

**2016 AMENDMENT
TO THE
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CANTERBURY HOMEOWNERS ASSOCIATION**

THIS 2016 AMENDMENT is made effective on the day on which it is recorded by Canterbury Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association").

RECITALS

- A. Declarant, Arthur J. Pamas and J.C. Albertson & Co., Inc., submitted certain real property to the Restated Declaration of Covenants, Conditions and Restrictions of Canterbury Townhomes, as recorded in the real property records of El Paso County, Colorado at Reception No. 00719507, Book 3373, Page 400 on November 10, 1980, (the "Declaration"). The term "Declaration" shall include the Prior Amendments described below.
- B. The Declaration was amended by amendments recorded on June 28, 1982 in Book 3580 at Page 620 and on April 6, 1983 in Book 3700 at Page 960 (the "Prior Amendments"). In addition, an amendment entitled "Limited Amendment" was recorded on March 11, 2011 in Reception No. 211025126 (the "Limited Amendment").
- C. Article X, Section 5 of the Declaration provides that the Declaration may be amended by a written instrument signed by not less than seventy-five percent (75%) of the Members. Pursuant to C.R.S. Section 38-33.3-217, any Member approval percentage requirement over sixty-seven percent (67%) is declared void as contrary to public policy and is deemed to be reduced to require approval of sixty-seven percent (67%) of the Owners.
- D. The Members of the Association desire to amend the Declaration to clarify the maintenance responsibilities of the Association and the Owners as set forth below.
- E. Members holding at least sixty-seven percent (67%) of the total Association vote have approved this amendment to the Declaration as set forth below:

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Repeal of Limited Amendment. The Limited Amendment is hereby repealed, terminated, replaced and superseded hereby and declared to be null and void and of no further effect upon the recording of this 2016 Amendment.
2. Owner Maintenance. Section 5 of Article VI of the Declaration is hereby repealed and replaced with the following:

“Owner Maintenance. Except as provided in Sections 1 and 2 of this Article, the Owner shall be responsible for all other maintenance, repairs and replacement, including without limitation, all maintenance, repair and replacement of the interior of the Owner’s Lot and Townhome, any fixtures, furnishings, equipment and appliances located thereon, the air conditioning condensers and apparatus, and any patio. All utilities, fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of such Lot shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor allow any work that will impair any easement or utility service, nor do any act nor allow any condition to exist which will adversely affect the use and enjoyment of the other Lots or the provision of utility services to such Lots. In addition, the Owner shall be responsible for the following maintenance, repairs and replacement:

5.1. Roof and Siding Penetrations

Anything installed on Townhomes by the Owners and approved by the Architectural Control Committee, i.e., vent, skylight, solar panel, and satellite dish, is the responsibility of the Owner including appropriate annual maintenance, and any damage from that installation or the item’s existence in that place is the responsibility of the Owner.

5.2. Skylights

Owners are responsible for installation and annual maintenance of skylights including frames and flashing and for any leaks and damages until the first re-roofing after installation. Then the Association is responsible for the flashing and any damages attributed to the flashing, and the Owner is responsible for maintenance of the skylight itself and its frame and any damages attributed to the skylight itself and its frame. Installation requires Architectural Control Committee approval.

5.3. Windows

Owners are responsible for the interior repair and the replacement of windows; this includes glass, window frames, trim, and window sills. The Association is responsible for the exterior maintenance of the windows, to include repair of trim and exterior sills and painting, if appropriate. Replacement of windows requires Architectural Control Committee approval.

5.4. Doors

Owners are responsible for maintenance, repair, and replacement of all thresholds and doors. At the time of replacement, the initial painting is the Owner's responsibility, after which the Association will maintain the exterior paint. Replacement and painting of doors requires Architectural Control Committee approval.

5.5. Garage Doors

Owners are responsible for all repairs to and replacement of garage door. At the time of replacement, the initial painting is the Owner's responsibility. Then the Association will paint garage doors as needed. Trim around garage door is the Association's responsibility. Replacement requires Architectural Control Committee approval.

5.6. Decks and Patios

Owners are responsible for all maintenance and replacement of patios and back decks. Replacement and painting/staining require Architectural Control Committee approval."

3. Association Maintenance. Section 1 of Article VI of the Declaration is hereby repealed and replaced with the following:

"Association Maintenance. In addition to maintenance upon the Common Area, but except as provided in Section 5 of Article VI, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building siding, trees, shrubs, grass, walks and any other exterior improvements as determined by the Association's Board of Directors which may set the standards and rules for maintenance in its reasonable discretion. Such exterior maintenance shall include, without limitation, the maintenance, repair and replacement of all decks in Phase 1, including without limitation, the front deck

support pillars and joists of the decks in Phase 1. Phase 1 decks are from 4960-5032 only.

Such exterior maintenance shall not include items included in Owner Maintenance under Section 5 hereof, or caused by the Owner, the Owner's tenants, family, contractors or guests. Such maintenance shall not include any loss, damage or destruction covered by or paid for by the insurance described in Section 3 of Article VIII, except to the extent that the Association receives insurance proceeds."

4. Additional Maintenance Provisions. The following shall be added to the Declaration as Section 6 of Article VI:

"Additional Maintenance Provisions. Notwithstanding any contrary provision of this Declaration, the following maintenance provisions shall apply:

(a) Any maintenance shall be performed consistent with the standard established by the Board of Directors. The Board may adopt rules to define any term in Section 5 and Section 1 of Article VI, or to interpret or establish any maintenance obligations or standards herein, including without limitation, the definition and interpretation of "exterior building surfaces" and such rule(s) shall be final, conclusive and binding upon all Owners or other persons, but such rule(s) may be subsequently amended, modified or repealed by the Board.

(b) If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

(c) If the Board determines that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or their family, guests, contractors, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair or replacement against such Owner and that Owner's Lot, and such cost shall become the personal obligation of the Owner, a lien against the Lot, and shall be collected as provided for herein for the collection of assessments.

(d) The Association shall repair incidental damage to any Lot resulting from performance of work that is the responsibility of the Association. The Association shall not be liable for injury or damage to person or property caused

