

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
-FOR-
WILDCAT VILLAGE TOWNHOMES & CONDOMINIUMS FILING NO. 1**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILDCAT VILLAGE TOWNHOMES & CONDOMINIUMS (“Declaration”) is hereby made and entered into this ___ day of _____, 2023, by Wildcat Acquisition LLC (“Declarant”), a Colorado limited liability company.

RECITALS

A. Declarant is the owner of certain real property situated in City of Fruita, County of Mesa, State of Colorado, known as Wildcat Village and being more particularly described as follows: Outlot C, Legacy PUD Subdivision (Reception No. 2373523) County of Mesa, State of Colorado. (the “Property”); and

B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of common areas and other common facilities; and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, in accordance with and pursuant to the Colorado Common Interest Ownership Act, § 38-33.3-101, *et seq.*, C.R.S. (the “Act” or “CCIOA”) and the Colorado Condominium Ownership Act, § 38-33-101, *et seq.*, each and all of which is and are for the benefit of said Property and each owner thereof; and

C. Declarant has deemed it desirable, for the preservation of the values and amenities in said community, to create an agency with the power of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, namely the Wildcat Village Owners Association, Inc.; and

D. The Property shall be conveyed subject to the protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

E. Declarant is subdividing the Property, being platted as Wildcat Village Filing No. 1 and currently plans to develop one (1) “Lot” that will be developed as forty (40) “Units” and five (5) “Lots” which are hereby reserved for future development as attached “Townhomes,” which said “Townhomes” shall be located on certain designated Lots as specified herein, which plat is recorded with the Mesa County Clerk and Recorder. Declarant reserves the right to expand the Property through the submittal of multiple filings as set forth in Articles X and XII, hereunder.

NOW, THEREFORE, Declarant declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the Property, Lot(s), Townhomes and Units therein, and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors, and assigns and shall inure to the benefit and burden of each Owner thereof.

**ARTICLE I
DEFINITIONS**

1. "Architectural Control Committee" or "ACCO" shall mean the Declarant until Declarant no longer has control as described herein, and thereafter shall mean the Board of Directors of the HOA.

2. "Association" or "HOA" shall mean and refer to the Wildcat Village Owners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

3. "Association Expenses" shall mean each Owner's pro rata share of the expenses necessary to implement this Declaration, including, but not limited to, the costs to maintain, repair, improve, and/or reconstruct the Common Area(s), and the pro rata share of the HOA expenses, the other structures, appurtenances, and improvements to the Property, management costs, reserves, capital improvements, assessments, and all other charges which the Association may levy upon the Owners in accordance with this Declaration. "Common Expenses," as defined herein, are part of the Association Expenses, as defined herein.

4. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the By-Laws of the Association or appointed by the Declarant as provided herein.

5. "By-Laws" shall mean the by-laws adopted by the Association, as amended from time to time.

6. "Common Area" shall mean all portions of the Property that is not a Lot, a Townhome, or Unit, the designated parking lot(s)/parking area(s), rights of way or easements dedicated to the City of Fruita, all as shown on the Plat, or as recorded with the Mesa County Clerk and Recorder subject to changes made to such easements by Declarant as Declarant requires when future plats are made from time-to-time, and including any designated parking lot(s) and parking area(s).

7. "Common Expenses" shall mean all expenses expressly declared to be common expenses by this Declaration, any supplemental declaration or by the By-Laws of the Association; all other expenses of administering, servicing, improving, conserving, managing, maintaining, repairing, or replacing the Common Area, and all expenses lawfully determined to be Common Expenses by the Board of the Association. Maintenance of the landscaping and concrete and gravel surfaces, along with walls and roofs shared by the respective Units, Townhomes, and the respective Lot Owners, are examples of Common Expenses.

8. "Declarant" shall mean and refer to Wildcat Acquisition LLC, and its successors and assigns. "Declarant" shall also refer to any successor or assign as may hereafter be designated by the Declarant by a written instrument duly recorded in the office of the Clerk and Recorder of Mesa County, State of Colorado ("County Clerk" or "Clerk").

9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as the same may be amended from time to time.

10. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot, Townhome, or a Unit recorded in the records of the County Clerk, having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).

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

12. "Lot" shall mean and refer to the lot or lots shown on the Plat or any subdivision map or plat of the Property or any portion thereof, as the same may be amended from time to time, together with all appurtenances and improvements thereon.

13. "Member" shall mean and refer to each Owner of a Lot, Townhome, or Unit that is subject to this Declaration. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot, Townhome, or Unit.

14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, Townhome, or Unit which is a part of the Property, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

15. "Plat" shall mean and refer to the recorded plat(s) of the Property namely the plat of Wildcat Village Filing No. 1, and any replat(s) thereof.

16. "Property" or "Properties" shall mean and refer to that certain real property described in this Declaration, namely the Lot, Townhome, or a Unit created by the Wildcat Village Filing No. 1 Subdivision Final Plat, as it may be amended from time-to-time. In the event that Declarant acquires additional land for development, and subjects such additional land to this Declaration, and includes such additional land into membership in the HOA, such additional land may be included within the term Property or Properties.

17. "Subdivision" shall mean and refer to Wildcat Village, and, upon the recordation of any plat further subdividing the same.

18. "Townhome" shall mean the thirty-five (35) residential improvements constructed and located on Lots 1, 2, 3, 4, and/or 5 and which are designated as either a "Townhome" or "Row Home" on the Plat and the laws applicable to townhomes shall apply to the improvements on a townhome, which share a common wall, foundation, and common roof.

