

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS IN
EAST TWIN LAKES ESTATES OWNERS ASSOCIATION
Effective July 9, 2016**

The following amendment and restatement of the Declaration of Protective Covenants, Benefits, and Restrictions in East Twin Lakes Home and Property Owners Association, hereafter referred to as the East Twin Lakes Estates Owners Association (ETLOA), originally recorded in Lake County on July 28, 1998 (R317503) and subsequently amended on March 3, 2007 and recorded in Lake County February 15, 2008 (R348457) is approved to address the following:

- Compliance with the Colorado Common Interest Ownership Act (CCIOA), dated July 1, 1992, with amendments
- Termination of the period of original declarant control, as acknowledged by Dennis O'Neill on October 26, 2011, and transfer of authority to the Association Board of Directors
- Transfer by sale of all Properties to individual Owners
- Increased building activity and resident population
- Owner feedback on existing Covenants

This amendment and restatement was approved by 67% majority of the voting ETLOA members at the 2016 General Membership meeting on July 9, 2016.

**ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION, PURPOSE, MEMBERS, AND VOTING**

Owners of Property generally described below in considerations of the mutual promises herein contained covenant agree by and between themselves that the Property owned by the members of these covenants have become members of East Twin Lakes Estates Owners Association (hereinafter "ETLOA" or "The Association"). Membership shall therein after be conveyed, transferred, occupied and sold subject to the benefits, conditions, covenants, reservations, and restrictions as set forth in the various clauses of this Declaration as amended from time to time by a 67% majority of the members entitled to vote at a General Membership meeting.

1.1. Purpose of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. The Association shall be the primary entity responsible for communicating the content of this Declaration and such reasonable rules regulating use of the Properties as the Board or the membership may adopt. The Association shall also be responsible for administering and promoting the architectural standards and controls set forth in this Declaration and in the Architectural Guidelines. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles and the laws of the State of Colorado.

1.2. Membership. Every Owner shall be a Member of the Association. Owner is defined as one or more persons who hold the record title to any Property or lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Property is sold under a

recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. There shall be only one membership per individual Property. If more than one Person owns a Property, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting.

The Properties of the members that share in the risks and rewards of the East Twin Lakes Estates Owners Association are generally described as follows:

Section 13, west of U.S. Highway 24; Section 14; Portions of Section 15; Portions of Section 23, north of Colorado State Highway No. 82; Section 24, north of Colorado State Highway No. 82 and west of U.S. Highway No. 24.

For the purpose of these covenants, the above-described Property may hereafter be collectively referred to as a portion of the greater "East Twin Lakes Community".

Members are subject to the conditions, covenants, restrictions and reservations herein declared for the following purposes:

- (1) to protect the Owners or real Property located in the East Twin Lakes Community, against improper use of adjacent and surrounding tracts of real Property as will depreciate the value of their Property;
- (2) to preserve as far as practicable, the natural beauty, aesthetic value, and scenic views of each and every tract of such Property;
- (3) to prevent the building of structures or altering of geomorphology that would unnecessarily limit future development on other tracts, cause damage on other tracts or common areas, or conflict with the values listed in (2) above;
- (4) and to provide for quality of improvements on all tracts of said Property to protect the natural setting and to minimize negative impacts to areas of mutual interest, such as roadways.

1.3. Voting. The Association shall have one class of voting membership composed of all Owners. Each Owner shall have one equal vote for each Property in which it holds the interest required for membership; provided, there shall be only one vote per Property and no vote shall be exercised for any Property which is exempt from assessment. In any situation where an Owner is entitled personally to exercise the vote for his Property and there is more than one Owner of such Property, the vote for such Property shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Property's vote shall be suspended if more than one Person seeks to exercise it. Members that are entitled to vote are those whose accrued and/or current dues are paid in full 30 days prior to date of casting their vote.

