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Arapahoe County CO Nancy A. Doty,  
Clerk & Recorder

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
PIER POINT VILLAGE 2**

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THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by the Pier Point Village 2 Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association").

**WITNESSETH:**

WHEREAS, Skufca & Shelton Company, a Colorado corporation (the "Declarant") was the owner of certain property in the County of Arapahoe, State of Colorado (the "Entire Property"), which is more particularly described as:

Blocks 1, 2, and 3, Pier Point Subdivision Filing No. 1, as amended by Pier Point Subdivision Filing No. 2, Pier Point Subdivision Filing No. 3, Pier Point Subdivision Filing No. 4, Pier Point Subdivision Filing No. 5, Pier Point Subdivision Filing No. 6, and Pier Point Subdivision Filing No. 7, all being plats of a part of the West ½ of the Southwest ¼ of Section 6, Township 5 South, Range 66 West of the 6<sup>th</sup> Principal Meridian, Arapahoe County, Colorado.

WHEREAS, the Declarant created on the Entire Property a planned unit development known as "Pier Point 7" consisting of seven residential villages, parks, parking areas, streets, driveways, open spaces and other facilities for the benefit of a common building scheme;

WHEREAS, the Declarant filed a "Master Declaration of Covenants, Conditions, Restrictions for Pier Point 7" with the Arapahoe County Clerk and Recorder's Office on June 1, 1977 at Book 2595, Page 363 at Reception Number 1637875, as amended and supplemented thereafter (collectively, the "Master Declaration") which affects the Entire Property;

WHEREAS, the Declarant filed a "Declaration of Covenants, Conditions, Restrictions for Pier Point Village 2" with the Arapahoe County Clerk and Recorder's Office on June 22, 1978 at Book 2799, Page 259 at Reception Number 1747534, as amended and supplemented thereafter (collectively, the "Original Declaration") which affects the following property:

All of Pier Point Village 2 as shown on the plat known as "Pier Point Subdivision Filing No. 7, a resubdivision of Lot 1, Block 2, Pier Point Subdivision Filing No. 1, County of Arapahoe, State of Colorado, and as specifically described on the attached Exhibit "A" hereto, which is incorporated herein by this reference (all such property shall be collectively referred to herein as the "Property"); and

WHEREAS, the Association desires to amend and restate the covenants upon the Property and replace the Original Declaration in its entirety with this Amended and Restated Declaration (this "Declaration") as set forth herein.

NOW, THEREFORE, the Association hereby declares that the Original Declaration (including any supplements and amendments thereto) are replaced and superseded with this Declaration and all of the Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, covenants, restrictions, and conditions, as set forth herein, shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

## ARTICLE I - DEFINITIONS

### Section 1.1 Defined Terms.

Each capitalized term in this Declaration or in the Plat shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration:

- (a) "Address" shall mean the address of the Association shall be the legal address of the registered agent as listed with the Colorado Secretary of State, or, in the event no such address is indicated, then the address of its counsel or president as designated by the Board of Directors.
- (b) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 et.seq, as it may be amended. The adopting and recording of this Declaration shall not constitute an election under C.R.S. 38-33.3-118 to be fully subject to the Act.
- (c) "Assessment" shall include all Common Expense Assessments and any other expense or charge levied to a Lot or Lot Owner pursuant to this Declaration or the Act, including Special Assessments, Default Assessments, interest, late fees, attorney fees, fines, and costs.
- (d) "Association" shall mean and refer to the Pier Point Village 2 Homeowners Association, Inc., a non-profit corporation organized under the Colorado Nonprofit Corporation Act.
- (e) "Board" or "Board of Directors" shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.
- (f) "Common Expense Assessment" shall mean the Assessments described in Section 5.2 herein below.
- (g) "Community" shall mean the Pier Point Village 2 which is a Common Interest Community as defined in the Act.
- (h) "Declarant" shall mean and refer to Skufca & Shelton Company, a Colorado corporation.
- (i) "Default Assessment" shall mean the Assessments described in Section 5.4 herein below.
- (j) "Governing Documents" shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, any adopted policies or procedures, and any Rules and Regulations of the Association as all of the foregoing may be amended from time to time.
- (k) "Improvement(s)" shall mean structures constructed on any part of the Lots or Common Elements including but not limited to any building, structure, fixture, landscaping or private roadway located on any part of the Lot or Common Area.
- (l) "Lot or Unit" shall mean and refer to any plot of land as shown on the Plat with the exception of the Village 2 Common Area.
- (m) "Plat" shall mean the plat known as "Pier Point Subdivision Filing No. 7, a resubdivision of Lot 1, Block 2, Pier Point Subdivision Filing No. 1, County of Arapahoe, State of Colorado, which Plat is incorporated herein and made a part of this Declaration by reference.
- (n) "Member" shall mean and refer to every person or entity entitled to membership as provided herein or in the Bylaws. Every Owner of a Lot shall be a Member.
- (o) "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract

