to include smoke-producing or vapor-producing products involved with customary cooking, grilling or other household practices within a Unit.

15.11 Violation of Law. No portion of a Unit may be used for any use which violates any law, statute, ordinance, rule, regulation or order of any governmental authority having jurisdiction over the Property, including, without limitation, any of them that regulate or concern hazardous or toxic waste, substances or materials.

15.12 Regulation of Pets. Subject to the applicable law, the Executive Board shall have full and absolute authority to adopt and enforce rules and regulations related to animals and pets within the Project, including, without limitation, the prohibition of animals or pets by tenants or of animals or pets deemed dangerous, exotic or a threat to the well-being of people or other animals or otherwise being possessed of a disposition that is unreasonably annoying to other residents. Habitually barking, howling or yelping dogs shall be deemed a nuisance and shall be subject to permanent removal from the Project. No animals of any kind are allowed to be raised, bred or maintained for any commercial purpose. The Executive Board has the right to determine in its sole discretion whether any animals are being kept for commercial purposes or are being kept in violation of any of the rules and regulations adopted by the Executive Board with respect to animals. The Owner having control over the pet is responsible for cleaning up after the pet and will hold the Association harmless from any liability, claim, damage, cost or expense resulting from any action of their pet. At any time a pet is outside the Unit, it must be accompanied by its owner and on a leash and otherwise under the control of its owner. The Executive Board may take such action or actions as it deems reasonably necessary to correct any violation, including, after notice and the opportunity for a hearing as provided in the Responsible Governance Policies of the Association, directing permanent removal of the animal(s) from the Project and/or the imposition of fines during any period of violation.

15.13 Window Coverings. To ensure a consistent exterior appearance for the Residential Units, all window coverings as seen from outside of a Residential Unit or the Building must be the color specified in the Association's rules and regulations. All window coverings must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Executive Board. The Executive Board will

adopt rules and regulations requiring specific window coverings as the approved window coverings for all Residential Units and/or otherwise regulating window coverings and their appearance.

15.14 Windows and Glass Doors. No windows or glass doors within a Unit may have any reflective or tinted substance placed on them unless expressly approved by the Association in the manner provided in the rules and regulations of the Association. The Association intends to adopt regulations governing the tinting of windows and any tinting by an Owner of a Unit must fully comply with same. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

15.15 Signs. Except as expressly permitted under the Act, no signs, banners, pennants or similar items may be displayed to the public view on or from a Residential Unit without the Executive Board's prior written approval, which may be granted, denied or conditioned in the sole and absolute discretion of the Executive Board. Any signs displayed to the public view from a Commercial Unit shall be subject to the provisions of Section 15.21.3 below.

15.16 Refuse Removal. All rubbish, garbage and debris will be regularly removed from Units and Common Elements and will not be allowed to accumulate. All trash, garbage and other debris will be disposed of in accordance with the normal practices and procedures of and in places designated by the Association, as may change from time to time.

15.17 Balconies. The balconies, if any, that are Limited Common Elements of Units shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning of rugs, or storing other objects, including, without limitation, any bicycles, skis, recreational equipment or gear or other personal property of any nature, except as permitted by law or by any rules and regulations adopted by the Association. No outdoor or patio furniture, barbecue grill, landscaping or plant materials or other personal property or improvements may be placed on any balcony except in accordance with the rules and regulations of the Association or otherwise specifically approved in writing by the Executive Board. The Executive Board may adopt rules and regulations requiring specific furniture, barbecue grills and/or other personal property as the approved items for use on balconies, it being acknowledged that such rules and regulations may specify distinct requirements for each floor on which a balcony is located. Except for unit 360, no hot tubs, spas or similar devices may be placed, installed or otherwise used on the balconies [unless approved by the Executive Board]. No exterior equipment or fixtures, including but not limited to speakers or other amplification equipment, may be installed on any of the balconies without the prior written approval of the Executive Board. Each Owner or tenant associated with such Unit shall maintain the balcony in such Unit in a state of good cleanliness and order.

15.19 Unit Temperatures. The Units must (a) be heated as necessary to maintain a minimum temperature of 55 degrees Fahrenheit from October 1 through May 30 every year, and (b) not be cooled to a temperature that causes undue moisture and frosting of Unit elements.

15.20 No Impairment. No Owner, guest, lessee, invitee or agent of such Owner shall do any work which, in the reasonable opinion of the Executive Board, would jeopardize the soundness or safety of the Project or any structure created thereon or would impair any easement or other interest in real property thereto.

15.21 Commercial Unit Operations and Alterations. Notwithstanding anything to the contrary contained in this Declaration, but subject to all applicable-laws, ordinances, and regulations imposed by the Town, an Owner of a Commercial Unit, and/or such Owner's tenant may alter that portion of the Commercial Unit's building facade that serves as its exterior facade and other Common Elements located immediately adjacent to the Commercial Unit (including the creation, removal and relocation of entrances, exits, windows, window boxes, speakers, lighting, awnings, canopies, shutters and other architectural features), provided that (a) such alteration is approved, to the extent applicable, by the Executive Board for the harmony of the proposed alteration with then-existing external design, the quality of materials and other customary considerations, (b) at least seven (7) days prior to the initially scheduled meeting of the Executive Board to consider such alterations, the applicable Owner provides to the Executive Board notice of any proposed exterior alteration, and copies of proposed plans submitted, (c) the approved alteration is constructed and completed by the applicable Owner or tenant in a manner that does not impair or diminish any other improvements or the support, structural elements or other elements of the Building, (d) the Owner of the applicable Commercial Unit shall promptly repair or cause to be repaired any damage to any Common Elements caused by the construction or installation of an approved alteration at its expense, and (e) all necessary approvals from any governmental or other authority having jurisdiction over the applicable areas of the Project are secured.

15.21.1 An Owner of a Commercial Unit and/or such Owner's tenant may make improvements or alterations to the applicable Unit or any appurtenant Limited Common Elements, provided that (a) at least seven (7) days prior to the planned commencement of construction, the applicable Owner provides to the Executive Board notice of any proposed alteration, the date and time of scheduled construction (which shall be updated as appropriate), and copies of proposed plans for such alteration, (b) the improvement or alteration is constructed and completed by the applicable Owner or tenant in a manner that does not impair or diminish any other improvements or the support, structural elements or other elements of the Building, (c) the Owner of the Commercial Unit shall promptly repair or cause to be repaired any damage to any Common Elements caused by the construction or installation of such improvement or alteration at its expense, and (d) all necessary approvals from any governmental or other authority having jurisdiction over the applicable areas of the Project are secured.

15.21.2 Subject to the restrictions of this Declaration, an Owner of a Commercial Unit and/or such Owner's tenant may change the use of a Commercial Unit and, to the extent required, apply for and obtain land use approvals and other licenses and permits that are necessary or appropriate for the conduct of such revised use, provided such use does not violate the provisions of this Declaration, the Master Declaration, the Community Documents or any other covenant applicable to the Commercial Unit.

15.21.3 An Owner of a Commercial Unit and/or such Owner's tenant may erect and attach signs, banners, posters, decorations, projections and other similar items on the exterior of the Commercial Unit ("Commercial Signs") on the condition that (a) such Commercial Signs are in compliance with the then-current applicable signage plan and

regulations for Basalt River Park and the Town of Basalt, (b) the Commercial Signs are complimentary in size, quality and color scheme with then-existing Commercial Signs at the Project, and (c) their locations are approved by the Executive Board.

15.22 Marijuana. The cultivation, processing, distribution, sale (including offer for sale) of marijuana whether by an Owner, tenant or any employee, guest, tenant, agent, invitee or licensee of Owner is prohibited within the Project. For purposes of this Section, "marijuana" shall mean any part of the cannabis plant, whether dried, living, in seed or extract form, and whether or not incorporated into a topical, ingestible, edible or vaporized product, and shall include synthetic cannabis.

