

**SECOND AMENDED AND RESTATED  
DECLARATION OF THE COVENANTS AND RESTRICTIONS  
FOR THE CONDOMINIUMS AT TAMARRON**

**THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS** (this "Declaration") is made as of the effective date of September 6, 2019, by the undersigned, who is duly authorized to execute this document on behalf of the Tamarron Association of Condominium Owners, Inc. (the Association).

**RECITALS:**

A. The owners of Condominium Units at Tamarron desire to update and amend and restate that certain Amended and Restated Declaration of The Covenants Conditions and Restriction For The Condominiums At Tamarron recorded at Reception No. 993460 on April 2, 2009 in the office of the La Plata County Clerk and Recorder (the "2009 Declaration"). This Second Amended and Restated Declaration shall supersede and replace, in the entirety, the 2009 Declaration.

B. The real property and Condominium Units which are subject to and governed by this Declaration are described in Exhibit A attached hereto and incorporated herein and shall be collectively referred to herein as the Property. The Property and common interest community known as the Tamarron Association of Condominium Owners is governed by the Colorado Common Interest and Ownership Act, C.R.S. 38-33-101 et. seq. ("CCIOA" or "the Act").

C. The Owners, by a vote of not less than 67% of the Board of Directors and by not less than the affirmative vote of the Unit owners of Units to which 51% of the votes in the Association are allocated hereby adopt this Declaration.

**ARTICLE I  
DECLARATION AND ELECTION TO BE GOVERNED BY CCIOA**

1.1 Declaration. The Association and its Owners hereby declare that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and easements which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property.

1.2 Statement of Election. By virtue of the adoption of the 2009 Declaration, the Association and Owners elected to be governed by CCIOA pursuant to C.R.S. 38-33.3-118 and Property is subject to all the provisions of the Act.

## **ARTICLE II** **DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

2.1 ***“Allocated Interest”*** means the undivided interest in the Common Elements, share of Common Expenses, and votes in the Association allocated to each Unit. The Allocated Interests shall be determined as follows:

2.1.1 **Voting.** The aggregate number of votes for all Owners shall be the total number of Units in the Association as of the date of the calculation. Each Owner shall be allocated one vote for every Unit owned by an Owner.

2.1.2 **Share of Common Expenses.** The formulas used to establish a Unit Owner’s share in the Common Expenses of the Association shall be that method which has been historically used by the Board as shown in the formulas attached in the appendix hereto as Exhibit B.

2.1.3 **Undivided Interest in Common Elements.** Unless otherwise provided for in this Declaration, a Unit Owner’s undivided interest in the Common Elements shall be based upon a fraction, the numerator of which is the square footage within a Unit and the denominator of which is the total square footage of all Units in the Association as of the date of the calculation.

2.1.4 **Change in Number of Units.** If Units are added to or withdrawn from the Association, the Common Expense liability for each Unit and the voting rights shall be reallocated on the basis of the formulas set forth in Article 2.1.1 and 2.1.2 following the addition or withdrawal of such Units.

2.2 ***“Annual Assessment”*** means the Assessment levied pursuant to an annual budget.

2.3 ***“Articles”*** means the Articles of Incorporation for Tamarron Association of Condominium Owners, Inc., a Colorado nonprofit corporation, currently on file with the Colorado Secretary of State and any amendments that may be made to those Articles from time to time.

2.4 ***“Assessments”*** means the Annual, Special and Default Assessments levied pursuant to Article XI below. Assessments are also referred to as Common Expense Liability as defined under the Act.

2.5 ***“Association”*** means the Tamarron Condominium Owners Association, Inc. a Colorado nonprofit corporation and its successors and assigns.

2.6 ***“Association Documents”*** means this Declaration, the Articles of Incorporation, the Bylaws, the Architectural Design Guidelines, the Rules and Regulations, and any procedures or policies adopted under such documents by the Executive Board. All provisions of the Association Documents shall be given the same force and effect as if set forth in the Declaration.

2.7 ***“Bylaws”*** means the Second Amended and Restated Bylaws adopted by the Association on September 9, 2015, as amended from time to time.

2.8 ***“Clerk and Recorder”*** means the office of the Clerk and Recorder in the County of La Plata, State of Colorado.

2.9 ***“Common Elements”*** The Common Elements are owned by the Owners in undivided interests according to the Allocated Interests described in Article 2.1, and consist of General Common Elements and Limited Common Elements.

2.10 ***“Common Expenses”*** means (i) all expenses expressly declared to be Common Expenses by this Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) costs of utilities and services (including but not limited to, telephone, internet, water, electricity, gas, sewer, trash pick-up and disposal and recycling), which are provided to the Association and not individually metered or assessed to Units, landscaping maintenance, and other services which generally benefit and enhance the value and desirability of the TACO Community and which are provided by or on behalf of the Association; the administration, rents, and other costs associated with the any lease for services or facilities benefiting the Association; (iv) reasonable reserves for contingencies, replacements and other proper purposes as deemed appropriate by the Executive Board to meet anticipated costs and expenses (v) insurance premiums for the insurance carried under Article X; and (vi) all expenses lawfully determined to be Common Expenses by the Executive Board.

2.11 ***“Condominium”*** means any building in the TACO Community in which a portion of the real estate is designated for separate ownership and the remaining portion is designated for common ownership in undivided interests solely by the owners of said Units.

2.12 ***“Condominium Complex”*** means any of the following: Gamble Oak, Pine Cone, Sundowner Inn (the “Lodge”) and High Point as identified on Exhibit A herein.

2.13 ***“County”*** means the County of La Plata, State of Colorado.

2.14 ***“Declaration”*** means this Declaration and the Plats and any amendments and supplements to the foregoing.

2.15 ***“Eligible Mortgagee”*** means a First Mortgagee (as hereinafter defined) who (i) is also a bank, savings and loan association, insurance company, real estate

mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, and (ii) has notified the Association, in writing, of its name and address and that it holds the First Mortgage on one or more Units. The notice must include the Unit number and street address of the Unit on which it has security interest. This notice shall be deemed to include a request that the Eligible Mortgagee be given the information and afforded the rights described in Articles XVIII and XIX below.

2.16 "*Executive Board*" shall mean the governing board of the Association or the Board of Directors as it is referred to from time to time.

2.17 "*First Mortgage*" means any Mortgage, the priority of which is not subject to any monetary lien or encumbrances except liens for taxes or other liens that are given priority by statute.

2.18 "*First Mortgagee*" means any person named as a Mortgagee in any First Mortgage.

2.19 "*General Common Elements*" means (i) with respect to Condominium Complexes, all portions of any Condominium building except the Limited Common Elements and the Units; (ii) all real property consisting of landscaping, parking areas, driveways, walkways, and other improvements located on the Property; (iii) all the utility easements identified as belonging to the Association as designated on the Plat; (iv) all sheds, mailboxes, trash dumpsters, and outside lighting, located on the Property; (v) the plumbing, heating, and wiring serving a Unit and not located within the interior of such Unit; (vi) all mechanical rooms, laundry rooms, elevators, common hallways and stairways, storage rooms, fixtures, apparatus, installations (including the building sprinkler systems and their related components), and central facilities for power, light, sanitary sewer, telephone, television cable, or similar utility or service, all of which serve a Unit or a Condominium building and which are not located within the interior of a Unit and (v) all references to GCE, landscaped areas, interior walkways and parking areas depicted on the Plat for each Condominium Complex.