buyers, but excluding those having such interest merely as security for the performance of an obligation. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed an Owner and each shall be a Member of the Association.

(p) "Party Wall" or "Common Wall" shall mean any common structural or non-structural separation wall built as a part of the original construction (or any replacements thereof) placed on the dividing line between the Lots. The Owner of a Lot shall be deemed to own as a part of such Owner's Lot to the midpoint of the width of the Party (Common) Wall which separates such Owner's building from the adjoining building on the adjoining Lot which shares such wall.

(q) "Rules and Regulations" shall mean any instruments, however denominated, which are adopted by the Association for the regulation and management of the Community and any policies or procedures required by the Act including any amendments to those instruments.

(r) "Special Assessment" shall mean any assessment as set forth in Section 5.3 herein below.

(s) "Village 2 Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and includes that property described as follows:

All of Pier Point Village 2 as shown on the Plat except the numbered Lots thereon.

(t) "Limited Common Area" shall mean and refer to a portion of the Common Area which is restricted to the use of only one Lot or Unit, which shall include but not be limited to the sewer lines from the point where they leave the Lot boundary to the point where they connect with a shared service line.

## ARTICLE II - THE ASSOCIATION

### **Section 2.1 Membership.**

The Owner(s) of each Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

### **Section 2.2 General Purposes and Powers of the Association.**

The Association, through its Board of Directors, shall perform functions and manage the Community as provided in this Declaration so as to protect the value and desirability of the Community and the Lots. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes including but not limited to such authority as set forth in the Act.

### **Section 2.3 Authority of the Association.**

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, this Declaration, its Articles of Incorporation and Bylaws, and any Rules and Regulations which may be adopted, amended, and repealed by the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility for any delegated acts.

### **ARTICLE III - VOTING RIGHTS**

#### **Section 3.1 Voting Rights.**

Members shall be entitled to one vote for each Lot. Fractional and cumulative voting are prohibited. When more than one person or entity holds such interest in any Lot, all such persons shall be Members; the vote for such Lot shall be exercised as they among themselves determine. In the event any conflicting votes are cast by Owners of the same Lot or such Owners are unable to agree on a vote, the vote on a matter by that Lot shall be null and void. In no event shall more than one vote be cast on behalf of any single Lot.

### **ARTICLE IV - PROPERTY RIGHTS**

#### **Section 4.1 Owners' Easements of Enjoyment.**

Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Village 2 Common Area;
- (b) The right of the Association to suspend the voting rights and the right to use the Pier Point Village 2 Common Areas by an Owner and his family members, guests, licensees, invitees and installment contract purchasers for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infractions of the published Rules and Regulations except that such suspension shall not in any manner interfere with the rights of Owner, his family members, his guests, licensees, invitees, and installment contract purchasers to free access for purposes of ingress and egress to and from his Lot
- (c) The right of the Association to dedicate or transfer all or any part of the Village 2 Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the Members agreeing to such dedication or transfer has been recorded.
- (d) The right of individual Owners to the exclusive use of the driveway adjacent to his or her Lot.

#### **Section 4.2 Property for Common Use.**

The Association may acquire and hold for the use and benefit of all of the Owners real, tangible and intangible personal property and may dispose of the same by sale or otherwise.