19. "Unit" shall mean the individual air space which is to be used for residential purposes for the forty (40) individual residential units located on Lot 6 as shown on the Plat and constructed and located on Lot 6 which share a common wall, foundation, and common roof and which encompass an individual air space which is contained within the windows, doors, walls, floors, and ceilings of each unit, together with all fixtures and improvements contained within that airspace, but excluding Common Elements, if any, located within that air space. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, decks, and any other materials constituting any part of the finished surfaces of the walls, floors, or ceiling are a part of the Unit, and all portions of the walls, floors, and ceilings are part of the Common Elements.

20. "Condominium Unit" means fee simple interest in and to a "Unit", together with the individual interest in the Common Elements appurtenant to such "Unit" and all other rights and burdens created by this Declaration.

21. Terms not defined herein shall have the meaning defined in the City of Fruita ("City") Zoning and Development Code, or if not defined therein, as defined in the ordinances of the City, as amended from time to time.

ARTICLE II
PROPERTY RIGHTS

1. **Property Subject to Declaration.** Declarant, as the owner of all the Property, does hereby subject all of the Property, the Lot or Lots, the Units, the Townhomes, and the Common Area, to the provisions of this Declaration.

2. **Conveyances Subject to Declaration.** All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Property, and their respective heirs, successors, representatives or assigns. The recording of this Declaration shall be sufficient to create and reserve on the Property all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein.

3. **Owners' Right of Enjoyment.** The Owner of a Lot, a Townhome, and a Unit, inclusive, subject to the provisions of Section 4 of this Article II, shall have a nonexclusive right to the use of the Common Area and such right shall be appurtenant to and shall pass with the title to every Lot and every Townhome or Unit, subject to Declarant's unilateral right, hereby reserved, to modify the location of irrigation and drainage easements shown on the Wildcat Village Filing No. 1 Final Plat or conveyed to the HOA by separate instrument subject to the requirement that any such change shall not result in a loss of irrigation water to, or the addition of drainage water from off the Lot, Townhome, or a Unit into the Lot, Townhome, or a Unit in question.

4. **Extent of Owners' Right.** The right of use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association to promulgate and publish rules and regulations with which each Owner and Owner's guests and invitees shall strictly comply;

(b) The right of the Association to suspend the voting rights of a Member during any period when any assessment against a Member's Lot, Townhome, or a Unit remains unpaid for thirty days or longer, or for any infraction of its adopted rules and regulations; and

(c) The right of the Association to close or limit the use of the Common Area while maintaining, repairing or making replacements thereto, or in the event a Member has had voting rights suspended.

5. **Easements.** The Owners of the respective Lot, Townhomes, and Units shall be subject to the utility and drainage easements that are shown on the Plat. The Owners of the respective Lot, Townhomes, and Units shall also be subject to the following:

(a) The HOA's rules and requirements, which includes the power to designate parking spots as set forth on the Plat, Owners and their guests, agents, and invitees have a non-exclusive right to park motor vehicles on the designated parking areas as set forth on the Plat; the HOA may adopt rules and fines for violations of HOA parking rules.

(b) **Maintenance Easement.** A non-exclusive easement is hereby granted to the HOA upon, across, over, above, and under any Lot, Townhome, or a Unit as may be necessary or appropriate to perform the duties of the HOA, however, entry into or on any Townhome, Unit, or Lot in non-emergency situations shall only be made after providing reasonable notice to the respective Owner(s) of a minimum of twenty-four (24) hours in advance, and in emergencies after providing notice that is reasonable under the circumstances.

(c) **Common Wall, Foundation, Roof Easement.** The HOA and each Owner is granted a non-exclusive easement for the purpose of maintenance, construction, reconstruction, and repair in, over, under, across, and upon an adjacent Lot, Townhome, and/or Unit which share a common wall and/or roof with another Townhome or Unit for purposes of common wall, roof, and utilities improvement, repair, maintenance and replacement upon providing reasonable notice to the respective Owner(s) of a minimum of twenty-four (24) hours in advance to all affected Owners. Any damage caused to an adjacent Lot, Townhome, or Unit as a result of the use of such easement shall be the responsibility of the respective Owner or the HOA, depending upon who is negligent or has acted wrongfully.

(d) **Exterior Wall, Foundation, Roof Easement.** The HOA is granted a non-exclusive easement in, over, under, and upon the Townhomes, Units, and the Lots for the purpose of improvement, maintenance, construction, reconstruction, and repair of any exterior wall foundation, and roof, including doors and windows, on each Owner's Townhome, Lot and/or Unit; provided, that each Owner shall be liable for any damage to the Common Area or to another affected Owner's Townhome, Unit, or Lot, or other property.

(e) **Easement for Foundations.** The HOA and the Owners of an adjacent Lot, Townhome, and/or Unit shall have mutual easements of horizontal and vertical support for the foundations on which adjacent walls of their respective Townhome, Unit, and/or Lot improvements rest.

6. **Common Area.** The Association shall have own and shall be responsible for the maintenance and/or protection of the Common Area, as defined herein, or as added by the filing of future plats further subdividing the Property, subject to the right of use and enjoyment of the Owners consistent herewith.

7. **Easement Conveyance.** All conveyances of any Lot, Townhome, or Unit shall be construed to grant and reserve the easements created in this Declaration or the Plat, even where no specific reference to such easements or to this Declaration or the Plat appears in the instrument of conveyance.

