

**AMENDMENT**  
*to*  
**ARAPAHOE RIDGE TOWNHOUSE AREA**  
**(ARAPAHOE RIDGE FILING NO. 7)**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS**

This Amendment to Arapahoe Ridge Townhouse Area (Arapahoe Ridge Filing No. 7) Declaration of Covenants, Conditions, Restrictions and Easements (“Amendment”) is executed effective as of the \_\_\_ day of \_\_\_\_\_, 2014 (the date of the last signature below), by the below-described owners of certain lots and units located within Arapahoe Ridge Townhouse Association (“Owners”). Owners own at least 67% of all lots protected by the original Declaration of Covenants, Conditions, Restrictions and Easements (“Covenants”).

**RECITALS**

A. The Covenants were originally recorded on July 17, 1978 at Reception #289103 in the records of the Clerk and Recorder of Boulder County, Colorado.

B. Owners own at least 67% of all lots protected by the Covenants. Accordingly, pursuant to Article XIII, section 4 of the Covenants, Owners have the power and authority to amend the Covenants as provided herein.

C. Unless otherwise defined in this Amendment, capitalized terms within this document shall have the meaning as set forth in Article I of the original Covenants.

D. Owners desire to amend the Covenants as set forth in this Amendment, and do hereby amend the Covenants, as follows:

**AMENDMENT TO COVENANTS**

1. The following shall be added as Section 9 and Section 10 of Article 1 of the Covenants.

Section 9. Exterior. Exterior shall mean exterior facing unit elements, including building surfaces such as siding, roof shingles, roof underlayment, roof flashing, roof vents, gutters, downspouts and exterior paint. It shall include the concrete foundation, concrete half walls, and sewer, water or utility lines up to the city connection point. It shall also include surrounding exterior structures, specifically fencing, fence gates, Common Area as defined herein, trees in common areas (not in backyards), private drives, walkways and mailboxes. It shall not include studs, drywall, insulation, floors, windows, screens, doors, chimneys, patio decks, deck steps, outside faucets, patios, backyard plantings and improved car port garage walls.

Section 10. Interior. Interior shall mean everything inward from the Exterior siding, including party walls (as defined in Article V of the original Covenants), studs, drywall, floors, insulation, windows, screens, doors, electrical, telecommunication utilities, plumbing, fixtures, cabinetry, all interior improvements, patio decks, deck steps, outside faucets, patios, backyard plantings and improved car port garage walls.

2. Article VIII is hereby deleted in its entirety, and is replaced with the following:

## Article VIII

### INSURANCE

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times, liability insurance for the common area hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Colorado with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the liability insurance shall:

- (a) provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees and agents;
- (b) provide that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of the Association, its officers, directors, employees and agents;
- (c) provide that the policy of insurance shall not be terminated, cancelled, or substantially modified without at least 30 days prior written notice to the Association; and
- (d) obtain such insurance coverage as the Association deems consistent with good business practice and which shall be consistent with the requirements of any first mortgages. The cost and expense of all insurance obtained by the Association shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in this Declaration.

Section 2. Commercial General Liability Insurance. The Association shall obtain and maintain comprehensive commercial general liability insurance covering liabilities of the Association, its officers, directors, employees and agents, arising in connection with the ownership, existence, use, maintenance or management of the Common Area, and any other area the Association is required to restore, repair or maintain pursuant to this Declaration. The limits should be maintained at no less than mortgage lender requirements.

Section 3. Worker's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain worker's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 4. Insurance by Owners. Each Owner shall be responsible for obtaining property, hazard and liability insurance for each Owner's Lot and all improvements thereon, to cover the Interior, including flood insurance. In no event will the Association's insurance coverage insure the Interior, fixtures, garage walls or patio decking of any unit or lot.

Section 5. Fidelity Insurance. The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association, if such insurance is reasonably available. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount not less than two months' current assessments plus reserves, as calculated from the current budget of the Association; (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (ix) provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premiums) without at least 15 days written notice to the Association.

Section 6. Other Insurance. The Association shall maintain hazard insurance for the Exterior as defined in Article 1, Section 9 herein. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate, including but not limited to flood insurance, if reasonably available.

3. Section 1 and Section 3 of Article X are hereby deleted in their entirety, and replaced with the following:

### Article X

#### MAINTENANCE

Section 1. Association Maintenance. The Association shall maintain and manage the Common Area and other property surrounding the Exterior of Buildings located on Lots, including but not limited to the landscaping and parking areas. The Association shall also maintain and manage the Exterior of buildings erected on each Lot, and the funds to do so shall be provided by assessments against all Owners as otherwise set out herein. The Association shall maintain and repair all streets, driveways, sidewalks, walkways and bike paths not dedicated to public use and all utility service lines serving more than one Lot.

The lawn, grounds and shrubbery on individual lots, including private patio and lawn areas, shall be maintained by the Lot Owner. The Association may perform such other services (including, by way of example, and not exclusion) snow and trash removal and restoration and replacement of other areas, for the benefit of the property or of Owners and of Lots, as the Board of Directors may reasonably deem necessary or advisable.

The Association's obligation to maintain and repair the Exterior of all structures shall apply only to maintenance and repair of Exterior elements, to the same standard of the original 1978 construction (which included carports, not garages).

Nothing herein shall be construed as waiving any right of the Association to recover for damage or expense incurred by the Association as a result of the willful or negligent act of any Owner, his family, guests, invitees or lessees, or any other person.

Section 3. Owner Maintenance. Each Owner shall maintain, repair and restore all Interior improvements to his Lot, pursuant to Article VI in the original Covenants, including all Interior fixtures. The Association shall have no liability or responsibility for any such repair and maintenance.

4. The following shall be added as Section 7 and Section 8 of Article XIII of the Covenants:

Section 7. Precedence. In the case of a conflict between the Covenants and the bylaws, the Covenants prevail unless such Covenants are inconsistent with the applicable provisions of the Colorado Common Interest Ownership Act (the "Act"), in which case the terms of the Act shall control.

Section 8. Mediation. In the case of a dispute between an Owner and the Association, as represented by the Board of Directors, such dispute shall first be mediated utilizing a professional mediator to be chosen jointly by the parties. If such mediation does not result in a full resolution of the dispute, neither the Owner nor the Association waives the right to pursue arbitration or litigation of such dispute.

5. Except as amended by this Amendment, the Owners hereby ratify, confirm and approve the Covenants.

IN WITNESS WHEREOF, the Owners have executed this Amendment on the date set out below. This Amendment may be executed in counterparts.

by: \_\_\_\_\_  
Owner of 5401, Lot 26, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5405, Lot 27, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5411, Lot 28, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5421, Lot 29, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5435, Lot 30, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5441, Lot 31, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5451, Lot 32, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5465, Lot 33, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5475, Lot 34, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5481, Lot 35, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5471, Lot 36, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5461, Lot 37, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5455, Lot 38, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5445, Lot 39, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5431, Lot 40, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5425, Lot 41, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date

by: \_\_\_\_\_  
Owner of 5415, Lot 42, Block 1, Arapahoe Ridge 7, \_\_\_\_\_  
Date