### **ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **Section 5.1 Creation of the Lien and Personal Obligation of Assessments.**

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay Assessments to the Association. Such Assessments are to be fixed, established and collected from time to time as hereinafter provided. The Assessments shall be a charge on the land and shall be a continuing lien upon the property against which each Assessment is made. Recording of this Declaration shall constitute perfection of such lien and no further document need be recorded. Each such

Assessment shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The personal obligation to pay any past due sums shall not pass to his successor in title unless expressly assumed by them.

**Section 5.2 Common Expense Assessments.**

The Common Expense Assessments may be made on an annual or more frequent basis against all Lots in equal proportion. The Board of Directors shall base the Common Expense Assessments upon the Association's expected annual operating expenses for the Association's fiscal year, plus contingencies and contributions to reserves. The Common Expense Assessments may be raised by not more than five percent (5.0%) over the previous year's Common Expense Assessment by the Board of Directors without the approval of the Members. The Common Expense Assessment may be raised by more than five percent (5.0%) over the previous year's Common Expense Assessment with the affirmative vote of at least two-thirds (2/3) of those votes cast at an Association meeting where a quorum of ten percent (10%) of the total votes in the Association are present in person or by proxy. Written notice of the Association meeting shall be provided to all members at their address of record not less than ten (10) days and not more than fifty (50) days prior to the meeting.

The Assessments imposed by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of its Members and their guests; and for carrying out the Association's duties pursuant to the Governing Documents. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification, or release of the Lot Owners from their obligation to pay. Common Expense Assessments shall be due and payable in monthly installments, or on any other basis, as determined by the Board of Directors. The Association shall, within fourteen (14) calendar days of receiving written demand by certified mail, return receipt requested, furnish a certificate in writing setting forth whether the Assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 5.3 Special Assessments.**

The Association may impose Special Assessments, for the purpose of defraying in whole or in part, the cost of any previously unanticipated construction, repair, or replacement required pursuant to the Association's Governing Documents, for any Association revenue shortfall, or for any unexpected expenses deemed necessary and appropriate by the Board of Directors; provided that any such Special Assessment shall be approved by the Members through the affirmative vote of at least two-thirds (2/3) of those votes cast at a meeting at which a quorum is present as provided herein. A quorum of at least fifty percent (50%) of the total votes in the Association must be present, in person or by proxy, at such meeting. If the required quorum is not present, another meeting may be called and the required quorum at the subsequent meeting shall be at least twenty five percent (25%) of the total votes in the Association, in person or by proxy. Written notice of the Association meeting shall be provided to all members at their address of record not less than ten (10) days and not more than fifty (50) days prior to the meeting.

All Special Assessments shall be fixed at uniform rates for all Lots. The due date of any Special Assessment shall be fixed in the resolution authorizing the Special Assessment; however, such due date shall be at least thirty (30) days after the date of such resolution is approved by the Members.

**Section 5.4 Default Assessments.**

All monetary fines assessed against an Owner pursuant to the Governing 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 Governing Documents shall be a Default Assessment and shall become a lien against such Owner's Lot 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 as set forth in the Association's policies.

**Section 5.5 Effect of Nonpayment of Assessments – Association's Remedies.**

Any Assessment payment not received within ten (10) days after the due date shall be considered delinquent. The Association shall be entitled to charge a reasonable late fee, interest charge, and other fees for delinquent accounts as set forth in the Association's Rules and Regulations. The Association may, but is not required to, file with the Clerk and Recorder of Arapahoe, County a Statement of Lien with respect to the Property, setting forth the name of the Association, and the amount of Assessments then owing. The Association may bring action at law against the Owner(s) personally obligated to pay the delinquent Assessment. The Association may proceed to foreclose its lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. In either a personal or foreclosure action, the Association shall be entitled to recover the interest, costs, and reasonable attorney's fees incurred regardless of whether an action is commenced. In addition thereto or in lieu thereof, the Association shall be entitled to the appointment of a receiver to take control of the Lot and to rent the home thereon for the benefit of the Association, all as set forth in a Court Order appointing the receiver. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 5.6 Lien Priority.**

The lien of the Association is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded prior to June 22, 1978; (2) a first lien security interest on the Lot (except for an amount equal to the regular Common Expense Assessment installments that would have come due, whether or not they were paid, during the six months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien created under this section of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law and every Owner, by acceptance of a deed, hereby waives any rights thereto in favor of the Association. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that, upon proper notice to the Association and opportunity to cure or redeem by the Association, sale or transfer of any Lot pursuant to foreclosure of any first lien security interest shall only extinguish the lien of Assessments as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessments thereafter becoming due, nor from the lien thereof.

