

# Declaration

## AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR EAGLES LANDING CONDOMINIUMS

Eagles Landing Condominium Owners Association, Inc., does hereby Amend and Restate the Condominium Declaration for Eagles Landing Condominiums recorded April 26, 2011 in Book RE 0 at Page 0, as Reception No.20110024341, and hereby continues the condominium form of ownership of the real property in Estes Park, Colorado, including the improvements thereon, described in Exhibit A attached hereto and incorporated herein by this reference as though fully set forth, under the provisions of the Colorado Common Interest Ownership Act, C.R.S., §38-33.3-101, et seq., and does hereby DECLARE that the property described on Exhibit A shall be held and conveyed subject to the following terms, covenants, restrictions and conditions. This Restated Common Interest Community Declaration is a complete restatement of the Declaration and Amendments referred to herein, and shall constitute a compilation of the entire Common Interest Community Declaration for the Eagles Landing Condominiums.

## ARTICLE I DEFINITIONS

Unless otherwise specifically provided, the following definitions shall apply:

*Act.* The Act is the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq., Colorado Revised Statutes, as it may be amended from time to time.

*Allocated Interests.* The Allocated Interests are undivided interests in the Common Elements, the Common Expense liability, and votes in the Association, allocated to Units in the Common Interest Community.

*Association.* The Association is Eagles Landing Condominium Association, Inc., a Colorado non-profit corporation. It is hereby designated as the Association of Unit Owners pursuant to C.R.S., §38-33.3-301.

*Building.* A single building containing units as shown on the condominium map.

*Bylaws.* The Bylaws are the Bylaws of the Association, as they may be amended from time to time.

*Common Elements.* The Common Elements are each portion of the Common Interest Community other than a Unit.

*Common Expenses.* The Common Expenses are the expenses or financial liabilities for the operation of the Common Interest Community. Common Expense Assessments are the funds required to be paid by each Unit Owner in payment of such Owner's Common Expense liability. These expenses include:

1. expenses of administration, maintenance, construction, improvement, repair or replacement of the Common Elements;
2. Expenses declared common expenses by the provisions of this Declaration or the By-Laws of the Association;
3. expenses declared to be Common Expenses by the Documents or by the Act;
4. expenses agreed upon as Common Expenses by the Association; and
5. such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

In addition, the costs and expenses imposed on the Association benefitting fewer than all the Units, shall be a Common Expense, but assessed exclusively against those Units benefitted.

*Common Interest Community.* The Common Interest Community is the real property described in Exhibit A and subject to this Declaration.

*Declaration.* The Declaration is this document, including any amendments.

*Director.* A Director is a member of the Executive Board.

*Documents.* The Documents are this Declaration and the Map recorded and filed pursuant to the provisions of the Act, the Articles of Incorporation of the Association, the Bylaws and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is a part of that Document.

*General Common Elements.* The real property described in Exhibit "A" and the improvements thereon except the Units, the structural components of the buildings; such improvements, buildings or areas as are provided for community recreation, utility or for common use; service walks, parking areas, courts and balconies; all other parts of such land and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including the air space above such land, all of which shall be owned, as tenants-in-common, by the owners of the separate Units, each owner of a Unit having an undivided interest in such general common elements as is hereinafter provided.

*Improvements.* Improvements are any construction, structure, equipment, fixture or facilities existing or to be constructed on the Property, including but not limited to buildings, trees and shrubbery planted by the Association, paving, utility wires, pipes and light poles.

*Limited Common Elements.* The Limited Common Elements are the portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or by operation of C.R.S., §§38-33.3-202(1)(b) and (1)(d). The Limited Common Elements in the Common Interest Community are described in Article II of this Declaration.

*Map.* Map means that certain map entitled “Map of Eagles Landing Condominiums” recorded in the Records on December 7, 1993 as Reception No. 93092590, as it may be amended from time to time.

*Member.* As used herein, the term “Member” is a “Unit Owner”. Notice and Comment. Notice and Comment is the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Article XIX(A) of this Declaration.

*Notice and Hearing.* Notice and Hearing is the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Article XIX(B) of this Declaration.

*Person.* A Person is an individual, corporation, trust, partnership, limited liability company, association, joint venture, government, government subdivision or agency or other legal or commercial entity.

*Property.* Property is the land and all Improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration, as described in Exhibit A attached hereto, and such additional land and improvements which may be added to the Common Interest Community by and through the provisions hereof.

*Records.* The Records are the real estate records in the Office of the Clerk and Recorder of Larimer County, Colorado.

*Rules.* The Rules are the regulations for the use of Common Elements and for the conduct of persons in connection therewith within the Common Interest Community, as may be adopted by the Executive Board from time to time pursuant to this Declaration.

*Unit or Condominium Unit.* A Unit or Condominium Unit is a unit which is described as a physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described on the Map and in Article II(B) of this Declaration, together with the undivided interests in and to the common elements and limited common elements appurtenant thereto. One individual air space which is contained within the perimeter walls, floors, ceilings, windows and doors of each Unit as shown on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained but not including any of the structural components of the building, if any, located within the Unit.

*Unit Owner or Owner.* The Unit Owner or Owner is any person, persons, corporation, partnership, trust, association or other legal entity, or any combination thereof, who own or owns an interest in one or more condominium units. Unit Owner does not include a Person having only a security interest or any other interest in a Unit solely as security for an obligation.

# ARTICLE II

## DIVISION OF PROPERTY INTO CONDOMINIUM UNITS

A. *Real Property.* The real property described in Exhibit “A” and the improvements thereon are divided into the Forty-Five (45) fee simple estates (Units) as is set forth on Map and Exhibit “B” attached hereto and made a part hereof. Each such estate shall consist of the separately designated units and the undivided interest in and to the general common elements appurtenant to each Unit.

B. *Boundaries.* Boundaries of each Unit created by the Declaration are shown on the Map as numbered Units, along with their identifying number, and are described as follows:

1. *Upper Horizontal Boundary.* The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.

