

AFTER RECORDING RETURN TO:
Altitude Community Law P.C.
555 Zang Street, Suite 100
Lakewood, CO 80228
Attn: DAF

**FIRST LIMITED AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CRYSTAL VILLAGE TOWN HOMES**

THIS FIRST LIMITED AMENDMENT is made this ____ day of _____,
20__.

RECITALS

A. Crystal Village Joint Venture created CRYSTAL VILLAGE HOMEOWNER'S ASSOCIATION, INC. ("Community") by recording a Declaration of Covenants, Conditions and Restrictions of Crystal Village Homeowner's Association, Inc., in the real property records of the County of Garfield, State of Colorado, at Reception No. 319203 in Book 581 at Page 345, on September 15, 1981, which Declaration was amended and restated by that certain Amended and Restated Declaration of Conditions, Covenants and Restrictions for Crystal Village Town Homes of even date herewith (the "Declaration").

B. The Association, in conjunction with the Amended and Restated Declaration, further desire to amend the Declaration to provide that the Owners shall be responsible for insuring their Unit.

C. The Declaration provides for and allows for this Limited Amendment to the Declaration of Covenants, Conditions, and Restrictions of Crystal Village Homeowner's Association, Inc., (the "Limited Amendment") in Article 10, Section 10.6, which provides as follows:

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners representing at least 51% of the total votes in the Association. Said votes may be obtained in any method allowed by the Governing Documents of the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the

Garfield County, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

D. All Owners are aware of the provisions of the Declaration allowing for amendment, by virtue of the record notice of the Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

E. This Limited Amendment has been prepared and determined by the Association and by the Owners that have approved this Limited Amendment to be reasonable and desirable.

F. The purpose of this Limited Amendment is to clarify and adjust insurance requirements.

G. The undersigned, being the President and Secretary of the Association, hereby certify that Owners representing at least 51% of the total votes in the Association have consented and agreed to this Limited Amendment.

H. As amended by this Limited Amendment, this amendment shall become part of and incorporated into the "Declaration."

NOW THEREFORE, the Declaration is hereby amended as follows:

I. AMENDMENTS.

A. Repeal and Replace. Article 9, Section 9.2 is deleted in its entirety and replaced as follows:

Section 9.2 Real Property Insurance on the Common Areas.

(a) The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located on the Common Areas and the other property of the Association.

(b) The Association's insurance policy shall cover that property within the Community as set forth in **Exhibit B** attached hereto.

(c) The Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Community by the Board of Directors.

(d) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent 100% of the replacement value of all facilities in the Common Area except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as permitted under this Article.

(e) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

B. Repeal and Replace: Article 9, Section 9.4 is hereby deleted in its entirety and replaced as follows:

Section 9.4 Liability Insurance.

The Association shall obtain a comprehensive policy of public liability and property damage liability insurance covering the Common Areas, in such limits as the Board may from time to time determine, but not in any amount less than a combined single limit of \$1,000,000.00, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Common Area. The foregoing liability insurance shall name the Association as the insured.

C. Repeal and Replace: Article 9, Section 9.10 is hereby deleted in its entirety and replaced with the following:

Section 9.10 Insurance Obtained by Owners.

Each Owner shall be responsible for maintaining insurance which covers their Lot to the extent not covered by policies maintained by the Association and as set forth in **Exhibit B**.

D. Repeal and Replace. **Exhibit B** is hereby deleted in its entirety and replace with **Exhibit B** attached hereto and incorporated herein by this reference.

EXHIBIT A MAINTENANCE AND INSURANCE OBLIGATIONS

“A” = Association obligation

“O” = Owner obligation

“N/A” = not applicable

The term “maintenance” includes repair and replacement unless otherwise noted on the Chart.

