

Covenants of Cranberry Park Inc.

AMENDED DECLARATION OF COVENANTS OF CRANBERRY PARK

THIS AMENDED DECLARATION is made and entered into by Cranberry Park Home Owners Association, LLC, hereinafter referred to as "Declarant" or "Community";

WITNESSETH

WHEREAS, any reference to Declarant in the original Declaration is superseded by these Amendments, and, whereas, pursuant to the terms of the original **Declaration of Covenants, Conditions and Restrictions of Cranberry Park** dated July 22, 2008 (hereinafter "Original Declaration"), the Common Interest Community acknowledges that DCS Development & Construction, LLC, the Declarant in the Original Declaration, has no further rights nor interest to the Common Interest Community or common areas therein; and

WHEREAS an Amended Declaration of **Covenants, Conditions and Restrictions of Cranberry Park**, was previously made by DCS Development & Construction LLC, on June 8, 2010, but never recorded; and

WHEREAS the planned Common Interest Community envisioned by the Original Declaration is now an established planned community under the Colorado Common Interest Ownership Act, to-wit: Colo. Rev. Stat. Section 38-33.3-101 et seq., hereinafter referred to as the "**Act**";

NOW, THEREFORE, Declarant does hereby revoke the previous unrecorded June 8, 2010, Amended Declaration of Covenants, Conditions and Restrictions of Cranberry Park in its entirety, and does now, hereby provide **Covenants, Conditions and Restrictions of Cranberry Park** (hereinafter referred to as **Covenants**) dated January 16, 2023 as set forth, herein, with an effective date of January 7, 2023.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land encompassing the Community and shall be a burden and a benefit to the Community, its grantees, successors and assigns, and any person acquiring or owning an interest in the real property and improvements thereon which is subject to this Declaration, their grantees, successors, heirs, personal representatives, devisees and assigns.

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1. Definitions. As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

a. Documents of the Association include:

(1) "**Articles**" means the "Articles of Incorporation".

(2) "**Bylaws**" means the "Bylaws of the Association".

(3) "**Covenants**" means the "Covenants of Cranberry Park".

(4) "**Resolutions**" means "Resolutions of Cranberry Park".

(5) "**Accounting Procedures**" means the "Guidelines, Standards, and Procedures for the Accounting Committee".

(6) "**Architecture Procedures**" means the "Guidelines, Standards, and Procedures, for the Architecture Committee".

(7) "**Maintenance Procedures**" means the "Guidelines, Standards, and Procedures for the Maintenance Committee".

b. "**Association**" means the Cranberry Park Homeowners Association, LLC, its successors and assigns, or an entity formed under any other name, the Articles and **Bylaws** of which, as hereinafter defined, along with this Declaration, shall govern the administration of the Association, the Members of which shall be all of the Owners.

c. "**Board of Directors**" or "Board" means the Board of Directors of the Association, defined as the Executive Board in the Act.

d. "**Common Elements**" are all the real estate of the Common Interest Community other than a Unit, including, but not limited to, private streets, street sidewalks, traffic control facilities, perimeter walls/fences, recreation areas, drainage facilities, appurtenant easements, and limited common elements as hereafter defined, all of which shall be owned by the Association.

e. "**Limited Common Elements**" means those Common Elements which are reserved for the use of certain Owners to the exclusion of the others, including but not limited to, driveways, gravel/concrete paths, porches, patios, decks, yard areas, and parking spaces.

f. "**Common Expense Dues**" are the funds required to be paid by each Unit Owner in payment of such Owner's Common Expense liability. These expenses include:

(1) expenses of administration, maintenance, construction, improvement, repair, or replacement of the Common Elements,

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(2) expenses of utilities not separately metered and billed directly to the individual Unit Owners,

(3) expenses declared to be Common Expenses by the Documents or by the Act,

(4) expenses agreed upon as Common Expenses by the Association and,

(5) reasonable reserves established by the Association, whether held in trust or by the Association, for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

(6) In addition, the costs and expenses imposed on the Association benefitting fewer than all the Units, shall be a Common Expense, except as otherwise stated herein, assessed exclusively against those Units benefitted.