15.23 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent (i) the exercise by Declarant of any special declarant rights, with the exception of development rights (as those terms are defined in the Act); or (ii) the erection or maintenance by Declarant or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of property within Property; provided, however, that Declarant shall comply with the Act in the exercise of the rights in this Section.

15.24 Antennas and Satellite Dishes. No satellite dishes, antennas and similar devices for the transmission or reception of television, radio, satellite or other signals of any kind (hereinafter, a "Reception Device") shall be permitted upon the exterior of any Residential Unit within the Community except as otherwise expressly provided herein. Subject to the review and prior written approval of the Executive Board with respect to the location, configuration and any potential negative impacts upon the Community arising from the same, any Unit Owner may be permitted to locate a satellite dish on the exterior of the Residence so long as such satellite dish is 18" or less in diameter or diagonal measurement ("Permitted Devices"). Any such Permitted Devices so approved by the Executive Board pursuant to the foregoing shall be placed in the least conspicuous location possible on the exterior of the Residence, shall be screened from view as much as possible, all in a manner approved in writing by the Executive Board. This Section is intended to comply with the Telecommunications Act of 1996 and the rules and regulations promulgated by the Federal Communications Commission (FCC). Specifically, this Section is not intended to unreasonably delay or prevent installation, maintenance or use of Permitted Devices, unreasonably increase the cost of installation, maintenance or use of Permitted Devices, or preclude reception of an acceptable quality signal. In the event that any portion of this Section is found to violate such Act or any rule or regulation of the FCC this Section shall be amended to the extent necessary to comply with the Act, rule or regulation.

ARTICLE 16

OTHER ASSOCIATION MATTERS AND OWNER ACKNOWLEDGEMENTS

16.1 Architectural Control.

16.1.1 No exterior or structural addition, attachment, change or alteration to any Unit or its landscaping, irrigation system or other exterior improvement (including, without limitation, the construction of any additional skylight, window, awning, or door or the installation of any basketball hoop or sports equipment) shall be made until the plans and specifications showing the nature, kind, shape, height, color, 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 and topography by the Executive Board. The alterations and changes described in this Section shall also be in compliance with all applicable zoning and other laws, rules, and regulations, including the Community Documents.

16.1.2 After receiving the approval of the Executive Board, the Owner required to obtain such approval shall thereafter obtain all other approvals as may be required by any governmental or quasi-governmental body having jurisdiction over the Property.

16.2 General Reservation. Declarant reserves the right to dedicate any access roads, streets, alleys, drive lanes and/or sidewalks serving the Project for and to public use and to allow such improvement to be used by owners of adjacent land.

16.3 No Use of Trademark. The term "River Park Lofts" is a service mark and trade name of Declarant. Each Owner, by accepting a deed to a Unit, covenants and agrees that such Owner shall not use the terms "River Park Lofts" without the prior written permission of Declarant.

16.4 Acknowledgements. Each Owner is hereby advised of, and acknowledges and understands, the following matters affecting the Project and the Owners' use and enjoyment thereof:

16.4.1 Other Properties. Each Owner acknowledges and accepts that other properties are located adjacent to and in the general vicinity of the Project (the "Other Properties") and that the Other Properties may be developed pursuant to the land uses permitted by the Community Documents and applicable zoning ordinances, as well as any other governmental rules, regulations, or policies in effect now or in the future which are applicable to the Other Properties (collectively, the "Ordinances"). Neither Declarant nor Declarant's employees, agents, officers, directors and affiliates make any representations concerning the planned uses of the Other Properties. Each Owner further acknowledges and accepts that the zoning for the Property and the Other Properties is established and governed by the Ordinances. Any amendment of those Ordinances requires approval of the applicable governmental body.

16.4.2 No Environmental Representation. Each Owner acknowledges and agrees that Declarant has not made, and Declarant hereby specifically disclaims, any warranty or representation concerning any geological or environmental matters pertaining to the Property or the Project.

16.43 No Interest in Amenities. No interest in or right to use any amenity located near the Project, such as swimming pools, spas, workout facilities, club facilities, concierge services or the like, shall be conveyed to any Owner pursuant to this Declaration.

16.44 Mountain Conditions. Ownership of real property in mountain areas involves certain inherent inconveniences. These include, but are not limited to, (a) dripping water onto sidewalks, parking areas, balconies and patios from snow melt, (b) snow and ice build-up on sidewalks, parking areas, balconies, patios and roofs, during winter months, and the need to remove snow and ice to prevent leaking or damage to these improvements, (c) the need to maintain the internal temperature of the Units at a minimum temperature of 60 degrees in order to prevent broken pipes, and (d) other inconveniences arising from the sometimes severe winter conditions in the Rocky Mountains.

16.45 Construction Activities. The Property is located in an area that is subject to or near ongoing construction activities (collectively, the "Construction Activities"). The Construction Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Construction Activities may include, without limitation: (a) construction traffic (including, without limitation, construction vehicles, equipment and vehicles used or owned by Declarant, its affiliates, adjacent landowners, and the employees, agents and contractors of any of them); and (b) construction activities (including, without limitation, grading, excavation, clearing, site work, relocation of roadways and public utilities and construction of improvements) relating to nearby properties.

16.46 Commercial and Nearby Activities. A variety of commercial activities are and may be conducted on and adjacent to the Property. The Commercial Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Property is located adjacent to or near a planned community center, restaurant and park, and such uses may generate considerable noise and other inconveniences. It is hereby disclosed to all owners, purchasers, occupants, lenders, tenants, and any other users of parcels (collectively, "interested parties") that such parcels are benefited by their location near the roaring fork river, a significant Town-owned park on the roaring fork river, a town-owned park and governmental Buildings to the north across two rivers road, an adjacent roaring fork transportation Authority bus stop, an adjacent nonprofit entity headquarters, a nearby recreational Shooting range, restaurants and bars, and numerous other public and private facilities Near the center of the town of basalt, Colorado. Such location represents a unique and Desirable amenity that provides access to many year-round activities. All of these facilities And the numerous activities associated with those facilities are anticipated to generate Unpredictable, year-round disturbances of and from, among other things, light, noise (including concerts and similar events, use of shooting range), crowds (including public Markets, festivals and other events), vehicles, construction and maintenance activity, and Public use of the town parks. In approving this development of the subject property, the Town of basalt is not obligated to mitigate such impacts or the uses and activities causing Such impacts. Each interested party, as the case may be, acknowledges and accepts the Existence, continuation, and expansion of such impacts and the uses and activities causing Such impacts. Each interested party can anticipate the foregoing and other disturbances from time to time. By accepting a deed to or lease of all or any portion of a parcel shown On this plat, the interested party thereof for itself, its successors and assigns, Acknowledges that such property may be so affected and forever waives, releases and relinquishes any right to contest, object to or

to make any claim to or for damages, Nuisance or otherwise against basalt river park, lie or the town of basalt, Colorado, and their respective successors and assigns arising out of the foregoing activities and any Disturbances caused thereby whatsoever. This language shall be included any lease of the Subject property.

16.4.7 Waiver and Release. Each Owner acknowledges that the Construction Activities and the commercial and community activities described above, and the impacts and disturbances generated by such activities, may occur in and around the Property, and may occur during daytime and nighttime and may be temporarily or permanently interrupted, discontinued or modified, in whole or in part, from time to time. Each Owner agrees that Owner will not have the right to object to the existence, occurrence, or the temporary or permanent interruption, discontinuance or modification of the Construction Activities or the commercial or community activities.

