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Milena Kassel
Park County

**After Recording Return to:
Glacier Ridge Association, Inc.
P.O. Box 1582
Fairplay, CO 80440**

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
GLACIER RIDGE**

**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS
GLACIER RIDGE**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS GLACIER RIDGE is made effective upon recording.

RECITALS

- A. WHEREAS, Glacier Ridge, LLC caused that certain Plat for Glacier Ridge to be recorded in the real property records of Park County, Colorado on July 25, 2003, at Reception No. 586281; and
- B. WHEREAS, Glacier Ridge, LLC, as Declarant, caused that certain Declaration of Protective Covenants Glacier Ridge to be recorded in the real property records of Park County, Colorado on July 25, 2003, at Reception No. 586282 (the "Original Declaration"), subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration; and
- C. WHEREAS, Declarant caused that certain Amendment to Declaration of Protective Covenants Glacier Ridge to be recorded in the real property records of Park County, Colorado on August 26, 2003, at Reception No. 587949 (the "Declaration Amendment"); and
- D. WHEREAS, the Glacier Ridge Association, Inc. caused that certain Declaration of Protective Covenants Affecting the Real Property Known as Glacier Ridge to be recorded in the real property records of Park County, Colorado on June 7, 2010, at Reception No. 671411 (the "Refiled Declaration"); and
- E. WHEREAS, the Owners and the Association desire to amend and restate all provisions of the Original Declaration, as amended and supplemented, by virtue of this Amended and Restated Declaration of Protective Covenants Glacier Ridge (the "Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto, including without limitation, the Original Declaration, the Declaration Amendment, and the Refiled Declaration, shall be superseded and replaced in their entirety by this Declaration; and
- F. WHEREAS, Section 24 of the Original Declaration provides as follows:

These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a simple majority of the then owners of the lots (one vote per lot) has been recorded, changing said covenants in whole or part; however, covenants, except those pertaining to the water augmentation plan as otherwise noted herein, may be amended at any time by a three-fourths (3/4) majority vote of all property owners (one vote per lot).

- G. WHEREAS, to the extent the Original Declaration requires a seventy-five percent (75%) vote to amend its terms, the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-217(1)(a) automatically reduces the threshold to sixty-seven percent (67%); and
- H. WHEREAS, all Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means; and
- I. WHEREAS, the amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome; and
- J. WHEREAS, the purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions; and
- K. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and
- L. Owners to whom at least 67% of the votes in the Association are allocated have voted in favor of, or provided written consent to, this Declaration, or alternatively, a Court Order entered by the District Court for Park County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW THEREFORE, the Original Declaration is amended and restated as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.1 Defined Terms.

Each capitalized term in this Declaration shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

- (a) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.*, as it may be amended.

- (b) "Architectural Review Committee" or "Committee" shall mean the committee as elected by the Members pursuant to the Governing Documents for the purpose of administering the architectural approval and design review provisions contained in this Declaration.
- (c) "Assessment" shall include all Common Expense Assessments, and any other expense levied to a Lot pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
- (d) "Association" shall mean and refer to the Glacier Ridge Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.
- (e) "Board" or "Board of Directors" shall mean the body designated in the Governing Documents to act on behalf of the Association.
- (f) "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.
- (g) "Community" or "Glacier Ridge" shall mean the planned community created by the Original Declaration, as amended and restated by this Declaration, consisting of the Property, Roads, and any improvements constructed on the Property or Roads.
- (h) "Dwelling Unit" shall mean the residential dwelling improvement constructed on a Lot which is designed and intended for use and occupancy as a residence by a single family.
- (i) "Governing Documents" shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association, as they may be amended from time to time.
- (j) "Grade Level" shall mean the average post-construction level of the surface of the ground immediately surrounding a Dwelling Unit.
- (k) "Lot" shall mean and refer to any of the Lots shown upon any recorded subdivision map or plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon. The term "Lot" shall further include the definition of "Unit" as set forth in the Act.
- (l) "Member" shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.
- (m) "Occupant" shall mean any person (e.g., tenants, invitees, licensees and guests) that enter an Owner's property.
- (n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (o) "Plat" shall mean and refer to the map(s) and/or plat(s) of the Property and improvements that

are subject to this Declaration and which are designated in the Plat recorded in the records of the Office of the Clerk and Recorder of Park County. More than one Plat supplement thereto may be recorded, and, if so, then the term "Plat" shall collectively mean and refer to all of such maps, plats and supplements thereto.