8. **Association Responsibility.** The Association shall be responsible for the maintenance and repair of, and improvements on the Common Area, and is hereby granted access rights to maintain, repair, and replace all utilities and improvements located on, under, through or above the Common Area, and common walls, foundations, and roofs of a Unit, Townhome, and/or Lot, to maintain the exterior of all Townhomes and Units to the standards set by the HOA from time to time, and pursuant to Section 2 of Article IV if an Owner fails to do so, is hereby granted access to the Townhomes, Units and/or Lot in order to keep the same neat and attractive and to maintain the Lot, Townhomes, and/or Units and the landscaping and exterior of the Townhomes and/or Units and any improvements to the Townhomes, Units, and/or Lot.

9. **Party Walls.** Each foundation, wall, and roof which is built as part of the original construction of the Units and placed on or immediately adjacent to the dividing line between the Lots, a Townhome, or a Unit shall constitute a "common wall" or "party wall," and the general rules of law regarding party walls (and foundations and roofs) and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the party wall. If a party wall is destroyed or damaged by fire or other casualty and if the HOA does not restore such party wall within insurance proceeds or a Special Assessment, any Owner who has used or makes use of the party wall may restore it, and if the other Owners thereafter make use of the party wall, such Owners shall contribute to the cost of restoration in proportion to such use, or make demand on the HOA to contribute to the cost of restoration if such damage is not the fault of the Owners so affected. In the event of a dispute as to such proportion or the HOA's payment for

the cost of restoration, the Board of the HOA shall determine such dispute in accordance with the dispute resolutions adopted by the HOA or the matter may be decided by a court of competent jurisdiction.

ARTICLE III
ALLOWED USES

1. **General.** The Lots, Townhomes, and Units shall be used for residential purposes. No structure other than attached single family townhome, row home, or apartment units in a number as the Declarant may determine shall be constructed or permitted on a Lot. There shall be no outside storage of any personal property, except in designated storage areas as set forth on the Plat and excepting $\frac{3}{4}$ ton rated or less motor vehicles which are operable and licensed, and which shall be located in such locations specified by the HOA. The Lot, Townhomes, and Units and improvements thereon, including landscaping, shall be maintained in a neat attractive manner by the Owner(s) thereof and the Association, as applicable. If so required, an Owner who fails to maintain such Owner's exterior walls, landscaping, and party walls to the standards adopted by the HOA from time to time, the HOA may maintain the exterior wall, landscaping, and party walls and assess the costs thereof to the affected Owner(s) as a Special Assessment.

2. **Signs.** No advertising, billboards, or signs of any character shall be erected, placed, permitted or maintained on any Lot, Townhome, or Unit, unless prior written consent of the ACCO has first been obtained, subject to the following: One "FOR SALE" or "FOR LEASE" sign that applies to a Lot, Townhome, or Unit is permitted without the approval of the ACCO. Such signs must be removed within ten (10) days after a transfer of ownership occurs. "SOLD" signs are not permitted longer than ten (10) days after title has transferred.

3. **Exterior Uses.** No clotheslines, drying yards, or storage areas shall be located outside the interior of any Unit or Townhome.

ARTICLE IV
LANDSCAPING, MAINTENANCE, & OTHER RULES

1. **Landscaping.** Declarant shall complete the landscaping per the approved City landscaping plan. Thereafter, the HOA shall maintain the landscaping in accordance with said landscaping plan and this Declaration.

2. **Maintenance.**

(a) Except as otherwise provided herein, the maintenance and repair of each Lot and any associated structures located thereon, and each Unit and/or Townhomes shall be the responsibility of the Owner(s) thereof, including, but not limited to, the interior of the Units, Townhomes, and other improvements constructed thereon. Each Owner shall maintain their Lot, Townhome, and/or Unit so that the Lot and interior of each Townhome and/or Unit is always neat, attractive, and well maintained and consistent with other Lots, Units, and/or Townhomes.

(b) In the event an Owner fails to keep and maintain their Lot, Townhome, or Unit in accordance herewith, the HOA may, after reasonable notice and an opportunity to comply and cure, cause such repairs or maintenance as may be needed to comply herewith, and/or remove accumulation of trash or debris. The costs of such HOA work, maintenance, and repairs shall be assessed to and against such Owner and the respective Lot, Townhome, or Unit.

3. **Owner's Negligence.** Notwithstanding anything to the contrary contained in this Article, in the event that the need for maintenance or repair of property or improvements owned or controlled by

the Association is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest, agent or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the assessment to which such Owner's Lot, Townhome, or Unit is subject and shall become a lien against such Owner's Lot, Townhome, or Unit as provided in this Declaration. A determination of the negligence or willful act or omission of any Owner or any member of an Owner's family or guest, agent or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at an HOA hearing after notice to the Owner. Such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

(a) No obnoxious or offensive activity shall be carried on upon any Lot, Townhome, Common Area, or Unit, nor shall anything be done or placed on any Lot, Unit, Townhome, or Common Area which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may constitute a health hazard.

(b) No garbage, refuse, or rubbish or cuttings shall be deposited on any street nor on any Lot, Townhome, or Unit, or Common Area unless placed in a suitable container which, with respect to containers associated with a Unit or Lot, as the case may be, shall be outside of Unit, Townhome, or Lot twenty-four (24) hours before City trash pickup. All garbage containers, including any under the control of the HOA for common use by Owners, shall be placed in locations specified by the HOA.

