

Gymn C. Haass 001
9656 E. Maplewood Circle
Greenwood Village, CO
Arapahoe County 80111

AMENDED AND RESTATED

MASTER DECLARATION

COVENANTS, CONDITIONS AND RESTRICTIONS


FOR

HUNTINGTON PINES

**MASTER DECLARATION OF CONVENANTS, CONDITIONS
AND RESTRICTIONS FOR HUNTINGTON PINES**

ARTICLE I.

RECITALS


DECLARATION OF COVENANTS
07/13/2018 10:26 AM RF: \$133.00 DF: \$0.00
Arapahoe County Clerk, CO
Page: 1 of 25 **D8068735**
Matt Crane, Clerk & Recorder

Hampden Run, L.P., a Colorado limited partnership, (the “**Declarant**”), was the owner of certain real property subject to this Master Declaration, located in Arapahoe County, Colorado, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Properties**”), which Properties consist of 44 individual Lots to be improved and sold, and related Common Areas and Common Area Improvements as set forth on Subdivision Plat(s) filed,

Declarant and Owners desire to provide for the preservation and enhancement of property values in the Properties, contributing to the personal and general health, safety and welfare of Owners and residents, and for the maintenance of the Common Area and Improvements, and to this end desire to subject the Properties, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such Properties and each Owner thereof.

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;

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Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Properties, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, and remove provisions that do not comply with current state law; and

The purpose of the Association as provided in this Master Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Properties and Members.

DECLARATION

NOW, THEREFORE, the original Declaration is replaced and superseded by this Master Declaration and the Properties and such additions as may hereafter be made, are and shall be held, transferred, sold, conveyed and occupied subject to the following uniform covenants, conditions, restrictions, easements, charges and liens which shall run with the real property and be binding on all persons having or acquiring any right, title or interest in the Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of, the binding upon, and be enforceable by Declarant, its successors in interest, each Owner and his or her successors in interest, and the Huntington Pines Homeowners Association, Inc., and its successors in interest.

In compliance with Colorado Revised Statutes, Title 38, Article 33.3 (Colorado Common Interest Ownership Act):

- Name of Common Interest Community: Huntington Pines
- Name of Homeowners Association: Huntington Pines Homeowners Association, Inc.
- Type of Common Interest Community: Planned Community
- County of Record: Arapahoe County, CO

ARTICLE II.

DEFINITIONS

Capitalized terms used in this document will have the meaning set forth below, or, if not defined below, will have the meaning as defined in context.

Section 2.1. “**Association**” means and include the Huntington Pines Homeowners Association, Inc., a Colorado nonprofit corporation, its successors and assigns.

Section 2.2. “**Board of Directors**” or “**Board**” means the governing body of the Association as provided in this Master Declaration, the Articles of Incorporation, and the By-Laws thereof.

Section 2.3. “**Building**” means any structure or edifice enclosing a space within its walls, and usually, but not necessarily, covered with a roof that is constructed on the Properties.

Section 2.4. “**Common Area**” means and refers to all real property owned by the Association. The Common Area owned by the Association at the time of the conveyance of the first Lot is described in Exhibit B.

Section 2.5. “**Common Area Improvements**” means and refers to any and all improvements located in, under, or upon the Common Area, as originally developed and constructed by Declarant or as later assessed by the Association, which Common Area Improvements may include recreational facilities, perimeter fences, and any non-dedicated and private roadways, all as may be located upon the Common Area.

Section 2.6. “**Common Expense**” means and refers to:

- A. Expenses of administration, operation or management, repair, maintenance or replacement of the Common Areas of the Properties;
- B. Expenses declared Common Expenses by the provisions of this Master Declaration, the Articles of Incorporation and By-Laws of the Association;
- C. All sums lawfully assessed against the Lots by the Board of Directors of the Association;
- D. Expenses determined to be Common Expenses by the Association; and
- E. Expenses as are provided in any management agreement applicable to the Properties.
- F. Expenses incurred in the maintenance of any property over which the Association has a license and maintenance agreement with public agencies, authorities or utilities.

Section 2.7. “**Declarant**” means and includes Hampden Run, L.P., a Colorado limited partnership, its successors and assigns, if such successors and assigns should acquire all Lots owned by Declarant for the purpose of development and sale and a notice of assignment of Declarant’s rights hereunder is recorded with the Clerk and Recorder of the County of Arapahoe, State of Colorado specifying the assignee of Declarant’s rights.

Section 2.8. “**Master Declaration**” means and includes this instrument together with any and all supplements and/or amendments hereto recorded in the Office of the Clerk and Recorder of the County of Arapahoe, State of Colorado.

Section 2.9. “**Dwelling Unit**” means and refers to the improvements located upon any Lot built for single family occupancy as a residence.

Section 2.10. “**Licensed Property**” means and includes any property owned by a governmental unit or entity which is maintained by the Association and used by the Members pursuant to a license agreement with a governmental unit or entity.

Section 2.11. “**Lot**” means and refer to any plot of land shown upon any recorded Subdivision Plat(s) of the Properties, with the exception of the Common Area.

Section 2.12. “**Lot Improvement**” means and refer to any improvements located upon a Lot in addition to a Dwelling Unit, as above defined, as such improvements were originally installed by the Declarant or later approved for installation by the Association and intended for the use in connection with the ownership of such Lot.

Section 2.13. “**Member**” means and refer to those persons entitled to membership in the Association. The terms “**Member**” and “**Owner**” (as hereinafter defined) may be used interchangeable herein unless the context provides otherwise.

Section 2.14. “**Mortgage**” means and includes any recorded mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

Section 2.15. “**Owner**” means and includes any person or entity, including the Declarant, at any time owning a Lot.