- (p) "Property" shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon, and the Augmentation Plan.
- (q) "Roads" shall mean the roads located within the Community and owned by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon. The term Roads explicitly excludes roads shown on the Plat that have been previously or are in the future dedicated to a third-party including without limitation Platte River Drive.
- (r) "Rules and Regulations" shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community, and/or clarification of the Governing Documents, including any amendment to those instruments.

ARTICLE 2
NAMES/DESCRIPTION OF PROPERTY/EASEMENTS/WATER

Section 2.1 Name and Type.

The type of common interest community is a planned community. The name of the Community is "Glacier Ridge." The name of the Association is the "Glacier Ridge Association, Inc." The Association will operate as a Colorado Non-Profit Corporation according to the provisions of its Articles of Incorporation and Bylaws.

Section 2.2 Property.

The Community is located in Park County, State of Colorado. The Property of the Community is described in the Plat and/or is consistent with the common scheme and plan for the creation and operation of the Community, and currently consists of 62 Lots, Tracts, and the Roads.

Easements for utilities and other purposes over and across the Lots and Roads may be as shown upon a recorded Plat and on any recorded map of the Community, and as may be established pursuant to the provisions of this Declaration or granted by authority reserved in any recorded document.

Section 2.3 Road Easement.

Each Owner and any Occupant (e.g., tenants, invitees, licensees and guests) shall have a non-exclusive easement in and over the Roads, for ingress and egress by vehicle and other means, subject to the following:

- (a) The right, power, and authority of the Association to grant any easement, right-of-way, license, lease dedication or similar interest through, over or in the Roads;
- (b) The right of the Association to close or limit the use of the Roads while maintaining, repairing, and making replacements to the same;
- (c) The right of the Association, upon approval of Members holding at least 67% of the total votes entitled to be cast in the Association, to transfer or convey ownership of any Roads;
- (d) The right of the Association to change, add, or remove improvements to the Roads; and
- (e) All easements of record.

Owners may delegate their right of enjoyment to the Roads to the members of their family, their tenants, guests, or contract purchasers who reside at their Lot.

Section 2.4 Easements for the Association.

Each Lot shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors) to allow for their performance of obligations as set forth in this Declaration, provided that the easement granted and the use thereof shall not unreasonably interfere with or impair the use of any improvements constructed on a Lot and shall not include an easement inside the Dwelling Units. The easement shall be exercised only after reasonable notice to the Owner of the Lot.

In the case of emergency originating in or threatening any Lot, regardless of whether the Owner or Occupant is present at the time of such emergency, the Association or anyone authorized by it, as well as fire, police and other emergency personnel, shall have the right to enter such Lot for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

Section 2.5 Plat Easements.

Easements over and across the Lots and Roads may be as shown upon the Plat of the Community, and as may be established pursuant to the provisions of this Declaration or granted by authority reserved in any recorded document.

Section 2.6 Utility and Drainage Easement.

The Association is granted an easement for the installation and maintenance of utilities, Roads, drainage and water augmentation facilities and such other purposes incident to the development of the Community, on, over and under a strip of land ten (10) feet wide on each side boundary and rear boundary lines of each Lot, and fifteen (15) feet wide along the front boundary lines of each Lot, as well as twenty (20) feet along the boundaries of the Community (collectively, the "Easement Area"). No improvements shall be placed or permitted to remain on the Easement Area nor shall any change in grading be permitted to exist which may change the direction of flow or obstruct or retard the flow of water through the

Easement Area. The Association reserves to itself the right to enter in and upon the Easement Area and at any time to construct, repair, replace or change drainage structures or to perform such grading, drainage or corrective work as the Association may deem necessary or desirable in its sole discretion from time to time. However, the rights contained in the preceding sentence do not carry with them any obligation on the part of the Association to perform or pay for any such construction, repair, replacement, change or work.

Section 2.7 Signage Easement.

The Association is granted an easement on, under and over at a minimum of the fifty-foot sight triangles at the southwest corner of Lot 2 and the norther corner of Lot 54 for the erection, maintenance, replacement, and improvement of entrance signage for the Community by the Association (the "Signage").

Section 2.8 Water Augmentation Plan.