(c) No Owner or other person shall emit, or fail to stop from being emitted: any sound on any Lot, Townhome, Unit, or Common Area which is unreasonably loud or annoying; any odor which is noxious or offensive to others; any light which is unreasonably bright or causes unreasonable glare. All exterior lights (including streetlights) constructed or installed after the date this Declaration is recorded with the County Clerk, other than those constructed by Declarant and other than ordinary low wattage lights, shall be subject to approval by the ACCO based on harmonious development and prevention of off-site light.

(d) No odor shall be emitted on or from any Lot, Unit, Townhome, Common Area, or vehicle on the Property which is noxious or offensive to others as determined by the HOA.

4. **Antennas.** No television, microwave or other antenna, dish or similar device shall be erected or maintained on any Lot, structure, Unit, or Townhome except those specifically approved by the ACCO in accordance with the procedures for prior approvals by the ACCO set forth in Article VI.

5. **Hazardous Activities.** No activities shall be conducted on any Lot, Unit, Townhome, or elsewhere on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing: no firearms, illegal fireworks, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged upon any Lot, Unit, or the Property; nor shall open fires be lighted or permitted on any Lot, Townhome, Unit, or the Property (including burning of trash or rubbish) except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

6. **Utilities.** All utilities, including all lines and/or wires and/or pipes for telephone, electricity, cable, internet, gas, water and sewer, shall be buried and maintained underground from their primary source. Irrigation water, including irrigation wastewater, conveyed within irrigation easements shall be allowed only if in underground pipe; no open ditches are allowed

7. **Drainage.** No modifications or alterations to the grade or soils on the Property shall be made in such manner that will obstruct, divert, or otherwise alter the water drainage courses and patterns, nor shall landscaping or changes to the existing terrain be made which would obstruct, divert, or otherwise alter such drainage.

8. **Garage Sales.** Garage sales shall only be allowed on the Property if the HOA adopts reasonable rules or regulations allowing the same which may include specifying the location of the garage sale on a Lot or Common Area.

9. **Water Near Foundation.** Each Owner shall maintain the ground and grades of, and the landscaping on, a Lot or Townhome so that water flows away from each Unit, Townhome, and other structures and so that water near or under the foundation of all structures is perpetually avoided. Further, each Owner shall maintain the grade on and improvements to the Owner's Lot so that drainage/run-off water does not flow onto any other Lot or adjacent property unless the drainage/run-off water flows in a designated drainage easement.

ARTICLE V
ASSOCIATION MEMBERSHIP; VOTING RIGHTS; INDEMNITY

1. **Purposes and Powers.** The Association shall be a corporation organized pursuant to the Colorado Nonprofit Corporation Act, § 7-20-101, et seq., C.R.S., to be and constitute an entity for the exercise of the powers for the purposes set forth in this Declaration, including the appointment and removal of the ACCO, the management of run-off and storm water, Common Areas, the levy and collection of assessments, the enforcement of the covenants, conditions and restrictions set forth in this Declaration, such rules and regulations as may be adopted by the Board, and to otherwise exercise such other powers as are set forth in this Declaration, or reasonably necessary to fulfill its objectives and purposes.

2. **Membership.** Every Owner of a Lot, Townhome, or a Unit which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Townhome, or Unit. Each Lot and each Unit and Townhome shall be entitled to one (1) vote and the Owner or Owners shall exercise the vote of each Lot, Townhome, or Unit as they determine, however, not more than one (1) vote can be cast with respect to any Lot, Townhome, or Unit.

3. **Directors of the Association.** The affairs of the Association shall be managed by the Declarant initially. When the Declarant relinquishes control of the Board to the Owners below, the Board shall be managed by at least three (3) directors who shall be Members of the Association. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

4. **Officers.** The officers of this Association shall be as set forth in the Bylaws of the Association.

5. **Indemnification of Officers and Directors.** Neither the Declarant, the Association, any member of the Board, any officer of the Association nor any agent or employee of the Association, shall be liable to any Owner or other person or entity for any action or any failure to act with respect to any Association related matter if the action taken or failure to act was in good faith and is not finally adjudicated to be willful or intentional misconduct. The Association shall indemnify and hold harmless Declarant and any member of the Board, and any officer of the Association or any agent or employee of the Association from any and all reasonable costs, damages, charges, liabilities, obligations, fines, penalties, claims, demands, or judgments and any and all expenses, including, without limitation, attorney's fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or

negligence of such person, or of the Association, the Board, or any committee of the Association, provided that such person was acting under the authority of the Association and has acted in good faith and is not finally adjudicated to be guilty of willful or intentional misconduct.

6. **Limitation of Liability.** Neither Declarant nor the Association shall be liable for injury or damage caused by any latent condition of the Property, Units, or Lots, by the conduct of other Owners or persons, by casualties for which insurance pursuant to these Declarations is not required, or for which insurance is not provided by the Association.

ARTICLE VI ARCHITECTURAL CONTROL

1. **Composition of Architectural Control Committee.**

(a) The ACCO shall consist of the Board of Directors of the Association; provided, however, that until Declarant no longer has control, Declarant shall act as the ACCO. A majority of the ACCO may, from time-to-time, designate a representative to act for it. The power of the Declarant to act for the ACCO, as provided herein, shall include without limitation the power to: initially constitute the membership of the ACCO; appoint member(s) to the ACCO upon the occurrence of any vacancy therein, for whatever reason; remove any member of the ACCO, with or without cause, at any time; appoint the successor thereof; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time-to-time in the discretion of the Declarant. All improvements or structures within the Property constructed by Declarant, including the Units, during the period in which it appoints the ACCO shall be deemed approved by the ACCO without the issuance of any writing evidencing such approval.

