

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
PORTAL ESTATES

A REPLAT OF BLOCK 5 TWIN LAKES 2nd FILING
COUNTY OF BOULDER, STATE OF COLORADO

THIS DECLARATION is made on the date hereinafter set forth by Starboard Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property situate in the County of Boulder, State of Colorado, to-wit:

Portal Estates, a replat of Block 5, Twin Lakes 2nd Filing, according to the recorded plat thereof, subdivision of a part of the Southwest Quarter of Section 11, Township 1 North, Range 70 West of the 6th P.M., County of Boulder, State of Colorado.

hereinafter referred to as "subject property", and whereas, Declarant desires and intends to sell the properties described above and to impose on said properties mutual beneficial covenants, conditions and restrictions under a general scheme of plan of improvement and development for the benefit of all the lands in the tract and the future owners of those lands.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are established 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

Section 1: "Association" shall mean and refer to Portal Estates Homeowners Association, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of or located within the boundaries of the Properties, including contract

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

Section 3: "Properties" shall mean and refer to that certain real property known as Portal Estates as hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 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:

Outlot 1, Portal Estates, a replat of Block 5, Twin Lakes 2nd Filing, County of Boulder, State of Colorado; except development rights conveyed to the County of Boulder in Deed of Development Rights dated the 7th day of December, 1979.

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

Section 6: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7: "Declarant" shall mean and refer to Starboard Partnership.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 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.

Section 2: The Association shall have one class of voting membership. Members shall be all Owners, and all Owners shall be Members, 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 Lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTSSection 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) 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 again which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's 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.

Section 2: Purpose of Assessments. The Assessments levied by the Association shall be used 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. Such assessments shall also be used for payment of taxes levied on the Common Area, and for liability insurance on the Common Area.

Section 3: Maximum Annual Assessment. Until January 1, 1981, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

(a) From and after January 1, 1981, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1981, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3rds) of the 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 less than, but not in excess of the maximum set forth above.

Section 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3rds) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for any Action Authorized Under Section 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 thirty (30) days nor more than sixty (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 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 sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate based on the maximum annual assessment for each Lot and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments: Due Dates. 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 calendar year which shall be the annual assessment period. Written notice of the

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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 setting forth whether the assessments on a specified Lot have been paid.

Section 8: Effect of Nonpayment of Assessments: Remedies of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum. A late charge of Five Dollars (\$5.00) shall be levied by the Association against any Owner who does not pay his regular monthly assessment by the 10th day of each month. 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.

Section 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 such Lot shall not 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 the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Colorado shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE IV

EASEMENTS

Easements for public utilities over and across the Common Area and individual lots shall be those shown upon the recorded plat of Portal Estates and such

other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions and Restrictions or as may hereinafter be granted over and across the Common Area by the Board of Directors of the Association.

ARTICLE V

GENERAL PROVISIONS

Section 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.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 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 the Owners of not less than eighty percent (80%) of the Lots and thereafter by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots. Any amendment must be recorded before it shall have any force and effect.

Section 4: Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of the Members entitled to cast two-thirds (2/3) of the votes.

Section 5: FHA/VA Approval. The following actions may require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties; dedication of Common Area; mortgaging the Common Area; and amendment of this Declaration of Covenants and Restrictions.

Section 6: Boulder County Approval. The following action may require the prior approval of the Boulder County Board of Commissioners; Annexation of additional properties, and sale, transfer or dedication of Common Area; and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VI

PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost or restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the

necessary protection against such elements.

Section 5: Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6: Exterior Maintenance. In the event an Owner of any Lot subject to this Article shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

Section 7: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of the Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be made by a majority of all the arbitrators.

ARTICLE VII

LANDSCAPE MAINTENANCE

Section 1: Those lots located within the subject property abutting Twin Lakes Road, Lots 14, 15, 16, 17, 18, 19 and 20, shall from and after the date hereof be responsible for maintaining the landscape buffer adjacent to said Twin Lakes Road. Each such lot herein described shall be responsible for maintaining that part of the landscape buffer that is adjacent to each of the lots herein described as located among Twin Lakes Road.

ARTICLE VIII

PARKING REQUIREMENTS

Section 1: From and after the date hereof, any carport constructed, erected and/or maintained on any of the subject property cannot be enclosed

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PLEASE RETURN DOCUMENTS TO:

BOULDER COUNTY LAND USE DEPARTMENT

P.O. BOX 471

13th & SPRUCE

BOULDER, COLORADO 80306



WHEN FINISHED

PLAT FOR "PORTAL ESTATES AND NINETEEN (19) PAGES OF ACCOMPANYING DOCUMENTS - PLEASE RECORD ALL DOCUMENTS AT RECEPTION NO. IMMEDIATELY FOLLOWING THE RECEIPT NO. OF THE PLAT. NOTE: PAGE #1 OF DOCUMENTS HAS BLANKS FOR FILING IN RECEPT. NO. OF PLAT.
Thank you, SARY SODDELL

\$4800 CHECK ATTACHED

For further information, please call 441-3930

THE FOLLOWING "DOCUMENT(S)" WAS RECORDED AS ONE AS PER LAND USE DEPARTMENT INSTRUCTIONS, IT HAS BEEN INDEXED AS A PROTECTIVE COVENANT, THE GRANTORS ARE STARBOARD PARTNERSHIP AND PORTAL ESTATES, THE GRANTEE IS PORTAL ESTATES,