1.4. Annexation with Approval of Membership. The Association may annex any real Property to the provisions of this Declaration with the consent of the Owner of such Property and the affirmative vote of Voting Members representing 67% of the total votes in the Association. Such annexation shall be accomplished by filing a Supplemental Declaration describing the Property being annexed in the Public

Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association and by the Owner of the annexed Property. Any such annexation shall be effective upon filing unless otherwise provided therein. Any Supplemental Declaration under this Section shall comply with the requirements of Colorado Revised Statutes.

ARTICLE II

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

2.1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, equipment, and other personal Property of the Association used in connection with the Common Areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to this Declaration and the Bylaws and consistent with the Architectural Guidelines. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration; the cost of which shall be a Common Expense.

2.2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire and hold tangible and intangible personal Property and real Property. The Association, through action of its Board, may dispose of tangible and intangible personal Property, and real Property, subject to the limitations of Colorado statutes.

2.3. Adoption of Policies and Administration.

(a) Adoption of Policies. The Association, through the Board, may adopt policies, procedures, rules, regulations, or guidelines governing the use of the Properties, consistent with the rights and duties established by this Declaration and the Bylaws. Such policies shall be applicable to all Owners, occupants, invitees, and licensees. Policies may be overruled, cancelled, or modified in a general or special membership meeting of the Association consistent with the Bylaws.

(b) Administration. The Association will seek to find compromise and compliance with published policies, but in egregious circumstances may impose sanctions for violations of this Declaration, in accordance with procedures set forth in the Bylaws and adopted policies, including reasonable monetary fines and suspension of the right to vote. In any action to administer the provisions of this Declaration, adopted policies, adopted rules, and adopted regulations, if the Association prevails it shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may permit Lake County to enforce ordinances on the Properties for the benefit of the Association and its Members.

2.4. Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

2.5. Indemnification. The Association shall indemnify, defend and forever hold harmless every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify, defend, and forever hold harmless shall be limited to those actions including, without limitation, any and all claims for personal injury, death, or Property damage, for which liability is limited under this Section and Colorado law.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify, defend, and forever hold harmless each such officer, director and committee member from all liability to others because of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled.

ARTICLE III **MAINTENANCE**

3.1. Association's Responsibility.

(a) The Association shall reasonably maintain and keep in good repair the Area of Common Responsibility. The Area of Common Responsibility includes property owned by the Association and improvements within rights-of-way or easements per approved plat or agreement with Lake County. The area shall include, but need not be limited to:

(1) all landscaping, parks, ditches and gullies, signage, pathways/trails, situated upon the Common Area;

(2) drainage system for the Properties. The Association's responsibility shall include inlets, pipes, culverts, channels, ditches, hydraulic structures, and drainage easements located within the Area of Common Responsibility. The employees of Lake County, Colorado, are granted a nonexclusive

easement and shall have the right to enter such portions of the Properties as may be necessary to inspect, maintain and operate county owned drainage components.

(b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Voting Members representing 67% of the voting members represented at a general association meeting agree to discontinue such operation.

(c) Except as otherwise specified herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Properties as part of the annual assessment, without prejudice to the right of the Association to seek reimbursement from the Owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof.

3.2. Owner Responsibility. Each Owner shall maintain his or her Property and all structures, parking areas, and other improvements comprising the Property in a manner consistent with all applicable covenants and Architectural Guidelines, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Property and the Owner.

The Association shall afford the Owner reasonable notice and an opportunity to cure the problem before taking other action.

3.3. Standard of Performance. Unless otherwise specified herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with all applicable covenants and Architectural Guidelines. The Association and/or an Owner shall not be liable for any damage or injury occurring on, or arising out of the condition of, Property which it does not own, except to the extent that it has been negligent in the performance of its maintenance responsibilities.

ARTICLE IV

INSURANCE

4.1. Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the insurances in compliance with the Bylaws, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available.

4.2. Owner Insurance. By virtue of taking title to a Property, each Owner covenants and agrees with all other Owners and with the Association to carry Property insurance for the full replacement cost of all insurable improvements on his or her Property, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Property, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved. Alternatively, the Owner shall clear the Property of all debris and ruins and maintain the Property in a neat and attractive, landscaped condition. The Owner shall pay any costs, which are not covered by insurance proceeds.