2.20 "*Limited Common Elements*" means those parts of the Common Elements which are either limited to or reserved in this Declaration, on a Plat or by the action of the Association for the exclusive use of an Owner of a Unit or are limited to and reserved for the common use of more than one but fewer than all Owners. The outside air conditioners and heating units of a Unit are Limited Common Elements allocated exclusively to that Unit. The rear deck of a Unit is a Limited Common Element allocated exclusively to that Unit. The upper north deck of Unit 802 is a Limited Common Element of Unit 802. Any shared front deck entrances allocated to one or more Unit(s) are Limited Common Elements of the Units which are served by the front deck entrances to those Units.

2.21 ***“Manager”*** means a person or entity engaged by the Association to perform certain duties, powers or functions of the Association, as the Executive Board may authorize from time to time.

2.22 ***“Member”*** means every person or entity that holds membership in the Association.

2.23 ***“Mortgage”*** means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

2.24 ***“Mortgagee”*** means any person named as a Mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

2.25 ***“Owner”*** means the owner of record, whether one or more persons or entities, holding fee simple title to any Unit within the TACO Community.

2.26 ***“Plat”*** means any condominium plat describing a condominium building located on the Property and recorded with the Clerk and Recorder, depicting a plan and elevation schedule of all or part of the Property subject to this Declaration and any supplements and amendments thereto.

2.27 ***“Property”*** means the real property described and depicted in the Plats described on Exhibit A, as same may be supplemented or amended.

2.28 ***“Rules and Regulations”*** means the Amended Tamarron Association of Condominium Owners, Inc. Rules and Regulations, as amended from time to time by the Executive Board.

2.29 ***“TACO Community”*** means the common interest community created by this Declaration and as shown on the Plat consisting of the Property, all the Units located on the Property, and the Common Elements.

2.30 ***“Supplemental Declaration”*** means an instrument which amends this Declaration.

2.31 ***“Supplemental Plat”*** means a Supplemental Plat of the Property which depicts any change in the Property or any Condominium plat through a Supplemental Declaration.

2.32 ***“Unit”*** means the physical portion of the Property which is designated for separate ownership or occupancy as identified on a Plat.

Each capitalized term not otherwise defined in this Declaration or in the Map shall have the same meaning specified or used in the Act.

**ARTICLE III**  
**NAME AND DIVISION INTO UNITS**

3.1 *Name.* The name of the common interest community is The Condominiums At Tamarron.

3.2 *Association.* The name of the Association is the Tamarron Association of Condominium Owners, Inc (the "Association" or "TACO"). The Association is incorporated as a nonprofit corporation under the laws of the State of Colorado.

3.3 *Number of Units.* There are 381 residential Units within the TACO Community. From time to time, the Association may acquire and own a Unit for Association purposes, in which case, such Units shall be a Common Element of the Association. The Association has no voting rights with respect to any Units owned by it and any Units owned by the Association shall not be subject to Assessments.

3.4 *Identification of Units.* The identification number of each Unit is shown on the Plat(s) identified on Exhibit A.

3.5 *Description of Units.*

3.5.1 Each Unit, the appurtenant interest in the Common Elements and the appurtenant use of Limited Common Elements, shall comprise one Unit, shall be inseparable and may be transferred, leased, devised or encumbered only as one Unit, except as described herein. Any attempted transfer of the appurtenant interest in the Common Elements or Limited Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

3.5.2 Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Unit may describe it by its Unit number and the Condominium plat of record and shall reference that it is subject to this Declaration.

3.5.3 Each Owner shall be entitled to the exclusive ownership and possession of his or her Unit(s). Each Owner shall have the nonexclusive right to use and enjoy the General Common Elements (with all other Owners) and to use and enjoy the Limited Common Elements appurtenant to his Unit(s).

3.5.4 Units have not been assigned or allocated a parking space within the TACO Community. All parking areas are a General Common Element of the Association.

3.5.5 An Owner of a Unit may have the right to lease his or her Unit only in its entirety; provided, however, that the Owner comply with the terms and conditions of this Declaration and any Rules and Regulations and Policies and Procedures adopted by the Executive Board as they pertain to leasing of Units.

3.6 **Unit Boundaries.** A Unit consists of the individual airspace which is contained within the interior of windows, doors, walls, sub floors and finished ceilings of the dwelling, (the foregoing description being sometimes referred to as "drywall-in"). All finished flooring and any other materials constituting any part of the finished surfaces thereof, including paint, wallpaper, tiles and paneling, are part of the Unit as well as all interior partitions, and other improvements (including cabinets and appliances) located wholly within the boundaries of a Unit. All other portions of the walls, floors, and ceilings are part of the General or Limited Common Elements.

3.7 **Non-Partitionability.** No Unit may be partitioned, separated or subdivided into two or more parcels, tracts, or Units. Each Owner holds an undivided interest in the Common Elements as provided herein. Except as otherwise provided herein, neither an Owner, group of Owners, nor the Association shall bring any action for partition or division of the Common Elements, nor by act or omission, seek to abandon, encumber, sell or transfer any of the Common Elements. If any Unit Owner, or group of Unit Owners, violates this paragraph, such Owner or Owners agree that this paragraph may be pleaded as a bar to maintenance of such an action for a partition, and further that the Association shall be entitled to personally collect, jointly and severally, from the parties violating this paragraph, the actual attorneys fees, costs and other damages the Association sustains in connection therewith.

3.8 **Restriction on Timesharing.** No Unit Owner shall offer or sell any interest in a Unit under a "timesharing" or "interval ownership" plan or any similar plan.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 **The Association.** Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

4.2 **Transfer of Membership.** An Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit.

4.3 **Membership.** The Association shall have one class of membership consisting of all Owners. The aggregate number of votes for all Owners shall be the total number of Units in the Association as of the date of the calculation. Each Owner shall be allocated one vote for every Unit owned by an Owner except fractional votes shall not be allowed. Each Owner is subject to all the rights and duties assigned to Owners under the Association Documents.

4.4 **Owner and Board Member Education.** The Association shall provide, or cause to be provided, education to Owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owner, the Association and the Executive Board under Colorado law. The criteria for compliance with

this Section shall be determined by the Executive Board. In addition, the Board may authorize and account for as a Common Expense, reimbursement of Board Members for their actual and necessary expenses incurred in attending education meetings and seminars on responsible governance of the Association. Such educational meetings or seminars must involve the Colorado Common Interest and Ownership Act.

4.5 *Records.* The Association shall maintain financial records and all other documentation as required by the Act and provide Owners with access to same as set forth in the Bylaws.

## **ARTICLE V**

### **POWERS OF THE EXECUTIVE BOARD OF THE ASSOCIATION**

5.1 *Executive Board and Officers.* The affairs of the Association shall be conducted by an Executive Board and such officers as the Executive Board may elect or appoint in accordance with its Articles and Bylaws.

5.2 *Powers of the Board.* The Executive Board shall have all of the powers, authority and duties permitted pursuant to the CCIOA necessary and proper to manage the business and affairs of the TACO Community. Such powers shall include, without limitation, levying Assessments against Owners, imposing a lien on Units for any unpaid or uncollected Assessments or penalties, and foreclosing any such liens, enforcing this Declaration, acquiring, holding, owning, leasing, mortgaging and disposing of Association property (except as such disposition of property may be otherwise limited herein), the adoption and enforcement of Rules and Regulations, and Policies and Procedures, the defending, prosecuting or intervention in litigation on behalf of all Members, the borrowing of monies for Association purposes and the right to pledge future income in order to secure such borrowings. The term "pledge of future income" shall include the right to impose a Special Assessment for repayment of such borrowings and to assign such Special Assessment (and all lien and collection rights appurtenant thereto) to the lender as security for repayment thereof. The Executive Board may exercise any other right, power or privilege, given to it by this Declaration, the Articles and Bylaws of the Association, or by law.