Glacier Ridge is subject to the decree for augmentation entered on February 7, 2013 in In re: The Application for Water Rights of Glacier Ridge Association, Inc., Case No. 2009CW89, District Court, Water Division 1, Colorado (the "Augmentation Plan"). The Augmentation Plan provides for 62 domestic household-use only wells. No outside irrigation shall be allowed.

Each Owner shall be solely responsible at such Owner's sole cost and expense, to obtain a permit and to construct and operate a water well on the Owner's Lot. The permits for each Lot must be obtained from the Division of Water Resources, Office of the State Engineer. All wells shall be constructed and operated in compliance with the Augmentation Plan and the government permits for such wells. Septic systems shall be limited to the non-evaporative type and shall be approved by Park County.

Per the terms of the Augmentation Plan, the Association shall administer and enforce the Augmentation Plan and shall take all necessary actions to ensure protection of water and well rights for all Lots, including pursuing and maintaining all further action required under the Augmentation Plan. Except for the aforementioned Owners' obligation related to the permitting, construction, and maintenance of water wells, as well as any damage caused by an Owners' negligence, the Association shall be responsible for all obligations and costs associated with maintenance of the Augmentation Plan, which shall be a Common Expense.

**ARTICLE 3
THE ASSOCIATION**

Section 3.1 Membership.

Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Lot shall be entitled to cast one (1) vote. Fractional and cumulative voting are prohibited.

Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner, from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 3.2 Establishment of the Board of Directors.

The Association will have a Board of Directors, which shall consist of the number of Directors as set forth and in accordance with the Bylaws.

Section 3.3 General Purposes and Powers of the Association.

The Association, through its Board of Directors, shall perform the functions and manage the Community as provided for in the Governing Documents. All Owners and any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.4 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, this Declaration, the Plat, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility and such engagement complies with the Act. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

Section 3.5 Rules and Regulations.

In furtherance of the provisions of this Declaration, Rules and Regulations concerning and governing the Community may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 3.6 Authority of the Board of Directors to Grant Variances.

The Board of Directors upon written request, shall have the authority to grant in writing, variances from the provisions of Governing Documents as they apply to issues not governed by the ARC, wherein the strict enforcement would result in undue hardship. The Board shall be the judge of whether or not such hardship exists. It is the intent of the GRA Declaration that the Board shall have broad discretionary powers hereunder and its decisions shall be final and conclusive. The Board shall resolve all questions of

interpretation of the Governing Documents. They shall be interpreted in accordance with their general purpose and intent and the BOD's determination will not be unreasonable.

Section 3.7 Compliance with Governing Documents.

Each Owner and all Occupants shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as may be amended and promulgated from time to time.

Section 3.8 Compliance with Other Laws.

No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 3.9 Use of the Words Glacier Ridge Community and Glacier Ridge Homeowners Association.

No resident or Owner shall use the words Glacier Ridge or Glacier Ridge Association or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

Section 3.10 Right to Notice.

Notice of matters affecting the Community shall be given by the Association or through access to Association records, as further provided in the Bylaws or as otherwise provided by the Board of Directors.

Section 3.11 Indemnification.

To the full extent permitted by law, each officer, director, committee member and volunteer of the Association shall be and hereby are indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred; except in such cases wherein such officer, director, committee member or volunteer is adjudged guilty of breaching his or her duty of care (as set forth in the Act) in the performance of his or her duties.

Section 3.12 Insurance to be Carried by the Association.

The Association shall obtain and maintain in full force and effect, to the extent reasonably available, and at all times, the insurance coverage required by the Act. The Association's insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 3.13 Security Disclaimer.

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

ARTICLE 4
MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 4.1 Association Maintenance and Services Responsibilities.

- (a) Subject to the Board of Directors' reasonable determination of the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities, the Association shall maintain, repair, replace, and keep in good repair in a workman like manner as a Common Expense the Signage, the Roads and road signage, any utilities or drainage facilities located within the Roads, any drainage facilities located within the Association's drainage easement along the front boundary line of any Lot as described in Section 2.6.
- (b) Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Road or any portion of the Lot that is Association maintenance responsibility by an Owner or occupant shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.
- (c) The Association shall repair incidental damage to any Lot resulting from performance of work which is the responsibility of the Association. Such repair shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.
- (d) Liability of Association:
 - (i) The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow or ice which may flow from any portion of the Road or Easement Area except:
 - (A) for injuries or damages arising after the Owner of a Lot has put the Association on written notice of a specific flow from any portion of the Roads or Easement Area; and

- (B) only if the Association has failed to exercise due care to correct the flow within a reasonable time thereafter.
- (ii) The Association shall not be liable to the Owner of any Lot or such Owner's tenant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Roads.
- (iii) The Association shall not be liable to any Owner, or any Owner's tenant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.
- (iv) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4.2 Owners' Maintenance Responsibility.