2. *Lower Horizontal Boundary.* The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills and structural components.

3. *Vertical Perimeter Boundaries.* The planes defined by the inner surfaces of the studs, framing and drywall of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions and partition walls between separate Units.

4. *Inclusions.* Each Unit will include the spaces and Improvements lying within the boundaries described in (1), (2) and (3) above, and will also include the spaces and the Improvements within those spaces containing any space heating, water heating and air conditioning apparatus, all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems and television, telephone, electrical receptacles and light fixtures and boxes serving that Unit exclusively. The surface of the foregoing items will be the boundaries of that Unit, whether or not those items are contiguous to the Unit.

5. *Exclusions.* The following are excluded from each Unit: the spaces and Improvements lying outside of the boundaries described in (1), (2) and (3) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements or both.

6. *Noncontiguous Portions.* Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures and storage portions situated in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Units. This special equipment and storage portions are a part of the Unit, even though they are not contiguous with their residential portions.

7. *Limited Common Elements.* A portion of the general common elements is reserved for the exclusive use of the individual owners of the respective Units and such areas are referred to as “limited common elements”. The limited common elements so reserved shall be identified on the

condominium map; provided, however, that any court or balcony which is accessible from, associated with and which adjoins a Unit and any other limited common element so identified on the condominium map shall, without further reference thereto, be used in connection with such Unit to the exclusion of the use thereof by the other owners of the general common elements, except by invitation. All of the owners of condominium Units in this condominium project shall have a non-exclusive right in common with all of the other owners to the use of sidewalks, pathways, roads and any streets located within the entire condominium project. No reference thereto, whether such limited common elements are exclusive or non-exclusive, need be made in any deed, instrument of conveyance or other instrument.

## **ARTICLE III**

### **ALLOCATED INTERESTS**

A. *Allocation of Interests.* The table showing Unit numbers and their Allocated Interests is attached as Exhibit B. These interests have been allocated in accordance with formulas set out in this Article.

B. *Formulas for the Allocation of Interests.* The interests allocated to each Unit have been calculated by the following formulas: divided equally among all Units in the Common Interest Community.

C. *Undivided Interest in the Common Elements.* The percentage of the undivided interest in the Common Elements allocated to each Unit is divided equally among all Units in the Common Interest Community.

D. *Liability for the Common Elements.* The percentage of liability for Common Expenses allocated to each Unit is divided equally among all Units in the Common Interest Community. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article VII(F) or Article XI of this Declaration.

E. *Votes.* Each Unit in the Common Interest Community shall have one vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion or fraction of all of the votes.

## **ARTICLE IV**

### **DESCRIPTION OF CONDOMINIUM UNIT**

A. Every contract, deed, lease, mortgage, trust deed, will or other instrument may legally describe a condominium Unit by its identifying Unit designation, the building symbol, followed by the name of this condominium with further reference to the condominium map and Declaration filed for record. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit but also the general common elements and the limited common elements appurtenant thereto. Each such description

shall be constructed to include a non-exclusive easement for ingress and egress to an owner's Unit and use of all of the limited common elements.

B. The legal descriptions of each of the Units shall be in the following form:

Unit \_\_\_\_, Eagles Landing Condominiums, according to the Map of Eagles Landing Condominiums, recorded December 7, 1993 as Reception No. 93092590 and as defined and described by the Amended and Restated Condominium Declaration for Eagles Landing Condominiums, recorded \_\_\_\_\_, 2010 as Reception No. \_\_\_\_\_, in the office of the Clerk and Recorder in the County of Larimer, State of Colorado

C. The reference to the condominium map and Declaration in any instrument shall be deemed to include any supplements to the condominium map or Declaration without specific reference thereto.

## **ARTICLE V**

### **OWNERSHIP & TAXATION**

A. A condominium unit may be held and owned in any real property tenancy relationship recognized under the laws of the State of Colorado.

B. Each Unit, the appurtenant undivided interest in the general common elements and the appurtenant limited common elements shall together comprise one condominium Unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a single condominium Unit.

C. Each Unit and the undivided interest in the general common elements appurtenant thereto shall be deemed a parcel and subject to separate real property assessment and taxation.

D. The general common elements shall be owned in common by all of the owners of the Units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

## **ARTICLE VI EASEMENTS**

A. *Existing Easements.* All easements or licenses to which the Common Interest Community is presently subject are shown on the Map.

B. *Owner's Easement Across Common Elements.* Every Owner shall have a right and easement for ingress to and egress from such Owner's Unit over and across the Common Elements, which easement shall be appurtenant to and shall pass with the title to every Unit.

C. *Easements Reserved.* Easements and rights of way are reserved on, over and under the Common Elements and the Units as shown on the Map, for construction, maintenance, repair, replacement and reconstruction of poles, wires, pipes and conduits for lighting, heating, electricity, gas, telephone, drainage and any other public or quasi-public utility service purposes, and for sewer and pipes of various kinds.

D. *Encroachments.* If any portion of the general common elements encroaches upon a Unit or Units, or if any portion of a Unit encroaches upon the general common elements or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance shall not be considered or determined to be encumbrances either on the general common elements or on the Units for purposes of marketability of title or other purposes.

## **ARTICLE VII LIMITATION ON MECHANIC'S LIEN RIGHTS AND INDEMNIFICATION**

No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Unit Owner, his agents, his contractor or subcontractor shall be the basis for filing of a lien against the general common elements or against the Unit of any other Unit Owner who did not expressly consent to or request the services or materials. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against all liability arising from the claim of any lien against the Unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other projects incorporated in an owner's Unit at such owner's consent or request.

## **ARTICLE VIII MAINTENANCE**

A. *Common Elements.* The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration or the Act to be maintained, repaired or replaced by the Unit Owners.