5.3 *Promulgation of Rules and Policies and Procedures.* The Executive Board may adopt, amend, repeal and enforce rules and policies and procedures and impose fines for violations thereof (after notice and an opportunity to be heard), as it deems necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Declaration and the operation of the Association, including Units and the Common Elements. Any such Rules and Regulations and/or Policies and Procedures shall be effective only upon adoption by resolution at an open meeting of the Executive Board as provided in the Bylaws. Each Owner shall comply with the Rules and Regulations and/or Policies and Procedures and shall be responsible and liable for any of its family members, tenants, guests, invitees or agents fully and timely complying with the Rules and Regulations and/or Policies and Procedures. All rules shall be reasonable and uniformly applied under the same or similar circumstances. The Executive Board, from time to time, may consider a request for a variance with respect to its Rules and Regulations



and may approve any such variance request; provided, however, that the Owner requesting such variance must show extreme hardship and that no harm will be suffered by any other Unit Owner or the Association upon the granting of such request. The granting of any variance by the Executive Board shall not operate to waive any of the terms of this Declaration or the Rules and Regulations for any purpose other than the particular provision relating to the variance request for that Owner. The Rules and Regulations and Policies and Procedures shall have the same force and effect as if they were part of this Declaration. In the event of a conflict between the Rules and Regulations and/or Policies and Procedures and this Declaration, this Declaration shall prevail, but only to the extent that such rule or policy or procedure invalidates a specific provision of this Declaration.

5.4 *Request for Rules by a Condominium Complex.* If the Owners of Units within a Condominium Complex desire to establish specific Rules and Regulations which would pertain only to their Condominium Complex, said Owners must submit to the Executive Board, a written petition containing the approval of at least 85% or more of the Owners of Units within such Condominium Complex affected by the proposed rule and regulation. The petition must include the requisite signatures of the Owners and the proposed rule or regulation which the Owners request be adopted by the Executive Board. The Executive Board, at a duly called meeting of the Executive Board and with notice to the Owners as required in Article 9.3 of the Bylaws, may in its discretion, amend the Rules and Regulations to adopt said proposed rule and regulation which would govern only the Units and Unit Owners within that particular Condominium Complex. Nothing in this paragraph 5.4 should be interpreted as requiring the Executive Board to adopt the specific Rules and Regulations which have been requested by Owners. The Executive Board shall consider the adoption of any such Rules and Regulations in its sole discretion.

5.5 *Responsible Governance Policies.* Pursuant to Section 209.5 of the Act, the Executive Board, to promote responsible governance, shall:

5.5.1 Maintain accurate and complete accounting records and adopt the following nine governance policies and procedures concerning:

5.5.1.1 Collection of unpaid Assessments;

5.5.1.2 Handling of conflicts of interest involving Board Members;

5.5.1.3 Conduct of meetings which may refer to applicable provisions of the nonprofit code or other recognized rules and principles;

5.5.1.4 Enforcement of covenants and rules including notice and hearing procedures and the schedule of fines;

5.5.1.5 Inspection and copying of Association records by Unit Owners;

5.5.1.6 Investment of reserve funds;

5.5.1.7 Procedures for the adoption and amendment of policies, procedures and rules;

5.5.1.8 Procedures for addressing disputes arising between the Association and Unit Owners; and

5.5.1.9 Reserve studies per Section 209.5(1)(b)(ix) of the Act.

The foregoing may be embodied in this Declaration, the Bylaws, the Rules and Regulations or any Policy and Procedure of the Association.

5.6 *Manager.* The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except as directed by the Executive Board.

## **ARTICLE VI**

### **RESTRICTIVE COVENANTS AND USE OF UNITS**

6.1 *Use Restrictions.* The use of the Property shall be in accordance with the following provisions as long as the Condominium exists and the Condominium Complexes in useful condition exist upon the land and these restrictions shall be covenants running with the land of the Property.

6.2 *Units.* Each of the Units that are a part of the Property shall be occupied by one family, its guests and invitees, for residential purposes only. No commercial uses, except as specifically permitted in this Declaration, shall be permitted. No Unit may be divided or subdivided into a smaller Unit nor any portions sold or otherwise transferred, except as specifically permitted in this Declaration, without first amending this Declaration to show the changes in the Units to be affected.

6.3 *Nuisances.* No nuisances shall be allowed upon the Property, nor any uses or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Property, including the Units and Common Elements, shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. The Executive Board, at its discretion, shall have the right to enter a Unit to correct any unsafe, unsanitary or hazardous condition. The foregoing shall include the right of the Board to remove garbage or hazardous materials from a Unit, and the Unit Owner shall be liable for the costs of same. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Property.

6.4 *Lawful Use.* No immoral, improper, offensive or unlawful uses shall be made of the Property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of

meeting the requirements of governmental bodies for maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

**6.5 Regulations.** Reasonable Rules and Regulations concerning the use of the Property may be made and amended from time to time by the Executive Board as provided in Section 5.3. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners upon request. The Association may invoke any legal action it deems necessary to enforce the terms of this Declaration and its Rules and Regulations.

**6.6 Additions, Alterations or Decorations.** No landscaping modifications or exterior additions, alterations or decorations to any building, windows, doors, walls or other structures may be made without prior written recommendation of the Architectural Review Committee (the "ARC") and the prior approval of the Executive Board. No structural alteration may be made to any Unit; no building or structures shall be moved from other locations onto the Property; and no improvements other than those depicted on the Plat shall be erected or constructed on the Property without the prior written recommendation of the ARC and prior written approval of the Executive Board. Finally, no structures of a temporary character, including but not limited to tents, shacks, garages, or recreational devices, shall be permitted anywhere on the Property without the prior written recommendation of the ARC and approval of the Executive Board.

## **ARTICLE VII** **MECHANIC'S LIENS**

**7.1 No Liability.** If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit, nor the Association, shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit.

**7.2 Indemnification.** If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom;

**7.3 Association Action.** Labor performed or materials furnished for the Common Elements, if duly authorized by the Association in accordance with this

Declaration or the Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements. Any such lien shall be limited to the Common Elements and no lien may be affected against an individual Unit or Units.

## **ARTICLE VIII** **EASEMENTS**

8.1 *Recorded Easements.* The Property shall be subject to all easements as shown on any Plat, any easements of record in the County, those provided in the Act (including easements for encroachment set forth in Section 214 of the Act and an easement for maintenance of any such encroachment), and otherwise as set forth in this Article VIII.

8.2 *Utility Easements.* There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Common Elements and the Units and the structures and improvements situated on the Property for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable TV, and electric systems. Said blanket easement includes future utility services not presently available to the Units which may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the roofs and exterior walls of the Condominium Complexes and Units, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as to locations.

8.3 *Easement for Encroachments.* To the extent that any Unit, or Common Element encroaches on any other Unit, or Common Element, a valid easement for the encroachment exists. An easement for encroachment in the Common Elements hereby exists for any overhang of eaves, roofing or decks. This easement does not relieve a Unit Owner of liability in the case of willful misconduct for failure to adhere to Unit boundaries.

