

**SUPPLEMENT TO ARCHITECTURAL REVIEW COMMITTEE
GUIDELINES AND PROCEDURES OF THE
TAMARRON ASSOCIATION OF CONDOMINIUM OWNERS, INC.**

**Improvements, Alterations or Additions Affecting
Units, Common Elements, or Limited Common Elements**

WHEREAS to the extent any improvement, alteration or addition by a Unit Owner affects, interferes with, or otherwise involves the Common Elements or Limited Common Elements of the Tamarron Condominium Owner's Association, Inc. (the "Association"), the Association desires to preserve the integrity of the common interests and property of the Association and its Owners.

WHEREAS the Board of Directors of the Association hereby adopts this Supplement for the purpose of providing additional procedures and restrictions concerning improvements, alterations and additions to Units, Common Elements, and Limited Common Elements as such are defined in the Association's Declaration and the Colorado Common Interest and Ownership Act.

NOW THEREFORE, the Board adopts the following procedures and restrictions as to the approval of improvements, alterations, or additions affecting the Units, Common Elements and Limited Common Elements of the Association.

1. Improvements, Alterations or Additions. No improvements, additions, alterations, or changing of the exterior color, configuration or facade constructed on any Unit, Common Element or Limited Common Element, shall be made except as recommended by the ARC and approved by the Board. Any such improvements, additions, or alterations shall be consistent with ARC guidelines and all applicable building rules and regulations of La Plata County. Any proposed improvements, alterations or additions to any Unit shall match the appearance, color, materials and overall architectural scheme of the other Units within the surrounding condominium complex.
2. Board Approval. The Board will receive the ARC's recommendation to approve or deny the Owner's request as provided for in the ARC guidelines. At a regular or special meeting of the Board, the ARC recommendation and all supplemental information and plans relating to the Owner request for improvements, alteration or additions (the Owner's Request) will be reviewed by the Board. The Board may approve, approve with conditions, or deny the Owner's Request no later than 15 days after such Board meeting.
3. Structural Integrity. In addition to compliance with the ARC submittal guidelines, any submittal for an improvement, addition or alteration shall include the opinion or report of a licensed engineer addressing the impact of said improvement, alteration or addition on the structural integrity of adjoining Units and the Common or Limited Common Elements of the Association.

4. Decks. The Board does not favor additions, alterations or improvements to decks. It is the opinion of the Board that the expansion of decks, the combining of decks, or the addition of structures upon or below decks, negatively impacts the privacy of adjoining Unit Owners; negatively affects the overall “look” of the condominium complex; and, in the case of expansion of a deck, constitutes a trespass upon, or “taking” of, the common areas of the Association. Unit Owners are free to submit proposals concerning decks; however, Unit Owners are advised that the Board is unlikely to approve such proposals unless the proposal is a part of common plan for remodel involving an entire condominium complex.

5. Responsibility for Damage. The Unit Owner causing the improvement, alteration or addition, shall be wholly responsible for any and all impairments or damages caused by their entry, access or other interference with the General Common Elements and Limited Common Elements of the Association, including without limitation, damage or impairment to utility lines or boxes, roads, access ways, building exteriors, roofs, windows and landscaping. The Board, in its discretion, may request that the Unit Owner pay to the Association a damage deposit in such amount as determined reasonable by the Board, to be held by the Board until the completion of the construction or installation of such improvement, addition, and alteration. In the event the Unit Owner fails to satisfactorily complete the installation, addition or alteration, the Board, in its discretion, may apply the deposit toward the repair, replacement or completion of the unfinished or unsatisfactory work.

6. Future Maintenance. The Unit Owner, and his or her successors and assigns, shall be responsible for all future maintenance, repair, replacement and removal of any improvements, alterations or additions which were caused by the Unit Owner, and the Association hereby grants and the Unit Owner shall have the right of access to maintain, repair and replace same. The Unit Owner shall be responsible for obtaining and maintaining insurance on any improvements, additions or alterations caused by the Unit Owner.