16.4.8 No View Easement. Notwithstanding any oral, written, or other representation made to each Owner to the contrary by Declarant, any real estate agency or any broker, agent, employee or representative of Declarant, or any other person, and by taking title to a Unit each Owner acknowledges and agrees, there is no easement or other right, express or implied, for the benefit of Owner for light, view or air included in or created by this Declaration, or as a result of owning a Unit. Each Owner acknowledges and agrees that any view, sight lines, or openings for light or air available from the Property, may be blocked or altered in whole or in part in the future by virtue of natural or unnatural causes, including but not limited to future construction or expansion of commercial or residential buildings or facilities or by landscaping.

16.4.9 Sound Transmission and Light Disclaimer and Release. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN A MULTI-UNIT BUILDING SUCH AS THE PROJECT IS VERY DIFFICULT TO CONTROL, AND THAT NOISES FROM ADJOINING OR NEARBY RESIDENCES, MECHANICAL EQUIPMENT, THE COMMERCIAL UNITS, AND THE SURROUNDING DEVELOPMENTS AND ACTIVITIES CAN AND WILL BE HEARD IN UNITS. In connection therewith, Owners hereby acknowledge that living in a multi-story building and/or living in close proximity to commercial property entails living very close to other persons, businesses and civic uses with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. However, in a multi-story building, Owners and occupants will hear noise from adjacent units within the Project, including but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Owners can expect to experience substantial levels of sound, music, noise, odors, vibrations and other nuisances from other Units and areas within the Project and from other properties in the vicinity of the Project. Owners may also experience light entering a Unit from commercial lighting, LED signs and displays, and other lighting shows and activity in the vicinity of and from street lights located in close proximity to the windows and doors of the Unit.

16.4.10 Mold. Mold, mildew, fungi bacteria and microbiological organisms (collectively, "Molds") are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments including, without limitation, damp areas such as bathrooms, and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects of human health from exposure to Molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds, there currently exists no state or federal standards regarding acceptable levels of exposure to Molds. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illnesses have been linked with biological pollutants in the indoor environment, including some forms of Molds. However, it is believed that many of these conditions may also have causes unrelated to the indoor environment. Therefore, as of the date of this Declaration, it is unknown how many potential health problems relate primarily or exclusively to indoor air quality or Molds. Owners are advised that Declarant and the Association are not

qualified and have not undertaken to evaluate all aspects of this very complex issue. Owners acknowledge that Declarant and the Association have not performed any testing or evaluation of, and make no representations or warranties, express or implied, concerning current or future presence or absence of Molds in the Unit, any Limited Common Elements allocated to the Unit, any Unfinished Perimeter Walls located within the Unit or any other Common Elements. Declarant recommends that Owner, at Owner's expense, conduct its own investigation and consult with such experts as Owner deems appropriate regarding the occurrence and effects of Molds, the potential sensitivity or special risk of the Owner, his or her family members, and other individuals, who will occupy or use the Unit or any Common Elements associated therewith, may have with respect to Molds, any methods to reduce or limit Molds within the Unit, any Limited Common Elements allocated to the Unit, or any Unfinished Perimeter Walls located within the Unit.

When excessive moisture or water accumulates indoors, Molds can grow and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all Molds in an indoor environment. The key to controlling indoor Mold growth is to control moisture. Owners agree to maintain the Unit, any Limited Common Elements allocated to the Unit and any Unfinished Perimeter Walls located within the Unit in such a manner as to reduce the potential for increased Mold formation or growth, including, without limitation, keeping dryer and other vents and/or fans clear and functioning and preventing and repairing plumbing, window and other leaks and other sources of moisture. Owners agree to make periodic inspections of the Unit, and Limited Common Elements allocated to the Unit and any Unfinished Perimeter Walls located within the Unit for the presence of Molds or conditions which may increase the ability of Molds to propagate within the Unit or such areas associated with the Unit and to monitor the Unit and such area on a continual basis for excessive moisture, water or Mold accumulation. If water or moisture is discovered in or around the Unit or such associated areas, the Owner agrees to immediately seek to eliminate the source of water or moisture, failure to eliminate the source of moisture can result in additional damage and growth of Mold. Declarant will not be responsible for damages and each Owner hereby waives all rights to damages and subrogation of damages. Each Owner agrees to indemnify Declarant and the Association and hold Declarant and the Association harmless from damages including all causes of personal injury or property damage, caused by the presence of Mold and/or water or moisture in a Unit or other portions of the Project to the extent that the damages are caused by: (i) the Owner's negligence or failure to properly maintain and monitor the Unit, any Limited Common Elements allocated to the Unit, or any Unfinished Perimeter Walls located within the Unit; or (ii) the Owner's failure to promptly take appropriate corrective measures and minimize any damage caused by water or moisture (including, without limitation, failure to properly notify and engage the help of appropriate professionals or experts).

ARTICLE 17

DECLARANT RIGHTS REGARDING TRANSFER

Any right or any interest reserved or contained in this Declaration for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one or more other such rights or interests, to any person, corporation, partnership, association or other entity, by written instrument executed by both Declarant and the transferee or assignee

and recorded in the Office of the Clerk and Recorder of the County of Eagle, Colorado. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such instrument.

ARTICLE 18

ALTERNATIVE DISPUTE RESOLUTION

18.1 **IMPORTANT NOTICE: Agreement to Encourage Resolution of Disputes; Exclusive Procedures; Statutes of Limitation.** Declarant, the Association, and their respective officers and directors, all Owners, and any person not otherwise subject to the Declaration but who agrees to submit to the procedures set forth in this Article (these "Procedures"), including all construction professionals, architects, contractors, subcontractors, developers, builders, builder vendors, engineers, inspectors and others who performed or furnished any engineering, design, planning, supervision, inspection, construction or observation of the construction of any improvement in the Project (each of the foregoing being referred to as a "Party"), hereby agree to encourage the amicable resolution of disputes involving the Project and all of its improvements without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims (as defined below) each alleges to have to the Procedures set forth herein and not to a court of law. **All Parties hereby agree to the mandatory mediation and arbitration of all Claims as set forth in this Article and irrevocably waive any right to trial of any Claim by jury or otherwise in a court of law.**

Each Party agrees that these Procedures shall be the sole and exclusive remedy that each Party shall have for any Claim. Should any Party commence litigation or any other action against any Party in violation of the terms of this Article, such Party shall reimburse all costs and expenses, including attorneys' fees, incurred by the other Party(ies) in such litigation or action within ten (10) days after written demand.

The Parties understand and agree that no Claim may be initiated after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation or statute of repose. This Article shall not apply to any dispute or litigation involving the Town of Basalt.

18.2 Statement of Clarification. Without modifying or restricting the scope of these Procedures and as a statement of clarification only, the intent of these Procedures is to foster constructive dialogue between the Parties, to permit corrective measures to be implemented without the necessity of final settlement documentation, to inform Parties of implications related to certain Claims that may not otherwise be readily apparent to such Parties, and to assist the Parties in resolving Claims, if possible, *before* incurring significant legal and consultant expenses, particularly through the informal Procedures set forth in Section 18.4 below.

18.3 Certain Definitions.

183.1 Definition of Claim. As used in this article, the term "Claim" shall mean all claims, disputes and other controversies between one Party and another Party, regardless of how the same may have arisen or on what it might be based, excepting only those matters identified as exclusions in this Section below. Without limiting the generality of the foregoing, "Claim" shall include all claims, disputes or controversies relating to or arising out of, in whole or in part, any of the following: (a) any Purchase and Sale Agreement between Declarant and any Owner; (b) the Property or the Unit (as defined in any such Agreement); (c) the purchase of the Property or the Unit; (d) the interpretation, application or enforcement of any of the Association Documents; (e) the soils of any property that lie within the Project or the presence of radon and/or mold within any Unit or other areas within the Project; (f) land development, design, construction and/or alteration of any of the improvements within the Project and/or any alleged defect therein; (g) any rights, obligations or duties of any Party under any of the Association Documents or any warranty, whether express, implied or limited, owed by a Party; (h) any limited warranty agreement between Declarant and any Owner and/or the Association; or (i) any breach of any of the foregoing referenced documents.