(b) The ACCO shall have the right to adopt Architectural Control Guidelines from time-to-time to assist Owners in applying for ACCO approval.

(c) When the members of the ACCO do not have the expertise to review a particular application or request before it, it may reject or disapprove the application unless the requesting Owner agrees to pay for engineering, architectural and/or other professional services rendered to the ACCO in conjunction with the request or application. If such an Owner fails to timely pay for such services, the ACCO shall refer the matter and bill(s) to the HOA which may impose a special assessment against the Owner's Lot which shall be a lien against the Lot and an obligation of each such Owner, in accordance with Article VII of this Declaration.

(d) Review and approval by the ACCO does not relieve an Owner from his/her sole responsibility to abide by all of the rules of this Declaration, getting the proper City/County permits, and any rules adopted by the HOA and/or the ACCO. Each Owner, by acceptance of a deed to a Lot, Unit, or Townhome agrees that, notwithstanding any acts or failure to act of the ACCO, the HOA may enforce its rules, the rules of the ACCO, and the provisions of this Declaration, and that the doctrine of estoppel and similar equitable principles shall not limit or bar any such HOA actions.

2. **Prior Approval.** No structures, buildings, or Townhomes, Units of any kind shall be constructed, remodeled or altered in any fashion within the Property, nor may any vegetation be altered or destroyed nor any landscaping performed, unless two (2) complete sets of proposed plans and specifications for such construction or alteration or landscaping are submitted to and approved by the ACCO prior to the commencement of such work.

3. **Approval Process.**

(a) All applications/plans shall be submitted to the ACCO in writing and in duplicate, duplication is not necessary if application and plans are submitted electronically.

(b) The ACCO shall approve or disapprove in writing all plans and requests within thirty (30) days after receipt by the ACCO of documentation as described in section 4. In the event the ACCO fails to take any action within thirty (30) days after a request has been received, approval will not be required and the provisions of this Article will be deemed to have been met, except as provided in Section 4.

(c) A majority vote of the ACCO is required for approval or disapproval of proposed improvements or other work.

(d) The ACCO shall permanently maintain written records of all applications submitted to it and all actions it may have taken.

(e) The ACCO may adopt rules and regulations for processing of such applications, including reasonable fees to process, renew and store such applications.

(f) If the ACCO deems it necessary, it may condition its review and/or approval of any application or Owner request by the Owner agreeing to pay for such professional services as the ACCO requires. Also see section 1(c) hereof.

4. **Plans.** Plans and specifications submitted to the ACCO shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, Drainage erosion control, and all other matters necessary for the ACCO to properly consider and make a determination thereon.

The ACCO shall timely disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment requirement of it by this Declaration. If the ACCO requires extra time to review any submitted plans, it may so inform the applicant and it shall state such notice the date by which a decision shall be made, within thirty (30) calendar days of the notice.

5. **ACCO Best Judgment.** The ACCO shall exercise its best judgment to see that all improvements, structures, landscaping and all alterations on the Lots, Units, and Common Areas conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevations.

6. **ACCO Vote.** A majority vote of the ACCO is required to approve a request pursuant to this Article.

7. **ACCO Violation.** Upon violation of any of the conditions contained in this Declaration by any Owner, or by any renter, invitee, guest or family member of any Owner, the Board shall have the following power: The Board shall notify the Owner in writing of the specific violation and shall set a time in the notice when the Owner may appear before the Board to review the facts of the violation. Within twenty (20) days after such hearing, the Board shall enter its decision and shall notify the Owner in writing. Included in the decision will be a statement by the Board on what action must be taken by the Owner to correct the violation and a time period for completion of the remedial action. If the Owner does not complete the remedial action as set forth in the decision, then the Board may commence legal proceedings in a court in Mesa County with jurisdiction, seeking damages and/or specific performance of the covenants in this Declaration. The prevailing party may recover all costs and attorney fees incurred in any such proceeding.

ARTICLE VII
ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments.

(a) Each Owner of any Lot and any Unit or Townhome, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for Association Expenses, and (2) Special Assessments for Association Expenses and, as such be required from time-to-time, for Common Area maintenance and improvements, to be established and collected as hereinafter provided. The annual and/or special assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the Lot, Townhome, or Unit and shall be a continuing lien upon the Lot, Townhome, or Unit against which such assessment is made until paid in full. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time-to-time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without setoff or deduction.

(b) The Declarant is not liable for HOA maintenance expenses unless Declarant builds on a Lot and occupies the Townhome or Unit or rents the Townhome or Unit. However, it will be the responsibility of Declarant to maintain any unsold, vacant Lot(s) and mitigate any weeds on such Lot(s).

(c) The lien may be enforced by foreclosure of the defaulting Owner's Lot, Townhome, or Unit by the Association in like manner as a mortgage on real property or otherwise if an alternative is legally available. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot, Townhome, or Unit and a description of the Lot, Townhome, or Unit. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded with the County Clerk. The lien for each unpaid assessment attaches to each Lot, Townhome, or at the beginning of each assessment period and shall continue to be a lien against such Lot, Townhome, or Unit until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot, Townhome, or Unit against which it is filed and collected as a part thereof.

