

Amended and Restated Declaration
of
St. Anton Highlands First Addition Association

This Amended and Restated Declaration is made and adopted effective as of recording by the St. Anton Highlands First Addition Association (the "Association").

RECITALS

WHEREAS, John D. Hance of Urbana, Ohio, recorded that certain Declaration of Association on April 15, 1970 at Reception No. 940818 in the real property records of Boulder County, Colorado (the "Original Declaration"), and thereby created the planned community known as St. Anton Highlands First Addition, County of Boulder, State of Colorado; and

WHEREAS, the Original Declaration encumbers the real property subject to the Plat recorded on April 24, 1970 at Reception No. 90941632 in the real property records of the County of Boulder, State of Colorado; and

WHEREAS, over the course of its existence, the members of the planned community have adopted various amendments to the Original Declaration, resulting in a variety of documents that must be considered to understand the community's obligations and operations; and

WHEREAS, as part of the planned community's development, performing such maintenance on the private roads that serve lots in the community as such association deems necessary from time to time on said roads not so accepted for maintenance purposes by the County of Boulder; and

WHEREAS, the Original Declaration does not adequately provide for the Association's obligations; contains obsolete references; and does not align with current Colorado law or the Association's current needs; and

WHEREAS, the Original Declaration is hereby amended and restated in its entirety by this Amended and Restated Declaration (the "Declaration"), which has been approved by the affirmative vote or agreement of Lot Owners of Lots to which more than fifty percent of the votes in the Association are allocated.

NOW, THEREFORE, it is hereby covenanted and reserved that each Lot Owner in St. Anton Highlands First Addition shall, by virtue of their ownership therein, be a member of the St. Anton Highlands First Addition Association, a Colorado nonprofit corporation, and Limited-Expense Planned Community, for the purpose of such maintenance of the Association's private roads and Summer Access Road as the Association's Board of Directors deems appropriate from time to time, and that all such Lot Owners shall comply with the association's covenants.

ARTICLE I
DEFINITIONS

1. **ALLOCATED INTERESTS.** The Common Expense liability and votes in the Association allocated to each Lot. Allocated Interests are equal amongst all Lots.
2. **ASSESSMENTS.** Any charge levied by the Association against a Lot as provided for herein.
3. **ASSOCIATION.** The St. Anton Highlands First Addition Association, a Colorado nonprofit corporation, formed to administer the Original Declaration and tasked with administering

- the Declaration.
4. COMMON EXPENSE. Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves
 5. LOT. A physical portion of the planned community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the Declaration and/or Plat.
 6. OWNER. Any person who holds record title to a Lot, and excluding any person who has a security interest in a Lot.
 7. PLAT. That certain document recorded on April 24, 1970 at Reception No. 90941632 in the real property records of the County of Boulder, State of Colorado, depicting all the Lots in the Association, as well as the Roads.
 8. MEMBER. A member of the Association as a nonprofit corporation. All Owners are Members. There is only one membership per Lot, regardless of the number of Owners.
 9. ASSOCIATION PRIVATE ROADS. Private Road #1 (Cougar Run), Private Road #2 (Conifer Dr), Private Road #3 (Alpine Vista), Private Road #4 (Alpine Vista), Private Road #5 (Shady Hollow), Private Road #6 (Shady Hollow), Private Road #7 (Unnamed), and Private Road #8 (Rocky Knob Ln), all as depicted on the Plat.
 10. SUMMER ACCESS ROAD. The Summer Access Road (SAR) is that private road that the Court decreed in Boulder County District Court Case No. 2019CV030588 as a permanent easement owned by the Association. See Exhibit A for the legal description of the SAR.

ARTICLE II PURPOSES, POWERS, and DUTIES

1. PURPOSE. The Association is formed to maintain and repair those Private Roads in St. Anton Highlands First Addition and the Summer Access Road; to enforce the Association's restrictive covenants; to collect assessments for the Common Expenses associated therewith; to adopt and enforce policies, rules and guidelines as the Board deems appropriate; and to provide services to the community which may include, but not limited to, fire risk mitigation, fire recovery, solar energy, water treatment, and community broadband services.
2. DURATION – The Association shall be perpetual except to the extent that Colorado law may at some point dictate otherwise.
3. GENERAL POWERS – The Association shall be governed by a Board of Directors that shall act on behalf of the Association in all circumstances not reserved to the Members. The number, term of office, and specific duties of the Board are as set forth in the Bylaws. The Association shall have all such powers as are granted to nonprofit corporations and planned communities by statute, and as are necessarily implied by the duties set forth in this Declaration, the Association's Bylaws, and the Association's other governing documents.

ARTICLE III MEMBERS AND MEMBERSHIP

1. MEMBERS – The Members of the Association shall be every record Owner (excluding the owner of a security interest) of a Lot in St. Anton Highlands First Addition. Each Member is entitled to one vote in Association matters per Lot owned. Where two or more Owners own a Lot as joint Owners, such joint Owners shall designate and register with the Secretary of the Association the name of that Owner entitled to cast the vote associated with the Lot and in the event of the failure to so register the Secretary of the Association is entitled to accept the vote first cast by a joint Owner, in the absence of prior written

protest by a different joint Owner. Votes shall be cast in person or by proxy registered with the Secretary.

