

COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
SUMMIT VISTA

291602

BOOK 395

PAGE 308

JOHNETTE PHILLIPS
EAGLE CTY. RECORDER

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COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

SUMMIT VISTA

These Covenants, Conditions, and Restrictions, hereinafter referred to as the "CCRs," are declared by Summit Vista, Ltd., hereinafter referred to as "Declarant," on August 22, 1984.

W I T N E S S E T H:

WHEREAS, Declarant is the fee owner of certain real property situate in the County of Eagle, State of Colorado, and more particularly described as follows:

Lots 1-47
Summit Vista

commonly referred to as Summit Vista Subdivision according to the recorded Plat thereof filed for record in the office of the Clerk and Recorder of Eagle County, Colorado, in Book 395 at Page 305 as Reception No. 291599, hereinafter referred to as the "Property;" and

WHEREAS, Declarant, its successors and assigns, will construct a residential development on the Property, together with other improvements thereon; and

WHEREAS, Declarant desires to convey the Property subject to a uniform scheme of protective covenants, conditions, and restrictions as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following protective covenants, conditions, and restrictions, all of which are declared and agreed to be for the protection of the value and desirability of the Property and for the benefit of any Person having any right, title, or interest in the Property, which shall run with the land, and shall be a burden and inure to the benefit of Declarant, its successors, and assigns.

I. DEFINITIONS

As used in these CCRs, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

1.1. "Articles" shall mean the Articles of Incorporation of the Association, as hereinafter defined.

1.2. "Association" shall mean Summit Vista Homeowners Association, a Colorado nonprofit corporation, its successors and assigns, the Articles and Bylaws of which, along with this instrument, shall govern the administration of the Project, the members of which shall be all of the Owners.

1.3. "Board of Directors or Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association.

1.4. "Building Envelope" shall mean the area designated on the Plat within which a residential structure may be constructed on a Lot.

1.5. "CCRs" shall mean this document of Covenants, Conditions, and Restrictions of Summit Vista, as may be amended from time to time.

1.6. "Common Area" shall mean the Property described on the Plat, together with all facilities and improvements placed thereon.

1.7. "Common Area Expenses" shall mean and include:

a. All sums lawfully assessed against the Owners by the Board of Directors, as hereinafter defined;

b. Expenses of administration, maintenance, repair, or replacement of Common Area improvements, as hereinafter defined;

c. Expenses declared Common Area expenses by provisions of this Declaration and the Bylaws of the Association; and

d. Expenses agreed upon as Common Area expenses by a vote of the Owners representing an aggregate ownership interest of at least 51%.

1.8. "Common Assessment" shall mean assessments levied on the basis of the Common Cost Center.

1.9. "Common Cost Center" shall mean the expenses incurred by the Association for the common good of all Owners.

1.10. "Declarant" shall mean Summit Vista, Ltd., its successors and assigns as may be designated hereafter in a written notice duly recorded by Declarant.

1.11. "Duplex Lot" shall mean Lots 2 through 6 in the Project as shown on the recorded Plat or such additional lots as described in a recorded instrument which is clearly identified as a Duplex Lot.

1.12. "Greenbelt Area" shall mean any portion of any Lot, Multiple Unit Lot, Common Area, or other parcel of property designated on a recorded Plat or on a recorded instrument as Greenbelt or Greenbelt Area.

1.13. "Lot" shall mean and refer to any Lot shown upon the recorded Plat of the Project, with exception of the Common Area.

1.14. "Owner" shall mean and refer to the fee Owner of record of any Lot or residence.

1.15. "Multiple Unit Lot" shall mean Lot 1 in the Project as shown on the recorded Plat.

1.16. "Party Wall" shall mean the entire wall or fence, including the foundations thereof, which is built as part of the original improvements on a Lot and is intended to be placed on the boundary line between adjoining Lots.

1.17. "Person" shall mean an individual, corporation, partnership, association, or other legal entity or any combination thereof.