8.4 *Reservation of Easements, Exceptions and Exclusions.* The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements set forth in writing by the Association, such as for closure for repairs and maintenance.

8.5 *Access Easement for Health, Safety and Welfare.* A general easement is hereby granted to all police, sheriff, fire protection, ambulance, health department, and other similar emergency agencies or persons to enter upon the Property or within a Condominium or Unit in the proper performance of their duties. In addition, an easement

to enter upon the Property, a Condominium, or Unit for health, safety and general welfare purposes is hereby granted to the Association. Said easement shall include the right of the Executive Board or its designees to enter a Unit for the purpose of correcting any unsafe, unsanitary or hazardous condition or for the purpose of mitigation of damage to Common Elements or a Unit resulting from such condition. This easement shall specifically include the right of the Board to remove garbage from a Unit and shut off appliances and utilities as necessary.

8.6 *Support Easement.* Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of structures or improvements presently situated or to be built in the future on the Property.

8.7 *Easement for Maintenance.* The Association shall have the irrevocable right, to be exercised by the Executive Board or officers or employees of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, and repair or replacement of any of the Common Elements therein or accessible therefrom, or at any hour for making emergency repairs, maintenance or inspection therein necessary to prevent damage to the Common Elements or another Unit. The foregoing easement shall specifically include the right by the Association to enter a Unit to shut off appliances, water, power, and other utilities so as to prevent damage to the Common Elements and other Units.

#### **ARTICLE IX** **MAINTENANCE**

9.1 *Maintenance by Owners.* Each Owner shall maintain and keep in good repair the interior of his or her Unit, including the fixtures and appliances thereof to the extent current repair shall be necessary in order to avoid damaging other Unit Owners, and the Common Elements. No Owner shall make any addition or other alteration to any portion of the Common Elements, no matter how minor, without the express written recommendation of the ARC and approval by the Executive Board. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner of such Unit. (For clarification, any water line or other utility line, located outside a Unit boundary, is a Common Element and the maintenance responsibility of the Association.) An Owner shall do no act or any work that will impair the structural soundness or integrity of the Common Elements or impair any easement. Each Owner shall be responsible for the maintenance, repair and replacement of the interior non-supporting walls and ceiling and floors of his Unit, and the surface materials thereon such as plaster, paneling, wallpaper, paint, tile and carpeting. Each Unit Owner shall be responsible for the maintenance, repair and replacement of Unit window screens, and screen doors. Each Owner shall be responsible for the maintenance of any air conditioning and heating units which are designated as Limited Common Elements serving their Unit. Unit Owners (except those Owners in the Lodge) shall be responsible for changing exterior light bulbs located outside Unit doors and on rear decks. Unit Owners shall be responsible for clearing of plumbing drains from within their Unit. Finally, each Unit Owner shall be responsible for the maintenance, repair and replacement

of any improvements or additions to a Unit that have been approved by the Executive Board, including but not limited to, windows, chimneys, doors or other roof penetrations. The Association reserves the right to grant the maintenance responsibility to the Unit Owner of certain areas on each Unit and of other Limited Common Elements, and the Unit Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner. Unit Owners shall be responsible for costs of all maintenance items allocated to it in this Section 9.1.

**9.2 *Owner's Failure to Maintain or Repair.*** When maintenance or repair of a Unit or Limited Common Element has been delegated to an Owner as described in 9.1 above, and (i) the Unit Owner fails to properly maintain and repair the Unit or L.C.E., or (ii) the Unit or L.C.E. is damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit or L.C.E., the Executive Board and its agents and employees shall have the right to enter upon the Unit or L.C.E. to perform such work as is reasonably required to restore the Unit or L.C.E. to a condition of good order and repair. All costs incurred by the Association in connection with said repair or restoration, including costs which arise from damage caused to another Unit or the Common Elements of the Association, shall be attributable to the Owner of such Unit and shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article XI of this Declaration. By way of example and not limitation, if a leaking water heater causes damage to the Common Elements and/or other Units, the Association may perform such work as is reasonably necessary to correct the situation and shall charge the Unit Owner (with the leaking water heater) the costs for repair of the damage to the water heater, the Common Elements, and adjoining Unit(s).

**9.3 *Maintenance by Association.*** The Association shall be responsible for the maintenance and repair of the Common Elements, (except as set forth in Section 9.1 above and unless necessitated by damage caused by the negligence, misuse or tortious act of a Unit Owner or Owner's Agent as set forth in Section 9.4 below), which shall be the Common Expense of all Owners. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all common landscaping, signage, irrigation systems, building sprinkler systems, sidewalks, parking spaces, utilities, exterior lighting, driveways and improvements, if any, located on the Property and which constitute a Common Element. This maintenance and repair shall also include the roofs, exteriors, doors, and windows of a Condominium building except as otherwise provided in Section 9.1. The Association shall be responsible for the repair and maintenance of all back decks which have been designated as a Limited Common Element of Unit. An Owner shall promptly report to the Executive Board, in writing, the need for any maintenance, repair or replacement of a Common Element. In the event of any disagreement as to need for or the responsibility of the Association to provide said maintenance, repair or replacement, the good faith decision of the Executive Board shall be final.

9.4 *Association Maintenance as Common Expense.* The cost of maintenance and repair by the Association shall be a Common Expense of all of the Owners, to be shared by each Unit Owner according to the Allocated Interests therefore set forth in Article 2.1.2 herein. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit at the insistence of the Association (and which are not caused as a result of an Owner's failure to maintain or repair as set forth in 9.2) shall also be a Common Expense of the Association. However, if such damage is caused by negligent or tortious acts of a Unit Owner (or their family members, guests, or tenants), then such Unit Owner shall be responsible and liable for all of such damage and the cost thereof, to the extent of that Owner's negligence. Failure of a Unit Owner to pay such costs may be the subject of a lien for nonpayment as provided in Section 11.7 hereof.

9.5 *Limited Common Element Damage.* In the event of damage or destruction of a Limited Common Element from the negligence or tortious acts of an Owner (or the Owner's family members, guests and tenants), the then Owners of the Units to which the Limited Common Element is attributable shall bear the expense to repair or rebuild the Limited Common Element to its previous condition in proportion to the extent of each Owner's negligence.

9.6 *Association Power.* In connection with its obligations to maintain and repair pursuant to this Article 9, the Association shall have the right and power to prohibit storage or prohibit and correct such other activities, which in the discretion of the Executive Board, are deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Unit or the Common Elements. The foregoing restrictions or regulations shall be adopted by the Board and embodied in the Rules and Regulations of the Association.

## **ARTICLE X** **INSURANCE**

10.1 *General Insurance Provisions.* The Association shall acquire and pay for, out of the Assessments levied under Article XI below, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

10.1.1 *Hazard Insurance Coverage.* Insurance of fire, with extended coverage, vandalism, malicious mischief, all-risk, replacement cost, agreed amount (if the policy includes co-insurance), special condominium, building ordinance and inflation guard endorsements attached, in amounts determined by the Executive Board to represent not less than the full then current insurable replacement cost of the insured property including all of the Common Elements of the Association which for purposes of clarification (and not limitation), would include all heating, electric and plumbing systems (to the extent such systems are not located within the interior boundaries of the "Unit"), any building service equipment, and supplies and other common personal property belonging to the Association. Specifically excluded from coverage is the "Unit" and the elements comprising the Unit as defined in Section 3.6 and the outside air conditioning and heating

apparatus of a Unit. Maximum deductible amounts for such policy shall be determined by the Executive Board. Each Unit Owner shall be responsible for obtaining additional or supplemental insurance covering any additions, alterations or improvements to his Unit which increase the replacement value of his Unit. In the event that satisfactory arrangement is not made for additional insurance by the Unit Owner, the Unit Owner shall be responsible for any deficiency in any resulting insurance loss recovery and the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Any additional premiums attributable to the original specifications of a Unit for which the insurance is increased as herein provided may be the subject of a lien for nonpayment as provided in Section 11.7 hereof in the event the Association pays such premium for a Unit Owner.