g. "**Common Expenses**" are the expenses or financial liabilities for the operation of the Common Interest Community.

h. "**Common Interest Community**" is the real property described in Paragraph 5 (Description of Common Interest Community) and subject to this Declaration.

i. "**Declaration**" means this Declaration together with any supplement or amendment hereto recorded in the office of the Clerk and Recorder of Fremont County, State of Colorado.

j. "**Declarant**" or "**Community**" means Cranberry Park Home Owners Association, LLC.

k. "**Guest**" means any agent, employee, tenant, guest, licensee, or invitee of an Owner.

l. "**Managing Agent**" means any Person employed by the Board to perform the management and operational functions of the Association.

m. "**Mortgage**" means and includes any mortgage, deed of trust or other assignment or security instrument creating a lien on any Unit, and "**Mortgagee**" shall include any grantee, beneficiary, or assignee of a Mortgage.

n. "**Owner**" means the Person or Persons, as hereinafter defined, owning a Unit in the Common Interest Community.

o. "**Person**" means an individual, corporation, partnership, combination, association, trustee or any other legal entity.

p. "**Community**" means all the Property, Units and improvements submitted to this Declaration.

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q. "**Residence**" shall be the building for single-family living constructed on a single Unit or in a building that contains two Units divided by a shared Party wall.

r. "**Townhouse or Townhouses**" means the building contained within each Unit.

s. "**Unit**" means a physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are defined on the Plat and described in Paragraph 5 (Description of Common Interest Community) of this Declaration.

2. Map. There shall be filed for record in the County of Fremont, State of Colorado, a map or plat, hereinafter referred to as the "Map," which Map may be filed in whole or in part, depicting thereon:

a. the legal description of the Community and a survey thereof and

b. the name and general location of the Community.

3. Access to Limited Common Elements. Subject to the definition thereof, the Limited Common Elements shall be identified herein or on the Map and designated as appurtenant to a particular Unit herein shall, without further reference thereto, be used in connection with the Unit to which it is appurtenant to the exclusion of the use thereof by the other Owners, except by invitation.

4. Inseparability of a Unit. An Owner's undivided interest in the Common Elements and in any appurtenant Limited Common Elements shall not be separated from the Unit to which they are appurtenant and shall be deemed to be conveyed or encumbered with the Unit even though the interest is not expressly mentioned or described in a deed or other instrument.

5. Description of Common Interest Community.

a. Maximum Number of Units. The Common Interest Community contains forty-six (46) Units.

b. Boundaries. Vertical boundaries of each Unit within the Community created by the Declaration, if any, are shown on the Plat and each Unit is identified with its identifying number. The Unit horizontal boundaries are as designated on the plat or Map.

6. No Partition. The Common Elements shall remain undivided, and no Owner or any other person shall bring any action for partition or division of the Common Elements. Similarly, no action shall be brought for partition of a Unit between or among the Owners thereof.

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Each owner hereby expressly waives any and all such rights of partition he may have by virtue of his or her ownership of a Unit.

7. Separate Taxation. Each Unit created hereunder, together with its interest in the Common Elements, constitute for all purposes a separate parcel of real estate and must be separately assessed and taxed. Any taxes levied against the Association for Common Elements will be a Common Expense. For details on property taxation contact the Fremont County Assessor's office.

8. Title. A Unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado.

9. Certain Work Prohibited. No Owner shall undertake any work in his Unit which would jeopardize the soundness or safety of the Community, reduce the value thereof or impair an easement, without having first obtained the prior written approval of the Architecture Committee and Board for such work and with respect to the materials, plans and specifications provided for such work.

Structural alterations shall not be made by an Owner to the exterior portions of his Unit or in the water, gas, electric conduits, plumbing, or other fixtures connected therewith, without the prior written approval of the Architecture Committee and Board first having been obtained.

No accessory structures including shall be added to the Unit without the prior written approval of the Architecture Committee and Board first having been obtained.

Owners may request a review and vote by the full Community Membership on any change that was denied in the normal review process.