1) Windows and doors of Units are general common elements. The Association shall maintain and repair the exterior surfaces of windows and doors; the Unit Owner shall maintain the interior surfaces of windows and doors. The Association shall repair or replace windows and/or doors if such maintenance is a result of general maintenance or is a result of an insured casualty loss. The Unit Owner shall repair or replace windows and/or doors if such maintenance is a result of negligence of the owner or guests of the owner. A Unit Owner may upgrade windows and/or doors at the Owner's expense, provided the Owner has received the approval of the Executive Board for the proposed upgrade. Screens for windows and doors shall be maintained by the Unit Owners.

2) The buildings (including the attics and crawl spaces) and the land (including the land lying beneath the buildings) shall be general common elements.

3) The common driveways on the property, parking areas, sidewalks, stairs, fences on the property, the maintenance shed, the irrigation system and landscaping, and the property identification signs are all General Common Elements.

B. *Individual Units.* It shall be the duty and obligation of each Unit Owner, at such Unit Owner's expense, to maintain, repair and replace all portions of such Owner's Unit, except the portions of the Unit required by the Declaration to be maintained, repaired or replaced by the Association. Unit Owners shall be responsible for removing snow, leaves and debris from patios and balconies designated as Limited Common Elements to their Unit.

C. *Limited Common Elements.* The Association shall be responsible for removing snow, leaves and debris from all walkways and entrances even though such may be Limited Common Elements. The Association shall be responsible for all maintenance (painting, staining and replacement of decking, handrails and balusters) of stairs, patios, patio enclosures, balconies and privacy fences, designated as Limited Common Elements.

D. *Right of Access.* Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of performing emergency repairs or to do other work reasonably necessary for the proper maintenance of the Common Interest Community, for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing and replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Unit Owner is present at the time.

E. *Repairs Resulting from Negligence.* Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by such Unit Owner's failure to properly maintain, repair or make replacements to such Unit Owner's Unit or to those Limited Common Elements for which such Unit Owner is responsible under Article VIII(C) of the Declaration. The Association will be responsible for damage to



Units which is caused by the Association intentionally, negligently or by the Association's failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

## **ARTICLE IX REVOCATION OR AMENDMENT OF DECLARATION**

A. *Revocation.* Termination of the Common Interest Community may be accomplished only in accordance with C.R.S., §38-33.3-218.

B. *Amendment.* This Declaration and the Map may be amended only by vote or agreement of Unit Owners of Units to which at least 60 percent of the votes in the Association are allocated. The procedure for amendment must follow the procedures of C.R.S., §38-33.3-217.

C. *Limitation of Challenges.* An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after the amendment is recorded.

D. *Recording of Amendments.* Each amendment to the Declaration must be recorded in the Records, and the amendment is effective only upon recording.

E. *Unanimous Consent.* Except to the extent expressly permitted or required by other provisions of the Act, an amendment may not increase the number of Units, change the boundaries of a Unit, the Allocated Interests of a Unit, except by unanimous consent of the Unit Owners.

F. *Execution of Amendments.* An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

## **ARTICLE X AMENDMENTS TO BYLAWS**

The Bylaws of the Association may be amended as prescribed in the Bylaws. Provided, however, the By-Laws may not be amended insofar as such amendment would be inconsistent with the Condominium Declaration.

## **ARTICLE XI ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

A. *Apportionment of Common Expenses.* Except for costs and expenses imposed on the Association benefitting fewer than all the Units and assessed pursuant to paragraph B below, all Common Expenses shall be assessed against all Units equally.

B. *Common Expenses Attributable to Fewer than all Units.*

1. Costs and expenses imposed on the Association benefitting fewer than all the Units, shall be a Common Expense, but assessed exclusively against those Units benefitted. This may include any Common Expense, including those Common Expenses associated with the maintenance, repair or replacement of components and elements identified herein as Limited Common Elements, benefitting fewer than all Units.

2. Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against that Unit.

3. Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

4. An assessment to pay a judgement against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

5. If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against that Unit Owner's Unit.

6. Fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense Assessments.

C. *Lien.*

1. The Association is hereby granted and shall have a lien on a Unit for a Common Expense Assessment levied against the Unit or fines imposed against its Unit Owner. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If a Common Expense Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

2. A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Unit recorded before the date on which the Common Expense Assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. A lien under this Section is also prior to all Security

Interests described in Subdivision (2) of this Subsection to the extent that the Common Expense Assessments are based on the periodic budget adopted by the Association pursuant to Article XI(D) of this Article and would have become due in the absence of acceleration, during the six months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien created under this section of an action or a non-judicial foreclosure either to enforce or extinguish either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens or the priority of a lien for other assessments made by the Association. By purchasing a Unit, an Owner waives all federal and state homestead or other exemptions with respect to the lien for Common Expense Assessments.

3. Recording of the Declaration in the Records constitutes record notice and perfection of the lien. Further recording of a claim of lien for a Common Expense Assessment under this Section is not required.

4. A lien for an unpaid Common Expense Assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the Common Expense Assessment becomes due, except that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

5. This Section does not prohibit any other form of legal action to recover sums for which this Section creates a lien, nor prohibit the Association from taking a deed in lieu of foreclosure.

6. A judgment or decree in any action brought under this Section shall include costs and reasonable attorney fees for the prevailing party, which shall be additional Common Expense Assessments.

7. A judgment or decree in an action brought under this Section is enforceable by execution under Colorado law.

8. The Association's lien must be foreclosed by the same judicial procedure by which a mortgage on real estate is foreclosed under Colorado law.

9. In any action by the Association to collect Common Expense Assessments or to foreclose a lien for unpaid Common Expense Assessments, the court may appoint a receiver for the Unit who shall collect all sums due from that Unit Owner or a tenant of the Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense Assessments, based on a periodic budget adopted by the Association pursuant to Article XI(D) of this Declaration.

10. If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid Common Expense Assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection (b) of this Section of the Declaration. Any unpaid Common Expense Assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

11. Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

*D. Budget Adoption and Ratification.* Within 30 days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Unit Owner and shall set a date for a meeting of the Unit Owners to consider ratification of the budget. The meeting shall be not less than 14 nor more than 60 days after mailing of the summary. Unless at that meeting a majority of all Unit Owners rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a new budget proposed by the Executive Board.