(d) Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal, joint and several, obligation of each person(s) who was the Owner of such Lot, Townhome, or Unit at the time when the assessment became due.

(e) The Association's lien on a Lot, Townhome, or Unit for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

2. Purpose of Assessment. Until changed pursuant to the Act, the annual assessment for each Lot shall be \$200.00 per year and \$100.00 per year for each Unit and Townhome. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Property, the Lots, the Townhomes, and Units and, to the extent not performed by any applicable government entity, for the maintenance of the Common Areas. The Lots, Townhomes, or Units owned by Declarant are not subject to annual assessments.

3. **Rate of Assessment.** Annual assessments shall be fixed at a uniform rate for all Lots, Townhomes, and Units, and shall be allocated to each Lot and each Unit and Townhome on the basis of a fractional share per Lot and per Unit and per Townhome, the numerator of which fraction shall be one (1) and the denominator of which shall be the number of Lots, Townhomes, and Units subject to the provisions of this Declaration, and shall be in the amount sufficient to meet the expected needs of the Association and to pay the Association Expenses. Also see, § 2.

4. **Budget.** At least thirty (30) days prior to the Association's fiscal year end, the Board shall estimate the cost and expenses to be incurred by the Association during the coming fiscal year in performing its functions pursuant to the Declaration. The sum or net estimate so determined shall be assessed to the Owners as an operation and maintenance assessment by dividing the total estimate, less any cash reserves (which does not include Capital Reserves) by the total number of residential Lots, Units, and Townhomes and assessing the resulting amount to the Owner of each Lot, Townhome, and Unit. Owners will have a chance to vote on the budget at the Association's Annual Meeting.

5. **Date of Commencement of Annual Assessments.** The initial annual assessment shall commence on the first day of September 01, 2024, and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association beginning September 01, 2024. The annual assessments shall be due and payable in one (1) annual installment due on the 15th day of January each year. Any Owner purchasing a Lot, Townhome, or Unit between installment due dates shall pay a pro rata share of the last installment due. At the time of purchase of each Lot, Townhome, or Unit from Declarant, each Lot Owner or Unit Owner or Townhome Owner shall, in addition to annual and special assessments, pay a one-time \$100.00 capital investment fee to the HOA.

6. **Reserve Accounts.** As a part of the Association Expenses, the Association shall have the right to maintain adequate reserve fund accounts out of the annual assessments for the repair and replacement of those elements of Association property that must be repaired or replaced on a periodic basis.

7. **Special Assessments.** If at any time during any fiscal year the regular assessment proves inadequate for any reason, including non-payment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy but only after the Board has given thirty (30) days written notice to the Members. Such written notice shall include a rationale for the proposed special assessment, and shall include an analysis of how the adopted budget was insufficient. If the Board receives written notice of objection from, or a request that the special assessment be voted upon by, at least twenty percent (20%) of the Owners, the Board shall not impose the special assessment until a majority of the Owners voting at the meeting held for such purpose have voted in favor of the special assessment. Such special assessment shall be assessed to the Owners by dividing the assessment by the total number of Lots, Townhomes, and Units subject to the provisions of this Declaration, unless the special assessment should be assessed to fewer than all of the Lots, Townhomes, or Units, and assessing the resulting amount to the Owner(s) of such Lot(s), Townhome(s), and Unit(s), such assessment to be paid in installments or a lump sum as the Board shall determine.

8. **Effect of Nonpayment of Assessments: Remedies of the Association.** In the event any assessment is not paid when due, the Association may enforce payment of such obligation by any or all of the following remedies:

(a) Any assessment not paid within thirty days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time-to-time by the Association, and the Association may also assess a monthly late charge thereon.

(b) The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Lot, Townhome, or Unit, and in the event a judgment is obtained, such judgment shall include interest on the assessment, reasonable experts and/or attorney's fees to be fixed by the court, together with the costs of the action.

(c) The Association may refuse to provide services or benefits to any Owner's Lot, Townhome, or Unit whose assessment is delinquent.

(d) The Association may suspend the voting rights of any Owner for the period during which any assessment against the Owner's Lot, Townhome or Unit remains unpaid.

(e) The Association may prevent the use of any Common Area by any Owner whose assessment is delinquent.

(f) No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his or her Lot, Townhome, or Unit or by non-use or abandonment of the Common Area.

9. **Lien for Assessments.**

(a) Under the CCIOA, the Association has a statutory lien on a Lot, Townhome, or Unit for any assessments levied against that Lot, Townhome, or Unit and for fines imposed against its Owner, from the time each assessment or fine becomes due. In addition, fees, charges, late charges, attorney's fees, fines and interest charged pursuant to this Declaration or the CCIOA, are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) The statutory lien for assessments is prior to all other liens and encumbrances on the Lot, Townhome, or Unit except:

(i) Liens and encumbrances recorded before the recordation of this Declaration;

(ii) A lien of a First Mortgage which was recorded before the date on which the assessment sought to be enforced became delinquent; and

(iii) Liens for real estate taxes and other governmental assessments or charges against the Lot. Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a First Mortgage to the extent of an amount equal to the assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the statutory lien.