10. Apportionment and Collection of Common Expenses.

a. Apportionment of Common Expenses. Except as provided in sub-paragraphs below all Common Expenses shall be assessed against all Units in accordance with their percentage interests in the Common Expenses, i.e., 1/46th per Unit, shall include, but not be limited to, Common Expenses for reasonable maintenance of the Common Elements, the exterior Party Walls, fencing and the landscaped exterior portions of Units, notwithstanding the fact that such maintenance and replacement could be viewed as benefitting one particular Unit over another.

b. Common Expenses Attributable to Fewer than all Units.

(1) Any Common Expense for services approved by the Board and provided by the Association to an individual Unit, or some Units but fewer than all the Units, at the

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request of the particular Unit Owner or Owners shall be assessed against the requesting Unit(s).

(2) An assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered in proportion to their Common Expense liabilities.

(3) If a Common Expense is incurred by the action or inaction of a Unit Owner, the Association may assess that expense exclusively against that Unit Owner's Unit.

(4) Fees, charges, taxes, imposition, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to this Declaration and the Act are enforceable as Common Expense Assessments.

c. Collection of Common Expenses shall be managed in accordance with HB-22-1137, "Homeowners' Association Board Accountability and Transparency".

HB-22-1137 is concerning practices of unit owners' associations, and, in connection therewith, authorizing the enforcement of certain matters regarding unit owners' associations in small claims court and limiting the conduct of unit owners' associations in collecting unpaid assessments, fees, and fines.

d. Budget Adoption and Ratification. Within 90 days after adoption of a proposed budget for the Common Interest Community by the Board, the Board shall provide a summary of the budget to each Unit Owner as provided by the **Bylaws** and shall set a date for a meeting of the Unit Owners to consider ratification of the budget. The meeting shall be not less than 14 nor more than 63 days after delivering the summary. Unless at that meeting a majority of Unit Owners present rejects the budget, the budget is ratified even if a quorum is not present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a new budget proposed by the Board.

e. Ratification of Nonbudgeted Common Expense Assessment. If the Board votes to levy Common Expense Assessments not included in the current budget in an amount greater than five percent (5%) of the current annual operating budget the Board shall submit this Common Expense to the Unit Owners for ratification in the same manner as a budget is approved under Paragraph 10(d) (Budget Adoption and Ratification).

f. Certificate of Payment of Common Expense Dues. The Association, upon written request, shall furnish a Unit Owner with a written statement setting out the amount of unpaid Common Expense Dues against the Unit. The statement must be furnished within 14 calendar days after receipt of the request and is binding on the Association, the Board, and each Unit Owner. A reasonable fee, established by the Board, may be charged for such statement.

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g. Monthly Payment of Common Expenses. All Common Expenses assessed under this Declaration shall be due and payable monthly unless otherwise determined by the Board.

h. Acceleration of Common Expense Assessments. In the event of default for more than three (3) months in which any Unit Owner does not make the payment of Common Expense Assessment levied against his Unit, the Board shall have the right, after Notice and Hearing, to declare all unpaid Common Expense Assessments for the pertinent fiscal year immediately due and payable.

i. Commencement of Common Expense Dues. Common Expense Assessments shall begin on the first day of the month in which conveyance of the Unit to a new Unit Owner. Common Expense Dues shall be levied against and payable by the Owner(s) of all Units.

j. No Waiver of Liability for Common Expenses. No Unit may become exempt from liability for payment of the Common Expense Dues by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Dues are required.

k. Personal Liability of Unit Owners. The Unit Owner of a Unit, at the time a Common Expense Dues or portion of the Dues is due and payable, is personally liable for the Common Expense Dues. Personal liability for the Common Expense Dues shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation.

11. Reserve Funds

a. Emergency Reserve Fund. The Association shall maintain a reserve fund to meet emergency unforeseen expenditures for services or equipment. Transfers from the fund shall require a membership approval. The fund shall be held by the Association in a segregated fund. A minimum balance shall be maintained at a sum as specified in the **Resolutions**. The Association, by its Board, shall adopt reasonable procedures for replenishing the Emergency Reserve Fund.

b. Working Capital Fund. The Association shall establish and maintain a reserve fund for the planned replacement or improvements to the Common Elements based on current and forecasted budgets. The Association, by its Board, shall adopt reasonable procedures for replenishing the Working Capital Fund. Transfers from the fund do not require membership approval if previously approved in the Budget.