Except as may otherwise be provided in this Declaration, each Owner shall have the obligation to maintain and repair all portions of the Owner's Dwelling Unit and Lot. Without limitation the generality of the foregoing, each Owner shall install at the Owner's sole cost a culvert in working order any water well upon their Lot in strict compliance with the Augmentation Plan, and an appropriate septic tank and/or leach fields to dispose of sewage waste. An Owner's maintenance obligations includes taking appropriate steps to not unreasonably increase fire risk, including without limitation, timely removing slash, trees, and other debris from the Lots.

Section 4.3 Failure to Maintain.

If the Association determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance or repair, which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance or repair at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance or repair deemed necessary by the Association.

The Owner shall no later than thirty (30) days after receipt of notice from the Association, provide a written plan to remediate the maintenance or repair within a reasonable period of time.

If the Board determines that the need for maintenance or repair is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance or repair against the Owner's

or occupant's Lot, shall become a lien against the Lot, and shall be collected as provided in this Declaration for the collection of Assessments.

**ARTICLE 5
ASSESSMENTS**

Section 5.1 Assessments.

Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Assessments as imposed by the Association. Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, including but not limited to, administration and witness fees, shall be the obligation of the Owner of such Lot at the time when the Assessment or other charges became or fell due.

Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

Section 5.2 Common Expense Assessment.

All Common Expense Assessments shall be assessed against all Lots equally.

No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of Association benefits including, but not limited to the use or enjoyment of the Roads, by closure of the same, or by abandonment of the Lot against which the Common Expense Assessments are made.

The Common Expense Assessment against all Lots shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

The budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by votes of Owners representing a majority of the total Association vote.

Assessments for Common Expenses shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 5.3 Special Assessments.

The Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by a majority of the total Association vote. A proposed Special Assessment will be ratified unless Owners representing a majority of the votes allocated to the Lots that will be subject to the special Assessment vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 5.4 Supplemental Assessments.

The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: maintenance or repair specific to a Lot; maintenance or repair needed due to the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (b) Any extraordinary maintenance repair, improvement or replacement costs of any area which the Association maintains required on fewer than all the Lots; and
- (c) All fines and costs assessed against an Owner pursuant to the Governing Documents.

Section 5.5 Effect of Non-Payment of Assessments.

- (a) No pending ARC request shall be approved unless the Owner is current on all assessments for any Lot owned within the Community.
- (b) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within thirty (30) days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

- (c) The Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.
- (d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 5.6 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 5.7 Borrowing.

The Association shall have the power to borrow funds but only upon the affirmative vote of Owners representing twenty-five percent (25%) of the total allocation of votes in the Association, at a duly constituted meeting called for that purpose or by written ballot in lieu of a meeting pursuant to Colorado law. The Association also has the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, as security for any such loan.

Section 5.8 Capitalization of the Association.

The Association is hereby authorized to collect a one-time fee equal to the Common Expense Assessment upon the conveyance of each Lot. The funds so collected shall be part of the Association's working/operating capital and may be used by the Association to cover its obligations hereunder and any future expenses authorized by the Board for which there are insufficient budgeted funds, or for reserves. Such payments shall not be considered advance payments of Assessments. The payment of the fee authorized under this Section shall be non-refundable.

**ARTICLE 6
USE RESTRICTIONS**

Section 6.1 Authority.

All Lots within the Glacier Ridge Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

All provisions of the Governing Documents shall apply to Owners and Occupants. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents provided such definitions are reasonable and do not otherwise conflict with the terms of the Declaration.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- (d) All fines imposed are collectable as Assessments.

Section 6.2 Use/Occupancy.

All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home

occupations are incidental and secondary to the use of the Lot and does not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. For avoidance of doubt, short and long-term rentals of a Dwelling Unit in compliance with any applicable local government ordinance or rules, including Park County, are specifically permitted. In no instance shall a home occupation be visible externally.