1.18. "Plat" shall mean the subdivision map filed for record in the office of the Clerk and Recorder of Eagle County, Colorado, depicting thereon the legal description of the Property and a survey thereof, the name and general location of the Project, the location and description of the Lots and Common Area, and the location and description of easements and rights-of-way.

1.19. "Project" shall mean all of the Property which is subject to these CCRs.

1.20. "Rules" shall mean the rules and regulations adopted by the Association, as amended from time to time.

II. RESTRICTIONS APPLICABLE TO PARTICULAR PROPERTY CLASSIFICATIONS

2.1. Common Area Restrictions. The Common Area shall at all times be kept exclusively as a natural open area except as herein stated and except as may be specifically provided on the Plat. Portions of the Common Area, not extensive in proportion to the total Common Area, may be developed for recreational facilities and improvements for the benefit of the Owners, their guests and invitees. Portions of the Common Area may be developed as may be reasonably necessary for installation of underground utilities. Provided, however, that all Common Areas shall at all times be held by Declarant or by Association, by an appropriate governmental authority, including a park or recreation

district, which is existing and willing to accept and maintain the Common Area. Prior to the conveyance of the Common Area to a governmental entity, the Common Area shall be maintained by the Association whether it is held by Declarant or the Association. Prior to the conveyance to a governmental authority by Declarant or the Association, as the Owner of the Common Area may be, may prescribe reasonable rules and regulations governing the use of the Common Area.

2.2. Greenbelt Area Restrictions. Any portion of the Project designated as a Greenbelt Area shall be preserved and maintained at all times as near as may be in its natural state with no above ground improvements except pedestrian walkways and appurtenances thereto.

2.3. Lot Restrictions. Each Lot shall be used exclusively for single family residential purposes and for such other purposes as are customarily incident thereto. All structures constructed on a Lot shall be constructed wholly within the Building Envelope designated on the Plat.

2.4. Duplex Lot Restrictions. Each Duplex Lot shall be used exclusively for residential living purposes and for such other purposes as are customarily incidental thereto. Each Duplex Unit shall consist of a Party Wall which shall be placed upon the boundary line of the Lot upon which the Duplex Unit is constructed with the adjoining Lot. Once the Duplex Unit has been completed, a resubdivision of a Duplex Lot along the Party Wall shall be permitted.

III. RESTRICTIONS APPLICABLE TO ALL PROPERTY CLASSIFICATIONS

3.1. Resubdivision of Property. No Common Area, Greenbelt Area, or Lot, identified under any land use classification may be resubdivided, except a Duplex Lot or a Multiple Unit Lot.

3.2. No Business or Commercial Activity. No portion of the Project shall be used at any time for business or commercial activity; provided, however, that Declarant may use any portion of the Project for model homes or real estate sales offices.

3.3. Occupancy Limitations. No residential structure shall be used for living purposes by more Persons than it was reasonably designed to accommodate.

3.4. Maintenance of Project. All portions of the Project, including Common Areas, and all improvements on any portion of the Project shall be kept and maintained by the Owner thereof in a clean, safe, attractive, and slightly condition and in good repair. Common Areas shall be so maintained by the Association notwithstanding the fact that

the Common Area may not have been conveyed to the Association by Declarant.

3.5. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any portion of the Project nor shall anything be done or placed on any portion of the Project which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

3.6. No Hazardous Activities. No activities shall be conducted on any portion of the Project and no improvements constructed on any portion of the Project which are or may be unsafe or hazardous to any Person or property.

3.7. Unsightly Uses. The Project, or any portion thereof, shall not be subject to any unsightly use.

3.8. No Annoying Lights, Sounds, or Odors. No light shall be omitted from any portion of the Project which is unreasonably bright or causes unreasonable glare, no sound shall be emitted on any portion of the Project which is unreasonably loud or annoying, and no odor shall be emitted on any portion of the Project which is noxious or offensive to others.

3.9. No Temporary Structures. No tent or shack or other temporary building, improvement, or structure shall be placed upon any portion of the Project.