12. Use and Occupancy of Units. Each Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit shall be used for residential purposes only, and no Unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. For the purposes of the foregoing sentence, each Unit shall be deemed to have been designed to accommodate safely a maximum of two permanent occupants per bedroom. No Unit shall be used at any time for any business

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or commercial activity. The Owner thereof may not lease or rent such Unit for private residential or living purposes without prior approval of the Board and the Association.

13. Use of Common and Limited Common Elements. Each Owner may use the Common Elements and his appurtenant Limited Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Association and/or the Board may from time to time adopt rules and regulations governing the use of Common and Limited Common Elements, but such rules and regulations shall be uniform and non-discriminatory. Each Owner, by the acceptance of his deed or other instrument of conveyance or assignment agrees to accept and be bound by any such adopted rules and regulations.

14. Various Rights and Easements.

a. Owner's Rights in Limited Common Elements. Subject to the other provisions of this Declaration, each Owner, his family and Guests, shall have an exclusive right to use and enjoy the Limited Common Elements designated herein, in the Map or in the initial deed from Declarant as appurtenant to the Unit owned by such Owner.

b. Association Rights. The Association and the Board shall have a non-exclusive right and easement to make such use of and to enter the Common Elements, the Limited Common Elements and exterior of the Units as may be necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform under this Declaration.

c. Owners' Easements for Access, Support and Utilities. Each Owner shall have a non-exclusive easement for access between his Unit and the roads and streets internal to the Community and exterior access and other easements which are part of the Common Elements. Each Owner shall have a non-exclusive easement in, on, and over the Common and Limited Common Elements, for horizontal and lateral support of the Unit which is part of his Unit, for utility service to that Unit, including but not limited to, water, sewer, gas, electricity, telephone and television service.

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d. Easements for Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for such encroachment and for the maintenance of same. Such encroachments shall not be considered to be encumbrances either on the Common Elements or on a Unit for purposes of marketability of title or otherwise. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction within the Community.

e. Easements in Units for Repair, Maintenance and Emergencies.

(1) Some of the Common Elements may be conveniently accessible only through a particular Unit. The Association, Board and each Owner shall have an easement, which may be exercised for any Owner by the Association, the Board or its agent, for access through each Unit and to all Common Elements, from time to time, during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit, or for making repairs or replacements.

(2) 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 because of emergency repairs within another Unit, at the request of the Association or the Board, shall be a Common Expense of all of the Owners.

(3) No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements, or from action taken to comply with any law, ordinance, or order of any governmental authority.

(4) Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to the damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs and expenses of repairing such damage.

(5) Easements Deemed Appurtenant. The easements, uses and rights herein created for an Owner shall be appurtenant to the Unit of that Owner and all conveyances of and other instruments affecting title to a Unit shall be deemed to grant and reserve the easements, uses and rights as are provided for herein, even though no specific reference to such easements, uses and rights appears in any such conveyance.

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(6) Emergency Easement. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons, now or hereafter servicing the Community, to enter upon all streets, roads and driveways located in the Community, in the performance of their duties.

15. Maintenance Responsibility.

a. Duties of Unit Owners. It shall be the duty and obligation of each Unit Owner, at such Unit Owner's expense to maintain, repair, beautify and keep neat, attractive, sightly, and in good order such Owner's Residence (Townhouse) and the Limited Common Elements of the Unit.

b. Duties of Association. It shall be the duty and obligation of the Association to maintain, repair, beautify and keep neat, attractive, sightly, and free from snow and in good order the Common Elements. The Association may elect to maintain select elements with the Limited Common Elements of the Unit as defined in the **Resolutions**.

c. Right of Access. Any person authorized by the Board shall have the right of access to all portions of the Unit outside the residence for the purpose of performing emergency repairs or to do other work reasonably necessary for the proper maintenance of the Common Interest Community as set forth herein, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no request or notice is required, and the right of entry shall be immediate.

d. Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damages to the Common Elements caused intentionally, negligently, or by such Owner's failure to properly maintain, repair, or make replacements to the Owner's Unit.

e. The Association will be responsible for damage to Units that is caused by the Association intentionally, negligently, or by the Association's failure to maintain, repair or make replacements to the Common Elements.