Section 2.16. “**Participating Builder**” means an Owner other than Declarant which acquires a portion of the Properties from Declarant for the purpose of constructing improvements thereon for resale which is designated in writing by Declarant as a Participating Builder by instrument duly recorded in the County of Arapahoe, State of Colorado land records.

Section 2.17. “**Properties**” means and refers to that certain real property described on Exhibit A.

Section 2.18. “**Subdivision Plat**” or “**Plat**” means and refers to the various Subdivision Plats within the Properties which are properly submitted to and approved by the county or other governmental entity having jurisdiction over the approval of such Plat(s), which Plat(s) include a survey of the Properties, the Lots, and the Common Areas, and shall have been properly recorded in the county in which the Properties are located following the approval thereof by the such governmental entity.

ARTICLE III. **PROPERTY RIGHTS**

Section 3.1. Owners’ Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and any Licensed Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- A. To limit the number of guests or Members, to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area or Licensed Property;
- B. To suspend the voting rights and right to use of any Common Area and Common Area Improvements by a Member for any period during which any assessment against his Lot remains unpaid, and, for a period not to exceed 60 days, for any and each infraction of its published Rules and Regulations;
- C. To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be affective unless an instrument signed by 67% of the membership agreeing to such dedication or transfer has been recorded; and
- D. In accordance with these Master Declarations and its Articles and By-Laws, to borrow money for the purpose of improving the Common Area or Licensed Property, or the existing Common Area Improvements, and in aid hereof, to mortgage or encumber said property, and the rights of such Mortgagee in said Properties shall be subordinate to the rights of the Owners hereunder.

Section 3.2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area, Licensed Property, and Common Area Improvements to the members of his family, his tenants, or contract purchasers who reside on the Properties.

Section 3.3. Title to Common Area and Improvements Thereon. The Declarant hereby covenants for itself, its successors and assigns, that upon recordation hereof, it will convey fee simple title in the Common Area Improvements to the Association, free and clear of all liens and encumbrances, except general taxes for the current and subsequent years and subject to easements, rights-of-way, covenants, conditions, exceptions and reservations of record. Prior to the conveyance of any Lots included in additional lands, any Common Areas or Common Area Improvements added to the Properties at a later time as provided elsewhere herein shall be transferred to the Association free and clear of all liens and encumbrances except general taxes for the current and subsequent years and subject to easements, rights-of-way, covenants, conditions, exceptions and reservations of record.

ARTICLE IV.

EASEMENTS

Section 4.1. Easements for Encroachments. If any portion of the Common Area, or Common Area Improvements, now or hereafter, encroaches upon any Lot, or if any Lot or Lot Improvements thereon, now or hereafter, encroaches upon any portion of the Common Area, as a result of the construction of Building(s) or

other Improvements, or if any such encroachments shall occur hereafter as a result of settling or shifting of any Building or other Improvements or for any other reason, a valid easement shall be deemed to exist for the encroachment and for the maintenance of the same and shall exist so long as the Building or other Improvement, or adjoining Common Area Improvement shall be partially or totally destroyed or taken as a result of condemnation or eminent domain proceedings and then rebuilt at the same location, encroachments due to this rebuilding shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the Building or other Improvements shall stand. The foregoing encroachments shall not be construed to the encumbrances affecting the marketability of title to any Lot.

ARTICLE V.

THE ASSOCIATION

Section 5.1. The Association. The Administration of the Properties shall be governed by this Master Declaration and the Articles of Incorporation and Bylaws of the Huntington Pines Homeowners Association, Inc., a Colorado nonprofit corporation.

Section 5.2. Membership. An Owner of a Lot shall automatically become a Member of the Association and shall remain a Member for the period of the Owner's Lot ownership. 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 proportion of interests and by the same type of tenancy in which the title of the Lot is held. An Owner shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of the Lot. No person or entity other than an Owner may be a Member of the Association.

Section 5.3. Classes of Membership and Voting Rights. The Association shall have one class of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and they shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 5.4. Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth or reserved herein may not be transferred or assigned to any other person or entity. No such transfer or assignment shall relieve the Association of any of the obligations set forth herein. No such transfer or assignment shall revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 5.5. Powers. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer, and regulate the Properties and to perform all of the duties required of it. Notwithstanding the above, unless 67% of Owners have given their prior written approval, the Association shall not be empowered or entitled to:

- A. By act or omission, seek to abandon or terminate the Properties to dissolve the Association;
- B. Partition or subdivide any Lot;
- C. By act or omission, seek to abandon, partition, subdivide, encumber, mortgage, sell or transfer the Common Area or any Common Area Improvements (the granting easements for public utilities including cable television or other public purposes consistent with the intended uses of such Common Areas by the Association shall not be deemed a transfer within the meaning of this clause);
- D. Use hazard insurance proceeds for loss to the Common Area Improvements for other than the repair, replacement, or reconstruction of such Common Area Improvements;
- E. Merge or consolidate with another project or association, except for such provisions as may otherwise be provided herein relating to the annexation of additional lands to the Properties;
- F. Except as may result from the exercise of the annexation provisions otherwise provided herein, change the method of determining the obligations, assessments, dues or other charges which may be levied against the Owner.
- G. Change the voting rights or the extent of rights and easements of each Owner in and to the Common Areas and Common Area Improvements;
- H. By act or omission change, waive or abandon any regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of Dwelling Units, or the maintenance or upkeep of the Common Areas; or
- I. Fail to maintain fire and extend coverage or insurable Common Area Improvements on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).

Section 5.6. Examination of Books and Records. All Owners and insurers of a Lot in the Properties will, upon request, be entitled to:

- A. Inspect the books and records of the Association during normal business hours;
- B. Receive a copy of a financial statement of the Association for the preceding fiscal year at no charge,
- C. Written notice of all meetings of the Association and be permitted to designate a representative to attend all of such meetings; and

- D. Receive current copies of this Master Declaration, By-Laws, Articles of Incorporation and any Rules and Regulations concerning the Properties, provided that reasonable copying charges are advanced to the Association by the party requesting copies.