Such hazard insurance policy must be written by an insurance carrier that has (a) a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, or (b) an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports International Edition.

10.1.2 *Comprehensive Liability.* Comprehensive general public liability and property damage insurance for the TACO Community in such amounts as the Executive Board deems desirable, provided that such coverage shall be for at least \$1,000,000 for bodily injury, including death and property damage arising out of a single occurrence insuring the Association, the Executive Board, the Manager or managing agent, or both, if any, and their respective agents and employees, and the Unit Owners from liability in connection with the operation, maintenance and use of Common Elements and must include a "severability of interest" clause or specific endorsement. Such coverage shall also include legal liability arising out of contracts of the Association and such other risks as are customarily covered with respect to condominiums similar to the TACO Community in the Durango, or La Plata County, Colorado area including automobile liability insurance if appropriate. The Executive Board shall not enter into employment contracts or independent contractor contracts of any kind unless the contracting party provides evidence (such as a Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including workers compensation insurance, commercial general liability insurance and automobile insurance on all of which the Association is named as an additional insured.

The insurance policies may be carried in blanket policy form naming the Association as the insured, for the use and benefit of and as attorney-in-fact for the Unit Owners. Each Unit Owner shall be an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association. Each Mortgagee and its successors or assigns shall be a beneficiary of the policy in the percentages of Common Expenses for the Unit, which the Mortgage encumbers. The insurance company shall waive its rights of subrogation under the insurance policy against any Unit Owner or Member of the Unit Owner's household. No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's



authority on behalf of the Association, shall void the insurance policy or be a condition to recovery under the insurance policy. If, at the time of a loss under an insurance policy described above there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance.

**10.2 *Certificates of Insurance; Cancellation.*** Certificates of Insurance shall be issued to each Owner and Mortgagee upon request. All policies required to be carried by the Association under this Article X shall provide a standard non-contributory mortgagee clause in favor of each First Mortgagee of a Unit and shall provide that such policy cannot be cancelled by the insurance company without at least thirty (30) days' prior written notice to each Owner and each First Mortgagee whose address is shown in the records maintained pursuant to the Association's documents. If the insurance described in Article X is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and to all First Mortgagees.

**10.3 *Insurance Proceeds.*** Any loss covered by the property insurance policy described in Section 10.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 10.5 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

**10.4 *Insurer Obligation.*** The Association shall obtain and maintain, certificates or memoranda of the insurance described in Section 10.1 and 10.7. The Association shall request that, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses, and to any servicer of a Mortgage for Federal National Mortgage Association.

**10.5 *Repair and Replacement.*** Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

10.5.1 The TACO Community is terminated in which case the approval must first be obtained by eighty-five percent (85%) of all Owners of Units within the TACO Community;

10.5.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

10.5.3 There is a vote not to rebuild by (a) sixty-seven (67%) of the Unit Owners within the Association and (b) 100% of the Owners of the Unit(s) and/or assigned Limited Common Element(s) that will not be rebuilt.

The cost of repair or replacement of Common Elements in excess of insurance proceeds and reserves is a Common Expense. If all the Common Elements of the entire TACO Community are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the TACO Community, and except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to the relative value of each Unit which shall be based on the square footage of the Unit in accordance with each Unit Owner's Undivided Interest in the Common Elements per Section 2.1.3. .

10.6 *Common Expenses.* Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses, provided, however, that if the Association's fire and extended coverage insurance covers fixtures, equipment or other property within some but not all of the Units, the Association reserves the right to charge the Owners of such Units for which the Association provides additional insurance coverage, an amount equal to the premium attributable to such additional insurance coverage.

10.7 *Fidelity Insurance.* Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its officers, directors, Board-appointed committee members, trustees and employees and on the part of all others, including any Manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than \$50,000 or such greater amount as determined at the discretion of the Board. In addition, if responsibility for handling funds is delegated to a Manager, such insurance or bonds must be obtained by or for the Manager and its officers, employees and agents, as applicable. Such fidelity insurance or bonds shall name the Association as insured and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

10.8 *Workers' Compensation Insurance.* The Executive Board shall obtain workers' compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

10.9 *Other Insurance.* The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of the Executive Board against any liability asserted against a Member of the Executive Board or incurred by him in his capacity of or arising out of his

status as a Member of the Executive Board. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

**10.10 Owner Insurance.** The Owner of the Unit shall be responsible for obtaining the following coverage, for the duration of the ownership of their Unit: (i) casualty and public liability insurance coverage for each "Unit" and the Limited Common Elements associated therewith, including but not limited to, the furnishings, equipment, appliances, and other items of personal property belonging to an Owner and including any additions and alterations to a Unit and (ii) to the extent applicable, workman's compensation insurance covering work within each Unit or on the Limited Common Elements associated therewith. All of the foregoing insurance coverage shall be the responsibility and the expense of the Owner of the Unit.

Owners are also responsible for and shall obtain renter's insurance in the event they rent/lease their Unit. In the event a Unit Owner fails to obtain renter's insurance coverage, a Unit Owner shall be responsible for any loss or deficiency in any resulting insurance loss recovery arising out of the act or omission by its renters.

Owners shall maintain a copy of certificates or memoranda of the insurance required by Section 10.10 above and shall provide a copy of same to the Association when requested. An Owner may not cancel or refuse to renew any policy required by Section 10.10 until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association.

## **ARTICLE XI** **ASSESSMENTS**

**11.1 Obligation.** Each Owner is obligated to pay to the Association (1) the Annual Assessments; (2) Special Assessments; and (3) Default Assessments.

**11.2 Budget.** The annual budget shall be submitted to the Owners, pursuant to Section 303(4) of the Act and as provided in Article 12 of the Bylaws. The total annual budget (excluding allocations for taxes and utilities) shall not exceed 115% of the annual budget from the previous fiscal year. Common Expense Assessments shall be due and payable in quarterly installments, or in any other manner determined by the Executive Board. The omission or failure of the Executive Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

**11.3 Annual Assessments.** The Annual Assessments made for common expenses of the Association shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners. Estimated common expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the

General Common Elements, routine repairs and renovations within the Common Elements, wages of employees, water and utility charges for the Common Elements, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any default remaining from a previous assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and maintenance, repairs and replacement of improvements within the Common Elements that occur on a period basis but less frequently than annually. Any surplus funds derived from Assessments shall be transferred to the reserve fund or used for Association operations, in the Executive Board's sole discretion. Annual Assessments shall be payable in quarterly installments or otherwise as determined by the Executive Board.

11.4 *Apportionment of Annual Assessments.* The Common Expenses shall be allocated among the Units on the basis of the Common Expense allocations that are in effect on the date of assessment; provided, however, that the Association reserves the right to allocate all expenses relating to fewer than all of the Units (such as those expenses attributable to Limited Common Elements and insurance premiums described in Section 10.6) to the Owners of those affected Units only.