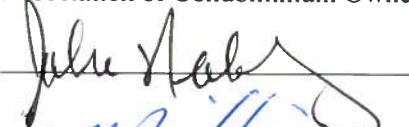

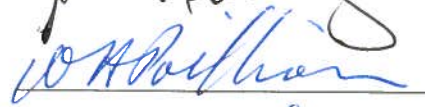

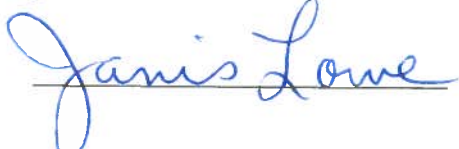
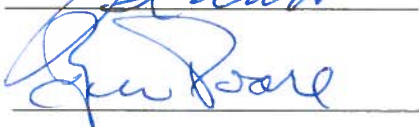
7. Completion of Construction. Insofar as an improvement, addition or alteration affects a Common or Limited Common Element of the Association, the Board may establish the period of time for completion for said improvement, addition or alteration. For example, if the improvement, addition or alteration is being done in connection with an Association remodel program for a condominium complex, the Board may require that the Unit Owner complete the improvement in according to the completion schedule for the remodel. In the event the Unit Owner fails to commence work within the period of time established by the Board, the Board may withdraw its approval and/or may impose a monetary penalty for the Unit Owner’s delay.

8. Owner Acknowledgment. In the event an Owner’s submittal for an improvement, alteration or addition is approved by the Board, the Owner shall execute an acknowledgment in the form attached hereto indicating the Owner’s acceptance of the terms described herein.

9. Good Standing. Notwithstanding anything to contrary contained herein, an Owner shall NOT be permitted by the Board to make improvements, alterations and/or additions to Units, Common Elements, and/or Limited Common Elements unless and until any

outstanding delinquencies (including regular and special assessments) owed by such Owner have been paid in full.

THIS SUPPLEMENT was adopted at the regular meeting of the Board of Directors on May 31, 2013 by an affirmative vote of more than 66 2/3rds of the Board of Directors for Tamarron Association of Condominium Owners, Inc.

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OWNER ACKNOWLEDGEMENT AND AGREEMENT
(For Use In Connection With
Approved Improvement, Alteration or Addition)

NAME OF UNIT OWNER: _____

UNIT NO. _____

DESCRIPTION OF PROJECT: _____

APPROVED BY THE BOARD ON THE DATE OF: _____

I AGREE TO COMPLETE THE PROJECT ON OR BEFORE THE DATE OF _____.

DEPOSIT OF \$ _____ **required** **not required.**

I agree that in connection with my completion of the above-described Project, I shall be wholly responsible for any and all impairments or damages caused by my entry, access, or other interference with the General Common Elements and Limited Common Elements of the Association or other Units, including without limitation, any damage or impairment to utility lines or boxes, roads, access ways, building exteriors, roofs, windows, and landscaping. If requested by the Board, I shall pay to the Association a damage deposit in such amount as determined reasonable by the Board, to be held by the Board until the completion of the construction or installation of my Project. In the event I fail to satisfactorily complete the Project, the Board, in its discretion, may apply the deposit toward the repair, replacement or completion of the unfinished or unsatisfactory work.

I agree that I, and any future owners of my Unit, shall be responsible for all maintenance, repair, replacement and removal of any improvements, alterations or additions which I have caused. Maintenance shall include snow removal, painting, staining, cleaning or otherwise repairing and keeping the improvements in good condition. In the event I request that the Association agrees to undertake maintenance or repair of an improvement made by me, I shall reimburse the Association the costs for such maintenance and repair. I further acknowledge that I shall be responsible for obtaining and maintaining insurance on any improvements, additions or alterations caused by me. I agree that I will disclose the terms of this Acknowledgement and Agreement to any future owners of my Unit as they shall be bound the terms hereof.

(signature) **Date:** _____

Printed Name: _____