ARTICLE VI.

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 6.1. Common Areas. The Association, subject to the rights of Owners with respect to their individual Lots, shall be responsible for the exclusive management and control of the Common Areas and Common Area Improvements (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition. The Association may, upon acceptable license and maintenance agreements with public agencies, utilities, or jurisdictions, assume responsibility for maintaining the sidewalks, fence, landscaping improvements and other improvements within rights-of-way and other properties owned by such public agencies on property owned by such public agencies, utilities, or jurisdiction, including, but not limited to, Castlewood Water and Sanitation District. The cost of such management operation, maintenance, and repair by the Association shall be borne as provided in Article VII. The Association may be responsible for maintaining any Properties perimeter fences, notwithstanding the fact that all or a portion of such fences may be located on or within the boundary line of various Lots. The Association shall have an easement on the Lots adjacent to Properties perimeter fences solely for purposes of performing fence maintenance performed during reasonable hours and in a professional manner.

Section 6.2. Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personal as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Master Declaration. The Association may arrange with others to furnish lighting, heating, trash collection, snow removal, building and grounds maintenance, sewer service, firewood, and other services as appropriate to the Properties. The cost of such services shall be borne as provided in Article VII.

Section 6.3. Professional Management. The Association may obtain and pay for services of a professional property management contractor (“**Management Contractor**”) to manage its affairs, or any part thereof, to the extent it deems advisable, whether such services are in lieu of, or supplemental to, the services described under Section 6.2 above. Further, and in connection with the Association’s right to contract for management and personnel, whether on-site or off-site in nature, the Association shall have the right to limit the use of portions of the Common Areas for purposes of maintenance and storage facilities, management office facilities, management housing facilities to the extent allowable, and other such purposes as deemed desirable

and necessary by the Association for the purposes of management and maintenance of the Properties. Any Management Contractor will be an independent contractor contracted by the Association under the terms of a written agreement between the Association and such Management Contractor, the terms of which shall include, but not be limited to, all costs to be paid by the Association to the Management Contractor, all services to be performed by the Management Contractor, and a statement that neither Management Contractor nor any of its employees, will be considered employees of the Association.

Section 6.4. Common Area use. All Common Areas and Common Area Improvements described in Section 2.4 and 2.5 of this Master Declaration and any licenses obtained by the Association for the use of publicly owned properties are dedicated to the common use and enjoyment of the Owners for general recreation, pedestrian traffic, vehicular traffic, green belt area, and other such uses common to all the Owners as may be determined by the Association pursuant to the covenants, provisions, and restrictions contained herein, or as further define in the Association By-Laws and any Rules and Regulations properly enacted by the Association.

Section 6.5. Maintenance of Individual Lots. The ownership of the Lots, together with Dwelling Units in existing Lot Improvements, will be evidenced by a deed to such Lot, together with the Improvements thereon. Maintenance upkeep, and repairs of the Lot shall be the sole responsibility of the individual Owners thereof.

Section 6.6. Identity of Board of Directors. From time to time, but not less than annually, there shall be mailed by the Association to each Owner a notice containing the names and addresses of the members of the Board of Directors, and the Management Contractor (if there is one).

Section 6.7. Rights of Actions. The Association, and any Owner(s), will have an appropriate right of action against any other Owner(s) for failure to comply with the provisions of this Master Declaration or with actions of the Association made pursuant to this Master Declaration; and an Owner(s) shall have similar rights of action against Association. Any action brought pursuant to this Section may be transferred at the discretion and election of the responding party to an action in binding arbitration. Any such election must be made in writing to the party commencing the action and delivered to such party within forty-five (45) days of the responding party's receipt of the notice of commencement of the action.

ARTICLE VII.

ASSESSMENTS

Section 7.1. Obligation. All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors to meet the Common Expenses of maintenance, operation and management of the Property, the Association, and the various functions and duties of the Association. The Board may establish any reasonable system for collection periodically of Common Expenses, in advance or arrears as deemed desirable. Initially, the

assessment for the estimated Common Expenses on an annual basis shall be payable quarterly in advance on the first day of each calendar quarter. In the event a Lot is sold to a purchaser during the year, the annual assessment will be prorated to the closing date and paid at closing, together with the working capital deposit required by Section 7.12 hereof. Assessments made will be based upon the estimated cash requirements as the Board shall from time to time determine to be paid by all of the Owners. Estimated expenses will include the cost of maintenance and operation of the Common Areas, Licensed Property, Common Area Improvements, improvements on Licenses Property, cost of maintenance of the publicly owned properties subject to license and maintenance agreement described in Section 6.1, expenses of management, taxes and special assessments, unless separately assessed, insurance premiums for insurance coverage as required herein or as deemed desirable or necessary by the Board, landscaping, care of grounds, wages, legal and accounting fees, management fees, expenses and liabilities incurred by the Board or Management Contractor under or by any reason of this Master Declaration, payment of any deficit remaining from a previous assessment period, the creation of a reasonable contingency or other reserve or surplus for the maintenance or replacement of those Common Area Improvements which must be maintained or replaced on a periodic basis as well as other costs and expenses relating to the Common Areas, Licensed Property, and the purposes and responsibilities of the Association. The omission or failure of the Board to fix the assessments for any assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Board will have the right, but not the obligation, to make pro-rated refunds of any assessments in excess of the actual expenses incurred after the end of the fiscal year.

Section 7.2. Maximum Annual Assessment. The annual assessment shall be the amount set forth in the Association records for the calendar year 2018. Without a vote of the Owners, the Association may increase the annual assessment by an amount not to exceed 20% for the previous year.

Section 7.3. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or more frequent basis, as determined by the Board of Directors.