3.10. Restriction on Animals. No animals, birds, insects, or livestock shall be kept on any portion of the Project except domesticated dogs, cats, or other household pets which do not unreasonably bother or constitute a nuisance to others. All dogs and cats shall not be allowed to run at large. It shall be each pet Owner's obligation to confine his dog or cat for excretion to the pet Owner's Lot or such other areas as may designated by the Association. Each pet Owner shall be responsible to clean up after their pet. Pets constituting a nuisance may be ordered by the Board to be kept within the Owner's residence or expelled from the Project.

3.11. Restriction on Signs. No signs, billboard, or advertising devices of any nature except "For Sale" signs in compliance with the Rules of the Association shall be erected or maintained on any portion of the Project. Provided, however, Declarant shall be, while any portion of the Project remains unsold, exempt from these requirements.

3.12. Mineral Exploration. No portion of the Project shall be used to explore for or to remove any water, soil, gravel, hydrocarbons, or other materials or minerals of any sort.

3.13. Construction Period Exception. During the course of actual construction of any permitted structures or improvements, the provisions, covenants, conditions, and restrictions contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction, nothing is done which will result in a violation of any of said provisions, covenants, conditions, and restrictions upon completion of construction.

3.14. Emergency Easement. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Project, to enter upon all portions of the Project in performance of their duties.

3.15. Compliance With Provisions Of CCRs. Each Owner shall comply strictly with, and shall cause each of his guests to comply strictly with, all of the provisions of these CCRs and the Articles and Bylaws, and the decisions, rules, regulations, and resolutions of the Association or the Board adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, along with costs of suit and reasonable attorneys' fees, maintainable by the Board in the name of the Association on behalf of the Owners, or in a proper case, by an aggrieved Owner.

IV. ARCHITECTURAL CONTROL COMMITTEE

4.1. Restrictions. No building, storage structure, awning, landscaping, or fence shall be erected, placed, or altered (including the color thereof) on any Lot until the plans and specifications showing the nature, kind, shape, height, materials, and location of such have been submitted to and approved in writing as to quality of workmanship and materials, and conformity and harmony of exterior design with existing structures and as to location with respect to existing buildings, topography, and finished ground elevation by the Committee, nor shall interior changes in a dwelling unit of a structural nature or any modification of a Party Wall be permitted prior to the approval of the Committee.

4.2. Building Permit. No application for a building permit to the applicable governmental entity shall be made prior to receipt of approval of plans by the Committee.

4.3. Approval. If the Committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted in writing and

received by the Association for consideration by the Committee, such approval will be deemed to have been given. Upon approval, the Committee shall cause to be recorded in the office of the Clerk and Recorder of Eagle County, Colorado, a notice of approval for the design and location on a specific Lot. The approval shall be for a term of 1 year. If the improvements on the Lot have not been completed prior to that time, then approval shall expire, unless an extension of time to complete the improvements is granted by the Committee.

In the event that the Committee shall disapprove any such design or location, then the aggrieved party may appeal the decision of the Committee at the next annual meeting of the Association, or at a special meeting duly called. At such meeting, a vote of at least 66% of the Owners entitled to vote at the meeting shall be required to amend the decision of the Committee.

4.4. Organization. Committee members shall be appointed by the Board and must be Owners. One Committee member shall serve for 1 year, one Committee member shall serve for 2 years, and one Committee member shall serve for 3 years; and the Board shall appoint Committee members to replace those whose terms expire. Members of such Committee shall not be entitled to any compensation for services performed.

4.5. Variances by Committee. The Committee may authorize variances from compliance with any of the provisions of these CCRs as unusual circumstances may require; however, all such variances shall be in writing.

4.6. Design Guidelines. The Committee shall adopt reasonable design guidelines for the Project which shall be followed for construction of improvements on all portions of the Project.

4.7. Limitation of Liability. The Committee shall not be liable for damages to any Owner or other Person or entity submitting plans for approval, or to any other Owner, by reason of any action, approval, or disapproval of any plans submitted to the Committee for approval; provided, however, that any such action taken by the Committee is in good faith.

4.8. Record of Proceedings. The Committee shall keep and maintain accurate records of its proceedings. The records shall include a copy of all plans which have received approval by the Committee and all actions of approval or disapproval.