**Section 5.7 Reserves.**

The Association shall establish reserves for the maintenance, improvement repair and replacement of those items that must be periodically maintained, repaired, improved or replaced by the



Association. Such reserves shall, to the extent reasonably possible, be funded through the collection of Common Expense Assessments.

## **ARTICLE VI - PARTY WALLS**

### **Section 6.1 Party Wall Easements.**

Mutual reciprocal easements are hereby established, declared and granted for all Party Walls between improvements constructed on Lots, which reciprocal easements shall be for mutual support and shall be governed by this Declaration and more particularly the succeeding Sections of this Article. Every deed, whether or not expressly so stating, shall be deemed to convey and to be subject to such reciprocal easements.

### **Section 6.2 General Rules of Law to Apply.**

Each wall which is built as a part of the original construction of the homes or replacements thereto upon the Property and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

### **Section 6.3 Sharing of Repair and Maintenance.**

An Owner and the Owner of the adjoining Lot shall be responsible, each in equal shares for the reasonable repair and maintenance of any Party Wall between their respective Lots unless the Party Wall repairs or maintenance shall be necessitated by the negligent or intentional acts or omissions, in which case the responsible Owner shall be solely responsible for such costs. It shall be an affirmative obligation of the Owners thereof to maintain and keep the Party Wall structurally sound and in good condition.

### **Section 6.4 Destruction by Fire or Other Casualty.**

If a Party Wall is destroyed or damaged by a catastrophic casualty such as a fire, the Owners shall share equally in the cost to restore it, unless the damage or destruction was caused by a negligent or intentional act or omission, in which case the responsible Owner shall be solely responsible for the cost to restore the Party Wall.

### **Section 6.5 Weatherproofing.**

Notwithstanding any other provision of this Article, an Owner who by his negligent or intentional act or omission causes the Party Wall to be exposed to the elements shall bear the whole cost of the damage and of furnishing reasonably necessary protection against such elements.

### **Section 6.6 Right to Contribution Runs with Land.**

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

### **Section 6.7 Arbitration.**

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall submit to dispute arbitration. In the event the parties are unable to agree to an arbitrator, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all three arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request, the Board of Directors of the

Association shall select an arbitrator for the refusing party. All parties to the dispute will share the cost of the arbitration.

## **ARTICLE VII - ARCHITECTURAL CONTROL**

### **Section 7.1 Architectural Control**

No building, fence, wall, or other structure shall be commenced erected, or maintained upon any Lot, nor shall any exterior addition, change or alternations thereto or thereon be made until the plans and all specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by an architectural control committee composed of three (3) or more Owners appointed by the Association's Board of Directors. If no such committee is appointed, then the Board of Directors shall have such authority. In the event said designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and all specifications have been submitted to it, the request shall be considered denied. An Owner's compliance with the requirements of this Article VII shall not waive or satisfy any other architectural control requirements that may exist, including but not limited to those of the Pier Point 7 Master Council, Inc., (the "Master Association").

The Board of Directors may adopt guidelines regarding any structural, electrical, or aesthetic exterior alterations to any Lot or Common Element. Notwithstanding the foregoing, the Association's Board of Directors shall be entitled to delegate some or all of its architectural control responsibilities herein to the Master Association.

