

**LIMITED AMENDMENT
TO THE
CONDOMINIUM DECLARATION
FOR
COLUMBINE TOWNHOUSES FIVE**

THIS AMENDMENT is made this ____ day of _____, 20____.

A. The original Declarant, Jefferson Construction Company, a Colorado Corporation, recorded that certain Condominium Declaration for Columbine Townhouses Five in the real property records of Jefferson County, Colorado at Reception No. 640486, then recorded the First Amended Condominium Declaration for Columbine Townhouses Five as recorded in the real property records of Jefferson County, Colorado at Reception No. 91007163 (collectively, the “Original Declaration”).

B. The Owners and the Association desire to amend certain provisions of the Original Declaration.

C. The Original Declaration provides for amendment in Section 18, which provides in pertinent part as follows:

This Declaration shall not be amended unless the owners representing an aggregate ownership interest of sixty percent, or more, of the general common elements in the project and sixty percent of the holders of recorded first mortgages or deeds of trust consent and agree to such amendment by instrument(s) duly recorded;

D. Owners representing at least 60% of the aggregate ownership and 60% of the holders of recorded first mortgagees or deeds of trust have consented and agreed to this Amendment. In the alternative, the Association has obtained a court order approving this Amendment in accordance with C.R.S. 38-33.3-217(7), or alternatively obtained mortgagee consent in accordance with C.R.S. 38-33.3-217(1)(b). Pursuant to Section 18 requirements, copies of consents to this proposed Amendment are hereby attached as Exhibit B.

E. As amended by this Amendment, the Original Declaration is referred to as the “Declaration”.

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

(a) **Deletion**. Sections 12(c) and 13 are hereby deleted in their entirety.

(b) Repeal and Restatement. Sections 15 and 16 are hereby deleted in their entirety and the following Sections 15 and 16 are substituted:

15. Owner's Maintenance Responsibility

Except as otherwise provided in this Declaration, each Owner shall have the obligation to maintain, repair, replace, and improve all items set forth in Exhibit A to this Amendment. Each Owner shall have the responsibility to:

- (a) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other persons in Units;
- (b) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible;
- (c) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment; and
- (d) An Owner shall be liable for all injuries or damages to person or property caused by or resulting from any component under the maintenance responsibility of the Owner, including but not limited to a leak or flow from a device, pipe, drain, conduit, appliance or equipment which the Owner is responsible to maintain pursuant to Exhibit A.

16. Association's Maintenance Responsibility

The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and improve those items set forth in Exhibit A to this Amendment.

(c) **Repeal and Restatement. Section 18 is hereby deleted in its entirety and the following Section 18 is substituted:**

18. Amendment

Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of 67% or more of the Common Elements and 51% of Eligible Mortgage Holders. "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a Unit that has submitted a written request for the Association to notify such holder of any proposed action requiring the consent of a specified percentage of Eligible Mortgage Holders, which request must contain its name, address, and the legal description and address of the Unit upon which it holds a security interest.

(d) **Repeal and Restatement. Section 20 is hereby deleted in its entirety and the following Section 20 is substituted:**

20. Insurance

Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Colorado Common Interest Ownership Act (C.R.S. 38-33.3-101 *et seq.*), which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Association Hazard Insurance on the Units and Common Elements.

- (a) The Association shall obtain and maintain hazard insurance covering full replacement cost, loss, damage or destruction by fire or other casualty to the Units and the Common Elements and the other property of the Association as set forth in Exhibit A to this Amendment.
- (b) If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (a) an Inflation guard endorsement, (b) a Construction Code endorsement, (c) a demolition cost endorsement, (d) a contingent liability from operation of building laws endorsement, (e) an increased cost of construction endorsement.
- (c) All blanket hazard insurance policies shall contain a standard non-contributory mortgage clause in favor of each holder of first lien security interests, and their successors and assigns, which shall

provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such holders of first lien security interests, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of Jefferson County, State of Colorado.

- (d) All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners, and their respective mortgagees, and all other persons entitled to occupy any Unit, as their interests may appear.
- (e) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.
- (f) The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs. Each Owner shall have the right to obtain additional coverage at his or her own expense.

Owners' Insurance Responsibilities.

Unit Owners are specifically responsible for maintaining insurance which covers their Units to the extent not covered by policies maintained by the Association, as set forth in Exhibit A of this Amendment. Owners are also responsible for general liability insurance within a Unit.

Deductibles

Whether the Board, in its discretion, chooses to submit a claim under the Association's insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

- (a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Elements unless the damage is the liability of an Owner, his family, guests, or invitees, as set forth in this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration. Any Owner who receives the proceeds of any Association insurance shall be responsible for the payment of the deductible in proportion to the percentage of insurance proceeds received. Such deductible shall be due within 10 days of notification and shall be considered a Common Expense Assessment

allocated directly to the Unit and shall be collected as provided in this Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to the Unit that would be the responsibility of the Owner in the absence of insurance unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible. If a negligent Owner fails to pay the deductible for damage to a Unit, the Association may, but shall not be obligated to seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of assessments.