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

10. **Budget Adoption and Expenditures.** Once the Declarant no longer has control of the Association, the following shall apply:

(a) An annual budget shall be prepared by the Board of the HOA and delivered by U.S. mail to each Owner or as otherwise allowed by CCIOA. The Board of the HOA shall schedule a meeting before the end of April in each calendar year for action on the budget by the Owners in attendance or by proxy. Unless a majority of the Owners in attendance or by proxy vote to veto the budget and/or other items presented at the meeting that are of importance to the HOA, the budget for the HOA and/or other items shall be as proposed by the Board.

(b) The Board of the HOA may similarly propose a reserve or future capital expenditures account as a part of the budget.

(c) The Board shall include in its proposed budget how the funds for any reserves shall be raised: by special assessments or annual assessments.

(d) The Board shall, either through the efforts of its Members or by engaging professional services, keep current and accurate records of all income and expenditures, and shall at least once a year mail or deliver to each Owner a report showing all such income and expenditures and a summary analysis indicating whether or not the HOA spending is within the approved budget. The Board is prohibited from spending more than is authorized by the approved budget.

(e) A Member or Owner shall have the right to inspect, and copy at such Member or Owner's expense, all or any of the records of the HOA upon five (5) days' notice of such request, except as otherwise provided by law.

11. Spending of the Assessments. The Board shall:

(a) Maintain all party and common walls of the Units and Townhomes in a neat, clean, and high-quality state, so as to promote an aesthetic and pleasing appearance; and

(b) Maintain the exterior of the Townhomes and Units in a neat, clean, and high-quality state, so as to promote an aesthetic and pleasing appearance; and

(c) Maintain, improve, and pay costs of electricity and water associated with the Common Area; and

(d) Pay for insurance as specified in Article VIII, and other insurance (such as errors and omissions insurance for the HOA and its officers and board members) as the Board deems appropriate from time to time; and

(e) Make such other expenditures as the Board deems appropriate that are consistent with the terms of this Declaration and any rules or regulations adopted by the Board or the Members.

ARTICLE VIII
INSURANCE

1. The Association shall maintain, and to the extent reasonable available as determined by the HOA, property insurance on the Common Area and commercial general liability insurance, in accordance with the judgment of the Board.

ARTICLE IX
DISPUTE RESOLUTION

1. **Dispute Resolution.**

(a) In the event of any dispute involving the Association and a Member, the Member is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Member requests a meeting with the Board, the Board shall make a reasonable effort to comply with the Member's request. Nothing in this section shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Member waives any right to pursue whatever legal or other remedial actions are available to either party.

(b) The Association may take judicial action against any Owner to enforce compliance with any provision of this Declaration, obtain mandatory or injunctive relief, or obtain damages for noncompliance, and may exercise any other right or remedy for enforcement of this Declaration permitted by law; provided, however, that the parties shall first proceed in good faith to submit the matter to mediation. The mediator cannot impose a binding decision. The parties to the dispute must agree before any settlement is binding. Within fourteen (14) days after one party notifies the other of a dispute, the parties shall jointly appoint an acceptable professional mediator. If the parties cannot agree on a mediator, each party shall select a professional mediator whose sole purpose shall be to select a third professional mediator who shall mediate the dispute. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty (30) days after the date the mediator is selected. If the dispute is settled through the mediator, the parties shall share equally in the mediation costs and shall pay their own attorney fees, if any. If the dispute is not settled by mediation and proceeds to litigation, the losing party in the litigation shall pay the prevailing party's portion of the mediation costs and its attorney fees, if any.

ARTICLE X
SPECIAL DECLARANT'S RIGHTS

1. **Easements.** Easements for installation and maintenance of utilities, drainage facilities, and irrigation water are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, obstruct or retard the flow of water in and through drainage channels in the easements. The easement area of each Lot, Unit, and Townhome and the improvements in it shall be maintained continuously by the Owner of the Lot, Unit, or Townhome, except those improvements for which a public authority or one (1) or more utility company(ies) is responsible.

2. **Construction Easement.** Declarant expressly reserves the right to perform warranty work and repairs and construction work and to store materials in secure areas, on Lots, Townhomes, Units, and Common Area, and the future right to control such and repairs, and the right of access thereto, until its completion. All work may be performed by Declarant without the consent or approval of any Owner or mortgagee. Declarant has such an easement through the Common Area as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated as reserved for future development in the Declaration or on the map for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the Property so reserved for future development. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an improvement containing Lots. If Declarant grants any such easements, the Declaration will be amended to include reference to the recorded easement.

3. **Termination of Special Declarant Rights.** The Special Declarant's Rights so reserved to Declarant, for itself, its successor and assigns, shall expire ten (10) years from the date of recording this Declaration, unless the Special Declarants Rights are (i) extended as allowed by law, or (ii) reinstated or extended by the Association, subject to whatever terms, conditions and limitations the Board may impose on the subsequent exercise of such rights by Declarant.

4. **Transfer of Special Declarant's Rights.** Any Special Declarant's Right created or reserved under this Article for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in every country in which any portion of the project is located. Such instrument shall be executed by the transfer Declarant and the transferee.

ARTICLE XI RESERVED DEVELOPMENT AND OTHER RIGHTS

1. **Reserved Development Rights of Expansion.** Declarant reserves the right, for itself and any successor or assign, at any time and from time to time to subject some or all of the Expansion Property, defined below, to the provisions of this Declarant and to create additional Lots, Townhomes, Units, and/or Common Elements thereon, making any of the foregoing subject to the provisions of this Declaration. Declarant also reserves the right to expand the Common Elements.