## **ARTICLE VIII - MAINTENANCE RESPONSIBILITIES**

### **Section 8.1 Association Maintenance.**

The Association shall maintain the Common Area and, except for Limited Common Areas, shall provide exterior maintenance, repair and replacement (including paint and/or stain as is appropriate) on each Lot and the homes thereon, as follows:

The exterior building surfaces such as roofing shingles and underlayment; vents to the extent they are outside of the roof sheathing or exterior wall plywood and roof jacks; gutters and downspouts; exterior siding, soffits, and trim (but not including replacement of doors and door frames, and windows and window frames); decks and fences; skylights installed by the original builder or installed with the Association's written permission; security lights which are controlled by photocells located in the Common Area; and sewer lines serving more than one Lot, including but not limited to the main sewer lines. All items upon the Lots and the homes thereon that are not specifically the Association's responsibility shall be the responsibility of the Owner(s) of the Lot.

Maintenance and repair of the interiors of the homes shall be provided by the Association only to the extent needed to repair damage caused by the Association's negligent performance of its maintenance duties as specifically set forth in the Association's governing documents.

### **Section 8.2 Owner Maintenance.**

Except as set forth in Section 8.1 herein above, the Owners shall be responsible for all maintenance repair and replacement of the Lots and homes except those included in Section 8.1, including but not limited to, the following:

All components of the Lots and homes including the walls and wall coverings; all doors including garage doors and door frames, coverings, and seals; all windows and glass

including window coverings, frames, and seals; all external items on the Lots and homes which are controlled from inside the homes, including but not limited to, electric outlets, lights, sump pumps, individual sewer lines from the interior of the homes upon the Lots up to the point where the line joins a common service line shared by more than one Lot, even though part of these sewer lines will be outside of the Lot boundaries, and water faucets and other Limited Common Area items, including but not limited to, solariums, solar systems, satellite dishes, cables and wiring attached to the Unit; and those items listed as the Association's responsibility if the need for maintenance or repair is caused by the negligent acts or omissions of an Owner, their family, tenants, residents or invitees.

**Section 8.3 Owner's Negligence.**

In the event that the need for maintenance or repair is caused through the willful or negligent act or omission of the Owner, an Owner's family, guests, or invitees, the cost of such maintenance or repairs may be, at the discretion of the Board of Directors, a Default Assessment to such Owner and such Owner's Lot.

**ARTICLE IX - USE RESTRICTIONS**

**Section 9.1 Use/Occupancy.**

The Property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. All buildings or structures erected upon the Property shall be of new construction and no building or structure shall be moved from other locations onto said premises. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the Property at any time as a residence or for storage, either temporarily or permanently without the written approval of the Association as set forth in Article VII herein above. Further, no business or other activity shall be conducted on any Lot or Common Area that creates a sight, smell, or sound which results in an unreasonable disturbance in the Community.

Owners may lease their unit for minimum terms of at least six months. The Owner shall provide an executed copy of a lease; the names of all occupants of the Unit, a phone number and/or email address by which the lessee may be contacted; and the license numbers of all of the lessee's vehicles. No Owner may lease their unit for transient or hotel purposes. The Owner shall be responsible to provide and review the Governing Documents with each leasee. Failure by a leasee to comply with all restrictions in the Governing Documents may be cause for the Association to void the lease or to pursue any other remedies available at law or in equity.

**Section 9.2 Common Area.**

No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area. No Owner shall place any structure or improvement whatsoever upon the Common Area without the written approval of the Association. Nor shall any Owner engage in any activity which will temporarily or permanently deny free access to the Common Area to any other Owner. The use of the Common Area shall be subject to such Rules and Regulations as may be adopted from time to time by the Association through its Board of Directors. No use shall ever be made of the Common Area which will deny ingress and egress to those Owners having access to Lots only over Common Area and the right of ingress and egress to said Lots by vehicle and otherwise is hereby expressly granted.

**Section 9.3 Lots to be Maintained.**

No garbage cans, trash, litter, junk boxes, containers, bottles, cans, equipment, lumber, storage piles or other similar items shall be permitted to remain exposed upon or within any Lot so that the same are visible from any neighboring lots, or any streets. All garbage cans or refuse receptacles shall have lids, and be put out the night before or the morning of scheduled pickup and removed in a timely manner. The Association, and its agents, shall have the authority but not the duty to enter, replace, maintain, repair and clean-up Lots which do not conform to the provisions of this Section, and to charge and collect from the Lot Owners thereof all reasonable costs related thereto as a Default Assessment.