4.9. Reserved Appointment Rights of Declarant. The exclusive right to appoint members of the Committee shall be

vested in Declarant until whichever of the following shall first occur:

- a. 120 days after transfer of title of 75% of the Lots; or
- b. 3 years from the date of recording of these CCRs; or
- c. Declarant records a notice in writing waiving these reserved rights, whichever shall first occur.

4.10. Driveways. All private driveways constructed upon a Lot to provide ingress and egress from the Lot to Summit Drive or Parkside Lane shall be constructed in a manner not to obstruct drainage in the road swale. All driveways shall be subject to the following criteria:

- a. A minimum of 20 feet in width to provide off street parking;
- b. Connect to streets with a 5-foot radius or angle;
- c. Nine feet from and parallel to the street pavement edge, shall dip or swale a minimum of .60 feet below the road crown (see engineering drawing submitted with the Plat);
- d. Detail of driveway entrance at locations where swale is required is attached hereto.

V. THE ASSOCIATION

5.1. Membership. Every Owner shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of a Lot; provided, however, that the rights of membership may be assigned to a mortgage as further security for a loan secured by a lien on a Lot.

5.2. Voting Rights. Each Owner shall have one vote for each Lot owned, but in no event shall the ownership of more than one Lot allow more than one vote per Lot. Where a Lot

is owned by more than one Owner, such Owners shall, by written instrument, designate one of such Owners to be sole voting member. In the absence of such designation, the Board may designate one of the Owners as the sole voting member.

5.3. Reserved Voting Rights of Declarant. The exclusive right to vote for the election of members of the Board shall be vested in Declarant until whichever of the following shall first occur:

a. 120 days after transfer of title of 75% of the Lots; or

b. 3 years from the date of recording of these CCRs; or

c. Declarant records a notice in writing waiving these reserved rights, whichever shall first occur.

5.4. Board of Directors. The affairs of the Association shall be managed by the Board which may by resolution delegate any portion of its authority to an Executive Committee, or to a Director or Managing Agent for the Association. There shall be not less than three nor more than five members of the Board, the specific number to be set forth from time to time in the Bylaws, and all members of the Board shall be Owners. Regardless of the number of members of the Board, the terms of at least one-third of the Board shall expire annually.

5.5. Articles and Bylaws. The purposes and powers of the Association and rights and obligations with respect to the Owners may and shall be amplified by provisions of the Articles and Bylaws of the Association.

VI. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1. Common Area Maintenance. The Association shall provide for the care, operation, management, maintenance, and repair of the Common Area. Without limiting the generality of the foregoing, the obligation of the Association shall include maintenance of the landscaping and improvements.

6.2. Assessment Collection. The Association shall collect monthly or periodic assessments, equitably prorated, from the Owners and delinquent assessments by suit or otherwise.

6.3. Application of Funds From the Funds Collected. The Association shall provide for maintenance, construction, management, insurance, care of Association property, and such other expenses as are enumerated in the CCRs.

6.4. Association Property. The Association may lease, acquire, and sell real or personal property in pursuance of its obligations.

6.5. Enforcement. The Association may enjoin or seek damages from or assess fines against the Owners for violation of these CCRs, the Articles, Bylaws, or the Rules. The Association may suspend any Owner's voting rights during any period or periods during which such Owner fails to comply with the Rules or with any other obligation of such Owner under these CCRs.

6.6. Performance of Services. The Association may employ workman and others and contract for services to be performed. In furtherance of these duties, the Association may purchase supplies and equipment and enter other contracts for furnishing of same.

6.7. Protection of Property. The Association shall protect and defend Association property from loss and damage by suit or otherwise.

6.8. Professional Services. The Association may employ attorneys and certified public accountants in connection with legal and accounting matters of the Association. An audit shall be available to the Owners and first mortgagees for inspection at the principal office of the Association as hereinafter provided.

6.9. Rules. The Association shall adopt Rules for regulation and operation of the Common Area. Such Rules and Regulations shall be for the purposes of promoting safety, and regulating the use of common facilities in an equitable manner.