*E. Certificate of Payment of Common Expense Assessments.* The Association, upon written request, shall furnish a Unit Owner with a written statement setting out the amount of unpaid Common Expense Assessments against the Unit. The statement must be furnished within 14 calendar days after receipt of the request and is binding on the Association, the Executive Board and each Unit Owner. A reasonable fee, established by the Executive Board, may be charged for such statement.

*F. Payment of Common Expenses.* All Common Expenses assessed under this Declaration shall be due and payable monthly, unless otherwise determined by the Executive Board. The Executive Board may send periodic statements for dues. However, the omission or failure to fix the assessment or deliver a statement for any period shall not be deemed a waiver, modification or a release of the owners from their obligation to pay the same.

*G. No Waiver of Liability for Common Expenses.* No Unit Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made.

*H. Personal Liability of Unit Owners.* The Unit Owner of a Unit, at the time a Common Expense Assessment or portion of the assessment is due and payable, is personally liable for the Common Expense Assessment. Personal liability for the Common Expense Assessment shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation.

## **ARTICLE XII**

### **INSURANCE**

*A. Coverage.* To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described in this Article will not be

maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

*B. Property Insurance Coverage.*

1. Property insurance will cover all Association owned personal property and improvements on the Property, including all buildings, decks and exterior trim and finishes, the common elements forming the Units, utility service and distribution lines and all fixtures, equipment and improvements serving more than one Unit, but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues, drains, personal property contained within a Unit, and other items normally excluded from condominium property casualty insurance policies. In the event of damage or destruction of a Unit, the Association responsibility shall be to restore the unfinished surfaces of the interior of the Unit and rough installation of utility connections. The Association is not responsible for improvements or betterments of any Unit. Owner's will be responsible for all interior finishes including floor coverings, paint, wall treatments, baseboards, door trim and moldings, cabinets, counter tops, window coverings plumbing fixtures, appliances and any equipment serving only one Unit.

2. The property insurance will be for an amount (after application of any deductions) equal to 100 percent of the project facilities' actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association will be insured for an amount equal to its actual cash value.

3. The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the property and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

4. The maximum deductible for insurance policies shall be \$5,000, or if the insurance carrier does not offer a deductible of \$5,000, the smallest possible deductible available through the insurance carrier providing property casualty insurance.

5. The difference between the total policy deductible and \$250 deductible per Unit damaged shall be paid by the Association as a Common Expense. Of the deductible portion, \$250 per Unit Owner affected shall be paid by each of the Unit Owners suffering the loss as an additional Common Expense.

6. The insurance shall afford protection against "all risks" of direct physical loss commonly insured.

7. Insurance policies required by this Section shall provide that:

a. the insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.

b. an act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

c. if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner which covers the same risk covered by the policy, the Association's policy provides primary insurance.

d. losses must be adjusted with the Association.

e. insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and otherwise to the Association, but, in any case, it is to be held in trust for each Unit Owner and the Unit Owner's mortgagee.

f. the insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, to each Unit Owner and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

*C. Liability Insurance.* Liability insurance, including medical payments insurance, will be maintained in an amount determined by the Executive Board, but in no event shall it be less than \$2,000,000 aggregate and \$1,000,000 per occurrence. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

1. each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association;

2. the insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

3. an act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

4. if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

5. the insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

D. *Fidelity Bonds.* A blanket fidelity bond or dishonesty insurance coverage may be provided at the option of the Executive Board for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond or insurance shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force. In no event shall the bond or coverage be for an amount less than the sum of three months' assessments plus reserve funds. The bond or coverage shall include a provision that calls for 10 days' written notice to the Association, each holder of a Security Interest in a Unit, each loan servicing concern that services a FNMA-owned or FHLMC-owned mortgage on a Unit and the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason. The bond or coverage shall be in an amount equal to the maximum amount of funds in the custody and control of the Association when the bond or insurance is in effect. When either: (a) separate bank accounts for working funds and reserves are maintained and monthly checks are sent directly to the Association, (b) a management company maintains separate records and bank accounts for each association's reserve account, or (c) two Directors must sign any check written on the reserve account, then the fidelity bond or coverage may be in an amount equal to three months' Common Expense Assessments on all Units.

E. *Unit Owner Policies.* An insurance policy issued to the Association does not preclude Unit Owners from obtaining insurance for their own benefit. Unit Owners are encouraged to obtain insurance coverage for contents and personal property.

F. *Workers' Compensation Insurance.* The Executive Board shall obtain and maintain Workers' Compensation Insurance if necessary to meet the requirements of the laws of the State of Colorado.

G. *Directors' and Officers' Liability Insurance.* The Executive Board may obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association. This insurance will have limits determined by the Executive Board.

H. *Other Insurance.* The Association may carry other insurance which the Executive Board considers appropriate to protect the Association.

I. *Premiums.* Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense.

## **ARTICLE XIII**

### **DESTRUCTION, DAMAGE OR OBSOLESCENCE**

A. *Duty to Restore.* A portion of the Common Interest Community for which insurance is required under C.R.S., §38-33.3-313, or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed, must be repaired or replaced promptly by the Association unless:

1. the Common Interest Community is terminated; or
2. repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
3. at least eighty percent (80%) of the Unit Owners, including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

B. *Cost.* The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

C. *Plans and Specifications.* The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and at least 51 percent of Eligible Mortgagees.

D. *Replacement of Less Than Entire Property.*

1. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.

2. Except to the extent that other persons will be distributees:

- a. the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Owner of the Unit and the Owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

- b. the remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interest of all the Units.

- c. If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under C.R.S., §38-33.3-107(I), and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

E.

Insurance Proceeds.