11.5 *Special Assessments.* In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements, emergency repairs, or for any other expense incurred or to be incurred as provided in the Declaration. This Section 11.5 shall not be construed as an independent source of authority of the Association to incur expense but shall be construed to prescribe the manner of assessing said expenses as authorized by the Declaration, the Act and these Bylaws. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their proportionate share for common expenses, subject to the right of the Association to assess only against the Owners of affected Units. Any extraordinary maintenance, repair or restoration work on fewer than all of the Units (for example, restoration work on only Units comprising "Pine Cone") may be borne by the Owners of those affected Units only, and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner or Owner's Agents shall be borne by that Owner. Notice in writing of the amount of such Special Assessments, the Unit Owners for whom the Special Assessment is to be applied, and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

By way of example and not limitation, the Executive Board has the authority to levy a Special Assessment against a single Condominium Complex in the event the Board determines that the condition of the Common Elements comprising such Condominium Complex are inferior as compared with other Units within the Association; that the condition of same have deteriorated so as to cause health or safety issues; the condition of the Common Elements have resulted in lack of insurability or decreased insurability; or

that the Common Elements have become too costly and inefficient to maintain or repair in their present condition.

**11.6 Procedure for Levying Special Assessments Against a Single Condominium Complex Upon Petition By Unit Owners.** The Executive Board, upon the written petition from 51% or more of the votes held by Owners of Units comprising a Condominium Complex, may levy in any one fiscal year or more, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of improvements to the Common Elements of a single Condominium Complex. The Special Assessment shall be levied upon and borne by only the Owners of those Units of the Condominium Complex which is to be improved. The Special Assessment shall be implemented **only if the Board receives a petition executed by 51% or more of the Unit Owners and if the request is approved** by the Board. At the discretion of the Board, the Board may contribute and allocate funds to the construction or reconstruction of the Condominium Complex from the Association's general operating fund. Prior to obtaining Board approval, a notice of the proposed assessment shall be posted and sent via email to the Owners of Units within the Condominium Complex which is to be affected. Said notice shall be sent not less than 60 days prior to a Board meeting duly called for the purpose of approving the Special Assessment. The Special Assessment, if approved by the Board at such meeting, shall be levied no sooner than 60 days after said meeting.

This Section 11.6 shall not abrogate the authority of the Executive Board to levy Special Assessments for emergency repairs, or for other necessary repairs or replacements to the Common Elements as set forth in 11.5 above. The purpose of this Section is to allow the Owners of a Condominium Complex the ability to have the Association implement alterations, additions or improvements beyond what the Executive Board determines necessary pursuant to its authority in Section 11.5.

**11.7 Default Assessments.** All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

**11.8 Effect of Nonpayment; Assessment Lien.** Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid on or before ten (10) business days after its due date, shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (i) Assess a late charge for each delinquency in such amount as the Association deems appropriate;

- (ii) Assess an interest charge from the due date at the rate established by the Executive Board, not exceeding twenty-one percent (21%) per year;
- (iii) Suspend the voting rights of the Owner during any period of delinquency;
- (iv) Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- (v) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
- (vi) Proceed with foreclosure as set forth in more detail below.
- (vii) Whether or not foreclosure is commenced, apply for the *ex parte* appointment of a receiver for a Unit.

Assessments chargeable to any Unit shall constitute a lien on such Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Owner shall be required to pay the Association the monthly assessment installments for the Unit during the period of any foreclosure. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

11.9 ***Personal Obligation.*** Each Assessment against a Unit is the personal obligation of the person who owned the Unit at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. Where there is more than one Owner, each shall be jointly and severally liable for all Assessments. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments or exercising any other remedy pursuant to the Declaration or the Act, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration, and all Owners shall be liable for payment of such fees and costs.

11.10 ***Payment by Mortgagee.*** Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall

have a lien on the Unit for the amounts paid with the same priority as the lien of the Mortgage.

11.11 *Statement of Status of Assessment Payment.* Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

11.12 *Maintenance Accounts; Accounting.* If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a Manager, then such other persons or Manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or Manager, (b) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, (c) provide to the Association no less than once per quarter an accounting for the previous quarter, and (d) provide to the Association an annual accounting and financial statement of Association funds prepared by the Manager, a public accountant or a certified public accountant.

## **ARTICLE XII**

### **DAMAGE OR DESTRUCTION**

12.1 *The Role of the Executive Board.* Except as provided in Section 10.5, in the event of damage to or destruction of all or part of any Common Elements improvement, or other property covered by insurance written in the name of the Association under Article X, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article X is sometimes referred to as the "Association-Insured Property").

12.2 *Estimate of Damages or Destruction.* As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the insurance trustee, if any, determines to be necessary.

12.3 *Repair and Reconstruction.* As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

12.4 *Funds for Repair and Reconstruction.* The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association-Insured Property for the benefit of Owners and Mortgagees.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, if permitted under the Act, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Any such Special Assessment shall be made according to the terms set forth in Section 11.5. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

12.5 *Disbursement of Funds for Repair and Reconstruction.* The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments and/or reserve funds as determined by the Executive Board. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in proportion to the relative value of each Unit which shall be based on the square footage of the Unit in accordance with each Unit Owner's Undivided Interest in the Common Elements per Section 2.1.3. first to the Mortgagees and then to the Owners, as their interests appear.

### **ARTICLE XIII** **CONDEMNATION**

13.1 *Rights of Owners.* Whenever all or any part of the Common Elements shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Elements is conveyed in lieu of a taking under threat of condemnation by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain,



each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

13.2 *Partial Condemnation; Distribution of Award; Reconstruction.* The award made for such taking shall be payable to the Association for the benefit of the Owners and Mortgagees and, unless otherwise required under the Act, the award shall be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners who represent at least sixty-seven percent (67%) of the votes allocated in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board. If such improvements are to be repaired or restored, the provisions in Article XII above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed among the Units according to the relative value of each Unit which shall be based on the square footage of the Unit in accordance with each Unit's Undivided Interest in the Common Elements per Section 2.1.3, first to the Mortgagees and then to the Owners, as their interests appear.

13.3 *Complete Condemnation.* Subject to the rights of First Mortgagees as described in Section 18.3, if all of the Property of an entire Condominium Complex is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate as to that Condominium Complex, and the portion of the condemnation award attributable to the Common Elements of that Condominium Complex shall be distributed as provided in Section 12.5 above.

#### **ARTICLE XIV** **ASSOCIATION AS ATTORNEY-IN-FACT**

14.1 *Attorney In Fact.* Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful Attorney-In-Fact for the purposes of (a) granting easements pursuant to Article VIII, (b) purchasing and maintaining insurance pursuant to Article X, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association pursuant to Article X upon their damage or destruction as provided in Article XII, or (c) negotiating and dealing with any authority having the power of condemnation or eminent domain relating to a complete or partial taking as provided in

Article XIII, above. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact. As Attorney-In-Fact, the Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as Attorney-In-Fact.