ARTICLE V

RESIDENTIAL USES

5.1. Land Use and Building Type. All lots and tracts in the community area shall be private single-family residential. No mobile home (single-wide or double-wide manufactured), substantially damaged dwelling, shack, or basement of unfinished house shall be used as permanent residence on any residential lots or tracts. Pre-fabricated or modular dwellings shall be subject to the same architectural standards as custom and semi-custom dwellings. All structures erected, altered, or placed on any lot or tract shall comply with Architectural Guidelines unless otherwise approved by the AAG.

5.2. Commercial Activities. Renting, leasing, bed and breakfast service, and other non-disruptive guest housing activities in compliance with Lake County regulations are permitted. Home-based commercial activity carried on or within any tract or dwelling Property is permitted provided that it does not create a nuisance to other Owners and is in compliance with these covenants and Lake County regulations. Activities that emit foul or obnoxious odors outside the Property, create noise or other conditions which tend to disturb the peace and quiet, and create safety hazards of the occupants and invitees of other Properties, or violate other provisions of this declaration are prohibited.

ARTICLE VI

BUILDING RESTRICTIONS

6.1. Preservation of Natural Scenic Values and Utilities. Owners shall make reasonable efforts to preserve the privacy and aesthetic value of their properties after construction, with attention to the impact on surrounding tracts. Tree trimming or tree removal to maintain a fire defensible space is allowed. Above ground electrical, telephone, or other transmission lines or their supporting poles or structures are not allowed.

6.2. Excavation. All driveway excavations shall not change the width or grade of existing roads, shall not interfere with road drainage, shall require a minimum of 18-inch diameter culverts in driveways along roadside swales, and shall not obstruct existing road traffic by parking on driveway. All excavations shall include best management practices per guidance of the Colorado Department of Public Health & Environment, Water Quality Control Division, or as reassigned, to minimize erosion. Owners shall consult the Association for acceptance of their proposed plan prior to construction. Any Owner's excavation that is unsightly in relation to natural scenic values or that impacts roads or Properties of others will be deemed in violation of these covenants.

6.3. Retaining Walls. Retaining walls not a part of a permanent building should be less than 4-feet high per tier.

6.4. Landscaping. Existing landscaping disturbed by construction shall be restored to a natural pre-construction condition within 1 year of building completion as determined by the certificate of occupancy. Disturbed areas shall be maintained in compliance with the CDPS General Permit for Stormwater Discharges Associated with Construction Activity. Planting of Colorado's noxious weed species is prohibited and owners should make reasonable efforts to mitigate noxious weeds that emerge in response to soil disturbance from excavation.

6.5. Building Heights and Setbacks. Maximum building heights shall be in compliance with the Lake County land development code which requires that the maximum peak of a structure shall not exceed 35 feet above the average natural grade that existed before construction. The minimum building setbacks from roadway frontage and side lots shall be in accordance with the Lake County land development code and the recorded plat, whichever is greater. Any variance request because of unusual tract topography or special conditions shall be approved by the Association prior to submission of Owner's variance application to the Lake County Building Department.

6.6. Accessory Buildings. Conditions of a lot may, in some cases, provide the opportunity of detached structures. Accessory buildings shall be in compliance with the Lake County land development code. The minimum setbacks from property lines for buildings shall apply to accessory buildings. Any variance request because of unusual tract topography or special conditions shall be approved by the Association prior to submission of Owner's variance application to the Lake County Building Department.

6.7. Campers and Trailers. Use of campers and trailers shall be in compliance with the Lake County land development code. Trailers used to support permitted home construction during progress of erection shall at all times be readily moveable. Seasonal campers and trailers shall be maintained with a neat appearance and not be in need of substantial repair or be abandoned. Areas around campers and trailers shall be kept clear of overgrowth. Year-round occupancy or storage of campers or trailers on unimproved ETLOA properties is not allowed.