Section 6.3 Pets.

A "Pet" shall mean and include cats, dogs, and other household animals, as may be further defined in or supplemented by the Rules and Regulations. Pets may be kept on a Lot if the pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a nuisance or a danger to the Owners, visitors or residents in the Community, or wildlife present within the Community, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in the Governing Documents; provided, however, that immediate removal may be necessary if circumstances warrant as determined by the Board.

Pets may not be kept for any commercial purposes. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 6.4 Animals and Livestock.

Except for Pets and horses, as discussed in this Section, no animals or livestock of any kind shall be permitted within the Community. Notwithstanding anything to the contrary herein, an Owner may permit up to a maximum of two (2) horses to enter upon his or her Lot for a period of not exceeding seven (7) consecutive days, provided that the following conditions are met: (a) no permanent fencing, barns, stables, corrals, or other animal structures shall be erected or constructed; (b) water for any such horses shall not be provided from any well within Glacier Ridge; (c) such horses may be kept in a trailer, or in a temporary corral made from portable pipe panels, and not exceeding four hundred (400) square feet, which panels must be taken down and stored or removed when not in use; (d) such horses shall be kept in a manner that does not create a nuisance (e.g., noise, dust, undue damage to or erosion of the soil, interference with migration of wildlife in Glacier Ridge, etc.), and if a nuisance is created, in the sole opinion of the Board of Directors, the Board of Directors shall compel the Owner to remove the horses immediately.

Section 6.5 Nuisances.

No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance, or which unreasonably disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any portion of the Community by residents.

Uses which have one or more of the following characteristics are considered a nuisance: (a) light

which is unreasonably bright or causes unreasonable glare, b) loud noise, c) offensive odors, d) work done outside normal work hours, e) storage of hazardous materials, f) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use, or g) permanent or long-term parking of heavy equipment, including semi-trailers.

Section 6.6 Vehicular Parking, Storage, and Repairs.

- (a) Parking upon any Road shall not be permitted for more than seven (7) days without authorization in writing by the Association.
- (b) The following may not be parked or stored outside of a garage if visible from any Road or another Lot for more than seven (7) days unless authorized in writing by the Association or exempted by Colorado law: oversized vehicles, trucks or pickup trucks over 3/4 ton, commercial vehicles, trailers (including but not limited to camping trailers, boat trailers, hauling trailers), boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of any Roads, Lots or any improvement located thereon.
- (c) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community unless parked or stored within a garage.
- (d) No motor vehicle may impede the safe and efficient use of roads within the Community by residents, obstruct emergency access to/from the Community or interfere with the reasonable needs of other residents to use their driveway or roads.
- (e) No extended maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of a garage. No vehicles may be left unattended on jacks or jack stands.
- (f) If a vehicle is blocking another vehicle or access to another Owner's or occupant's Lot or Dwelling Unit, is obstructing the flow of traffic, or otherwise creates a hazardous condition, the vehicle may be towed immediately.
- (g) If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

Section 6.7 Use of Roads.

There shall be no obstruction of any Roads, nor shall anything be kept or stored on any part of any Road without the prior written approval of the Association.

Section 6.8 Hazardous Activities.

No activity shall be conducted on and no improvement shall be constructed on any Lot which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, fireworks are prohibited, and no firearms shall be discharged within the Community. No open fires shall be lighted or permitted within the Community except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner shall permit any condition on his Lot which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 6.9 Trash Removal.

All trash containers shall be stored within a closed garage, except on days of trash collection at which time it shall be placed for collection in a bear-proof container.

Section 6.10 Marijuana Growing and Distribution.

No Owner or occupant of a Lot may utilize such Lot for the purpose of commercial growing or distributing marijuana.

**ARTICLE 7
ARCHITECTURAL APPROVAL/DESIGN REVIEW**

Section 7.1 Establishment of the Architectural Review Committee.

The Association shall have an Architectural Review Committee (ARC) that shall consist of a minimum of three (3) members elected by the members of the Association in accordance with the Bylaws.

Section 7.2 Liability.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. The Committee shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

Section 7.3 Architectural Review Committee Process.

The Board of Directors may establish additional Architectural Review Committee processes beyond those that follow that will be included in the Rules and Regulations of the Association.