Section 7.4. Time for Payment of Assessments. Assessments are due and payable within 15 days after written notice of the amount thereof shall have been mailed to the registered mailing address to the respective Owner of a Lot. Each assessment will bear interest at the rate of 21% per annum from the date it becomes due and payable if not paid within 15 days after such date, and there shall be a late charge for each installment of assessment payment that is delinquent in an amount equal to the greater of (i) \$50 and (ii) the actual cost of collection. Failure of the Association to give timely notice of any assessment as provided herein will not affect the liability of the Owner of any Lot for such assessment, but no interest will accrue without proper notice. The Association may elect to have the annual assessments paid monthly, or on such other periodic basis deemed desirable by the Association; and a default in the payment of an installment of the assessment, if paid monthly,

occurring in two consecutive months, will additionally give the Association the right to accelerate the remaining amount of annual assessments as immediately due and payable, as further references hereinafter.

Section 7.5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Board of Directors may levy, in any assessment year, a special assessment payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Properties or any part thereof, or for any other expense of purchase incurred or to be incurred as provided in this Master Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expense but shall be constructed to prescribe the manner of assessing the expense authorized by other sections hereof which shall make specific reference to this Article or as set forth in the preceding sentence. Any amounts assessed pursuant hereto shall be assessed to Owners at a uniform rate. Notice in writing of the amount of such special assessments and the time for payment shall be due less than 30 days after such notice shall have been mailed to the registered mailing address of the respective Owner. A special assessment shall bear interest at the rate of 21% per annum from the date it becomes due and payable, if not paid within 30 days after such date, and there shall be a reasonable late charge as set by the Board of Directors.

Section 7.6. Special Assessment Veto. Notwithstanding the provisions contained in Section 7.5 above, written notice of any special assessment approved by the Board of Directors shall be sent to all Owners immediately following such adoption. Such written notice shall be sent to the registered mailing address to each Owner, and shall become effective 30 days from and after the date of certificate of mailing of such notices to Owners by the Secretary of the Association; provided, however, that the Owners shall have the right to veto such special assessment approved by the Board of Directors by proper written notice of 67% of the Members, indicating specific objection to the special assessment and delivered to the Secretary of the Association prior to the end of the 30 day notice period referenced above. In the event such percentage of Owners should specifically object to the special assessment as indicated above within the time frames required, then such special assessment shall be deemed defeated and void. Any further adoption of such special assessment by the Board of Directors shall require the same procedure to be followed as referenced above, or pursuant to a special meeting of the Association called for the purpose of approving such special assessment, which approval shall require 67% of the Members present in person or by proxy at such meeting, provided a quorum (as defined in the By-Laws) is present.

Section 7.7. Assessment Lien. All sums assessed but unpaid for the share of Common Expenses or special assessments chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot superior to all other liens and encumbrances except (a) tax and special assessment liens on the Lot in favor of a taxing authority and (b) all sums unpaid on a first mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrance. To evidence the lien as herein permitted, the Board of Directors may, but will not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the amount of accrued penalty thereon, the name of the Owner, and a description of the Lot and record the same

in the Office of the Clerk and Recorder of the County of Arapahoe, State of Colorado. Such lien for assessment shall attach from the due date of the assessment. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in the manner for foreclosing a mortgage on real property upon recording of a notice for claim thereof. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid assessments, and interest and penalties thereon, the costs and expense of such proceedings, the costs and expense for filing the notice of the claim and lien, and all reasonable attorney's fees in connection therewith.

The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Any mortgagee holding a Mortgage on a Lot may pay any unpaid assessment payable with respect to such Lot and any and all costs and expenses with respect thereto, and the lien on such Lot for the amounts paid shall have the same priority as the lien of the Mortgage. The lien for assessments referred to herein shall be at all times subordinate to the lien of any first mortgage held by a first mortgagee. By accepting a deed to a Lot, each Owner thereby waives and releases any and all rights and claims such Owner may have in and to the Lot as a homestead exemption or any other similar exemption.

Section 7.8. Personal Obligation. The amount of any assessment chargeable against any Lot will be a personal and individual debt of the Owner thereof. No Owner may become exempt from liability for the assessment by abandonment or waiver of the use of enjoyment of any of the Common Areas or Common Area Improvements. Suit to recover a money judgment for unpaid Common Expenses plus interest and expenses, including attorney fees, will be maintainable without foreclosing or waiving the assessment lien provided herein.

Section 7.9. Notice of First Mortgagee. If requested in writing by a first mortgagee, the Association shall report to the first mortgagee of a Lot any default hereunder or unpaid assessments remaining in default or unpaid or accrued for longer than 60 days.

Section 7.10. Statement of Status of Assessment Payment. Upon payment of a reasonable fee of not less than Twenty-Five Dollars (\$25.00) and upon the written request of any Owner, 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. Any such request shall be complied with within 30 days after receipt of any properly addressed request sent by certified or registered mail. All unpaid and overdue assessments shall be subordinate to the lien of a first mortgagee. If the request is made by a prospective purchaser, any lien for unpaid assessments shall be released upon payment in full on or before the closing of a sale of a Lot subject to one or more liens for unpaid assessments.

Section 7.11. Personal Liability of Purchaser for Assessments. A purchaser of a Lot will not be personally liable for unpaid assessments against the Lot up to the time of conveyance to purchaser.

Section 7.12. Working Capital and Assessment Reserves. The Association shall establish an adequate reserve fund for the maintenance, repair and replacement of the Common Areas and Common Area Improvements maintained by the Association. This reserve fund will be maintained through regular installments of Common Assessments.