6.8. Antennas and roof projections, satellite dishes. Exterior antennas, microwave transmitting equipment, and satellite dishes exceeding 39 inches in diameter are not permitted without the prior approval of the Association. Small satellite dishes used for telephone, internet, and television communications should be installed as unobtrusively as possible while still achieving proper reception.

6.9. Alternative Energy Structures. Structures designed to provide alternative energy sources shall meet the Lake County land development code. Structures that create noise or other conditions that tend to disturb the peace and quiet and/or scenic views of the occupants and invitees of other Properties, or violate other provisions of this declaration are prohibited.

6.10. Fences. Exclusion fences may not be used to establish boundary lines, and may only enclose a portion of the lot, such as may be needed to enclose a child's play area, contain animals, or enclose a garden. Exclusion fences should be near or connected to the main residence. Non-exclusion fencing shall be wildlife friendly and not create a hazard or barrier for wildlife.

ARTICLE VII

ARCHITECTURAL REVIEW AND PLAN APPROVAL

7.1. Architectural Review. The Architectural Advisory Group (AAG), designated by East Twin Lakes Estates Owners Association, will free of charge review an Owner's excavating and building plans for compliance with the building restrictions (Article VI) and Architectural Guidelines. The Board will make the Architectural Guidelines readily available and easily accessible. The AAG will implement the requirements of the building restrictions and Architectural Guidelines in a manner that provides direction while allowing for individual creativity and variety consistent with the natural environment, with the goal of assuring an interesting and pleasing residential mountain community. The AAG will provide suggestions as part of the review, and the AAG shall clearly differentiate suggestions and requirements for approval.

7.2. Requests for approval. All plans for excavation, building construction, major exterior modifications, and fence construction must be submitted to the Architectural Advisory Group for approval before work is commenced. Owners shall notify the AAG of their intentions to build, and arrange to submit construction plans for review.

7.3. Architectural Review Process. The Architectural Advisory Group will review submitted plans in light of the applicable Articles in the ETLOA Covenants and the Architectural Guidelines, and within 30 days of receipt will provide approval in writing. If the AAG find violations of ETLOA Covenants, a member of the AAG will be assigned to work with the Owner to communicate the exact nature of the violation and bring the plans into compliance. If deviations from the Architectural Guidelines are evident, the AAG may suggest or recommend changes to the plan. In the event that the AAG, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been received, approval will not be required and the related covenants herein requiring approval by the AAG shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

7.4. Variance. The Association, with recommendations from the Architectural Advisory Group, may authorize waivers from compliance with any of its restrictions and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Waivers from the Architectural Guidelines must first be requested and approved by the AAG, prior to a variance application to the Lake County Building Department.

7.5. Appeals. Appeals to the Architectural Advisory Group may be made in writing to the Association Board of Directors. If an appeal to the Board of Directors remains unsatisfactory to the

Owner, the Owner may request that the non-compliance items be voted on at a general or special membership meeting, and majority vote shall prevail.

ARTICLE VIII
LIVING ENVIRONMENT STANDARDS AND RULES

8.1. Quiet Enjoyment. Nothing shall be done or maintained on any part of a Property that creates noise, odor, or other conditions that tend to disturb the peace and quiet, or creates a safety hazard for occupants and invitees of other Properties. No activity shall be carried on upon any portion of the Properties, which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants and invitees of other Properties. Excessive noise, loud music, and frequently barking dogs are considered nuisances.

8.2. Trash and Refuse. Household trash, scrap materials, other refuse, or containers for these items shall be stored, accumulated, or deposited as to not be visible from any neighboring Property or street except during refuse collection.

8.3. Livestock and Poultry. Livestock and poultry shall be in compliance with the Lake County Development Code. Facilities to keep livestock and poultry shall not be located within the minimum building setback zone. Livestock and poultry facilities that emit foul or obnoxious odors outside the Property, create noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Properties, or violate other provisions of this declaration are prohibited.

8.4. Domestic Pets. Domestic dogs, cats, and other household pets may be kept provided that no commercial use is made of such animals. Owners of domestic pets shall not allow their pets to endanger persons or pets of other Property Owners. Adequate control of pets must be maintained. Dogs not fenced or leashed shall be required to be within the "positive control" of the Owner at all times, meaning that the dog is within the sight and earshot of an adult person on the Lot who is capable of summoning and controlling the dog.