The Trustee, or if there is no Trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Article XIII(A)(1) through Article XIII(A)(3) of this Declaration, the proceeds shall be disbursed first for the repair or



restoration of the damaged Property. The Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Property has been completely repaired or restored, or unless the Common Interest Community is terminated.

F. *Certificates By Executive Board.* The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

1. whether or not damaged or destroyed Property is to be repaired or restored; and
2. the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

G. *Certificates by Attorneys or Title Insurance Companies.* If payments are to be made to Unit Owners or mortgagees, then the Executive Board and the Trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the Records, from the date of the recording of the original Declaration, stating the names of the Unit Owners and the mortgagees.

## **ARTICLE XIV CONDEMNATION**

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with C.R.S., §38-33.3-107.

## **ARTICLE XV ACQUISITION OF ADDITIONAL PROPERTY**

The Association may acquire and hold for the benefit of all of the condominium Unit Owners real, tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by all of the condominium Unit Owners in the same proportions as their respective interests in the general common elements, and such interest therein shall not be transferable except with a conveyance of a condominium Unit. A conveyance of a condominium Unit shall transfer to the grantee ownership of the grantor's beneficial interest in such personal property associated with the conveyed condominium Unit.

# **ARTICLE XVI**

## **PARKING**

All automobile parking facilities shall be under the control of the Association; provided, however, that the Association by its President or other executive officer shall cause to be assigned to the owner(s) of a condominium Unit one parking space on the condominium project, which parking space, to the extent possible, shall be located relatively proximate to that owner's condominium Unit; provided, further, that all assigned parking spaces may from time to time be reassigned in order to accomplish the purpose stated.

# **ARTICLE XVII**

## **RESTRICTIVE COVENANTS**

A. The property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. All buildings or structures erected upon the property shall be of new construction and no buildings or structures shall be moved from other locations onto said premises and no subsequent buildings other than buildings shown on the condominium map shall be erected or constructed on the property except by vote of the majority in interest of the condominium Unit Owners. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the premises at any time either temporarily or permanently. Provided, however, the Association may construct and maintain storage facilities (barns or sheds) and other accessory structures for the common use or benefit of the common interest community.

B. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets may be kept, subject to rules and regulations from time to time adopted and amended by the Association.

C. No advertising signs (except one of not more than four square feet "For Rent" or "For Sale" sign per unit), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the property; provided further, however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings and improvements, if any, of the Declarant, its agent, contractors, successors and assigns during the construction and sale and rental period, and of the Association its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

D. No nuisances shall be allowed on the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard to exist. No Unit Owner shall permit any use of his Unit or make use of the common elements which will increase the rate of insurance upon the condominium property. The Association may adopt By-Laws and Rules and Regulations relative to abatement and enjoinder of nuisances.

E. No immoral, improper, offensive or unlawful use shall be permitted or made of the condominium property or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

F. Rules and regulations may be adopted by the Board of Directors concerning and governing the use of the general and limited common elements; provided, however, that such rules and regulations shall be uniform and non-discriminatory. Copies of all such rules and regulations shall be furnished to Unit Owners prior to the time that they become effective.

G. No exterior additions, alterations or decorating to any buildings, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, heights, materials, location and approximate cost of same shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the property by the Association or by a representative designated by it.

H. Snow removal and maintenance of the condominium project's rights-of-way for ingress and egress and the parking areas shall be the responsibility of the Association. Snow removal of the common area walkways and stairways shall also be the responsibility of the Association. The Association will contract with snow removal service providers requiring plowing and clearing walks and stairs upon a minimum of three (3) inch snowfall. Lesser snowfall may not be cleared, and individual Unit Owners are encouraged to clear walkways and stairs under these circumstances.

I. Rental Restrictions. No Unit shall be leased or rented to any tenant or other non-owner occupants for a term of less than thirty (30) days. Rules and regulations may be adopted by the Board of Directors which may include but are not limited to: (1) specific legal terms in leases, (2) the number of occupants permitted to reside in a Unit, (3) the number and type of vehicles and trailers that occupants may park on the property, and (4) restrictions on pets and animals that may be kept by non-owner occupants.

J. Notwithstanding that an occupant of a Unit may be: (1) a non-spouse family member of the record owner of said Unit, or (2) an officer, partner, shareholder or member of the artificial legally created record owner of said Unit: in either case said occupant is not deemed to be an owner or part owner of said Unit, but merely a guest permitted by the record owner, and subject to all rules or regulations governing the conduct of tenants and other non-owner occupants. It is

the purpose of this provision to allow adoption of rules and regulations to control the conduct of temporary non-owner occupants who have a minimal personal stake in Eagles Landing Condominiums. All such rules and regulations shall be uniform and non-discriminatory. Copies of all such rules and regulations shall be furnished to Unit Owners prior to the time that they become effective

## **ARTICLE XVIII**

### **CONDOMINIUM ASSOCIATION**

A. The interests of all owners of condominium Units shall be governed and administered by the Articles of Incorporation and By-Laws of the Eagles Landing Condominium Association.

B. An owner of a condominium Unit upon becoming an owner shall be a member of the Association and shall remain a member for the period of his ownership.

C. The conveyance or encumbrance of a condominium Unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation and Association By-Laws and Rules and Regulations and shall be binding upon each grantee or encumbrancer without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

D. Each owner shall comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully adopted and amended from time to time. Failure to comply with the any requirements imposed by the Documents may be punished by a monetary fine established by the Executive Board. The imposition of a fine shall not preclude an action to recover sums due for damages or injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved owner.

## **ARTICLE XIX**

### **NOTICE AND COMMENT; NOTICE AND HEARING**

A. *Right to Notice and Comment.* Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment," and at any

other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action either shall be given to each Unit Owner in writing, delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or it shall be published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

B. *Right to Notice and Hearing.* Whenever the Documents require that an action be taken after “Notice and Hearing,” the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered, but is not binding in making the decision. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

C. *Appeals.* Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within 10 days after being notified of the decision. The Executive Board shall conduct a hearing within 30 days, giving the same notice and observing the same procedures as were required for the original meeting.