Notwithstanding the foregoing, the following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the Procedures set forth in this Article: (i) any suit by the Association to collect assessments or other amounts due from any Owner, (ii) any suit or other action by the Association or Declarant to act under or enforce any provisions of this Declaration relating to additions or alteration of improvements by Owners and/or any restrictive covenants or obligations of this Declaration, including any suit to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) or such other ancillary relief as the court may deem necessary, and (iii) any suit between Owners, which does not include Declarant or the Association as a party.

1832 Definition of Defect Claim. Any Claim involving the development, design, construction and/or alteration of the Project or any improvement within the Project and/or any alleged defect therein, however arising, is referred to herein as a "Defect Claim" and the alleged defect, the "Alleged Defect." The Association, its officers, Directors and Owners generally acknowledge, understand and agree that not every necessary repair or replacement of an improvement within the Project is due to a construction defect and, similarly, Declarant and other construction and design professionals that are Parties hereunder generally acknowledge, understand and agree that not every necessary repair or replacement of an improvement is due to faulty required maintenance of or damage to such improvement. Often, such repair and replacement issues arise from a combination of issues that may or may not include the original design and construction, the level of inspection and maintenance programs (or lack thereof) and the existence of other factors such as unusual weather events or conditions, improper use and/or unforeseen wear and tear. This Article supports a proper evaluation of all factors and encourages a collaborative and comparative approach to responsibility.

1833 Association and Owner Responsibilities. The Association and its Executive Board and each Owner understand and acknowledge the importance of a regular inspection and maintenance program for the Project and the Units therein and shall comply with all maintenance manuals and other documents and recommendations provided to the Association and/or Owners with respect to the inspection, operation and routine maintenance of all systems, equipment, and similar items (including, but not limited to, mechanical, electrical, plumbing, structural and exterior systems and improvements) made part of or serving the Project or its Units. The Association and each Owner shall perform such recommended inspection and maintenance and shall make all necessary repairs and maintenance

called for to reasonably address the results of these inspections and to maintain the Project and its Units to a level consistent with its original quality. Further, the Executive Board and each Owner shall cooperate, at no cost or expense to them, with all inspections that may be undertaken by or at the request of the Declarant on or with respect to the Project or its Units and any improvement thereon or therein. The Association and each Owner understand, assume the risk and agree that, if the Association or such Owner fails to follow the inspection, maintenance and repair requirements and standards contained in such manuals or materials delivered to them and such failure causes, whether in whole or in part, damage to the Project or its Units, to any improvement within the Project or to other property, the resulting damage shall not be deemed to be the result of a design or construction defect.

18.4 Informal Procedures.

18.4.1 Association Meetings. For a period of eight (8) years following the recording of this Declaration, notices of Association and director meetings (including notice of agenda items relating to potential Defect Claims) shall be given to Declarant, and Declarant and/or its representative(s) shall be entitled to attend and participate in at least one (1) meeting of the Association's Owners to discuss any potential Claim against Declarant. The Declarant and the Executive Board agree to use their respective good faith efforts to engage in constructive dialogue toward the goal of resolving any design or construction concerns.

18.4.2 Initial Notice. Any Party asserting a Claim ("Claimant") against another Party ("Respondent") shall give written notice to each Respondent and to the Executive Board stating Claimant's good faith description of: (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim, and (ii) the Claimants' desire to meet with the Respondent to discuss in good faith, ways to resolve the Claim. In that legal and professional fees are discouraged at this stage of these Procedures, no statement as to the legal basis of the Claim or of any proposed remedy is necessary.

18.4.3 Right to be Heard; Negotiation. Any Respondent shall have the right to be heard by the Claimant and, if any Claimant is the Association, by the Owners, and the Claimant shall make itself reasonably available upon the request of Respondent to meet in person and to confer for the purpose of resolving the Claim by good faith negotiation. The Parties shall confer and negotiate in good faith toward such resolution for a minimum period of forty-five (45) days after the date that the Claimant has provided notice to each Respondent pursuant to Section 18.4.2 above. Notwithstanding such minimum negotiations period, the Parties are encouraged throughout these Procedures to attempt to resolve any differences between them through ongoing communications and informal dialogue. Any settlement of the Claim through discussion and negotiation shall be documented in writing and signed by the Parties in the manner described in Section 18.6.4 below.

18.4.4 Right to Inspect, Cure and Correct. Any Respondent shall have the right (without obligation), before the institution by the Claimant of binding arbitration below, to inspect, cure and correct any improvement or condition within the Project with respect to a Defect Claim, as follows:

18.4.4.1 In addition to other rights and obligations set forth in this Article, a Respondent may elect to inspect the Alleged Defect, in which event the Respondent shall complete the initial inspection and testing within thirty (30) days after the date that the Claimant has provided notice to each Respondent pursuant to Section 18.4.2 above, and at a mutually agreeable date and time. The Respondent shall bear all costs of inspection and testing, including any damage caused by the inspection and testing. Before entering onto the Project for the inspection, the Respondent shall supply the Claimant with proof of liability insurance coverage. The Respondent shall, upon request, allow the inspection to be observed and recorded or photographed. Nothing that occurs during a Respondent's inspection may be used or introduced as evidence to support a defense of spoliation of evidence by the Claimant or any potential party in subsequent litigation.

18.4.42 Within sixty (60) days of completion of the initial inspection or testing, the Respondent may elect to repair some or all of the Alleged Defects by sending a written notice of election to repair to the Claimant. Notwithstanding any tolling provided by law, the applicable statutes of limitation and repose on any and all Claims relating to the Alleged Defects shall be tolled (i) from the completion of the initial inspection and/or testing until (a) Respondent's written notice of election to repair, or (b) the expiration of sixty (60) days, whichever is sooner; and (ii) from the date of any written notice of election to repair by Respondent until sixty (60) days after substantial completion of the repairs. This tolling applies to any and all Claims relating to Alleged Defects for which Claimant has given written notice pursuant to subparagraph 18.4.2 (regardless of whether Respondent has elected to repair none, some or all of the Alleged Defects). If the Respondent elects to repair some or all of the Alleged Defects, then (i) Respondent has the right to do so and the Claimant may not, directly or indirectly, impair, impede or prohibit the Respondent from making repairs; and (ii) until after the substantial completion of the repairs (a) the Claimant shall not file or pursue final binding arbitration (but may pursue mediation), and (b) if the Claimant is the Association, the Claimant shall not undertake the procedures for a consensus vote for Association action set forth in subparagraph 18.5.4. With any notice of election to repair, Respondent shall provide to Claimant a list of the Alleged Defects that Respondent has elected to repair, a detailed explanation of the repair work to be performed and the reasonably expected completion date for the repairs. The notice shall also include the name of any contractors the Respondent intends to employ for the repairs. Claimant shall promptly cooperate with the Respondent to schedule the repairs and provide reasonable access to the Project (including common elements and Units) for the repairs.

18.4.43 For the purpose of exercising the rights to inspect, cure, correct and repair set forth above in subparagraphs 18.4.4.1 and 18.4.4.2, Declarant reserves for itself, its designees, the Association and its designees, a perpetual nonexclusive easement of access throughout the Project (including common elements and units) to the extent reasonably necessary to exercise such rights.

18.4.4.4 Within ten (10) days after receipt of the Respondent's notice to repair, a Claimant may deliver to the Respondent a written objection to the proposed repair if the Claimant believes in good faith that the proposed repairs will not remedy the Alleged Defect. The Respondent may elect to modify the proposal in accordance with the Claimant's objection, or may proceed with the scope of work set forth in the original proposal.