6.10. Fees for Use of Common Area. The Association may, as a portion of the rules, make provision for the charge of reasonable admission or other fees for use of any recreational facilities situated upon the Common Area.

6.11. Implied Rights. The Association may exercise any other right or privilege given to it expressly by these CCRs or by law, in every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein, or reasonably necessary to effectuate any right or privilege so provided.

6.12. Maintenance of Siphon. Declarant has installed an inverted siphon to allow the flow of water in the Reed Harris Ditch to proceed under Parkside Lane in the vicinity of Lots 25 and 29. The Association shall maintain the siphon and perform necessary maintenance on the siphon as is required to allow the uninterrupted flow of water in the ditch.

VII. ASSESSMENTS

7.1. Agreement To Pay Assessments. The Association shall, by the Board, make annual assessments for the purposes provided in these CCRs and special assessments for capital improvements on such other matters as provided for in these CCRs. By acceptance of a Deed, each Owner agrees to pay the assessment levied by the Association, together with interest, costs of collection, and attorneys' fees in the event of delinquent payment. The assessment, together with any charges attributable due to delinquent payment, shall be the personal obligation of the Owner and shall not pass to an Owner's successor in title unless expressly assumed. Payment of assessments shall commence upon the date of closing of the original purchase of a Lot and shall be prorated if the date of closing is on a date other than the due date of an assessment.

7.2. Basis of Assessments. The total annual assessment against all Lots shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses arising out of or connected with performance of the Association's duties and obligations under these CCRs, including without limitation the following:

- a. Taxes and special assessments for the Common Area;
- b. Expenses incident to Common Cost Centers;
- c. Expenses incident to any Special Cost Centers;
- d. Common utility expenses;
- e. Repairs and maintenance;
- f. Security services;
- g. Wages for Association employees;
- h. Legal and accounting fees;
- i. Expenses of performance of the functions of the Committee;
- j. Any deficit remaining from a previous period;
- k. The creation of a reasonable contingency reserve and/or sinking fund; and
- l. Any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners as authorized by these CCRs.

After having reviewed the foregoing, the total annual assessment shall be determined by the Board as the amount of revenue required to balance the Association budget. Approval of the common assessment shall not require approval by the Owners.

7.3. Common Assessment. Each Owner shall be obligated to pay and shall pay to the Association in each fiscal period of the Association amounts based on a fraction of the approved budget for the Common Cost Center.

The amount of the Common Assessment for any calendar year shall be computed by determining the fractional share attributable to that Lot for such calendar year and multiplying such fractional share times the total amount to be raised by common assessments for that fiscal period. The numerator of the fraction shall be the number of votes to which the Owner is entitled on the record date and the denominator of the fraction shall be the total number of votes to which all Owners in the Project are entitled on the record date. Subject to the foregoing provisions, the Board of the Association shall have the power and authority to determine all matters in connection with common assessments, including power and authority to determine where, when, and how common assessments should be paid and each Owner shall be required to comply with any such determinations.

7.4. Special Assessment. Each Owner shall be obligated to pay and shall pay to the Association in each fiscal period of the Association based upon the same fraction of the approved budget as for the Common Cost Center.

The amount of the special assessment shall be determined by the Board for the purpose of defraying the cost of any construction or reconstruction, unexpected structural repairs or replacement or capital improvements, including the necessary fixtures and personal property related thereto. If any special assessment exceeds \$5,000.00, the Owners must approve such assessment at a meeting duly called for such purpose, or at the annual meeting, and two-thirds assent of all the Owners voting in person or by proxy at the meeting shall be required for approval.

7.5. Initial Capital Contribution. The Association shall levy and collect from each Owner at the closing when the Owner acquires a Lot, a sum equal to six times the original estimated monthly assessment apportioned to the Owner's Lot. Such sum shall be used by the Association for working capital, for application against the delinquent account of the Owner, or for emergency needs. The initial capital contribution shall be transferred on the books and records of the Association upon the sale or transfer of the Owner's Lot, less any amount then due by the Owner to the Association, and the Owner and the purchaser shall transfer

the amount by a settlement sheet adjustment at their closing. Deficiency amounts in any Owner's account shall be promptly restored. The initial capital contribution shall not relieve an Owner from paying assessments when due.