**Section 9.4 Animals and Pets.**

No animals, livestock, reptiles, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept outdoors or are bred or maintained for any commercial purpose. No more than three (3) pets shall be kept on any Lot without the express written permission of the Association. The Owner shall at all times have pets under control, whether within the Owner's Lot or any other location within the Community. The Association's Board of Directors reserves the right to further regulate animals within the Association's Community through the adoption of Rules and Regulations.

**Section 9.5 Signage.**

No billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. "For Sale" or "For Lease" signs may be authorized pursuant to Association Rules and Regulations. Military star flags, American flags and political signs shall be authorized to the extent required by the Act or as more broadly authorized by Association Rules and Regulations.

**Section 9.6 Antennae.**

Subject to applicable state or federal law or regulations adopted in conformance thereof, no exterior television or radio antennas, satellite dishes, or solar panels of any sort shall be placed, allowed, or maintained upon any portion of the Property or upon any Lot, except as may be approved, in writing, by the Association.

**Section 9.7 No Annoying Lights, Sounds, or Odors.**

No light shall be emitted from any portion of the Community that is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by the Association to be noxious or offensive.

**Section 9.8 Nuisances.**

No nuisance shall be permitted within the Community, nor any use, activity, or practice that is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends, disturbs, any Lot Owner or that may unreasonably interfere with the peaceful enjoyment of possession or the proper use of a Lot or the Common area. The Association shall have the authority but not the duty to prosecute nuisance, sound, light, or other similar violations that do not affect the community-at-large. Further, no improper, offensive, or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be

observed. Lot Owners shall be responsible for the conduct of their family, tenants, guests and invitees.

**Section 9.9 Vehicular Parking, Storage, and Repairs**

(a) Vehicles belonging to a resident shall be kept in such Owner's garage. Garage doors shall be kept closed when not in use. Guest parking is located within the Common Area and shall be reserved for guests. A parking permit shall be required for overnight parking in visitor parking.

(b) No resident's vehicles shall be parked within the Community outside of the garage. Daytime parking by guests and overnight parking by guests when the vehicle displays a visitor's parking permit is allowed. In the event that the Association determines that a vehicle is parked in violation of the parking rules, a notice shall be conspicuously placed upon the vehicle. If such vehicle is not removed from the Community within twenty four (24) hours after providing such notice, the Association shall have the right to remove the vehicle and the owner of the vehicle shall be solely responsible for all towing and storage charges. In addition to or in lieu thereof, the Association may fine and/or prosecute a case against the vehicle owner to resolve the matter.

(c) The following items may not be parked or stored within the Community unless authorized in writing by the Board of Directors of the Association: commercial vehicles (as defined by commercial registration, signage or equipment), trailers, mobile homes, buses, recreational vehicles, truck campers, boats, or any other vehicle, equipment or item that is not a passenger automobile.

(d) No activity such as, but not limited to, washing, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle may be performed or conducted on the Common Area, except as permitted by prior written approval of the Board of Directors.

(e) The Association's Board of Directors reserves the right to further restrict and/or define, through Rules and Regulations, the use, parking, storage, and repair of vehicles and other items throughout the Community.

**ARTICLE X – EASEMENTS**

**Section 10.1 Easements.**

In addition to Lot Owner's Easement of Enjoyment described in Section 4.1, the easements over and across the Common Area shall be those shown or provided for upon the Plat and such other easements across and upon as may be necessary or required, upon seven (7) days notice, for drainage and construction, installation, repairing, and maintaining of all utilities, including, but not limited to, sewer, water, gas, telephone, and electricity and as may be established pursuant to the provisions of this Declaration. Each Lot is subject to an easement in favor of the Board of Directors (including its agents, employees and contractors) to allow for their performance of obligations pursuant to the Governing Documents. Additionally, an emergency access easement is hereby granted to the Association's Board of Directors (including its agents, employees and contractors) and to all police, sheriff, fire protection and similar emergency agencies to enter any part of the Community, including the Lots and homes thereon, as is reasonably necessary and upon as much notice to the Lot Owner as is practical given the situation, to preserve and protect life and health or to protect the Lots and improvements thereon or the Common Area from damage or loss.