Section 7.13. First Mortgagee Foreclosure Liability for Unpaid Assessments. Each first mortgagee of a Lot within the Properties who obtains title to the Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage, or any purchaser at foreclosure sale, will take the Lot free of any claims for unpaid assessments charges against the Lot which accrue prior to the time such first mortgagee or purchaser at foreclosure sale obtains title to the Lot, but shall not relieve the first mortgagee or purchaser from liability for, or lien from, any assessments made thereafter. Any unpaid assessment, which was rendered uncollectible by the effect of this Section, may be reallocated and assessed to all Lots as a Common Expense.

Section 7.14. Association's Right of Acceleration Upon Default. In addition to the other remedies provided for the Association upon the default of an Owner in the payment of an annual assessment, special assessment, or any installment thereof, and in the event an Owner shall default in the payment of the installment of an annual or special assessment, then the Association shall have the immediate right of acceleration of the total amount of such annual or special assessment as remains outstanding at the time of such installment default shall apply whether the Association purses the obligation personally against the Owner through foreclosure of the Owner's Lot, as provided hereinabove.

ARTICLE VIII.

RESTRICTIVE COVENANTS AND OBLIGATIONS; USE OF DWELLING UNITS

Section 8.1. Residential. The Lots are hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use and any restrictions set forth under applicable law and the Rules and Regulations not contrary to applicable law. No Buildings shall be moved from other locations onto the Lots or Common Area and no Common Area Improvements other than those originally planned and/or installed by Declarant shall be erected or constructed on the Common Areas or upon any Lot unless approved by the Architectural Control Committee.

Section 8.2. Right of Association to Own Units and to Use Common Areas. Notwithstanding any provision contained herein to the contrary, the Association shall have the right, but not the obligation, to purchase and own any Dwelling Unit for the purpose of maintaining an office for the Association, for storage, recreation, or conference area or any other use which the Association determine is reasonable.

Section 8.3. Compliance with Law. No improper or unlawful use shall be permitted or made of the Properties or any part thereof. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction over the Properties shall, at all times, be observed.

Section 8.4. Rules and Regulations. Rules and Regulations may be adopted by the Board of Directors concerning and governing the use of the Common Area and Common Area Improvements, provided such Rules and Regulation are uniform and nondiscriminatory, and furnished to Owners for approval by 51% of the Owners prior to the time they are adopted.

Section 8.5. No Other Business. No other business activity of any kind, not otherwise permitted by applicable law, including applicable zoning restrictions, shall be conducted in any Dwelling Unit or on the Properties.

Section 8.6. Failure to Maintain. In the event that the Owner of a Lot shall fail to maintain the Lot and improvements thereon in a manner consistent with the requirements of this Master Declaration or any Supplementary Declaration, the Architectural Control Committee, or the Rules and Regulations adopted by the Association in accordance with the By-Laws, the Association will have the right, but not the obligation, upon written notice to the Owner (sent to the Owner's address of record in the county records) and the expiration of fifteen (15) business days after issuance of such notice, in addition to any other remedies permitted under this Master Declaration, or at law, to enter upon such Lot and to conduct repair, maintain, and restore the Lot, the exterior residence, and other improvements on the Lot ("**Remedial Repair Action**") in the manner contemplated by this Master Declaration, any Supplementary Declaration, the Architectural Control Committee, or the Rules and Regulations. The cost of such Remedial Repair Action will be the responsibility of the Owner and will be added to, and become a part of, the annual assessments applicable to such Lot.

ARTICLE IX.

ARCHITECTURAL CONTROL COMMITTEE

Section 9.1. Membership.

- A. The Board of Directors will appoint an Architectural Control Committee (referred to as the "**Committee**") which will be composed of an odd number of members, at least three but no more than five in number. Only Owners are eligible to be members of the Committee. In the event no such appointment is made, then the Board of Directors shall constitute the Architectural Control Committee and shall have all of the duties and responsibilities of the Committee as set forth herein.
- B. In the event of death, disability, or resignation of any member of the Committee, the Board of Directors shall have the authority to designate a successor or successors.

Section 9.2. Evidence of Action. The Committee's approval or disapproval as required in this Master Declaration shall be in writing, as indicated by the signatures of a majority of the Committee or its designated representatives. The Association shall be required to maintain such records of Plans submitted and the applicable disposition thereof. Approval by the Committee shall be conclusive evidence of compliance with these covenants provided that the improvements are constructed in substantial compliance with the plans as approved. In the event the Committee fails to approve or disapprove a Plan within 45 days after such Plan has been properly submitted to it and the submission is evidenced by a certified or registered mail receipt, or, in the event that no Plan has been submitted to the Committee contrary to this Master Declaration and no action to enjoin the subject construction has commenced within one (1) year after such construction commenced and became apparent, approval of a Plan or such construction will not be required, and the related covenants shall be deemed to have been complied fully.

Section 9.3. Duties. The Committee shall act upon and approve or disapprove any and all matters to be submitted to the Committee pursuant to any of the provisions of this Master Declaration and shall have all duties and powers as are hereinafter provided and set forth. Neither the members of the Committee nor its designated representative shall be entitled to any compensation thereof or be liable, in any manner, for any lawful action or omission done in good faith arising out of their service on the Committee.

Section 9.4. Approval of Plans.

A. Any Plans in connection with the construction of any residence, fence, swimming pool, ancillary structure, exterior lighting, machinery, solar panels or installations, decks, patios, patio enclosures, wall, driveway, landscaping, or other structure, and in connection with any exterior maintenance and remodeling of any residence or other structure, including, but not limited to, changing the initial color or exterior materials of the residence, or any other Lot improvements or appurtenances, such as mailboxes, or any alteration of any of the above described improvements to a Lot shall be submitted to the Committee or its designee, and, subject to Section 9.2 (Evidence of Action) above, written approval from the Committee shall be required prior to commencing such construction. **"Plans"** means plans and specifications showing the nature, kind, shape, height, materials, and location, the exterior design the exterior materials to be used, the color scheme, the location of the driveway and sidewalks and plans for the proper landscaping, and any other information reasonably requested by the Committee, as applicable to the proposed construction.