7.6. Lien for Nonpayment of Assessments. All sums assessed to any Lot pursuant to these CCRs, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except only for:

a. Valid tax and special assessment liens on the Lot in favor of any governmental assessing authority; and

b. A lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in the Eagle County, Colorado real estate records including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Lot after these CCRs shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such lien.

To evidence a lien for sums assessed pursuant to these CCRs, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such a notice shall be signed by an officer of the Association and may be recorded in the office of the County Clerk and Recorder of Eagle County, Colorado. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Colorado. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien, and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure and any such unpaid assessments shall be secured by the lien. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in Eagle County, Colorado, real estate records upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

7.7. Personal Obligation of Owner. The amount of any annual or special assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiving the lien securing the obligation. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of the Common Area or by abandonment of his Lot.

7.8. Statement of Account. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current yearly assessment and the date that such assessment becomes or became due; credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within 20 days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the 20-day period provided herein, and thereafter an additional written request is made by such purchaser and is not complied with within 10 days, and the purchaser subsequently acquires the Lot.

7.9. Personal Liability of Purchaser for Assessments. Subject to the provisions of 7.9, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the Lot up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

All requests for statements of account shall be made to the Association at the following address or at such other address that the Association may subsequently designate:

Summit Vista Homeowners Association
Post Office Box 678 28582
El Jebel, Colorado 81628
Attention Statement of Account

VIII. INSURANCE

8.1. Types of Insurance. The Association shall be required and empowered to obtain and maintain the following insurance:

a. Insurance coverages upon the Common Area, and all property owned or leased by the Association.

b. Insurance coverages against loss or damage by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, wind storm, water damage, fire, and all other casualty as are covered under standard coverage provisions for the full insurable replacement cost of the Common Area.

c. Comprehensive public liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, Board of Directors, Managers, and agents in connection with the properties.

d. Fidelity bonds to protect against dishonest acts on the part of Association officers, Directors, trustees, and employees, and all others who handle or are responsible for handling Association funds. Such bonds shall:

(1) Name the Association as an obligee;

(2) Be written in an amount equal to at least 150% of the estimated annual operating expenses of the properties, including reserves;

(3) Contain waivers of any defense based upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; and

(4) Provide that no modification in any substantial manner, or cancellation, shall be had without 30 days' prior written notice to the holders of the first Deeds of Trust on the properties.

e. Such other insurance as the Board may deem desirable for the benefit of the Owners.

f. Such other insurance as may be required to insure Lots under these CCRs.

8.2. Waiver of Subrogation. The Association and each Owner hereby waive and release any and all claims which they

may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant, and any Manager and its respective employees or agents, for damage to the properties or to any personal property located on the properties, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance. All policies secured by the Association under this Article shall contain waivers of the insurer's rights to subrogation as to any claim against the Association, its Board of Directors, agents, employees, and all other Owners, and providing further that the insurer shall not be entitled to contribution. Mortgagee endorsements shall be made when the Owner's interest is subject to an encumbrance.

8.3. Owner's Responsibility. Insurance coverage on any improvements constructed on a Lot, any fences constructed by an Owner pursuant hereto, and on the furnishings in the improvements on the Lot, and insurance coverage against loss from theft on all personal property, and casualty and public liability insurance coverage within each individual Lot and for activities of the Owner, not acting by the Association, with respect to the Common Area shall be the responsibility of the respective Owners.

IX. CONDEMNATION

9.1. Condemnation of Common Area. In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Owners based upon the fractional share of each Lot for assessment purposes.

9.2. Lienholder. When a condemnation occurs on a Lot which is subject to encumbrance, the proceeds due the Owner by reason of such condemnation shall be paid to the holder of the encumbrance. The holder of the first Mortgage shall be entitled to priority over all other parties with respect to any distribution of condemnation proceeds. Any excess amount not required to fully satisfy the Mortgage, shall be paid to the Owner.