16. Compliance with Provisions of Declaration, Articles and Bylaws of the Association. Each Owner shall comply strictly with and shall cause each of his Guests to comply strictly with all of the provisions of the **Covenants, Articles, Bylaws**, and the **Resolutions** the Association has adopted pursuant thereto, and as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, along with costs of suit and reasonable attorneys' fees, maintainable by the Board of Directors in the name of the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

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17. The Association.

a. General Purposes and Powers. The Association, through the Board, shall perform functions and hold and manage the Community as provided in this **Declaration** and the **Act** to further the interests of Owners of Units in the Community. It shall have all powers necessary or desirable to effectuate such purposes.

b. Membership. The membership of the Association at all times shall consist exclusively of all Unit Owners or, following termination of the Community, of all former Unit Owners entitled to distribution of proceeds under the **Act**, or their heirs, personal representatives, successors, or assigns. Said membership is appurtenant to the Unit of said Owner and the ownership of the membership for a Unit shall automatically pass with fee simple title to the Unit. Each Owner shall automatically be entitled to the benefits and be subject to the burdens relating to the membership for his Unit. If the fee simple title to a Unit is held by more than one person, each Owner of a Unit shall be a member of the Association. Memberships in the Association shall be limited to Owners of Units in the Community.

c. Board of Directors. The affairs of the Association shall be managed by the Board of Directors, elected or appointed as provided in the **Bylaws**.

d. Voting of Owners. The Owners of each Unit shall be entitled to one vote for each such Unit owned by said Owner or Owners.

e. Bylaws and Articles. The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this **Declaration** may and shall be amplified by provisions of the **Articles** and **Bylaws** of the Association.

18. Certain Rights and Obligations of the Association. The Association is hereby irrevocably appointed attorney-in-fact for each of the Owners. An attorney-in-fact is an agent authorized to act on another person's behalf but not necessarily licensed to practice law. The Association has these rights and obligations:

a. To manage, control and deal with the interest of each Owner in the Common Elements to permit the Association to fulfill all duties and obligations hereunder.

b. To exercise its rights hereunder, to deal with the Community upon its destruction or obsolescence as hereinafter provided

c. To grant utility easements through any portion of the Common Elements.

d. The acceptance by any person of any interest in any Unit shall constitute an appointment of the Association as attorney-in-fact as provided above and hereinafter.

e. The Association is hereby granted all of the powers necessary to govern, manage, maintain, repair, rebuild, administer and regulate the Community, and to perform all of the duties required of it.

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f. Notwithstanding the above, but subject to the provisions of Paragraph 6 (No Partition), unless at least three-fourths (3/4) of the Owners have given their prior written approval, the Association shall not be empowered or entitled to:

(1) by act or omission, seek to abandon or terminate the Association;

(2) change the pro rata interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(3) partition or subdivide any Unit;

(4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer (excluding the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements) any of the Common or Limited Common Elements; and,

(5) use hazard insurance proceeds for loss to the Community (whether Units or Common Elements) for other than repair, replacement, or reconstruction thereof.

g. Common Elements. The Association shall provide for the care, operation, management, maintenance, repair and replacement of the Common Elements, except as is provided for in Paragraph 15 (Maintenance Responsibilities) herein. Without limiting the generality of the foregoing, said obligations shall include the keeping of such Common Elements in good, clean, attractive and sanitary condition, order, and repair; removing snow and any other materials from such Common Elements which might impair access to the Community or the Units; keeping the Community safe, attractive, and desirable; maintaining the perimeter fencing and unit walls/fencing; and making necessary or desirable alterations, additions, betterments or improvements to, or on, the Common Elements.