B. RESERVED

C. In approving upon Plans, the Committee may take into consideration whether the proposed residence or other structure or alteration and the materials of which it is to be build are reasonably

suitable for the Lot upon which the residence or other structure or alteration is to be erected, the harmony thereof with the surroundings, and the effect of the residence or other structure or alteration as planned on the outlook from and/or property values of adjacent or neighboring property. The Committee shall, in the exercise of its judgment and determination, use reason and good faith.

D. No residence, fence, wall, driveway, landscaping structure, alteration of any kind, including, but not limited to, those specifications described in this Article IX, which has not received such prior written approval by the Committee and which does not fully comply with such approved Plans shall be erected, constructed, placed, or maintained upon any Lot. No changes or deviations in and from such Plans as so approved shall be made without the prior written consent of the Committee. The Committee shall, under no circumstances, be responsible for any Building erected on any Lot.

E. In approving submitted Plans, the Committee shall apply the pertinent requirements and considerations set forth in the Huntington Pines Final Development Plan, covenants and restrictions set forth in this Master Declaration or any Supplementary Declaration, or any additional Design Guidelines promulgated by the Architectural Control Committee for the Properties as a whole or any particular Subdivision, Plat, or phase of the Property, and the reasonable discretion of the Architectural Control Committee.

Section 9.5. Binding Agreement to Pay Legal Costs. In the event than an Owner shall dispute the determination of the Architectural Control Committee and files a lawsuit, or commences other legal action, to overrule, vacate or otherwise mitigate the effect of any determination of the Committee, or if an Owner(s) fails to submit a Plan for approval of action as required by Section 9.4 and the Committee or any Owner, the Architectural Review Committee, or the Association brings an action to enforce these provisions; then the Owner(s) and the Association are hereby bound to the agreement that any and all costs, including reasonable attorney's fees, associated with the institution and defense of such a suit, shall, to the extent permitted by a court or other trier of fact with competent jurisdiction, be paid to the prevailing party by the non-prevailing party.

Section 9.6. Variance. The Architectural Control Committee may grant reasonable variances or adjustments from any conditions or restrictions imposed by this Master Declaration. Such variances or adjustments shall only be granted if it is not material, detrimental or injurious to other property or improvements to the Properties and shall not defeat the general intent and purpose hereof. Any variance granted by the Architectural Control Committee shall not affect or negate the requirements of any other applicable authorities. Any action taken by the Committee with regard to a variance request, whether granted or denied, will be documented by the Committee and include a brief statement as to the basis for the granting or the denial of the requested variance. Such documentation will be included in the records required to be maintained by the Association pursuant to Section 9.2 (Evidence of Action) above.

Section 9.7. Minor Violations of Setback Requirements. If, upon erection of any Dwelling Unit upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation and infringement of setback lines has occurred, such violation and infringement shall be deemed waived by the Owners of the Lots immediately adjoining the Lot upon which the violation and infringement occurs, and such waivers shall be binding upon all other Owners who are subject to this Master Declaration. Nothing herein contained of the restrictions contained in this Master Declaration. A “minor violation” for the purpose of this Section is a violation of not more than six (6) inches beyond required setback lines or Lot lines. This provision shall only apply to the original structures and shall not be applicable to any alterations or repairs to such structures.

Section 9.8. RESERVED

Section 9.9. No Review. The following types of changes, additions, or alterations do not require the approval of the Architectural Control Committee. All work must proceed in accord with all applicable law, codes, and regulations, and the provisions of this Declaration.

- A. Addition of plants to a property in accordance with a previously approved landscape plan.
- B. Modifications to the interior of a residence where those modifications do not unduly affect the outside appearance of the structure.
- C. Transplanting or repainting or re-staining of the exterior of the residence in original color.
- D. Repairs to a structure in accordance with previously approved plans and specifications.
- E. Reroofing with roofing materials of the same quality (or better) and color as original materials.
- F. Seasonal decorations if removed promptly (within 15 days following the holiday).

ARTICLE X.

Insurance

Section 10.1. Comprehensive General Liability and Property Insurance. Comprehensive general liability and property damage insurance shall be purchased by the Board of Directors covering the Common Area and shall be maintained in force at all times, the premiums thereon to be paid by the Association as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the State of Colorado, in such amounts as the Board may determine; the insurance carrier should have a current rating by Best’s Insurance Reports of VI or better, or a financial rating of Class IV and a general policyholder’s rating of at least A. If the insurer does not meet this rating requirement, the insurer must be reinsured by a company that does have a correct rating by Best’s Insurance Reports of VI or better.

A comprehensive policy of general liability insurance shall be in force a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, covering all claims for bodily injury and/or property damage arising out

of a single occurrence, such coverage to include protection against liability for non-owned and hired automobiles, liability for property of others, and, if applicable, host liquor liability and other risks which are customary with projects similar in construction, location, and use. The policy or policies shall name as insured all of the Owners and the Association. The policy or policies shall insure against loss arising from perils in the Common Areas and in any other areas which the Association has a maintenance responsibility and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

The policy or policies shall contain a “severability of interest” clause or endorsement which shall preclude the insurer from denying a claim of an Owner or the Association because of negligent acts of the Association or other Owners.

Section 10.2. Fire and Hazard Insurance. Fire and hazard insurance shall be purchased by the Board of Directors and shall thereafter be maintained in force at all times, the premiums there on be paid by the Association as a Common Expense, such policy to cover all Common Area Improvements. The policy or policies shall be a master or blanket type with a standard all risk endorsement and insure against loss from perils therein including coverage on all the Improvements in the Common Areas, except such as may be separately insured, and except land, foundation, excavation and other items normally excluded from coverage. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The Improvements to be insured under this clause shall be continuously insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured the Association. The policy or policies shall also cover personal property owned by the Association or in common by the Owners, their tenants, invitees or agents, and shall further contain a waiver of subrogation rights by the carrier as to negligent Owners.