## ARTICLE XI - GENERAL PROVISIONS

### **Section 11.1 Enforcement.**

The Association and all Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter

### **Section 11.2 Membership Succession.**

Any person, firm, corporation, or other entity which shall succeed to the title of any Owner through deed, foreclosure of a Deed of Trust or other type of security instrument or through other legal proceedings, shall become a Member of the Association as Owner and shall succeed to the rights, duties, and liabilities of the previous Owner as herein provided.

### **Section 11.3 Amendment.**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration in perpetuity. This Declaration, as well as any provision, covenant, condition, restriction or equitable servitude herein, may be amended, changed, modified, supplemented, added to, deleted, or repealed upon the approval of at least two-thirds (2/3rds) of the votes in the Association.

### **Section 11.4 Severability.**

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

### **Section 11.5 Interpretation.**

The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

### **Section 11.6 Singular Includes the Plural.**

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

### **Section 11.7 Conflict of Provisions.**

In case of conflict between this Declaration and the Articles of Incorporation, Bylaws, or Rules and Regulations adopted by the Board of Directors, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws or Rules and Regulations adopted by the Board, the Articles of Incorporation shall control. In the case of conflict between the Bylaws and Rules and Regulations adopted by the Board, the Bylaws shall control.

## **ARTICLE XII - DAMAGE, DESTRUCTION, OR CONDEMNATION**

### **Section 12.1 Owners' Obligation to Rebuild Lots.**

In the event that any structure or improvement on any Lot is damaged or destroyed, the Lot Owner will promptly repair and reconstruct to substantially the same condition in which the structure or improvement existed prior to the damage or destruction. The Association shall adjust the loss in accordance with Section 13.6 herein below. The Lot Owner shall be responsible for the deductible portion of the loss. Any uninsured portion of loss shall be a common expense..

In the event any Lot Owner shall fail to perform his maintenance, repair or replacement obligation in a manner satisfactory to the Association, the Association shall be entitled repair or replace the damage and all cost will be considered an Assessment to the Lot Owner.

### **Section 12.2 Condemnation of Common Areas.**

If at any time all or any part of the Common Area of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, all compensation, damages, or other proceeds therefrom shall be payable to the Association.

## **ARTICLE XIII – INSURANCE**

### **Section 13.1 Insurance Carried by Association.**

The Board of Directors of the Association or its agent shall obtain and maintain in force the following policies of insurance, as well as any other coverage that the Board deems appropriate including but not limited to the following:

(a) Casualty, Fire, and Extended Coverage Insurance for broad form covered causes of loss and an "all risks" endorsement on the Village 2 Common Area and the Lots and improvements thereon and the improvements thereon including fixtures and service equipment initially installed by the Declarant or original builder but not including upgrades, furniture, furnishings, or other personal property therein supplied by or installed by Owners. Such insurance shall be in an amount equal to the full replacement value (exclusive of the land & other items normally excluded from coverage) less applicable deductibles and shall include code upgrades, vandalism, malicious mischief, windstorm and water damage, debris removal and cost of demolition. Each Lot Owner shall be entitled to receive a certificate stating the coverages and amounts obtained by the Association. Fire and extended property coverage insurance shall be carried in blanket policy form naming the Association, as insured, as attorney in fact for all Owners. The policy or policies shall contain a standard non-contributory Mortgagee's clause and a provision that policies cannot be cancelled or non-renewed without thirty (30) days prior written notice to the Association and each Owner.

(b) Broad form comprehensive Commercial General Liability Insurance covering all of the Village 2 Common Areas and insuring the Association in an amount not less than \$1,000,000.00, insuring the Board of Directors, the Association, any managing agent, and their respective employees, agents and all persons acting as agent covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, and, if applicable, garage keeper's liability, and such other risks as shall be covered with respect to projects similar in construction, location, and use. The Owners shall also be included as additional insured's but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Area.