h. Other Association Functions. The Association may undertake any activity, function, or service for the benefit of or to further the interests of all, some or any Owners on a self-supporting, special assessment or common assessment basis. Such activities, functions or services may include the providing of police or similar security services, and the providing of garbage and trash collection services.

i. Labor and Services. The Association may:

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(1) obtain and pay for the services of a Managing Agent to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person with whom or which it contracts;

(2) may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Association or the enforcement of this **Declaration**; and

(3) may arrange with others to furnish street lights, water for Common Elements, trash collection, sewer service and other common services.

j. Property of Association. The Association may pay for, acquire, and hold or lease real property and tangible personal property and may dispose of the same by sale or otherwise. Subject to the rules and regulations of the Association, each Owner and each Owner's family and Guests may use such property.

k. Upon termination of ownership of the Community and dissolution of the Association, if ever, the beneficial interest in any such real property shall be deemed to be owned by the then Owners as tenants in common in the same proportion as their respective interests in the Common Elements.

l. The transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed Unit.

m. Mortgagee Notification. The Association shall make available to each property owner any proposed amendment of the **Association's Articles** or **Bylaws** at least twelve (12) days prior to the effective date of such amendment or change. Each owner is recommended to provide to their first Mortgagee a copy of said amendment of the Association's **Articles** or **Bylaws**. Further, upon the written request of any property owner's first Mortgagee, such property owner's first Mortgagee shall be entitled to receive the most recent annual financial statement of the Association and written notice of all meetings of the Association and such property owner's first Mortgagee shall have the right to designate a representative to attend any such meeting.

n. Enforcement by Association. The Board may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with the **Covenants**, **Bylaws** or **Resolutions** or with any other obligations of such Owner

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under this **Declaration**. The Association may also take judicial action against any Owner to enforce compliance with the **Covenants, Bylaws** or **Resolutions** herein contained or to obtain damages for noncompliance thereof, all to the extent permitted by law.

o. Certificate. The Board of Directors may, from time to time, record a certificate of the identity and the mailing addresses of the persons then comprising the Board of Directors, together with the identity and address of the Managing Agent, if any there be. Such certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith regardless of the time elapsed since the date thereof.

p. Implied Rights. The Association shall have and may exercise any right or privilege given to it expressly by this **Declaration** or the **Articles** or **Bylaws**, or reasonably to be implied from the provisions of said documents, or given or implied by the **Act**, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

q. The Association shall maintain and operate a street lighting that services the property for the lifetime of Association.

19. Insurance.

a. The Association must obtain and always maintain, as a common expense all property insurance necessary to protect the Community.

b. The Association has the right to increase the level of coverage by written Board resolution. If the level of coverage is changed, the Association shall update the new policy levels directly to all Owners.

20. Mortgage Unit. Any Owner shall have the right from time to time to mortgage or encumber his Unit by deed of trust, mortgage or other security instrument.

21. Restrictive Covenants and Obligations.

a. No Imperiling of Insurance. No Owner and no Owner's Guests shall do anything or cause anything to be kept in or on the Community which might result in an increase in the premiums of insurance obtained for the Community or which might cause cancellation of such insurance.

b. No Violation of Law. No Owner and no Owner's Guests shall do anything or keep anything in the Community which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

c. No noxious or offensive activity shall be carried on upon any part of the Community or Unit. No activity shall be conducted on any part of the Community, or a Unit and no improvements shall be made or constructed on any part of the Community or a Unit which are or might be unsafe or hazardous to any person or property. No light shall be

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emitted from any part of the Community which is unreasonably bright or causes unreasonable glare.

d. Restriction on Animals. Only two domesticated pets are allowed subject to all governmental animal ordinances and laws, and if they are not kept for any commercial purposes. An Owner is responsible for any damage caused by his animal(s) and shall be obligated to clean up after his animal(s) in the Community. No animal(s) shall be allowed to remain tied or chained to any balconies, patios, or other parts of the Community, and any such animal(s) so tied or chained may be removed by the Association or its agents. All pets are subject to all local and state licensing and nuisance rules and regulations. All pets must be leashed whenever outside your fenced unit area in accordance with Fremont County regulations. No dog run or kennels of any type shall be permitted on any Unit.