X. COMPULSORY ARBITRATION

All controversies, claims, and matters of difference, including all questions as to whether the right to arbitrate any question exists, excepting those matters for which these CCRs specifically provide another method of settlement or enforcement, arising between or among the Owners, the Association, the Board, the Manager, and any agent or committee

of the Association or Board, shall be settled by arbitration in Basalt, Colorado, according to the rules and practices of the American Arbitration Association from time to time in force, except that if such rules and practices shall conflict with the Colorado Rules of Civil Procedure or any other provisions of Colorado law then in force, such Colorado rules and provisions shall govern. This submission and agreement to arbitrate shall be specifically enforceable. Arbitration may proceed in the absence of either party if notice of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Colorado Rules of Civil Procedure, and the costs of arbitration, including reasonable attorneys' fees, shall be borne by the losing party thereto unless the arbitrators specify otherwise. All awards of the arbitrators may be filed with the Clerk of the District Court of Eagle County, State of Colorado, as a basis of declaratory or other judgment and for the issuance of execution, and at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered or its property. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default.

XI. REVOCATION OR AMENDMENT

These CCRs shall not be revoked nor shall any provisions herein be amended unless the Owners represent an aggregate voting interest of 75% in the Association.

XII. MORTGAGEE'S RIGHTS

Notwithstanding anything contained in these CCRs to the contrary, the prior written approval of all holders of first Deeds of Trust on a Lot will be required for any of the following:

a. An amendment to these CCRs which changes the ratios of assessments against Owners or amends any provision which specifically grants rights to Mortgagees hereunder;

b. The alienation, release, transfer, hypothecation, or other encumbrance of the Common Area after such Common Area has been conveyed to the Association subject to Declarant's rights herein; except that the consent of Mortgagees shall not be required for action by the Association to:

(i) Grant easements for utilities and similar or related purposes, or

(ii) To lease or grant licenses;

c. Removal of any or all of the Property from the provisions of these CCRs;

d. The use of hazard insurance proceeds for any other purpose other than for the repair, replacement, or reconstruction of any damaged improvements;

e. The waiver or abandonment of the scheme of Architectural Control or the enforcement thereof.

XIII. GENERAL PROVISIONS

13.1. Compliance with Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of these CCRs, the Articles of Incorporation, and the Bylaws of the Association, and the decisions and resolutions of the Association and of the Design Committee adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or in a proper case, by an aggrieved Owner. Declarant shall have the right to obtain injunctive relief to remedy such violation.

13.2. Registration of Mailing Address. Each Owner shall register his mailing address with the Association, and all notices or demands intended to be served upon any Owner shall be in writing and shall be served personally or sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Bylaws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless and until an Owner registers his mailing address with the Association pursuant hereto, all notices and demands intended to be served upon such Owner may be given by posting the same upon his Lot. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this section shall be deemed given

when deposited in the United States mail, postage prepaid, addressed as specified in this section.

13.3. Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in these CCRs shall continue, notwithstanding that he may have leased or rented said interest as provided herein, but the Owner of a Lot shall have no obligation for expenses or other obligations accruing after he conveys such Lot.

13.4. Number and Gender. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

13.5. Severability. If any of the provisions of these CCRs or any paragraph, sentence, clause, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby. If for any reason these CCRs shall be construed not to accomplish creation of Lot ownership, it shall be construed to prescribe the framework for creation of estates in land and above the surface thereof, and rights appurtenant thereto, to most nearly accomplish the purpose of these CCRs.

13.6. Supplemental Declaration. Declarant may declare supplemental declarations setting forth additional protective covenants, conditions, and restrictions upon Lots 1 through 6 by written instruments which are filed for record in the office of the Clerk and Recorder of Eagle County, Colorado. By such supplemental declaration, Declarant may revoke or amend the provisions of these CCRs as they relate to Lots 1 through 6 without approval of an aggregate voting interest of 75% in the Association, but on Declarant's own initiative. Declarant's right to declare such supplemental declarations shall expire 5 years from the date of recording of these CCRs or when Declarant records a notice in writing waiving this reserved right, whichever shall first occur.