General Terms of Insurance

- (a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.
- (b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.
- (c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least 30 days prior written notice to all of the Owners, holders of first lien security interests and the Association.
- (d) All liability insurance shall include the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.
- (e) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.
- (f) All policies of insurance may provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance

under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

- (g) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Units and the Common Elements, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance.

- (a) **Deletion. Section 26 is hereby deleted in its entirety.**

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

COLUMBINE TOWNHOMES FIVE ASSOCIATION,
INC., a Colorado nonprofit corporation

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Limited Amendment to the Declaration for Columbine Townhouses Five was acknowledged before me this _____ day of _____, 2014, by _____, as President, and _____, as Secretary of the Columbine Townhomes Five Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A

MAINTENANCE AND INSURANCE OBLIGATIONS

■A■ = Association obligation

■O■ = Owner obligation

■NA■ = not applicable

The term ■maintenance■ includes repair and replacement unless otherwise noted on the Chart.

	MAINTENANCE	INSURANCE
BUILDING EXTERIORS		
Residence-structure, including foundation, columns, girders, beams and supports	A	A
Siding, sheathing, wrap, brick, trim, molding, and other exterior facade surfaces	A	A
Exterior stoops, steps, and concrete surfaces	A	A
Gutters and downspouts	A	A
Porches, patios, and balconies (other than regular painting)	A	A
Porches, patios, and balconies – painting only	A	N/A
Roof shingles and roof underlay	A	A
Chimneys and chimney caps	A	A
Window screens	O	A
Interior glass surfaces—cleaning	O	N/A
Glass--repair and replacement	O	A
Window panes and frames--painting and staining	O	N/A
Window panes and frames--maintenance, repair, and replacement	O	A
Window trim and caulking	A	A
Exterior unit doors and garage doors – painting and staining	A	N/A
Garage doors – maintenance and repair	A	A

	MAINTENANCE	INSURANCE
Garage door openers	O	O
Exterior unit doors including peep holes, doorknobs and lock mechanisms-- maintenance and repair (hallway doors)	O	A
Storm doors	O	A
Balcony/patio sliding glass doors	O	A
Exterior light fixtures	O	A
Exterior improvements installed by owners	O	O
UTILITIES		
Utilities <u>outside</u> Units and servicing more than one Unit: <ul style="list-style-type: none"> • Electrical and other wires • Water and sewer pipes • Cables • Circuit boxes • Water meters • Circuit breakers 	A	A
Utilities <u>outside</u> Units and servicing only one Unit: <ul style="list-style-type: none"> • Electrical and other wires • Water/sewer pipes • Cables • Circuit boxes • Water meters • Circuit breakers 	O	A

Utilities <u>inside</u> Units and servicing only that unit:	O	O
<ul style="list-style-type: none"> • Furnaces • Heating equipment • Thermostats • Ducts • Conduits • Water pipes • Electrical wiring • Electrical outlets • Telephone wiring • Telephone outlets • Light switches • Hot water equipment • Cable wiring • Circuit breakers 		
Air conditioners, including condensers and lines running from/to such equipment	O	O
RESIDENCE INTERIORS		
Furnishings, including all personal property such as furniture, electronics, jewelry, and clothing	O	O
Window coverings	O	O
Permanent fixtures including but not limited to:	O	O
<ul style="list-style-type: none"> • ceiling fans • hand rails • cabinets • countertops • bathtubs and showers • sinks • toilets 		
Appliances including:	O	O
<ul style="list-style-type: none"> • oven • range • refrigerator • dishwasher • washer/dryer • countertop microwave 		

Interior <u>non-perimeter</u> walls, floors, and ceilings, including finished and unfinished surfaces, doors, drywalls, studs, insulation, hardware, and other material lying within such walls, floors, and ceilings	O	O
Finished surfaces of <u>perimeter</u> walls and ceilings, including: <ul style="list-style-type: none"> • drywalls • paint • wallpaper • paneling • texture 	O	O
Finished surfaces of <u>perimeter</u> floors--including: <ul style="list-style-type: none"> • tile • vinyl • hardwood • carpeting 	O	O
Any components lying <u>between the perimeter drywalls and residence exterior</u> , including but not limited to: <ul style="list-style-type: none"> • insulation • girders • beams • pipes • wiring • plumbing 	A	A
Subflooring	A	A
GROUNDS		
Landscaping outside fenced in areas	A	A
Landscaping inside fenced in patio areas	O	O
Fences enclosing private patio areas	O	O
Irrigation system lying outside private patio areas	A	A
Irrigation lines within patio fenced-in areas	O	A
Private roads, drives, and sidewalks	A	A
Entry monument	A	A

Parking areas	A	A
OTHER		
Common elements existing in community and not otherwise listed	A	A
Any personal property of owners not otherwise listed	O	O
Any owner installed exterior/interior improvement not otherwise listed	O	O

EXHIBIT B

Owner Consents