e. Restriction on Signs. At any time, Homeowners may display a noncommercial sign on their property. Additionally, a second sign may be added 45 days before an election and 14 days after an election. Signs are restricted to windows or front yards and shall be no larger than 24"x18" and shall not interfere with regularly scheduled yard care (see House Bill 21-1310).

f. No Violation of Rules. No Owner and no Owner's Guest shall violate the **Resolutions** adopted from time to time by the Association, whether relating to the use of unit, the use of Common or Limited Common Elements, or otherwise.

g. Owner Caused Damages. If, due to the act or neglect of an Owner or such Owner's Guests a loss or damage is caused to any person or property, within the Community or any unit therein, such Owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such Owner. The amount of such loss or damage may be collected by the Association from such Owner as an assessment against such Owner, by legal proceedings or otherwise, and such amount (including reasonable attorneys' fees) shall be secured by a lien on the Unit of such Owner as provided hereinabove for assessments or other charges.

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h. Restrictions on Parking and Storage. No part of the Community, including the public streets and private streets, drives, or parking areas, unless specifically designated on the Map or by the Association, shall be used as a parking, storage, display, or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, truck or recreational vehicle, except as a temporary expedience for loading, delivery, emergency, etc., not to exceed forty-eight (48) hours (provided that this restriction shall not restrict trucks or other commercial vehicles within the Community which are necessary for the maintenance of the Community.) The Association may establish **Resolutions** for the use of any storage area within the Common Elements.

i. Parking for Owner's with Service Oriented Employers. The parking of a motor vehicle by a Unit Owner on a street, driveway, or guest parking area in the common parking areas if the vehicle is required to be available at designated periods at the Unit Owner's Residence as a condition of the Unit Owner's employment will be allowed by the Association if all the following criteria are met:

(1) The vehicle has a gross vehicle weight rating of ten thousand pounds or less.

(2) The Unit Owner is a bona fide member of a Volunteer Fire Department or is employed by an Emergency Service Provider, as defined in Section 29-1 1-101(1.6) C.R.S.

(3) The vehicle bears an official emblem or other visible designation of an emergency service provider.

(4) Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Unit Owners to use streets and driveways within the common parking area.

(5) Determination with respect to whether a particular activity or occurrence shall constitute a violation of this Paragraph shall be made by the Board of Directors and shall be final subject to an appeal for a special vote of the Association.

j. Drought and/or Water Restrictions. All Owners within the Community shall abide by any water use restrictions imposed by Fremont County or the Water Utility provider.

k. Flag Display. The American flag or an American service flag ("flag") may be displayed by an Owner. Any other noncommercial flag may be flown instead of, or in addition to, an American flag; no more than two flags on any home at one time. Display of flags will be restricted to front of homes only and must be attached to the home. Flags shall be no larger than 3'x5'. There will be no standalone flag poles upon any Unit. Display of the flag shall be in accordance with law.

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22. HOA Committees.

Three permanent standing committees are established herein.

a. Accounting, Budget and Audit Committee.

(1) There is hereby created a standing committee of the Association to be known as the Accounting Committee. Members of the committee shall be appointed by the Board to hold office at the will of the Board, or may be the Board itself. Service as a member of the committee shall be at the pleasure of the Board, for a term not to exceed the term of the Board. The Board may reappoint a member or members of the committee at its pleasure each term, may select new members, or the Board may choose not to appoint any members other than the Board, itself.

(2) Purpose of the committee. The purpose is to support and assist in providing accurate and timely accounting and financial information to the Board and the Association.

(3) Guidelines, Standards, and Procedures. The committee shall adopt Accounting Procedures for its day-to-day operations and the performance of its duties under this **Declaration**.

b. Architectural Committee.

(1) There is hereby created a standing committee of the Association to be known as the Architectural Review Committee or ARC. Members of the committee shall be appointed by the Board to hold office at the will of the Board, or may be the Board itself. Service as a member of the committee shall be at the pleasure of the Board, for a term not to exceed the term of the Board. The Board may reappoint a member or members of the committee at its pleasure each term, may select new members, or the Board may choose not to appoint any members other than the Board, itself.