## **ARTICLE XX**

### **EXECUTIVE BOARD**

A. *Association Records and Minutes of Executive Board Meetings.* The Executive board shall permit any Unit Owner, or holder, insurer or guarantor of first mortgages secured by Units, to inspect the records of the Association and the minutes of Executive Board and committee meetings during normal business hours. The minutes shall be available for inspection within 15 days after any such meeting.

B. *Powers and Duties.* The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the Initiations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the following:

1. adopt and amend Bylaws, Rules and regulations;
2. adopt and amend budgets for revenues, expenditures and reserves;

3. collect Common Expense Assessments from Unit Owners;
4. hire and discharge managing agents;
5. hire and discharge independent contractors, employees and agents, other than managing agents;
6. institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of or otherwise enforce the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
7. make contracts and incur liabilities;
8. regulate the use, maintenance, repair, replacement and modification of the Common Elements;
9. cause additional Improvements to be made as a part of the Common Elements;
10. acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to C.R.S., §38-33.3-312;
11. grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements, for more than one year;
12. impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements described in C.R.S., §§38-33.3-202(1)(b) and (1)(d), and for services provided to Unit Owners;
13. impose a reasonable charge for late payment of assessments, and after Notice and Hearing, levy reasonable fines for violations of this Declaration, the Bylaws, Rules and regulations of the Association;
14. impose a reasonable charge for the preparation and recordation of amendments to this Declaration and for a statement of unpaid assessments;
15. provide at the option of the Executive Board for the indemnification of the Association's officers and Executive Board and/or maintain Directors' and officers' liability insurance;
16. assign the Association's right to future income, including the right to receive common expense assessments;

17. exercise any other powers conferred by this Declaration, the Bylaws or the Act;
18. exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
19. exercise any other power necessary and proper for the governance and operation of the Association; and
20. by resolution, establish permanent and standing committees of Directors to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within 45 days of publication of the notice. If an appeal is made, the committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

*C. Executive Board Limitations.* The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect Members of the Executive Board or determine the qualifications, powers and duties or terms of office of Executive Board Members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

## **ARTICLE XXI**

### **OPEN MEETINGS**

- A. *Access.* All meetings of the Executive Board, at which action is to be taken by vote will be open to the Unit Owners, except as hereafter provided.
- B. *Notice.* Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.
- C. *Executive Sessions.* Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:
  1. if no action is taken at the executive session requiring the affirmative vote of Directors; or
  2. if the action taken at the executive session involves personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual Unit Owners, matters which are to remain confidential by request of the affected parties and agreement of the Board or actions taken by unanimous consent of the Board.

# ARTICLE XXII

## MISCELLANEOUS PROVISIONS

A. *Captions.* The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

B. *Gender.* The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

C. *Waiver.* No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

D. *Invalidity.* The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of the Documents shall continue in full force and effect.

E. *Conflict.* The Documents are intended to comply with the requirements of the Act. If there is any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

F. *Address of Record.* Each Owner shall register his mailing address with the Association, and notices or demand intended to be served upon any Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

G. *Adoption.* The foregoing Amendment was adopted by the Unit Owners at an Annual Meeting of the Eagles Landing Condominium Association held on July 21, 2018 at the Fireside Room of the Mountain View Bible Fellowship, 1575 S. St. Vrain Ave., Estes Park, Colorado. This meeting was called by Lisbeth Lord, President of the Board of Directors of Eagles Landing Condominium Owners Association, and proper notice of the Annual Meeting was given to all Unit Owners permitted to vote thereon, in accordance with the Bylaws of Eagles Landing Condominiums, which consists of forty-five Units. At the Annual Meeting, nineteen Units were represented in person, fifteen Units were represented by proxy, and eleven Units were absent or not voting. Voting was conducted in accordance with the Bylaws, Declaration XVII Item I: thirty-two in favor, zero against, two abstain; Declaration XVII Item J: thirty-two in favor, two against, 0 abstain. Both votes constitute more than the required sixty percent approval. The vote was sufficient to adopt the Amendments in accordance with the provisions of the Bylaws and Article XVII of the Declaration. This Amended and Restated Declaration shall be effective upon recording with the Larimer County Clerk and Recorder.

IN WITNESS WHEREOF, Eagles Landing Condominium Association has duly executed this Amended and Restated Condominium Declaration for Eagles Landing Condominiums this 4th day of August, 2018.

EAGLES LANDING CONDOMINIUM ASSOCIATION, INC.



By: \_\_\_\_\_  
Erika Goetz  
President

STATE OF COLORADO )  
) ss.  
COUNTY OF LARIMER )

The foregoing was acknowledged before me by \_\_\_\_\_ as President of Eagles  
Landing Condominium Association, Inc. on \_\_\_\_\_.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

# EXHIBIT "A"

## LEGAL DESCRIPTION

That part of the W 1/2 of the NE 1/4 of Section 31, Township 5 North, Range 72 West of the 6th P.M., described as follows: Beginning at the Southeast corner of the W 1/2 of the NE 1/4 of said Section 31; thence West along the South line of said NE 1/4 420.0 feet; thence Northerly parallel with the East line of said W 1/2 of the NE 1/4 1,649.0 feet; thence South 70 0 11' West, 189.0 feet; thence North 203.85 feet to the TRUE POINT OF BEGINNING; thence N. 75 0 39' West 224.8 feet; thence N. 60 0 18' West 125.15 feet, more or less, to the Easterly boundary line of the South St. Vrain Highway (Colorado State Highway No. 7); thence Northerly along said Easterly boundary line, 29,3.8 feet; thence East 207.7 feet; thence South 144.85 feet; thence East 97.1 feet; thence South 266.15 feet, more or less, to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado.