The insurance shall be carried with reputable companies authorized to do business in the State of Colorado, in such amounts as the Board may determine. The insurance carrier should have a current rating by Best’s Insurance Reports of VI or better or a financial rating of Class VI and a general policyholder’s rating of at least A. If the insurer does not meet this rating requirement, the insurer must be reinsured by a company that does have a current rating by Best’s Insurance Reports of VI or better.

Section 10.3. No Individual Fire Insurance on Common Areas. The blanket policy or policies to be carried by the Association and referenced under Section 10.2 above must provide that it is primary over any policy or policies separately carried by an individual Lot Owner and that the proceeds of the Individual policy or policies carried by such Owner shall only be used to the extent that the proceeds to the insurance carried by the Association are insufficient to cover any losses to the Common Area.

Section 10.4. Owner's Personal Liability and Property Insurance. An Owner may carry such property, fire and personal liability insurance as such Owner may desire. It is understood that the Association policies described herein will provide no insurance coverage for the Lots or the Improvements situated thereon.

Section 10.5. Fidelity Insurance Coverage. The Association shall provide for fidelity coverage against dishonest acts on the part of the Officers, Directors, Management Contractors, employees and volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than 1.5 (one and one-half) times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any person or persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Section 10.6. Other Insurance. The Board of Directors may purchase and maintain in force as a Common Expense, debris removal insurance, plate or other glass insurance, fidelity bonds, and other insurance or bonds that it deems necessary. The Board shall purchase and maintain workers compensation insurance to the extent that the same shall be required by law respecting employees of the Association.

Section 10.7. Attorney in Fact. The Association is hereby appointed the attorney in fact for all Owners to negotiate loss adjustments on the policy or policies carried by the Association under this Article X.

Section 10.8. Proceeds. The Association shall receive the proceeds of any casualty insurance payments received on the policies contained and maintained pursuant to this Article. To the extent that repairs and reconstruction are required herein and there is a determination that the Properties shall not be rebuilt, the proceeds shall be distributed in the manner provided in Article XI regarding casualty damage and destruction.

Section 10.9. Notice of Cancellation or Modification. The policy and/or policies required by Sections 10.1, 10.2, and 10.5 must provide that they cannot be cancelled or substantially modified, by any party, without at least thirty (30) days prior written notice to the Association.

Section 10.10. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors to ascertain whether the coverage contained in the policies are sufficient for the upcoming year, whether any necessary repairs or replacements of the property which occurred in the preceding year were covered by insurance, and that all possible insurance claims have been filed.

Section 10.11. Deductibles. No insurance policy applicable to either fire or extended coverage shall contain a deductible clause which exceeds the greater of:

- A. \$500.00; and

B. One percent (1%) of the face amount of the policy.

If any Owner, who by negligent or willful act, causes damage to the Common Area or other Properties which are insured as a Common Expense, then such Owner shall bear the whole cost of the deductible required to the blanket insurance policy for the Association on the Common Area and other such Properties. An Owner shall be responsible for any action of members of his family, his tenants or his guests which cause damage to Common Areas or other Properties.

Section 10.12. Directors' and Officers' Liability Insurance. The Association shall maintain adequate liability coverage to protect against any negligent act upon the part of the Directors or Officers of the Association.

Section 10.13. Waivers. All such policies of insurance shall contain waivers of subrogation and waivers of any defense based on any invalidity arising out of the acts as a Member of the Association.

ARTICLE XI.

CASUALTY

Section 11.1. Association as Agent and Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association as their true and lawful agent and attorney in face in their name, place and stead for the purposes of dealing with the Common Area upon its damage, destruction, obsolescence and/or condemnation as hereinafter provided. Acceptance by and grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Association as agent and attorney in fact as herein provided.

Section 11.2. General Authority of Association. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and construction of the Common Area Improvements as used in this Article means restoring the Properties to substantially the same condition in which it existed prior to damage. The proceeds of any insurance collected shall be used by the Association for the purpose of the repair or reconstruction unless Owners, to which at least 67% of the votes are allocated agree not to be rebuild in accordance with the provisions set forth hereinafter.

Section 11.3. Notices and Cost Estimates. As soon as practical after an event causing damage to, or destruction of any part of the Common Area, the Association shall immediately obtain estimates that it deems reliable of the cost of repair or reconstruction of that part of the Properties damaged or destroyed.

Section 11.4. Insurance Proceeds Sufficient to Repair. In the event that proceeds from insurance coverage are sufficient to cover the cost of repair or construction after a casualty pursuant to the estimate of costs

obtained by the Association, then such repair or reconstruction shall be promptly performed by the Association as attorney in fact for the Owners pursuant to this Article.

Section 11.5. Insurance Proceeds Insufficient to Repair. If the insurance proceeds are insufficient to repair or reconstruct the damage or destroyed Common Area or Common Area Improvements, such damage shall be required as promptly as possible by the Association and any costs of such repair or reconstruction in excess of insurance proceeds available shall be assessed against all Owners as a Common Expense pursuant to Article VII.

ARTICLE XII.

CONDEMNATION

Section 12.1. Consequences of Condemnation. If at any time during the continuance of the Ownership pursuant to this Master Declaration, all or any part of the Common Areas shall be taken, or condemned by any public authority, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the provisions of this Article XII shall apply.

Section 12.2. Proceeds and Notice. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the “**Condemnation Award**” shall be payable to the Association; provided, however, that the Association shall provide timely notice of such condemnation proceeding or condemning authority acquisition to all Owners.

ARTICLE XIII.

A. RESERVED

ARTICLE XIV.