(2) Purpose of ARC. The purpose of the ARC is to maintain the superior beauty and quality of the improvements constructed in the Community and the harmony thereof with the surroundings. Also, to evaluate the use and suitability of the proposed improvements and the effect of the same on any adjacent or neighboring properties.

(3) Guidelines, Standards, and Procedures. The ARC shall adopt Architectural Procedures for its day-to-day operations and the performance of its duties under this **Declaration**, which guidelines, standards, and procedures shall be consistently applied for all matters coming before the ARC.

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c. Maintenance Committee.

(1) There is hereby created a standing committee of the Association to be known as the Maintenance Committee. Members of the Maintenance Committee shall be appointed by the Board to hold office at the will of the Board, or may be the Board itself. Service as a member of the committee shall be at the pleasure of the Board, for a term not to exceed the term of the Board. The Board may reappoint a member or members of the committee at its pleasure each term, may select new members, or the Board may choose not to appoint any members other than the Board, itself.

(2) Purpose of Maintenance Committee. The purpose of the committee is to support and assist in the maintenance to maintain the superior beauty and quality of the Community and the harmony thereof with the surroundings.

(3) Guidelines, Standards, and Procedures. The committee shall adopt Maintenance Procedures for its day-to-day operations and the performance of its duties under this **Declaration**, which guidelines, standards, and procedures shall be consistently applied for all matters coming before the committee.

d. Non-Liability of Committee Members. None of the committee members thereof, or the Board shall be liable to any Owner or to any other person for any loss, damage, or injury arising out of, or in any way connected with, the performance of the committee's duties under this **Declaration**.

23. Party Wall Provisions.

a. Along and over the common boundaries between adjoining Units lie Party Walls that, in conjunction with the footings underlying and the portion of the roof thereover, form a structural part of, and physically join, the improvements on the adjoining Unit(s).

b. The Owners of adjacent Units shall each be deemed to own the necessary easements for the perpetual lateral and subjacent support, maintenance, repair, and inspection of the respective support, maintenance, repair, and inspection of the respective Party Wall with equal rights of joint use.

c. No Owner of a Unit shall have the right to destroy, remove, or make any structural changes in a Party Wall that would jeopardize the structural integrity of either of the Units sharing such Party Wall without the prior written consent of the Association, the adjacent Unit Owner, and any first mortgagee with respect to such adjacent property; nor shall any Unit Owner subject a Party Wall to the insertion or placement of timbers, beams, or other materials in such a way as to adversely affect the Party Wall's structural integrity.

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d. Should a Party Wall be structurally damaged or destroyed by the intentional act or negligence of either adjacent Unit Owner (the "Responsible Unit Owner") or the Responsible Unit Owner's agent, contractor, employee, tenant, family member, licensee, guest, or invitee, the Unit Owner shall promptly rebuild and/or repair the Party Wall, the cost of which shall be incurred by Responsible Unit Owner under Paragraph 11 (Reserve Funds).

e. To the extent not inconsistent with the terms and conditions of this **Declaration**, the general rules of law of the State of Colorado concerning party walls shall be applicable hereto.

24. Miscellaneous.

a. Supplemental to Law. The provisions of this **Declaration** shall be in addition and supplemental to the **Act** of the State of Colorado and to all other provisions of law.

b. Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the masculine shall include the feminine and the neutral

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IN WITNESS WHEREOF, Declarant has executed this Declaration
This 17th day of January 2023.

CERTIFICATION

The foregoing Amended Declaration of Covenants for Cranberry Park Home Owners Association, LLC is hereby certified to have been adopted pursuant to the statutory requirements of C. R. S. 38-33.3-217, and to be a true and accurate original copy of the same document in the corporate records on deposit with the secretary, and shall be recorded in the records of the Fremont County Clerk and Recorder.

CRANBERRY PARK HOMEOWNERS ASSOCIATION, INC.

BY:

Marvin Alishouse, President

Dennis P. Bray, Treasurer/Secretary

STATE OF COLORADO)
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 17th day of January, 2023 by
_____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public