(c) If applicable, a policy of Workers' Compensation and Employer's Liability Insurance and all other similar insurance with respect to employees of the Association or uninsured sub-contractors in the amount and in forms now or hereafter required by law.

(d) A policy of Fidelity Coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association including the management company. All such fidelity policies shall meet the following requirements: (1) name the Association as an obligee; and (2) be written in an amount equal to at least the reserves plus three months worth of homeowners' assessments;

(e) A policy of Directors' and Officers' Insurance in an amount of at least \$1,000,000.00 to protect the Directors and Officers of the Association and all board appointed committee members including coverage for non-monetary claims; and

(f) Other Insurance against such other risks, of similar or dissimilar nature, including flood insurance and boiler insurance, as the Association shall deem appropriate with respect to the Association's responsibilities and duties.

### **Section 13.2 Insurance Carried by Owners.**

Owners shall have the sole and direct responsibility for:

(a) Personal insurance coverage for improvements installed by someone other than the Declarant or the original builder including upgrades, window treatments, pictures, furniture, furnishings, and other items of personality or other property belonging to an Owner, an Owner's Guest(s) and/or an Owner's tenants; and

(b) Liability within their homes and upon their Lots.

### **Section 13.3 Primacy of Insurance.**

The liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such insurance carried by Lot Owners and provided, further, that the policies of insurance carried by the Association shall be primary, even if a Lot Owner has other insurance that covers the same loss or losses as covered by policies of the Association. The Association's insurance coverage in this Article **does not obviate the need for Lot Owners to obtain insurance for their own benefit.**

### **Section 13.4 General Terms of Policies.**

All policies of insurance shall provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Village 2 Common Area or membership in the Association; that the insurer waives its rights to subrogation under the policy against any Owner or member of his/her household; that no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and that if, at the time of a loss under the policy, there is other insurance in the name of a Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

### **Section 13.5 Annual Insurance Reviews.**

The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.



**Section 13.6 Adjustments by the Association.**

Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Lot Owners and holders of first security interests as their interests may appear. Proceeds must be distributed first for the repair or restoration of the damaged property. The Lot Owners and holders of security interests are not entitled to receive payment of any portion of the proceeds. The Association, through the Board of Directors, may determine how a surplus of proceeds, if any, shall be utilized.

**Section 13.7 Duty to Repair.**

Any portion of the Community for which insurance is required under this Article, which is damaged or destroyed must be repaired or replaced promptly by the Association or Lot Owner, as may be applicable.

**Section 13.8 Condemnation and Hazard Insurance Allocations and Distributions.**

In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Lot Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

**Section 13.9 Responsibility for Payment of Deductible Amount.**

Whether the Board, in its discretion, chooses to submit a claim under the Association's insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

(a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area or improvements thereto or thereon unless the damage is caused by the negligent or willful act or omission of an Owner, an Owner's family, guests, or invitees, in compliance with and under Section 8.3 of the Declaration.

(b) Any loss falling within the deductible portion of the Association's policies to property for which Owners have repair and maintenance responsibility shall be paid or absorbed by the Owners of the Lots involved in the same proportion as each Owner's claim bears to the total amount of insurance proceeds paid for the occurrence.

IN WITNESS WHEREOF, the undersigned, being the president of the Pier Point Village 2 Homeowners Association, Inc., hereby certifies that the Association has obtained requisite approval of this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Pier Point Village 2. The attached requisite signatures are attached hereto as Exhibit "B" and incorporated herein by this reference.

**Pier Point Village 2 Homeowners Association, Inc.**

By: *Darrel Carl Overman*  
Darrel Carl Overman, President

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF ARAPAHOE                )

I, the undersigned Notary Public in the State of Colorado, do certify that on this 18<sup>th</sup> day of December, 2010, Darrel Carl Overman appeared before me as President of the Pier Point Village 2 Homeowners Association, Inc. and after being duly sworn upon his oath, did affirm and verify above was true and correct to the best of his information and belief.

WITNESS my hand and official seal.

My commission expires: My Commission Expires 01/15/2013

*Sarah Ruth Williams*  
Notary Public