8.5. Signs and Signage. Signs shall be in compliance with the Lake County Development Code. Permanent signs larger than 4 square feet shall be reviewed for approval by the AAG prior to installation. Signs containing offensive language are prohibited.

8.6. External Lighting. Lighting shall be in compliance with the Lake County Development Code. External lighting shall be positioned and shaded to prevent direct illumination of adjacent Properties and rights-of-way.

8.7. Exercise and Play Equipment. Play equipment, basketball backboards or similar items shall be maintained for safety and for a clean, neat appearance. Equipment shall not be installed within

minimum building setback zone. These items must be screened as much as reasonable from the street and nearby neighbors.

8.8. Outside Storage. Outside storage of inoperable or unlicensed motor vehicles is not allowed. Outside storage of salvage materials shall be screened and kept in a clean, neat appearance. Storage shall be managed so as not to create a health hazard, fire hazard, objectionable odors, or other nuisance. Items may not be stored within the building setback zone.

8.9. Discharge of Firearms and explosives. For mutual safety and in accordance with existing laws, firearms, fireworks, explosives or similar devices shall not be discharged on any tract. When explosives are used in connection with road or site and utility excavation the association must be notified 5 days in advance of the Owner's scope of work and plan for protecting the Property and health of others located on any of the residential tracts.

8.10. Outdoor burning. Regular burning of trash and refuse is not allowed within the East Twin Lakes community.

8.11. Wildfire mitigation. Tree trimming or tree removal to maintain a fire defensible space is allowed and encouraged.

ARTICLE IX

DISPUTES

9.1. Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Association and all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, in order to avoid the emotional and financial costs of litigation. The Association shall adopt and abide by procedures to address disputes between the Association and Owners.

ARTICLE X

TERMS AND VIOLATIONS

10.1. Terms of Covenants. Each of the covenants, conditions, restrictions, and reservations set forth herein shall run with and bind the land belonging to the members hereof and shall continue to be binding for a period of twenty five years, and automatically shall be continued thereafter for successive periods of ten years each, unless at the end of such twenty five-year period or any such ten-year periods, sixty seven percent (67%) of the landowners subscribing to these covenants, their successors, heirs, or assigns, shall execute and record a document repudiating these covenants and restrictions.

10.2. Amendment of Covenants. These covenants may be amended by a 67% majority vote of voting ETLOA members, including proxies, at a general membership meeting. If approved, amended covenants

shall be executed and acknowledged in writing for such purpose and filed in record in the office of the Clerk and Recorder of Lake County, Colorado.

10.3. Violation of Covenants. Owners shall be notified in writing of violation of any covenants. If the violation pertains to an improvement such as excavation or erection of a structure, the Owner will immediately terminate said activity and will be given 90 days to correct any activity in violation of these covenants.

10.4. Severability. Invalidation of any provision, in whole or in part, of this declaration or any application of a provision of this declaration by judgment or court order shall in no way affect other provisions.

10.5. Limitation of Liability. East Twin Lakes Estates Owners Association and its designated representatives shall not have any liability to any person or corporation by reason of its good faith actions taken hereunder. In performing its duties hereunder, the ETLOA and its designated representative shall be acting on behalf of all members, their successors, heirs or assigns and not as agent for East Twin Lakes Estates, Inc. or its agents who shall not have liability for their action or failure to act.

10.6. Complete Instrument. This instrument, as amended and restated, embodies the entire and complete agreement of the members who have subscribed to being parties to the East Twin Lakes Owners Association. No promise or undertaking has been made by any member, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein. All prior and contemporaneous covenants or deed restrictions between the members are integrated and merged into this instrument.

IN WITNESS WHEREOF, we, being all of the Directors of East Twin Lakes Estates Owners Association, have hereunto set our hands this 9th day of July, 2016.

Jeff Ashby

Bruce Hix

David Jurich