## **ARTICLE XV** **ASSOCIATION CONTRACTS**

15.1 *Rental Program.* The Association, from time to time, has the authority to contract with third parties or management companies as to the administration and management of a rental program on behalf of those Owners who voluntarily desire to participate in the rental of their Units. The terms and conditions of any such rental service agreement, including renewals, modifications, and the termination of same, shall be negotiated by and approved by the Executive Board of the Association. The Executive Board may charge fees and adopt specific Rules and Regulations and Policies and Procedures pertaining to the rental program which the Board, in its discretion, may amend from time to time. Such Rules and Regulations and Policies and Procedures may require that all Unit Owners utilize an exclusive rental program Manager for more efficient and uniform management of the Property and Units thereon. Nothing in this Section 15.1 shall be construed as requiring an Owner to participate in the rental of their Unit. Nor shall this Section 15.1 be construed to define The Condominiums At Tamarron as consisting of a condotel, condo-hotel or any such similar designation for lending or other purposes. In addition to the adoption of Rules and Regulations and Policies and Procedures pertaining to a rental program, the Executive Board has the authority to adopt Rules and Regulations and Policies and Procedures pertaining to the general leasing or renting of Units as provided in Section 3.5.5.

15.2 *Service Contracts.* The Association from time to time has the authority to negotiate and enter into contracts for services to be provided to the Association or Unit Owners. Such contracts include, but are not limited to, contracts for the provision of utilities, such as water and sewer, telephone, cable television, internet and telecommunications services, and for the provision of maintenance and landscaping services. The terms and conditions for such contracts, including renewals, modifications, and the termination of same, shall be negotiated by and approved by the Executive Board of the Association. Any fees and costs associated with the provision of such services shall be a Common Expense of the Association.

(Article 16 reserved)

**ARTICLE XVII**  
**AMENDMENTS**

17.1 *Amendment.* An amendment to the Declarations may be proposed, in writing, by either the Executive Board of the Association or by a Unit Owner at a duly called meeting of the Board. A copy of the proposed amendment shall be delivered to the Secretary of the Board no less than 30 days prior to the Board meeting so that notice of the proposed amendment may be included in the meeting agenda. The proposed amendment shall be discussed at the meeting and owners shall have the opportunity to express approval or disapproval of said proposed amendment as provided in the Bylaws.

The amendment must be adopted by either of the following procedures:

- a. the affirmative vote of 66 and 2/3<sup>rd</sup>s of the membership of the Board of Directors and the affirmative vote of the Unit Owners of units to which at least 51% of the votes in the Association are allocated; or
- b. the affirmative vote of the Unit Owners to which at least 67% of the votes in the Association are allocated.

17.2 *Procedure.* Any amendment must be executed by the President of the Association and recorded in the real property records of La Plata County, Colorado, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying that signatures of the requisite number of Owners approving the amendment are on file in the office of the Association.

17.3 *Limitation of Challenges.* An action to challenge the validity of an amendment adopted by the Association pursuant to this Article XVIII may not be brought more than one year after the amendment is recorded.

17.4 *Termination of Common Interest Community.* Except in the case of condemnation, the common interest community referred to in this Declaration as The Condominiums At Tamarron, may be terminated in its entirety only with the consent of the Unit Owners to which at least 85% of the votes in the Association are allocated and with the consent of at least 51% of Mortgagees holding a First Mortgage (which percentage is measured by votes allocated to such Units) as provided in Section 18.3 below. Consenting Unit Owners must execute a termination agreement which must be recorded in the real property records of the La Plata County Clerk and Recorder and shall be effective upon recordation. Any termination agreement must address the terms and conditions for disposition of the Common Elements of the Association.

**ARTICLE XVIII**  
**MORTGAGEE'S RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Units. To the extent applicable, necessary, or proper, the provisions of this Article apply to this Declaration and also the Articles and Bylaws of the Association.

Section 18.1 *Title Taken By Mortgagee.* Any Mortgagee holding a First Mortgage of record against a Unit who obtains title to the Unit pursuant to remedies exercised in enforcing the Mortgage, including foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure, will be liable for all Assessments due and payable as of the date title to the Unit is acquired or could have been acquired under Colorado law, whichever is earlier; provided, however, that the lien of the Association for unpaid Assessments shall not have priority over a First Mortgage in the amount of more than six months of regular Common Expense Assessments.

Section 18.2 *Notice of Action.* Any Eligible Mortgagee, upon written request to the Association, will be entitled to timely written notice of:

- A. *Amendments.* Any proposed amendment of the Declaration which is of a material adverse nature to a First Mortgagee, namely, an amendment effecting a change in the boundaries of any Unit; a change in the interest in the Common Elements appurtenant to a Unit; a change in the liability of Assessments allocated to a Unit; a change in the number of votes in Association matters allocated to a Unit; or a change in the purposes to which any Unit or Common Elements are restricted.
- B. *Termination.* Any proposed termination of the Common Interest Community.
- C. *Condemnation and Casualty.* Any condemnation loss or any casualty loss that affects a material portion of the Common Interest Community or affects a Unit upon which a First Mortgage is held.
- D. *Delinquencies.* Any delinquency in the payment of Assessments owed by an Owner subject to the Mortgage where such delinquency has continued for a period of 60 days.
- E. *Insurance.* Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- F. *Judgements.* Any judgement rendered against the Association.
- G. *Matters Requiring Consent.* Any proposed action which would require the consent of Eligible Mortgagees as set forth in this Article.

Section 18.3 *Consent Required.*

Notwithstanding anything to the contrary contained in this Declaration, the Association may not take any of the following actions without the consent of 51% of the First Mortgagees (based on one vote for each Unit encumbered by a First Mortgage):

- A. Termination. By act or omission seek to abandon or terminate the Common Interest Community, except after condemnation or substantial casualty; or
- B. Use of Hazard Insurance Proceeds. Use hazard insurance proceeds for losses to any portion of the Common Elements for other than repair, replacements or reconstruction of such Common Elements, except as provided by the Act; or
- C. An amendment to the Declaration as provided in Section 18.2 A.

Section 18.3 *Action by Mortgagee.* If this Declaration or any Association Documents require the approval of Mortgagees to any action, then, if any Mortgagee fails to respond to any written request for such approval delivered by certified mail, return receipt requested, within 30 days after such Mortgage receives notice of the request, such Mortgagee shall be deemed to have approved such request.

Section 18.4 *Right to Pay Taxes and Charges.* Mortgagees who hold First Mortgages against Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Elements, and Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

**ARTICLE XIX**  
**ARCHITECTURAL REVIEW COMMITTEE**

Section 19.1. *Powers.* There is hereby established an Architectural Review Committee ("ARC" or "Committee") which shall be responsible for, among other things, the administration of design guidelines, the review of all improvements, remodels, additions, and all modifications to a Unit, Building, or Condominium Complex and to facilitate the purposes of this Declaration. All plans and specifications for any structure or improvement whatsoever to be erected upon a Unit or its Limited Common Elements, and the proposed location thereof, the construction material, the color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any Unit shall be subject to and shall require the recommendation in writing, before any such work is commenced, of the ARC, as the same is from time to time composed. Notwithstanding anything to the contrary herein, the Executive Board shall make all final determination of ARC matters. The ARC shall provide its recommendations to the Executive Board and the Executive Board shall determine whether to approve or deny the requested improvement, remodel, addition or modification.

Section 19.2 **Guidelines.** The specific guidelines adopted by the Executive Board and which pertain to the TACO Community are set forth in the "Architectural Review Procedures and Guidelines" for TACO. The Guidelines provide, among other things, standards for the construction and design of all structures and improvements within the common interest community and landscaping. The Executive Board may amend, repeal and augment the Guidelines from time to time in its discretion. The Guidelines are binding on all Unit Owners, their tenants, guests and family members.

