

**AMENDMENT IN ITS ENTIRETY OF
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF CORONADO SUBDIVISION
HOMEOWNERS ASSOCIATION**

THIS AMENDED DECLARATION, made on the date hereinafter set forth by Raymond L. Quimby, Frank R. Castelli, individually and as general partner of Cranston Land Associates, a Rhode Island Limited Partnership, and Francis W. Doyle being the owners of at least ninety percent (90%) of the lots in Coronado Subdivision, Mesa County, Colorado.

RECITALS

1. Tri-R Construction, Inc. Executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions concerning Coronado Subdivision on November 12, 1982 in Book 1400 at Page 3 of the records of the Clerk and Recorder for Mesa County, Colorado (the "Declaration");
2. Pursuant to Article VI, Section 3, the Declaration permits amendment of its terms during the first twenty (20) years from the date the Declaration is recorded by an instrument signed by not less than ninety percent (90%) of the lot owners (as such term is defined in the Declaration):
3. The undersigned own at least ninety percent (90%) of the lots subject to the Declaration;
4. The undersigned desire to replace the Declaration in its entirety as herein

provided;

- 5. The real property affected by this Amendment in its Entirety of the Declaration of Covenants, Conditions and Restrictions of Coronado Subdivision Homeowners Association (hereinafter "Amended Declaration") is located in Mesa County, Colorado and is more particularly described as:

Coronado Subdivision,
 Block 1, Lots 1-15,
 Block 2, Lots 1-5,
 Block 3, Lots 1-8

Together with adjacent common area described
 As Parcel A and Parcel 3,
 Mesa County, Colorado.

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is hereby amended and restated in its entirety as follows and this Amendment in its entirety shall be applicable to the properties described herein and that all of the properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are there for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
 DEFINITIONS**

- 1. "Association" shall mean and refer to Coronado Homeowners Association, its successors and assigns.
- 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the

properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

- 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:
 - Parcel A and B,
Coronado Subdivision,
Mesa County, Colorado

- 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**ARTICLE II
PROPERTY RIGHTS**

- 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
 - a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

 - b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

- c) the right of the Association 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 effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.
2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

b) on July 1, 1983.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

1. Creation of the Lien and Personal Obligation of Assessments.
The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;
 - a) annual assessments or charges, and
 - b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
2. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.
3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per lot.

- a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
 - b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
4. Special Assessments. For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.
5. Notice and Quorum. For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and

the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

7. Date of Commencement of Annual Assessment.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, putting forth whether the assessment on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effects of Nonpayment of Assessment: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be

subordinate to the lien of any first mortgage. Sale or transfer of any affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter become due or from the lien thereof.

ARTICLE V EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VI INSURANCE

1. Casualty Insurance on Insurable Common Area.

The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal,

owned by the Association, against loss or damage by fire and such other hazards as the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall

be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all owners, adequate binder casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, or all of the Dwelling Units, including the structural portions and fixtures thereof, owned by such owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a Common Expense of the Association to be included in the regular Common Assessments of the owners, as levied by the Association. The insurance coverage with respect to the dwelling units shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the homeowners.

2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a

Reconstruction Assessment
against all lot owners to cover the
additional cost of repair or
replacement not covered by the
insurance proceeds, in addition to
any other Common Assessments
made against such lot owner. In
the event that the Association is
maintaining blanket casualty and
fire insurance on the dwelling
units, the Association shall repair
or replace the same from the
insurance proceeds available.

3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII GENERAL PROVISIONS

1. Enforcement. The Association, or any owner, shall have the right to

enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.
4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.
5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the owners of ninety percent (90%) of the lots in Coronado Subdivision, have hereunto set their hands and seals this 19th day of June, 1991.

OWNERS:

Raymond L. Quimby
Raymond L. Quimby

Frank R. Castelli
Frank R. Castelli, Individually and as General
Partner of Cranston Land Associates

Frances W. Doyle
Frances W. Doyle

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 19th day of June, 1991 by
Raymond L. Quimby.

Witness my hand and official seal.

My commission expires: August 13, 1993

Signed
NOTARY PUBLIC

STATE OF RHODE ISLAND)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 17th day of June, 1991 by

Frank R. Castelli.

Witness my hand and official seal.

My commission expires: _____

Signed
NOTARY PUBLIC

STATE OF RHODE ISLAND)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 2nd day of June, 1991 by Francis W. Doyle.

Witness my hand and official seal.

My commission expires: _____

Roseanne *M.* *De*
*Semone*_____

NOTARY PUBLIC-Roseanne M. De Semone