(a) **Supplemental Declarations and Supplemental Plats.** Such expansion may be accomplished by the filing for record by Declarant in the office of the Mesa County, Colorado Clerk and Recorder one or more Supplemental Declarations and Supplemental Plats or Replats, setting forth the Lots and other real property, if any, to be included in the expansion, together with any covenant, conditions, restrictions, and easements particular to such property, if any. The expansion may be accomplished in stages through successive supplements or in any supplemental expansion. Declarant may exercise its rights of expansion on all or any portion of the Expansion Property, described below, in whatever order of development Declarant, in its sole discretion, determines.

(b) **Expansion of Definitions.** In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded. For example, "Lot" shall mean the Lots shown on the Plat, as may be amended from time to time, plus any additional Lots added by any Supplemental Declarations or Supplemental Plats or Replats, and reference to this Declaration shall mean this Declaration as supplemented.

(c) **Declaration Operative on Expansion Property.** Lots, Townhomes, Units, etc., added by Supplemental Declaration(s) and Supplemental Plat(s) or Replat(s) shall be subject to all the terms and conditions of this Declaration and of any Supplemental Declaration(s), upon recording of the Supplemental Declaration(s) and Supplemental Plat(s) depicting the Expansion Property. In the event that all or any portion of the Expansion Property is submitted to the provisions of this Declaration, Declarant shall retain the right to, but shall not be obligated to, submit any additional portion of the Expansion Property to the provisions of this Declaration. The rights of Declaration in accordance with these provisions. No rights or obligations of any Owner in Lots in the Expansion Property shall attach until a Supplemental Declaration and Supplemental Plat or Replat are recorded.

(d) **Effect of Expansion.** Upon the creation of additional Lots and their inclusion under this Declaration as provided above, the Allocated Interests applicable to a Lot, Unit, Townhome, etc., shall be as set forth above in the Act.

2. **Land Subject to Development Rights of Expansion.** Declarant's reserved rights of expansion, above, shall apply to all or any part of the land legally described as follows and depicted on the Plat as "Reserved for Future Development" (the Expansion Property).

3. **Reservation of Withdrawal Rights.** Declarant reserves the right, for itself and its successors and assigns, at any time and from time to time to withdraw from the provisions of this Declaration individual Lots, Townhomes, Units and/or Common Elements, provided however that none of the real estate may be withdrawn after a Lot has been conveyed by Declarant to a purchaser.

4. **Termination of Reserved Rights.** The rights reserved to the Declarant in this Article shall expire, unless sooner terminated, twenty (20) years from the date of recording this Declaration, unless such rights are extended or reinstated by the Association.

ARTICLE XII **GENERAL PROVISIONS**

1. **Enforcement.** Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, as amended, shall be by any proceeding at law or in equity against any person or persons, including without limitation 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 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 attorney's fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **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.

3. **Easements.** Easements are reserved as shown on the recorded Plat of the Subdivision, or any portion thereof, or other duly recorded instrument(s). Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the use of the easements, or which may change the direction of flow of drainage channels in the easements. Declarant and the HOA hereby reserve the right to enter upon the Property and each Lot to correct any flow of water and to establish and re-establish drainage channels.

4. **Conflict of Provisions.** In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

5. **Rights of Declarant Incident to Construction.** An easement is hereby retained by and granted to Declarant, its successors and assigns for access, ingress and egress over, in, upon, under, and across any Lot, Unit, and/or Common Area, including but not limited to the right to store material thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designee's construction on or development of the Property and any Lot or Unit; provided however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment or access by any Owner, his family members, guests, or invitees, to or of that Owner's Lot or Unit. Declarant, for itself and its successors and assigns hereby retains a right to store

construction materials on Lots or Units owned by Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Property, the performance of Declarant's obligations hereunder, and the sale of any Lot or Unit. Any special Declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded with the County Clerk.

6. **Easement for Encroachments.** If any portion of a structure existing as of the date hereof encroaches upon any Common Area or upon any adjoining Lot or Unit, or if any portion of any Common Area encroaches upon any Lot or Unit, including any future encroachments arising or resulting from the repair or reconstruction of a structure subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist.

7. **Registration by Owner of Mailing Address.** Each Owner shall register their mailing address with the Association. All notices or demands intended to be served upon an Owner may be sent by U.S. mail, postage prepaid, addressed in the name of the Owner at such registered mailing address, or by posting such notice on the front door of the residence located on a Lot or Unit. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot or Unit. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to: c/o Wildcat Village Owners Association, Inc., ____, until such address is changed by the Association.

8. **Liens Not Impaired.** No violation or breach of this Declaration, or any enforcement action shall impair the lien of any mortgage, deed of trust or other lien created in good faith and for value prior to recording of a *lis pendens* or other document by a plaintiff alleging violation or breach.

9. **Good Faith.** Neither the Declarant, the HOA, the ACCO, nor any member, agent nor employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

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

11. **No Waiver.** Failure to enforce any provision, of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration. shall be sent by certified mail, postage prepaid to: c/o Wildcat Village Owners Association, Inc., _____, until such address is changed by the Association.

[SIGNATURE PAGE TO FOLLOW]

DECLARANT:

507 WEST ASPEN, LLC

By: _____
Shannon Sweeney, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Shannon Sweeney, Manager of Wildcat Acquisition LLC.

Witness my hand and official seal.
My commission expires:

Notary Public