	MAINTENANCE	INSURANCE
BUILDING EXTERIORS		
Townhome - structure, including foundation, columns, girders, beams and supports	O	O
Siding, sheathing, wrap, brick, trim, molding and other exterior facade surfaces	A	O
Exterior stoops, steps and concrete surfaces	O	O
Gutters and downspouts	O	O
Porches, patios and balconies	O	O
Roof shingles and roof underlay	A	O
Shutters and awnings	O	O
Chimneys (exterior portions) and chimney caps	A	O
Window screens	O	O
Interior glass surfaces - cleaning	O	N/A
Glass - repair and replacement	O	O
Window panes and frames - painting and staining	O	O
Window components - maintenance, repair, and replacement, including:	O	O

	MAINTENANCE	INSURANCE
<ol style="list-style-type: none"> 1. Panes 2. Frames 3. Rail 4. Casing 5. Apron 6. Side Jamb 7. Outer Sill 		
Window trim and caulking	○	○
Skylights	○	○
Exterior Townhome doors and garage doors - painting and staining	○	○
Garage doors - maintenance and repair	○	○
Garage door openers	○	N/A
Exterior Townhome doors including peep holes, doorknobs and lock mechanisms - maintenance and repair	○	○
Storm doors	○	○
Balcony/patio sliding glass doors	○	○
Exterior light fixtures	○	○
UTILITIES		
Utilities servicing a single Townhome, regardless of location: <ol style="list-style-type: none"> 1. Electrical and other wires 2. Water/sewer pipes 3. Cables 4. Circuit boxes 5. Water meters 6. Circuit breakers 	○	○
Utilities <u>inside</u> Townhomes or garages and servicing only that Townhome:	○	○

	MAINTENANCE	INSURANCE
<ol style="list-style-type: none"> 1. Furnaces 2. Heating equipment 3. Thermostats 4. Ducts 5. Conduits 6. Water pipes 7. Electrical wiring 8. Electrical outlets 9. Telephone wiring 10. Telephone outlets 11. Light switches 12. Hot water equipment 13. Cable wiring 14. Compressors 15. Sump pumps 16. Circuit breakers 		
<p>Utilities <u>inside</u> Townhome but servicing more than one Townhome:</p> <ol style="list-style-type: none"> 1. Water pipes 2. Electrical wiring 3. Electrical outlets 4. Telephone wiring 5. Telephone outlets 6. Light switches 7. Hot water equipment 8. Cable wiring 9. Compressors 10. Sump pumps 11. Circuit breakers 	○	○
Air conditioners, including condensers and lines running from/to such equipment	○	○
TOWNHOME INTERIORS		
Furnishings, including all personal property such as furniture, electronics, jewelry, and clothing	○	○
Window coverings	○	○

	MAINTENANCE	INSURANCE
Permanent fixtures including but not limited to: <ol style="list-style-type: none"> 1. ceiling fans 2. hand rails 3. cabinets 4. countertops 5. bathtubs and showers 6. sinks 7. toilets 	○	○
Appliances including: <ol style="list-style-type: none"> 1. oven 2. range 3. refrigerator 4. dishwasher 5. washer/dryer 6. countertop microwave . 	○	○
Fireplaces, including: <ol style="list-style-type: none"> 1. chimney (interior portions) 2. chimney back 3. façade 4. screen 5. flue 6. damper 	○	○
Interior non-perimeter walls, floors, and ceilings, including finished and unfinished surfaces, doors, drywalls, studs, insulation, hardware, and other material lying within such walls, floors and ceilings	○	○
Finished surfaces of perimeter walls and ceilings, including: <ol style="list-style-type: none"> 1. drywall 2. paint 3. wallpaper 4. paneling 	○	○

	MAINTENANCE	INSURANCE
5. texture		
Finished surfaces of perimeter floors - including: 1. tile 2. vinyl 3. hardwood 4. carpeting	O	O
Any components lying between the perimeter drywalls and townhome exterior, including but not limited to: 1. insulation 2. girders 3. beams 4. pipes 5. wiring 6. plumbing	O	O
Subflooring	O	O
Party walls (walls dividing Townhomes and shared by Owners/residents on each side)	O	O
Basements	O	O
Crawl spaces	O	O
Garage interiors, including any drywall or improvements therein	O	O
GROUNDS		
Retaining walls	A	A
Landscaping on Common Area	A	A
Landscaping on Lots	O	O
Irrigation system for Common Area	A	A
Irrigation system on Lots	O	O
Private roads, drives, and sidewalks	A	A
Driveways	O	O
Fences surrounding private patios	O	O

	MAINTENANCE	INSURANCE
Monuments and signage		
Perimeter fence	○	○
Storage sheds	○	○
OTHER		
Snow removal from driveways and sidewalks		
Garbage pick-up	○	○
Common Area existing in Community and not otherwise listed	A	A
Any personal property of Owners not otherwise listed	○	○
Rain barrels on Lots	○	○
Any Owner installed exterior/interior improvement not otherwise listed	○	○