REVOCATION OR AMENDMENT OF DECLARATION

Section 14.1. Revocation. Except as provided specifically elsewhere herein, this Master Declaration shall not be revoked unless the Owners of Lots to which 67% of the votes consent and agree to such revocation by instrument(s) duly recorded.

Section 14.2. Duration and Amendment. The covenants and restrictions of this Master Declaration shall run with the land and bind the Properties for a term of forty (40) years from the date this Master Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Master Declaration may only be amended in a written instrument, signed by the President of the Association and

recorded in the public record of the County Clerk and Recorder's Office. No amendment to this Master Declaration will be valid or binding on any Lot or any Owner unless all of the following are met:

- (i) All Owners are given written notice of the proposed amendment and a complete and accurate copy of the proposed amendment language as proposed;
- (ii) At least 67% of the Owners (including properly designated proxies thereof) approve of such proposed amendment in writing to the Secretary of the Association (which may be evidenced by voting documents issued by the Association) USPS postmarked, hand delivered, or otherwise sent to the Secretary by email (and verified within 5 days via USPS or hand delivery), within the time period set forth in the notice set forth in (i) above (which period shall not be less than thirty (30) days of the date of issuance of the notice set forth in (i) above).

The Secretary of the Association shall (a) confirm the validity of all votes cast, (b) tally the results all votes timely received and (c) shall, within ten (10) days of the expiration of time period set forth in 14.2(ii) above, issue written notice to all Owners of the results of such votes, including the tally of the Owners in favor and opposed to the amendment ("**Tally and Notice Period**"). Subject to Section 14.2(i) and (ii) above, the President of the Association shall sign all amendments to this Master Declaration and shall cause such amendments to be properly recorded at the County Clerk and Recorder's office within twenty (20) days of the expiration of the Tally and Notice Period.

ARTICLE XV.

MISCELLANEOUS PROVISIONS

Section 15.1. Mailing Address. All notices, demands and statements issued by the Association shall be sent by regular United States Mail, postage prepaid, addressed in the name of the Owner to the mailing address of such Owner's Lot.

Section 15.2. Compliance with Provisions. Each Owner shall comply strictly with the provisions of this Master Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations, resolutions, and contracts of the Association as the same may from time to time be in force and affect. Failure to comply with any of the same shall be grounds for an action to recover sums due for damage or injunctive relief or both, together with reasonable attorney fees, court costs, and injunction bond premiums, if any, maintainable by the Board of Directors or by any Owner.

Section 15.3. Severability. If any of the provisions of this Master Declaration or any paragraph, sentence, clause, phrase, word or section or the application thereof in any circumstances it invalidated, such invalidity shall

not affect the validity of the remainder of this Master Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase, words, or section in any other circumstances shall not be affected thereby.

Section 15.4. Terminology. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural and the singular; and the use of any gender shall include all genders.

Section 15.5. State Law. The provisions of this Master Declaration shall be subject to and supplemental to all laws of the State of Colorado.

Section 15.6. Case of Conflict. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; in case of any conflict between this Master Declaration and the By-Laws, the Master Declaration shall control; and in the case of any conflict between the Articles and this Declaration, this Master Declaration shall control; and in the case of any conflict between the Articles and this Master Declaration, this Master Declaration shall control.

AMENDED AND RESTATED this _____ day of _____, 2018.

Huntington Pines Homeowners Association, Inc.

The undersigned President of the Huntington Pines Association, Inc., certifies the Association has obtained written approval of this Declaration from at least 67% of the Members entitled vote. The foregoing sets forth the full text of the amendments made and as fully restated.

ATTEST:

By: _____

Lynn E. Haass

Title: *President of Huntington Pines HOA*

STATE OF COLORADO

COUNTY OF Denver

The above and foregoing Master Declaration of Covenants, Conditions and Restrictions for Huntington Pines was subscribed and sworn to before this me this 12th day of July, 2018, by Lynn E. Haass, as President of Huntington Pines.

Witness my hand and official seal.

**DANIELLE A BYRNES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134012379
MY COMMISSION EXPIRES 04/01/2021**

My commission expires: 04/01/2021

Danielle A. Byrnes
NOTARY PUBLIC

June 17, 2018

To: Huntington Pines HOA Board
From: Didi Zeichner
Subject: Certification of the results of the Vote for 2018 Master
Declarations Revision for Huntington Pines

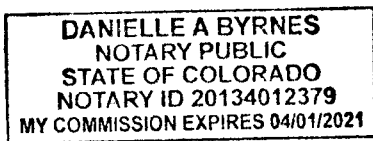
The resolution to adopt the 2018 revision of the Master Declarations for the HOA has been passed by the membership.

The minimum number of membership votes required to make a change in the current Master Declaration is 30 (67%) out of 44.

As of June 15, 2018, the last day of the voting period the results of the vote were the following:

Total ballots returned out of 44 members = 37

Total members voting in favor of revision = 36



Lynn E. Haass
Danielle A. Byrnes
Notary

Lynn E Haass
06-17-2018

ATTEST:

By: _____

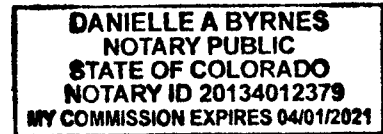
Title: _____

STATE OF COLORADO

COUNTY OF Denver

The above and foregoing Master Declaration of Covenants, Conditions and Restrictions for Huntington Pines was subscribed and sworn to before me this 12th day of July, 2018, by Lynn E. Haass, as President of Huntington Pines.

Witness my hand and official seal.



My commission expires: 04/01/2021

Danielle A. Byrnes
NOTARY PUBLIC

The undersigned mortgagee hereby ratifies and approves this Declaration and agrees that its interest in the Property shall be and is subject to the terms and provisions hereof.

ATTEST: _____

Title: _____
By: _____
Title: _____
X _____
X _____