18.4.45 If the Respondent fails to send a notice to repair or otherwise strictly comply with this Section 18.4.4 within the specified time frames, or if the Respondent does not complete the repairs within the

time set forth in the notice to repair, the Claimant shall be released from the requirements of this Section 18.4.4 and may proceed with the formal procedures set forth in Section 18.5 below. Notwithstanding the foregoing, if the Respondent notifies the Claimant in writing before the stated completion date that the repair work will not be completed by the completion date, the Respondent shall be entitled to one reasonable extension of the completion date.

18.4.4.6 The Respondent shall notify the Claimant when repairs have been completed. The Claimant shall have ten (10) days following the completion date to have the work inspected to verify that the repairs are complete and satisfactorily resolved the Alleged Defect. A Claimant who believes in good faith that the repairs made do not resolve the Alleged Defect may proceed with the formal procedures set forth in Section 18.5 below.

18.4.4.7 The specific materials and workmanship related to the repair work performed by the Respondent shall be warranted against material defects for a period of one (1) year, which warranty shall be in addition to any express warranties on the original work and shall be subject to the same terms and conditions of the original express warranty, but which repair work shall not be construed to be an "improvement" to real property for purposes of C.R.S. § 13-80-104.

18.4.4.8 Any Alleged Defect discovered after repairs have been completed shall be subject to the same requirements of this Article if the Respondent did not have notice or an opportunity to repair the new Alleged Defect.

18.45 No Requirement for Final Settlement to Begin Repairs; Settlement Proposal. The informal Procedures set forth in this Section 18.4 are for the purpose of encouraging early resolution of Claims and no formal written settlement or other agreement shall be required for inspection and corrective work to occur pursuant to Section 18.4.4 above. No Party shall be deemed to have waived any rights or Claims by reason of such corrective work, and the Claimant shall be entitled to monitor the effectiveness of the corrective measures instituted. Alternatively, if the Respondent desires a formal settlement agreement before commencing corrective measures or other action to resolve the subject matter of the Claim, the following Procedures may be employed:

18.45.1 Within thirty (30) days following completion of the inspection process, the Respondent may give Claimant written notification of its settlement proposal, including, in the case of a proposal to remedy a Defect Claim, a report of the scope, findings and results of the inspection, the damage caused by the Alleged Defect and a description of and a timetable for the work necessary to remedy the Alleged Defect.

18.45.2 Within fifteen (15) days after its receipt of Respondent's settlement proposal, Claimant shall notify Respondent of its acceptance or rejection thereof. Failure to give such notice shall be deemed to be a rejection of the proposal.

18.45.3 If the settlement proposal for remedial work is accepted, Claimant and

Respondent shall endeavor to document the settlement proposal in writing within thirty (30) days after acceptance, which settlement shall be signed by the Parties in the manner described in Section 18.6.4 below.

18.4.6 Effect of Corrective Work. It is acknowledged and agreed by all Parties and by any guarantors, insurers and/or indemnitors of the Parties that any work conducted pursuant to Section 18.4.4 above (a) is in the nature of corrective or repair work and does not constitute nor shall be asserted or construed to be an "improvement" to real property for purposes of C.R.S. § 13-80-104, and (b) unless part of a written settlement agreement signed by the Claimant and each Respondent, does not constitute nor shall be asserted or construed to be a voluntary payment or assumption of a voluntary obligation without insurer consent under any applicable commercial general liability insurance policy.

18.4.7 Broad Construction. The Procedures set forth in this Section 18.4 are designed to encourage the good faith resolution of a Claim or appropriate correction of improvements and the right of the Respondent to be heard and to inspect and correct shall be ongoing and construed liberally throughout all of the Procedures set forth in this Article so as to permit the same, for example but not limitation, as there arise new issues, legal theories, engineering opinions, developments with insurers, and other developments and information, even if after the formal dispute resolution procedures commence as described below. Accordingly, the informal and formal dispute resolution procedures are anticipated to run concurrently from time to time and the Parties agree to reasonably, timely and in good faith cooperate with each other to respond to requests, to permit the rights set forth in these Procedures and to facilitate the processes of these Procedures toward the goal of a successful and voluntary resolution of Claims.

18.5 Formal Notice and Association Consensus.

185.1 Formal Notice. At any time following the forty-five (45) day negotiation period described in Section 18.4.3 above (or following such longer period as the Parties may agree), the Claimant may provide written formal notice to each Respondent stating (i) the nature of the Claim, including if applicable a list of any alleged construction defects and a description, in reasonable detail, of the type and location of such defects, the damages claimed to have been caused thereby, and Respondent's role in the Claim, (ii) the legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises), (iii) the date on which the Claim first arose, and (iv) the specific relief and/or proposed remedy sought. Notwithstanding the foregoing or any contrary provision herein, the Claimant shall, in addition to complying with these Procedures, follow the alternative dispute resolution procedures set out in the Construction Defect Action Reform Act, Colo. Rev. Stat. § 13-20-801 et seq., as it may be amended from time to time ("CDARA") and the procedures set forth in Colo. Rev. Stat. § 38-33.3-303.5 et seq. ("CCIOA Construction Defect Procedures") with respect to any Defect Claim, and the initial formal notice required under CDARA and required pursuant to Colo. Rev. Stat. § 38-33.3-303.5(l)(e) may be combined with the formal notice of Claim required by this Section 18.5.1.

Formal written notice as provided in this Section, following the satisfaction of the Association Consensus Vote (defined below), if applicable, is required as an express condition to commence the resolution Procedures set forth in Sections 18.6, 18.7 and the Sections following, below.

1852 Association Defect Claims. Notwithstanding any contrary provision herein, no formal notice of Claim under Section 18.5.1 (including, without limitation, a Notice of Claim under CDARA) may be made by a Claimant (a) if the Claim is a Defect Claim which relates, in whole or in part, to the Common Elements (including the Limited common Elements) of the Project or to any portion of the Units that is the responsibility of the Association to maintain, repair, and replace or to any Defect Claim that the Association intends to assert on its own behalf or on behalf of Owners (referred to herein as an "Association Defect Claim"), and (b) unless and until the Procedures set forth in this Section 18.5 below are satisfied. The Parties understand and agree that the Procedures of this Section 18.5 are essential to the protection of individual Owners who may not understand the implications and effects of the assertion of an Association Defect Claim by the Association, including, without limitation, the possible impact of such Claim on sales of Units within the Project and/or the ability of Owners to borrow funds when an Owner's Unit is being pledged as collateral for a loan.

1853 Power of Attorney to Association. The Association is hereby designated to act as the exclusive representative of all Owners in asserting any Association Defect Claim, and each Owner does hereby appoint the Association to exclusively act as its power of attorney (which power shall be irrevocable) with respect to any Association Defect Claims, including the right to compromise and settle the same. No Owner shall assert an Association Defect Claim except through the Association.