Section 19.3. **Non-Liability.** Neither the Executive Board, the ARC, nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Executive Board and the ARC shall be defended and indemnified by the Association in any such suit or proceeding which may arise by reason of a decision made by the Executive Board and recommended by the ARC. The Association, however, shall not be obligated to indemnify each Member of the ARC to the extent any such Member of the ARC is adjudged to be liable for gross negligence or willful misconduct in the performance of his duty as a Member of the ARC.

## **ARTICLE XX**

### **GENERAL PROVISIONS**

Section 20.1 **Enforcement.** Except as otherwise provided in this Declaration, the Executive Board or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Executive Board of the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. All reasonable attorney's fees and costs incurred by the Association in a suit to enforce the terms hereof shall, if the Association prevails in such action, be recoverable from the losing party.

Section 20.2 **Term.** The covenants, easements, and restrictions of this Declaration shall run with and bind the Property in perpetuity, subject to the termination provisions of the Act.

Section 20.3 **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 20.4 **Conflicts.** In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and Bylaws, the Articles shall control. The Association Documents are intended to comply with the requirement of the Act. If there is any conflict


between the Association Documents and the provisions of the Act, the provisions of the Act shall control. In the case of a conflict between this Declaration and the Plat and any plat notes, including the identification of any common elements within said Plat, this Declaration shall control.

Section 20.5 *Captions*. The captions contained in the Association Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Association Documents or the intent of any provision thereof.

Section 20.6 *Gender*. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Association Documents so requires.

IN WITNESS WHEREOF, this Second Amended and Restated Declaration has been executed and acknowledged by the undersigned on the notarized dates below.

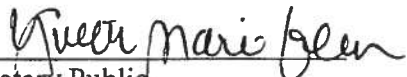
Tamarron Association of Condominium  
Owners, Inc.

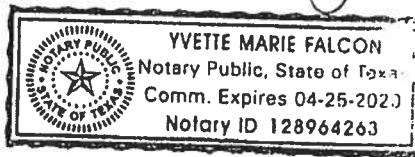
  
\_\_\_\_\_  
By: Scott Gillen  
Its: President

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this \_\_\_ day of September, 2019, by Scott Gillen, President of the Tamarron Association of Condominium Owners, Inc.

Witness my hand and official seal.  
My commission expires: 04.25.2020

  
Notary Public



The undersigned Secretary of the Tamarron Association of Condominium Owners, Inc. certifies that the Association obtained the requisite number of approvals from Owners necessary for the amendment and adoption of this Second Amended and Restated Declaration.

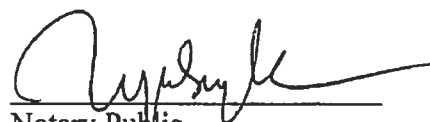
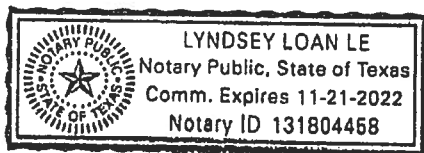


By: Ron MacLennan  
Its: Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2019, by Ron MacLennan, Secretary of the Tamarron Association of Condominium Owners, Inc.

Witness my hand and official seal.  
My commission expires: 11/21/2022

  
\_\_\_\_\_  
Notary Public



**Exhibit A**  
**Legal Description of the Property**

The Condominiums and Units located therein which are subject to and governed by this Declaration are more particularly described as follows:

- i. Tamarron Condominium Complex A, according to the official plat thereof filed of record in the records of the La Plata County Clerk and Recorder on July 12, 1974 under Reception No. 386072 consisting of sheets 1 - 8 inclusive. Tamarron Condominium Complex A contains buildings 1 - 13 inclusive with a total number of seventy-three (73) Units aka **Pine Cone**.
- ii. Tamarron Condominium Complex B, according to the official plat thereof filed of record in the records of the La Plata County Clerk and Recorder on March 12, 1975 under Reception No. 390283 consisting of sheets 1 - 9 inclusive. Tamarron Condominium Complex B consists of eleven (11) buildings consisting of a total of ninety-nine (99) Units aka **Gamble Oak**.
- iii. Tamarron Condominium Complex Sundowner Inn, according to the official plat thereof filed of record in the records of the La Plata County Clerk and Recorder on November 25, 1974 under Reception No. 388593 consisting of sheets 1 - 6 inclusive. Tamarron Complex Sundowner Inn consists of a single five (5) story building divided into a north and south wing containing one hundred forty (140) Units aka **The Lodge**.
- iv. Tamarron Condominium Complex C-1, according to the official plat thereof filed of record in the records of the La Plata County Clerk and Recorder on December 10, 1980 under Reception No. 450305. Tamarron Complex C-1 consists of twenty-five (25) Units on 2.408 acres, more or less aka **High Point**.
- v. Tamarron Condominium Complex C-2, according to the official plat thereof filed of record in the records of the La Plata County Clerk and Recorder on April 6, 1981 under Reception No. 454266. Tamarron Complex C-2 consists of twenty-five (25) Units on 1.84 acres, more or less aka **High Point**.
- vi. Tamarron Condominium Complex C-3, according to the official plat thereof filed of record in the records of the La Plata County Clerk and Recorder on November 30, 1981 under Reception No. 463692. Tamarron Complex C-3 consists of nine (9) Units on .741 acres, more or less aka **High Point**.

- vii. Tamarron Condominium Complex C-4, according to the official plat thereof filed of record in the records of the La Plata County Clerk and Recorder on June 28, 1984 under Reception No. 501615. Tamarron Complex C-4 consists of ten (10) Units on .572 acres, more or less aka **High Point**.
  
- viii. Together With 0.213 acres and less and except .025 acres as reflected in the Glacier Properties Associates, LLC and Tamarron Condominium Complex Sundowner Inn Boundary Adjustment Project No. 2017-0181 as recorded on March 14, 2019 under Reception No. 1154359 in the office of the La Plata County Clerk and Recorder.

## EXHIBIT B

Annually, the Board will prepare a budget for the subsequent calendar year, including the total amount of the common expenses that will be assessed to owners. Once the total for the common expenses has been determined, the Board will assess owners according to the following schedule:

A Units: 11.3353%  
B Units: 9.8574%  
C Units: 15.0341%  
S Units: 9.4339%  
IB Units: 7.4125%  
AS Units: 8.0955%  
LS Units: 2.5906%  
IU Units: 24.6750%  
IL Units: 8.7766%  
MS Unit: 0.4012%  
PS Units: 1.2037%  
MP Unit: 0.2840%  
PH Units: 0.9001%

After the percentage of the total assessment that is to be paid collectively by each type of unit is determined using the above percentages, the Board will then assess each unit according to the portion of the total that each type of unit is to pay. For example, A units pay 11.3353% of the total assessment, and there are 46 A units. Therefore each owner of an A unit will be assessed 1/46 of the total assessment attributable to the A units. A similar calculation will be made for each of the 13 types of units at Tamarron, including those that are unique.

Each unit, by number, its unit type designation and the total number of units by unit type is a matter of record with the Association. For reference the totals are as follows:

A - 46 Units  
B - 32 Units  
C - 46 Units  
S - 46 Units  
IB - 33 Units  
AS - 25 Units  
LS - 8 Units  
IU - 102 Units  
IL - 33 Units  
MS - 1 Unit  
PS - 3 Units  
MP - 1 Unit  
PH - 2 Units