IN WITNESS WHEREOF, Declarant has caused these CCRs to be executed on the day and year first above written.

SUMMIT VISTA, LTD., a Colorado
limited partnership

By John Christman

307263

135 (12)

BOOK 410
PAGE 984
JOHN KETTEL PHILLIPS
EAGLE CTY. RECORDER

FIRST AMENDMENT

TO

APR 10 11 37 AM '85

COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

SUMMIT VISTA

This first Amendment is declared by John A. Christensen, hereinafter referred to as "Declarant", on March 11, 1985.

W I T N E S S E T H:

WHEREAS, Declarant is the fee owner of certain real property situated in the County of Eagle, State of Colorado and more particularly described as follows:

Lots 1 thru 47
Summit Vista

commonly referred to as Summit Vista Subdivision according to the recorded Plat thereof filed for record in the Offices of the Clerk and Recorder of Eagle County, Colorado, in Book 395 at Page 305 as Reception No. 291599, hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to amend the Covenants, Conditions, and Restrictions of Summit Vista filed for record in the Office of the Clerk and Recorder of Eagle County, Colorado, in Book 395 at Page 308 as Reception No. 291602.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following first amendment, which is declared and agreed to be for the protection of the value and desirability of the Property and for the benefit of any Person having any right, title, or interest in the Property, which shall run with the land, and shall be a burden and inure to the benefit of Declarant, his successors, and assigns.

1. Section V, Paragraph 5.3.b. is hereby deleted and in its place is inserted the following:

"5.3. b. 5 years from the date of recording of these CCRs; or"

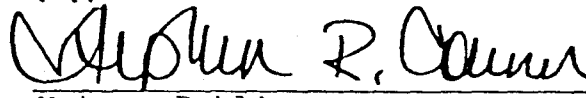
ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

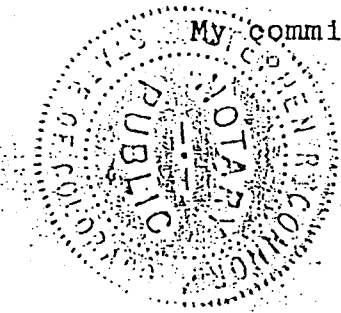
The foregoing Covenants, Conditions, and Restrictions for Summit Vista were acknowledged before me by Summit Vista, Ltd., on August 22, 1984.

Witness my hand and official seal.

My commission expires: 12/4/84



Notary Public



After Recording Return to:

Stephen R. Connor
Attorney at Law
Post Office Box H
Basalt, Colorado 81621

11/35

2. Section VII, Paragraph 7.5, is hereby amended by the deletion of the first sentence in said paragraph 7.5 and by the insertion of the following first sentence:

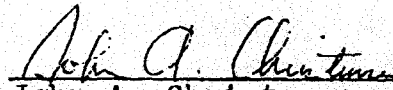
"The Association shall levy and collect from each Owner at the closing when the Owner acquires a Lot, the amount of \$100.00 as the Owner's capital contribution."

3. Section XI is hereby deleted and in its place is inserted the following:

"XI. REVOCATION OR AMENDMENT

These CCRs shall not be revoked nor shall any provisions herein be amended, unless the Owners representing an aggregate voting interest of 75% in the Association approve such revocation or amendment."

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed on the day and year first above written.



John A. Christensen

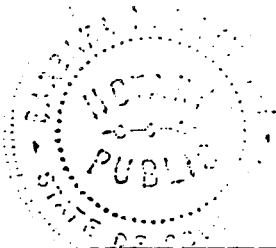
ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing First Amendment to the Covenants, Conditions, and Restrictions of Summit Vista was acknowledged before me by John A. Christensen, on March 11, 1985.

Witness my hand and official seal.

My commission expires: January 17, 1989



Barbara R. Brewette
Notary Public

After Recording Return to :

Stephen R. Connor
Attorney at Law
Post Office Box H
Basalt, CO 81621

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