185.4 Consensus Vote for Association Action. Notwithstanding anything contained in these Procedures to the contrary and in addition to any requirements prescribed by law, before asserting a Claim the Association shall do the following:

185.4.1 The Executive Board of the Association, following the approval of an Association Defect Claim by a majority of all Directors, shall mail or deliver written notice to each Owner at the Owner's last-known address described in the Association's records and to each Respondent containing all of the information and disclosures required by Colo. Rev. Stat. § 38-33.3-303.5(1)(c) and, to the extent not required by such Statute, the following: (a) the manner in which the Association proposes to fund the cost of the Association Defect Claim, including any proposed special Assessments or use of reserves, (b) the anticipated duration of the Association Defect Claim, the likelihood of its success, and the risks to which the Association is exposed (e.g., an assessment of counter-claims and/or other potential liability to the Association), (c) a reasonable assessment and explanation of the anticipated impact of the Association Defect Claim on the marketability of Units for sale within the Project and the impact on the ability of Owners to refinance and buyers of Units to secure financing, explained for both during the pendency of the Association Defect Claim and after its resolution, together with a prominent statement advising Owners if it is concluded that any such impact does exist, (d) a prominent statement advising Owners that the existence of the Association Defect Claim may represent a material matter requiring legal disclosure to lenders, purchasers, auditors and/or other appropriate parties, and (e) providing proper notice for a meeting of Owners to be held not sooner than

ten (10) days or longer than fifteen (15) days after such mailing, at which Owners shall discuss (but not yet vote) on whether to approve the Association Defect Claim as described in Section 18.5.4.2 below. A failure to hold the meeting within this time period voids the subsequent vote. A quorum is not required at the meeting. Respondents will be invited to attend and will have an opportunity to address the Owners concerning the Association Defect Claim as required by Colo. Rev. Stat. § 38-33.3- 303.5(l)(c).

185.42 The Association Defect Claim must be approved and authorized by the affirmative written vote during the voting period, which voting period commences upon the conclusion of the Owner meeting and extends to the date falling ninety (90) days after the date of the notice described in Section 18.5.4.1 above (or, if earlier, the date when the Association determines that the Association Defect Claim is either approved or disapproved) (the "Voting Period"), by delivery of a written ballot or other written form of approval approved by the Executive Board directing the specific vote of the Owner (but not by proxy granting discretion to the proxy holder as to how to vote), of Owners holding at least a majority of the total voting rights in the Association (the "Association Consensus Vote").

185.43 The Association Consensus Vote must be obtained before the expiration of the Voting Period; otherwise the Owners shall be deemed to have declined to provide their approval of Association Defect Claim.

185.44 Notwithstanding any contrary provision or lack of provision herein, the Association shall fully and timely comply with all requirements of Colo. Rev. Stat. § 38-33.3- 303.5, et seq., as supplemented by this Section 18.5. Further, notwithstanding this Section 18.5.4, the notice to Owners, meeting and vote set forth in this Section 18.5.4 is not required for an Association to proceed when the Association is the contracting party for the performance of labor or purchase of services or materials.

1855 Limit on Director and Officer Liability. No director or officer of the Association shall be liable to any person or entity for failure to institute or maintain or bring to conclusion a cause of action, mediation or arbitration for an Association Defect Claim if the following criteria are satisfied: (i) the director or officer was acting within the scope of his or her duties; (ii) the director or officer was not acting in bad faith; and (iii) the act or omission was not willful, wanton or grossly negligent.

185.6 Tolling. All statutes of limitation and repose applicable to an Association Defect Claim shall be deemed tolled as provided in Colo. Rev. Stat. § 38-33.3-303.5 et seq.

18.6 Mediation.

18.6.1 Following the formal written notice discussed in Section 18.5.1 above and, if applicable, the approval of the Association Consensus Vote within the Voting Period, the Claimant shall have thirty (30) days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the

Claim) or to an independent agency providing dispute resolution services in the County in which the Project is located, unless otherwise agreed by the Parties. A mediator shall be selected no later than forty-five (45) days after the Claimant has given notice to the Respondent of its submittal to mediation and, if the Association is a Party and the Parties are unable to agree on a mediator, one shall be chosen by the American Arbitration Association. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

18.62 If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

18.63 If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to submit the Claim to binding arbitration as provided below.

18.64 Any settlement of the Claim through mediation or through negotiation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the Procedures set forth in this Article. In such event, the Party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney's fees and court costs.

18.7 Final and Binding Arbitration. Upon termination of mediation as provided in Section 18.6.3 above, if Claimant desires to pursue the Claim, Claimant shall have forty-five (45) days to deliver an arbitration notice to Respondent(s) and to initiate final, binding arbitration of the Claim under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. If any Claim is not timely submitted to arbitration, or if Claimant fails to appear for the arbitration proceeding, then the Claim shall be deemed waived and abandoned, and Respondent(s) shall be released and discharged from any and all liability to Claimant arising out of any such Claim. The following arbitration procedures shall be applicable to each Claim that is arbitrated:

18.7.1 The arbitrator must be a person qualified, with applicable industry experience and/or legal experience, to consider and resolve the applicable Claim.

18.7.2 No person shall serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal

interest in the outcome of the arbitration ("Arbitrator Disclosure"). If any Party objects to the service of any arbitrator with fourteen (14) days after receipt of the Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner in which that arbitrator was selected.

18.7.3 The arbitration shall be presided over by a single arbitrator. Notwithstanding any other provision of this Section 18.7, if the Parties are unable to agree upon an arbitrator to resolve a Claim, they shall request from the AAA a list of qualified arbitrators. Promptly following their receipt of the list, the Parties shall meet in person or by telephone and shall follow the AAA procedures of ranking and striking names so as to determine the person who shall serve as the arbitrator. The cost of the list shall be split equally by the Parties.

18.7.4 The arbitrator shall hold at least one hearing in which the Parties, their attorneys and expert consultants may participate. The arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted in the County in which the Project is located unless otherwise agreed by the Parties.

18.7.5 Discovery shall be limited to document disclosures as provided by the AAA, and no other discovery shall be conducted in the absence of an order of the arbitrator or express written agreement among all the Parties. The manner, timing and extent of any discovery shall be committed to the arbitrator's sound discretion, provided that under no circumstances shall the arbitrator allow more depositions or interrogatories than permitted by the presumptive limitations set forth in Federal Rules of Civil Procedure 30(a)(2)(A) and 33(a). The arbitrator shall levy appropriate sanctions, including an award of reasonable attorneys' fees, against any Party that fails to cooperate in good faith in discovery agreed to by the Parties or ordered by the arbitrator pursuant to this Section.

18.7.6 The arbitrator may, in his or her reasonable discretion, permit the Parties to submit pre-hearing briefs, post-hearings briefs and/or proposed findings of fact and conclusions of law. The arbitrator shall also have authority to establish reasonable terms regarding inspections, destructive testing and retention of independent consultants, if applicable.

18.7.7 The Parties agree that where any Claim, dispute or other controversy existing between them is submitted to arbitration, and any other Party may have liability with respect thereto, all Parties agree that the third parties may be joined as additional Parties in the arbitration, or if a separate arbitration exists or is separately initiated, to the consolidation of all such arbitrations. By way of example only and not by limitation, in the event of an Alleged Defect, Declarant would have the right to join in the arbitration any design professional, contractor, subcontractor or other third party whose acts or omissions allegedly caused or contributed to the damages alleged by the Claimant.

18.7.8 The arbitration award shall address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and be rendered promptly after the close of the hearing and no later than thirty (30) days from the close

of the hearing, unless otherwise agreed by the Parties. The arbitration award shall be in writing and shall be signed by the arbitrator.

18.7.9 Any issue about whether a Claim is covered by this Article shall be determined by the arbitrator. Notwithstanding anything to the contrary, if a Party contests the validity or scope of arbitration in a court of law, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party.

18.7.10 The arbitrator shall apply the substantive law of Colorado and may award injunctive relief or any other remedy available in Colorado.

18.7.11 The award rendered by the arbitrator shall be final and binding, may be filed with any court of competent jurisdiction in the County in which the Project is located in accordance with applicable law and judgment obtained thereon, and execution may issue. If any Party objects to entry of judgment upon any arbitration award entered pursuant to this Section 18.7, the Party that substantially prevails in any ensuing dispute concerning the entry of judgment upon such award shall be entitled to all reasonable attorneys' fees and costs incurred in the enforcement of the award.

18.7.12 The fees and costs of the arbitration, including without limitation the arbitrator and its consultants, shall be borne equally by the Parties.