Section 7.4 Required Approval.

No structures, including Dwelling Units, accessory buildings, hot tubs, antennas, flag poles, fences, driveway gates, tanks, walls, exterior lighting, anything that impacts the structural integrity of the building, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any alteration or change to the exterior of the improvements, the exterior of a Dwelling Unit, to a Lot or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, shutters, windows, doors) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Review Committee ("Committee") as may be outlined in the Rules and Regulations.

The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), as well as such other materials and information as may be required by the Committee.

Section 7.5 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction, installation, or alteration of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;
- (b) Owners shall comply with any request by the Committee for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;
- (c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;
- (d) Owners, by submitting an application for approval, hereby certify: (i) they will construct or modify improvements located only on their own Lot or upon Property which they have permission to construct, modify or improve; and (i) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property;
- (e) Owners will promptly notify the Committee of modifications to the plans that impact location, size, exterior materials or other significant aspects of the improvement. Such modifications will not be commenced until written approval from the Committee is issued;
- (f) Owners shall notify the Committee of completion of the improvement within thirty (30) days of such completion;
- (g) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection;

- (h) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, may result in a fine; and
- (i) If the improvement as built does not conform to the improvement as approved by the Committee, upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications.

Section 7.6 Reply and Communication.

All communications and submittals shall be addressed to the Committee as may be set forth in the Rules and Regulations.

The Committee shall reply to all submittal of plans made in accordance herewith in writing within 30 days after acknowledged receipt of a complete submission. In the event the Committee acknowledges the receipt of submitted plans in writing and fails to take any action on submitted plans and specifications within 30 days after the Committee has acknowledged such receipt, the submitted plans shall be deemed to be approved; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration or the Rules and Regulations. If the Committee does not approve the plans as submitted, reasons for disapproval shall be set forth in writing.

Section 7.7 Variances.

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

Section 7.8 Right to Appeal.

If the Board of Directors is not acting as the Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors. The Board of Directors shall review the decision of the Committee pursuant to the criteria set forth in this Article and the architectural guidelines. Any decision of the Committee may be overruled and reversed on appeal by a majority of the directors in a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and/or the guidelines.

Section 7.9 Waivers.

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

Section 7.10 Commencement and Completion of Construction.

All improvements approved by the Committee must be commenced within twelve (12) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within twelve (12) months of commencement.

Section 7.11 Architectural Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, and conformity with the specifications and purposes generally set forth in this Declaration and any adopted architectural guidelines. Upon its review of such plans, the Association may require a review fee and additionally that the applicant(s) reimburse the Association for any actual expense incurred by it in its review and approval process.

Section 7.12 Dwelling Unit.

All Dwelling Units shall be, in the sole opinion and discretion of the Committee, constructed with harmonious design, materials, color and appearance to complement the natural terrain and other Dwelling Units constructed in the Community. Mobile homes and "A" Frame" homes are not allowed. Homes of unusual architectural style are discouraged and may not be approved. Temporary structures, including without limitation, trailers, tents or accessory buildings are prohibited. This does not preclude reasonable daytime use of an on-site construction office during the active construction phase. No accessory building may be constructed prior to completion of the Dwelling Unit.

Section 7.13 Minimum Construction Requirements.

All improvements must comply with Park County building codes and requirements.

- a) *Dwelling Unit Height:* A Dwelling Unit shall not exceed thirty (30) feet in height, measured from the highest point of the Dwelling Unit to the Grade Level.
- b) *Dwelling Unit Size:* The finished, enclosed living area of any Dwelling Unit shall have at least one floor of at least 1500 sq. ft.
- c) *Siding:* Siding of wood, log, brick, stone (real or faux), stucco, is acceptable. Exposed concrete, must be covered with the previously listed material, painted, or stained. Accents materials, e.g., artistic metal or exposed concrete, need to be delineated on the plans

submitted.

- d) *Setbacks:* Dwelling Units and accessory buildings shall be located at least ninety feet (90 ft.) from the front boundary of the Lot, thirty feet (30 ft.) from any side boundary of a Lot, and forty feet (40 ft.) from the rear boundary of the Lot. Septic leaching fields shall be at least two hundred feet (200 ft.) from any water well.
- e) *Garage:* An attached garage is required and shall be able to fit, at a minimum, two (2) full-sized cars. Oversized garages are encouraged.
- f) *Accessory building:* One accessory building is permitted. An accessory building shall mean an enclosed or covered structure not directly attached to the Dwelling Unit. The size and location shall align with the size of the lot, dwelling unit, and minimize visibility from the street and adjacent lots. An accessory building shall be constructed to resemble and complement the Dwelling Unit in materials, colors, and design.
- g) *Driveways:* Driveways that require a culvert per Park County standards, shall have a culvert installed.