# EXHIBIT B

## EAGLES LANDING CONDOMINIUMS

### TABLE OF INTERESTS

Unit No.	Fractional Share of Common Elements	Fractional Share of Common Expenses	Vote in the Affairs of Association
A-1	1/45	1/45	1
A-2	1/45	1/45	1
A-3	1/45	1/45	1
A-4	1/45	1/45	1
A-5	1/45	1/45	1
A-6	1/45	1/45	1
B-1	1/45	1/45	1

B-2	1/45	1/45	1
B-3	1/45	1/45	1
B-4	1/45	1/45	1
B-5	1/45	1/45	1
B-6	1/45	1/45	1
C-1	1/45	1/45	1
C-2	1/45	1/45	1
C-3	1/45	1/45	1
C-4	1/45	1/45	1
C-5	1/45	1/45	1
C-6	1/45	1/45	1
D-1	1/45	1/45	1
D-2	1/45	1/45	1
D-3	1/45	1/45	1
D-4	1/45	1/45	1
D-5	1/45	1/45	1
D-6	1/45	1/45	1
E-1	1/45	1/45	1
E-2	1/45	1/45	1

E-3	1/45	1/45	1
E-4	1/45	1/45	1
E-5	1/45	1/45	1
E-6	1/45	1/45	1
F-1	1/45	1/45	1
F-2	1/45	1/45	1
F-3	1/45	1/45	1
F-4	1/45	1/45	1
F-5	1/45	1/45	1
G-1	1/45	1/45	1
G-2	1/45	1/45	1
G-3	1/45	1/45	1
G-4	1/45	1/45	1
G-5	1/45	1/45	1
H-1	1/45	1/45	1
H-2	1/45	1/45	1
H-3	1/45	1/45	1
H-4	1/45	1/45	1
H-5	1/45	1/45	1

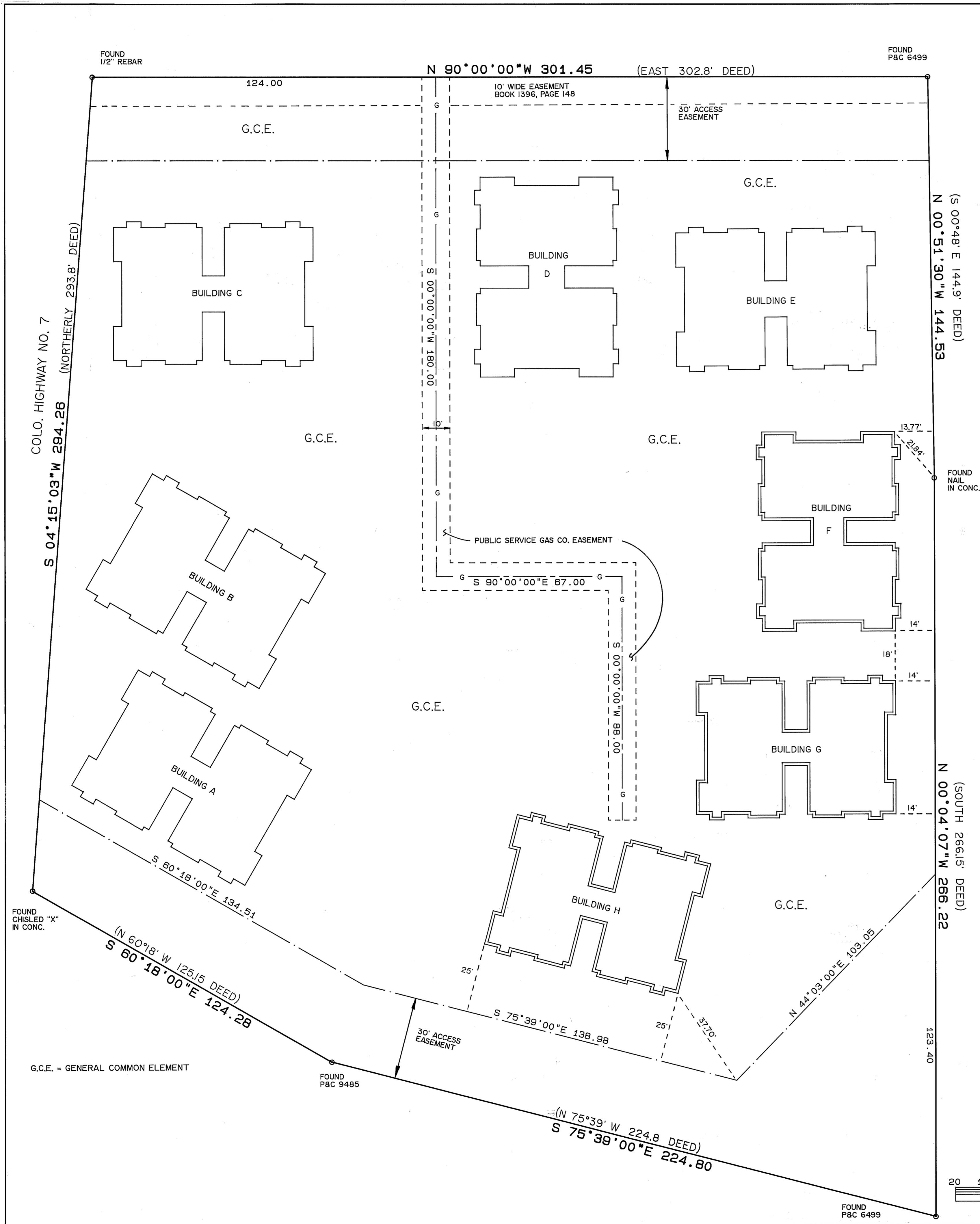


DRAWING NUMBER  
10 of 2

DRAWING NUMBER  
1441

DRAWING NUMBER  
1441

DRAWING NUMBER  
1441



SUPPLEMENTAL MAP NO. 5 OF  
**EAGLES LANDING CONDOMINIUMS**

**BUILDINGS F, G & H**  
**DESCRIPTION OF REAL PROPERTY**

That part of the W 1/2 of the NE 1/4 of Section 31, T5N, R72W of the 6th P.M., Larimer County, Colorado being more particularly described as follows:

Beginning at the Southeast corner of the W 1/2 of the NE 1/4 of said Section 31; thence West along the South line of said W 1/2 of the NE 1/4 420.0'; thence Northerly parallel with the East line of said W 1/2 of the NE 1/4 1649.0'; thence S 70°11' W 189.0'; thence North 203.85' to the TRUE POINT OF BEGINNING; thence N 75°39' W 224.8'; thence N 60°18' W 125.15' more or less to the Easterly boundary line of the South St. Vrain Highway (Colorado Highway No. 7); thence Northerly along said Easterly boundary line 293.8'; thence East 302.8'; thence S 00°48' E 144.9'; thence South 266.15' more or less to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado, being a portion of Lot 3, South Saint Vrain Addition to the Town of Estes Park, Colorado.

**OWNER'S CERTIFICATION**

Estes Homes, a Colorado General Partnership, Branding Iron Enterprises, Inc., a Colorado Corporation, Edward R. Eisenhauer, and Park National Bank

being the owners of the real property described hereon, certify that this map has been prepared pursuant to the Condominium Declaration for Eagles Landing Condominiums recorded May 13, 1993 in Book 2219 at Page 959, Ratification and First Amendment recorded November 18, 1993 in Book 2246 at Page 1189 in the records of Larimer County, Colorado.

By: Hilda C. Helmich, President  
Hilda C. Helmich Edward R. Eisenhauer Karla M. Porter  
Branding Iron Enterprises, Inc. Edward R. Eisenhauer Park National Bank  
a Colorado Corporation  
As: Karla M. Porter  
ITS EXEC. VICE PRES.

By: Michael J. Aldrich, President  
of M. J. Aldrich Builders, Inc., a Colorado Corporation  
being a General Partner in  
Estes Homes, a Colorado General Partnership  
By: Timothy A. McPhee  
being a General Partner in  
Estes Homes, a Colorado General Partnership  
By: Michael J. Aldrich T. A. McPhee

STATE OF COLORADO )  
) ss  
COUNTY OF LARIMER )  
The foregoing instrument was acknowledged before me this 4TH day of NOVEMBER, 1993,  
by Karla M. Porter, As Executive Vice Pres., Park National Bank  
Witness my hand and official seal.

My commission expires: 10-18-95  
Zunita A. Lund  
Notary Public

STATE OF COLORADO )  
) ss  
COUNTY OF LARIMER )  
The foregoing instrument was acknowledged before me this 4TH day of NOVEMBER, 1993,  
by Michael J. Aldrich, President of M. J. Aldrich Builders, Inc., a Colorado Corporation being a General Partner in Estes Homes, a Colorado General Partnership  
and by Timothy A. McPhee being a General Partner in Estes Homes, a Colorado General Partnership  
Witness my hand and official seal.

My commission expires: MAY 23, 1996  
Katherine M. Kochevar  
Notary Public

STATE OF COLORADO )  
) ss  
COUNTY OF LARIMER )  
The foregoing instrument was acknowledged before me this 4TH day of NOVEMBER, 1993,  
by Hilda C. Helmich, President of Branding Iron Enterprises, Inc., a Colorado Corporation and by Edward R. Eisenhauer  
Witness my hand and official seal.

My commission expires: MAY 23, 1996  
Katherine M. Kochevar  
Notary Public

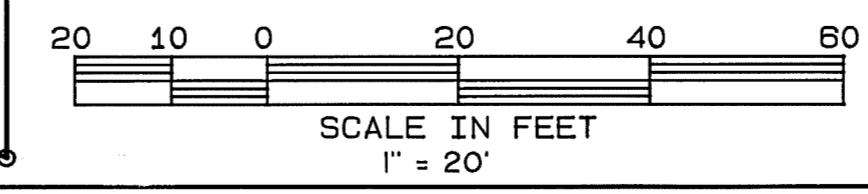
**SURVEYOR'S CERTIFICATION**

The undersigned hereby certifies that this Condominium Map substantially depicts and accurately represents the following: access from a public street to all units; the boundaries of the above described real property; the dimensions of the air space units, both horizontally and vertically; the locations and elevations of all buildings; designation of all general common elements; and designation of all limited common elements. The undersigned further certifies that this Condominium Map was prepared under his direct supervision, subsequent to substantial completion of the improvements thereon.

Paul M. Kochevar  
Paul M. Kochevar, P.E. & P.L.S. 15760  
Colorado Registered Land Surveyor  
11/4/93  
Date

**GENERAL NOTES**

- All elevations shown hereon are relative to sea level in accordance with USBR bench mark E 17 being 7503.64 feet above sea level (stamped elevation 7502.008)
- Boundary dimensions and property description shown hereon are based on the map of Eagles Landing Condominiums Amended Supplement III.
- G.C.E. = General Common Element  
L.C.E. = Limited Common Element
- Window and door openings are not shown.
- Bearing Basis - As per the map of Eagles Landing Condominiums Amended Supplement III, which shows the North line of said property as bearing East.
- The recording data for recorded easements and licenses appurtenant to, or included in, the condominium property or to which any portion of the condominium property is property are as follows: Book 1189 at Page 391, November 21, 1992 (utilities & access); Book 1396 at Page 148, October 27, 1988 (gas line easement); Reception No. 95014752, April 1, 1985 (electric line easement)



ESTES PARK SURVEYORS & ENGINEERS, INC. P.O. BOX 3047 FIRST NAT'L BANK BLDG ESTES PARK, COLORADO SUITE 205 80517 (303) 586-5175	
PROJECT: EAGLES LANDING	
DRAWN BY: MB	CHECKED BY: PMK
DATE: 11-3-93	ESTES HOMES BOX 719
REV: 11-4-93	ESTES PARK, CO 80517 586-5796
SHEET: 1 OF 2	PROJECT NO: 2409

1441