18.7.13 Except as may be required by law or for confirmation of an arbitration award, neither a Party nor an arbitrator may disclose the existence or contents of any arbitration or arbitration award without the prior written consent of all Parties to the Claim.

18.8 Amendments to this Article; Standing to Enforce. Notwithstanding anything to the contrary contained in this Declaration or any of the Association Documents, the terms and provisions of this Article 18 inure to the benefit of Declarant, are enforceable by Declarant, and shall not ever be amended or nullified without the written consent of Declarant and without regard to whether Declarant owns any portion of the Project at the time of such amendment. BY TAKING TITLE TO A UNIT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 18 ARE A SIGNIFICANT INDUCEMENT TO THE DECLARANT'S WILLINGNESS TO DEVELOP AND SELL THE UNITS AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS ARTICLE, DECLARANT WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE UNITS FOR THE PRICES PAID BY THE ORIGINAL PURCHASERS. Any amendment made without the requisite written consent of Declarant shall be null and void and shall have no effect. Further, all employees and agents of Declarant and all contractors, subcontractors, architects, engineers and other development professionals associated with the design or construction of any portion of the Project (each a "Third Party Beneficiary") are third-party beneficiaries of this Article and of the terms and conditions contained herein,

including without limitation the requirement for binding arbitration, and any Third Party Beneficiary has standing to enforce the terms and conditions of this Article, including without limitation to compel binding arbitration.

18.9 Reformation. The Parties agree that reliance upon courts of law and equity can add significant costs and delays to the process of resolving Claims. Accordingly, they recognize that an essential part of the Declaration is this Article and its agreement between and among the Parties to provide for the submission of all Claims to informal negotiation and correction efforts, mediation and final and binding arbitration. Therefore, if any court or arbitrator concludes that any provision of these Procedures is void, voidable or otherwise unenforceable, the Parties understand and agree that the court or arbitrator shall reform each such provision to render it enforceable, but only to the extent absolutely necessary to render the provision enforceable and only in view of the Parties' express desire that the merits of all Claims be resolved only by arbitration and, to the greatest extent permitted by law, in accordance with the principles, limitations and procedures set forth in these Procedures.

18.10 Notices; Computation of Time. All notices given or required by these Procedures shall be in writing and shall be deemed given and received (a) when hand delivered to the intended recipient by whatever means; (b) three business days after the same is deposited in the United States mail, with adequate postage prepaid and sent by certified mail, return receipt requested, or (c) one business day after the same is deposited with an overnight courier service of national reputation, with the delivery charges prepaid. In the event any date called for herein falls on a Saturday, Sunday or legal holiday for which U.S. mail service is not provided, such date shall be extended to the next business day following such Saturday, Sunday or holiday.

ARTICLE 19

MISCELLANEOUS

19.1 Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

19.2 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the provisions of this Declaration and the termination provisions of the Act.

19.3 Amendment. The provisions of this Declaration may be amended or terminated, in whole or in part, from time to time, upon approval of Owners representing sixty- seven percent (67%) or more of the total voting interest in the Association at a meeting of the Owners called for that purpose or by written consent. Notwithstanding the foregoing, any proposed amendment to this Declaration (a) which modifies or affects any rights,

obligations or restrictions of Declarant shall require the prior written approval of Declarant, (b) which modifies or affects any rights, obligations or restrictions of a particular class of Owners shall require the written consent or vote of a majority of Owners representing an aggregate voting interest of all ownership votes in the particular class of Owners, (c) any proposed amendment during the period of Declarant Control shall require the consent of the Town of Basalt, which approval will not be unreasonably withheld. In addition, a majority of the voting Directors of the Executive Board may make, without the approval of the Owners, changes to any Association Documents to the extent necessary to correct a factual error.

19.4 Unilateral Amendment Rights Reserved by Declarant. Notwithstanding any provision in this Declaration to the contrary and upon approval of the Town of Basalt, which shall not be unreasonably withheld. Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration to the fullest extent permitted under the Act including, without limitation, to correct clerical, typographical or technical errors, or to comply with the requirements, standards, or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association.

19.5 Recording of Amendments. Any amendment to this Declaration must be executed by the President of the Association and recorded in the Office of the Clerk and Recorder of the County of Eagle, Colorado, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment or that no approval of the Owners was necessary.

19.6 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges, and other provisions contained in this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, all as amended, shall be by any proceeding pursuant to Article 18 of this Declaration to the extent required by the terms of this Declaration, or otherwise at law or in equity, against any person or persons, including the Association, 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 (after notice and an opportunity to be heard) to levy and collect fines for the violation of any provision of the aforesaid documents. In any 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 under Article 18 or by the Court, as applicable.

19.7 Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

19.8 Conflict of Provisions. In case of any conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In case of any conflict between the Articles and the Bylaws, the Articles shall control.

19.9 Nonwaiver. Failure by Declarant, the Association, or any Owner or First Mortgagee 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.

19.10 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.

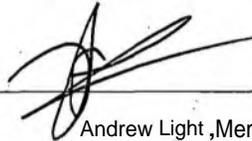
19.11 Captions. The captions to the Articles and Sections are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

19.12 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Executed as of the 21st day of May, 2025.

BRP GALLERY LLC, a Colorado limited liability company
By BRP Gallery Manager LLC, its manager

By..



Andrew Light, Member Manager

STATE OF COLORADO)

)ss.

COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 0? day of may, 2022, by Andrew Light as Manager of BRP Gallery Manager LLC, manager of BRP Gallery LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires 2-28-23

TANYA GERMANY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064012407
My Commission Expires July 28, 2023



Notary Public

JOINDER OF LIENOR

MW

The undersigned, beneficiary under the Deed of Trust recorded on September 27th 2021 at Reception No. 202107430 in the Office of the Clerk and Recorder of the County of Eagle, Colorado, as amended and supplemented from time to time (the "Deed of Trust"), for itself and its successors and assigns, approves the foregoing Condominium Declaration of Covenants, Conditions, Restrictions and Easement for BRP Gallery, LLC, affecting the Property encumbered by the Deed of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deed of Trust shall impair, invalidate, supersede or otherwise affect the covenants, conditions, restrictions and easements established by that Declaration.

FIRSTBANK, a Colorado state banking corporation

By: [Signature]
Name: BRENDAN MATTHIAS
Title: EXECUTIVE VICE PRESIDENT

State of Colorado)
) ss.
County of Garfield)

The foregoing instrument was acknowledged before me this 9th day of May, 2021, by Brendan Matthias, as Executive Vice President of Firstbank _____.

Witness my hand and seal.

[Signature]
Notary Public

My Commission Expires: 08/19/2026

MERARI M VIVIAN ALVAREZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224032715
MY COMMISSION EXPIRES 08/19/2026

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 4, according to the 3rd Supplemental Plat of Parcel B, Basalt River Park, recorded March 29, 2022 at Reception No. 202205576, in the office of the Clerk and Recorder of the County of Eagle, State of Colorado.