Section 7.14 Hot Tubs.

Outdoor hot tubs are not permitted under Glacier Ridge Association’s water augmentation plan. An Owner must submit a plan for compliance delineating the water source (e.g., additional water rights or water delivery).

Section 7.15 Antennas.

Single dwelling unit satellite dishes do not require approval, but large or commercial antennas require approval.

Section 7.16 Fences.

Perimeter fencing of a Lot is prohibited. The size and location of any fencing shall align with the size of the lot, dwelling unit, and minimize visibility from the street and adjacent lots. Fencing may not exceed six feet (6 ft.) in height. Fencing shall be constructed to resemble and complement the Dwelling Unit. Barbed wire and chain-link fencing is prohibited.

Section 7.17 Restrictions on Structural Alterations and Exterior Improvements.

No structural alterations to any Dwelling Unit shall be done by any Owner, without the prior written approval of the Association. As further clarified in Article 7, no improvement to the exterior of a building which includes a Dwelling Unit shall be constructed, erected, placed or installed within the Community unless complete plans and specifications thereto shall have been first submitted to and approved in writing by the Architectural Review Committee.

Section 7.18 Construction Debris.

When construction commences on a lot, a trash container shall be provided, properly used and maintained by the owner of the lot and his builder. During construction, the owner and his builder shall use their best efforts to ensure that the lot is kept free of debris and trash, all of which shall be deposited into the trash container. The owner and his builder shall use their best efforts to ensure that no trash, construction materials or debris shall be allowed to migrate to the property of others, and any such material which does shall be promptly cleaned up by the owner and his builder.

**ARTICLE 8
MISCELLANEOUS AND GENERAL PROVISIONS**

Section 8.1 Compliance and Enforcement.

- (a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.
- (b) The Association may enforce all applicable provisions of this Declaration and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:
 - (i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;
 - (ii) suspending the right to vote;
 - (iii) taking action to abate any violation of the Governing Documents;
 - (iv) the Board or its designee shall have the right to enter the property and abate the violation. Such action shall not be deemed a trespass, with all fees and costs in connection with the abatement to be assessed to the Owner as an Assessment under the terms of this Declaration;
 - (v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community; and
 - (vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.
- (c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance

responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

- (d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity.
- (e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action.

Section 8.2 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.3 Covenants to Run.

All of the covenants, easements, servitudes and provisions contained in this Declaration shall be a burden on the title to all of the lands within the Property, and the benefits thereof shall inure to the owners of all of the lands within the Property.

Section 8.4 Termination.

Termination of this Common Interest Community shall be in accordance with the Act.

Section 8.5 Attorney Fees.

If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 8.6 Amendment of Declaration by Owners.

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended, revised, removed, or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners representing at least sixty percent (60%) of the total votes allocated in the Association. Said votes may be obtained in any method allowed by the Act. The

amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the Park County, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 8.7 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration.

Section 8.8 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 8.9 Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 8.10 Non-Waiver.

Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 8.11 Conflict of Provisions.

In case of conflict between this Declaration and the Articles of Incorporation, the Bylaws or the Rules and Regulations, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 8.12 Challenge to this Amendment.

All challenges to the validity of this amendment must be made within one year after the date of recording of this document.

Section 8.13 Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

The undersigned, being the President and the Secretary of Glacier Ridge Association, Inc., hereby certify that the Association has obtained written approval of this Amended and Restated Declaration from Owners representing at least sixty-seven percent (67%) of the total allocated votes in the Association as

ATTEST:

By: Lauri Boudreau
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Park)

The foregoing was acknowledged before me this 18 day of July, 2023
by Lauri Boudreau as Secretary of Glacier Ridge Association, Inc. a Colorado nonprofit
corporation.

Witness my hand and official seal.

My commission expires: 05/08/2024

Lisa Lemick

Notary Public

LISA A LEMICK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154007743
MY COMMISSION EXPIRES MAY 08, 2024