EXHIBIT B
OWNERS' ALLOCATED INTERESTS

<u>River Park Lofts</u>	<u>Total SF</u>	<u>SF per unit</u>	<u>Prorated SF</u>	<u>Unit SF % (Voting)</u>	<u>Prorated SF % (Assessments)</u>
Studio Units (6)	2,827				
Unit 272		471	471	1.8%	1.9%
Unit 274		471	471	1.8%	1.9%
Unit 276		466	466	1.8%	1.9%
Unit 372		471	471	1.8%	1.9%
Unit 374		471	471	1.8%	1.9%
Unit 376		477	477	1.9%	2.0%
2bd Market Housing (2)	2,310				
Unit 270		1,155	1,155	4.5%	4.7%
Unit 370		1,155	1,155	4.5%	4.7%
Community Housing (4)	5,754				
Unit 250		1,586	1,269	6.2%	5.2%
Unit 252		1,492	1,194	5.9%	4.9%
Unit 350		1,386	1,109	5.4%	4.6%
Unit 352		1,29°	1,032	5.1%	4.2%
Penthouse (1)	2,652				
Unit 360		2,652	2,652	10.4%	10.9%
Commercial (Free Market)	10,559				
Unit 100		1,732	1,732	6.8%	7%
Unit 102		1,504	1,504	5.9%	6%
Unit 104		2,144	2,144	8.4%	9%
Unit 106		1,446	1,446	5.7%	6%
Unit 200		2,038	2,038	8.0%	8.4%
Unit 204		631	631	2.5%	2.6%
Unit 206		1,064	1,064	4.2%	4.4%
Commerical (Non Profit)	1,381				
Unit 202		1,381	1,381	5.4%	5.7%
Total	25,483	25,483	24,332	100%	100%

The formula used to establish such allocation of ownership interests is based upon a Unit's square footage (prorated for the Deed Restricted Units as required by the Community Documents) as a percentage of the aggregate prorated square footage of all Units. The Allocated Interests for voting and common expenses of each Unit set forth in this Exhibit B, and its use in calculating the Assessment obligations and voting Tights in the Association, shall be binding on and relied upon by all Owners and shall not be subject to recalculation based on any re-measurement of the Units or otherwise.

EXHIBIT C

EASEMENTS, LICENSES AND OTHER TITLE MATTERS

PROPERTY ADDRESS: 22860 TWO RIVERS RD, BASALT, CO 81621

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 09, 1935, IN BOOK 123 AT PAGE 238.
2. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 09, 1935, IN BOOK 123 AT PAGE 238.
3. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 13, 1955, IN BOOK 150 AT PAGE 365.
4. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 3 SERIES OF 1987 RECORDED APRIL 28, 1977 IN BOOK 461 AT PAGE 177.
5. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF UTE CENTER SUBDIVISION RECORDED SEPTEMBER 19, 1990 IN BOOK 538 AT PAGE 34.
6. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 8, SERIES OF 2011 OF THE TOWN OF BASALT RECORDED AUGUST 15, 2011 AT RECEPTION NO. 201114992.
7. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BASALT COMMUNITY CAMPUS AND BASALT PARK RECORDED AUGUST 15, 2011 UNDER RECEPTION NO. 201115000.
8. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RESOLUTION FROM THE TOWN OF BASALT, NO. 23, SERIES OF 2019 RECORDED JUNE 14, 2019 AS RECEPTION NO. 201908865.
9. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF ORDINANCE BY THE TOWN OF BASALT, NO. 06, SERIES OF 2020 RECORDED APRIL 29, 2020 AS RECEPTION NO. 202006298.
10. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RESOLUTION BY THE TOWN OF BASALT PLANNING AND ZONING, NO. 02, SERIES OF 2020 RECORDED MAY 1, 2020 AS RECEPTION NO. 202006484.
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FINAL PLAT OF BASALT RIVER PARK RECORDED NOVEMBER 19, 2020 UNDER RECEPTION NO. 202022136 AND FIRST AMENDMENT TO PRIVATE USE EASEMENT RECORDED JUNE 18, 2021 AS RECEPTION NO. 202114322 AND FIRST SUPPLEMENTAL PLAT RECORDED SEPTEMBER 7, 2021 AS RECEPTION NO. 202120248 AND SECOND SUPPLEMENTAL PLAT RECORDED MARCH 3, 2022 AS RECEPTION NO. 202203627 AND THIRD SUPPLEMENTAL PLAT RECORDED MARCH 29, 2022 AS RECEPTION NO. 202205576.
12. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF DEVELOPMENT AGREEMENT WITH THE TOWN OF BASALT RECORDED NOVEMBER 19, 2020 AS RECEPTION NO. 202022140.
13. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF REAL ESTATE TRANSFER COVENANT RECORDED NOVEMBER 19, 2020 AS RECEPTION NO. 202022141.
14. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF ADMINISTRATIVE DETERMINATION BY THE TOWN OF BASALT, NO. 08, SERIES OF 2020 RECORDED NOVEMBER 19, 2020 AS RECEPTION NO. 202022142.
15. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF ADMINISTRATIVE DETERMINATION BY THE TOWN PLANNER AT THE TOWN OF BASALT, NO. 09, SERIES OF 2020 RECORDED NOVEMBER 19, 2020 AS RECEPTION NO. 202022143.
16. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF TRC CERTIFICATE BY THE TOWN OF BASALT, NO. 26, SERIES OF 2020 RECORDED NOVEMBER 19, 2020 AS RECEPTION NO. 202022144.
17. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF EASEMENT AGREEMENT RECORDED NOVEMBER 19, 2020 AS RECEPTION NO. 202022148.

18. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF AGREEMENT WITH BASALT SANITATION DISTRICT RECORDED FEBRUARY 10, 2021 AS RECEPTION NO. 202103008.

19. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF ADMINISTRATIVE DECISION BY THE TOWN OF BASALT, NO. 04, SERIES OF 2021 RECORDED APRIL 2, 2021 AS RECEPTION NO. 202107580 AND NO. 06, SERIES OF 2021 RECORDED APRIL 2, 2021 AS RECEPTION NO. 202107581 AND ADMINISTRATIVE DETERMINATION BY THE TOWN OF BASALT, NO. 10, SERIES OF 2021 RECORDED MAY 18, 2021 AS RECEPTION NO. 202111909 AND TRC CERTIFICATE BY THE TOWN OF BASALT, NO. 10, SERIES OF 2021 RECORDED MAY 18, 2021 AS RECEPTION NO. 202111911.

20. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF DECLARATION OF COVENANT IMPOSING AND IMPLEMENTING A PROJECT IMPROVEMENT FEE RECORDED JUNE 18, 2021 AS RECEPTION NO. 202114321.

21. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RAW WATER IRRIGATION AGREEMENT RECORDED JUNE 18, 2021 AS RECEPTION NO. 202114323.

22. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF MAINTENANCE EASEMENT AGREEMENT RECORDED JUNE 18, 2021 AS RECEPTION NO. 202114324.

23. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF LANDSCAPE AND IMPROVEMENTS MAINTENANCE AGREEMENT RECORDED JUNE 18, 2021 AS RECEPTION NO. 202114325.

24. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF LICENSE AND INDEMNITY AGREEMENT RECORDED JUNE 18, 2021 AS RECEPTION NO. 202114326.

25. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF MASTER DECLARATION FOR BASALT RIVER PARK RECORDED JUNE 18, 2021 AS RECEPTION NO. 202114343 AND FIRST AMENDMENT THERETO RECORDED MARCH 30, 2023 UNDER RECEPTION NO. 202303509 AND SECOND AMENDMENT RECORDED MARCH 30, 2023 UNDER RECEPTION NO. 202303510.

26. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF TRENCH, CONDUIT AND VAULT AGREEMENT RECORDED AUGUST 3, 2021 AS RECEPTION NO. 202117480.

27. TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT RECORDED SEPTEMBER 07, 2021, UNDER RECEPTION NO. 202120249.

28. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF PEDESTRIAN AND ACCESS EASEMENT RECORDED SEPTEMBER 7, 2021 AS RECEPTION NO. 202120250.

29. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF BASALT SANITATION DISTRICT SEWER SYSTEM TAP ASSIGNMENT AGREEMENT RECORDED APRIL 14, 2022 AS RECEPTION NO. 202206988.

30. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RIGHT OF WAY EASEMENT RECORDED APRIL 21, 2022 AS RECEPTION NO. 202207475.

31. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF TRENCH, CONDUIT AND VAULT AGREEMENT RECORDED APRIL 21, 2022 AS RECEPTION NO. 202207476