ARTICLE IV FINANCIAL PROVISIONS

1. **COMMON EXPENSE ASSESSMENTS.** The Assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the residents of the Lots, and for all of those purposes and activities which may be required of the Association, or the Board of Directors, or which the Association, or the Board of Directors, may be empowered to pursue pursuant to the Declaration or other Associations documents, or by law. All Owners of Lots in the Association are obligated to pay assessments levied by the Association for the Common Expenses. Assessments shall be due and payable on a schedule specified by the Board and may be paid in advance by any Owner. The annual average common expense liability of each Lot, exclusive of Optional User Fees and any insurance premiums paid by the Association, must not exceed four hundred dollars, with such limitation increased annually (but not decreased) on July 1, 1999, and on July 1 of each succeeding year in accordance with any increase in the United States department of labor bureau of labor statistics final consumer price index for the Denver-Boulder consolidated metropolitan statistical area for the preceding calendar year. As of 2025, the annual average common expense liability must not exceed \$790.91 for the association to remain a Limited Expense Planned Community.
2. **ANNUAL BUDGET.** Within ninety days before the end of the Association's fiscal year, the Board of Directors shall adopt a budget for the following year. The budget shall be based on anticipated expenses, including operations, maintenance, provision for reserves, and such other Common Expenses as may be determined by the Board of Directors. Budgets must be approved by at least a majority of the Board. The Board may revise the budget and adjust the annual Common Expense Assessment from time to time during the year, subject to the notice requirements set forth above.
3. **SPECIAL ASSESSMENTS.** In addition to other authorized Assessments, the Association acting through the Board without the necessity of a special vote or approval of the Owners, may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses. Any Special Assessment shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.
4. **LIEN.** The Association has a statutory lien on a Lot for any Assessment levied against that Lot. Fees, charges, late charges, attorneys' fees, fines and interest charged pursuant to this Declaration or the Act are enforceable as Assessments under this ARTICLE. Such lien will be senior to any first mortgage deed of trust to the extent of six months of unpaid Assessments. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid acceleration of installment obligations. Recording of the Original Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for Assessments is required. However, the Board of Directors or any agent of the Association authorized by the Board of Directors may prepare, and record a written notice setting forth

the amount of the unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the Assessment for the Lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate to the extent permitted by Colorado law. The Association's lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any homestead exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said Assessment lien provided by Colorado or federal law.

ARTICLE V MISCELLANEOUS

1. **AMENDMENTS** – This Declaration may be amended from time to time by the affirmative vote or agreement of Lot Owners of Lots to which more than fifty percent of the votes in the Association are allocated.
2. **ENFORCEMENT.** The Declaration runs with the land and creates personal obligations and lien obligations. The Association may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover for damages for such violations or to restrain such violations or attempted violation. The prevailing party in any action arising out of the interpretation, enforcement, or actions governed by this Declaration or any other Association document shall be entitled to an award of their costs and attorney fees.
3. **WAIVER.** No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
4. **CONFLICT.** The Declaration and all other Association governing documents are intended to comply with applicable requirements of the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act. If there is any conflict between the governing documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other governing document, this Declaration shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws or Rules, the Articles of Incorporation shall control. In the event of any conflict between the Bylaws and the Rules, the Bylaws shall control.
5. **SEVERABILITY.** All provisions of this Declaration are severable. Invalidation of any one of these restrictions and limitations herein set forth by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
6. **SUMMER ACCESS ROAD MAINTENANCE.** Per the settlements of Boulder County District Court case number 2019 CV 030588 The Association has the exclusive right to maintain, repair, and improve the Summer Access Road, as it sees fit, to solely control access to it, to close the road for maintenance or due to weather conditions, and to take all other actions reasonably necessary for those purposes, including to charge money for access. The Association makes no representations or promises that it will maintain the

Exhibit A

Summer Access Road

A roadway sixty feet in width, the centerline tangents of which with no consideration given to curve data, is as follows:

Beginning at a point on the centerline of a road known locally as Ridge Road from which the northeast corner of the SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 4, T1S, R72W of the 6th P.M. bears S 71° 43' W., 3088 feet;

Thence S 60°57'30" E., 138.11 feet;
Thence S 71°35'50" E., 175.93 feet;
Thence S 79°47' E., 291.88 feet;
Thence N 88°19'30" E., 259.78 feet;
Thence S 25°01'50" E., 58.34 feet;
Thence S 46°15'50" W., 90.90 feet;
Thence S 58°14'50" W., 241.81 feet;
Thence S 83°44'30" W., 220.41 feet;
Thence S 71°11'50" W., 119.63 feet;
Thence S 7°08'50" W., 54.65 feet;
Thence S 76°28'10" E., 169.54 feet;
Thence S 56°37' E., 242.36 feet;
Thence N 84°21' E., 221.10 feet;
Thence S 56°40'40" W., 356.48 feet;
Thence S 17°48'20" E., 110.33 feet;
Thence S 2°32'20" W., 105.71 feet;
Thence S 22°57'20" W., 280.23 feet;
Thence S 41°54' W., 199.23 feet;
Thence S 35°20'40" W., 178.40 feet;
Thence S 28°33'40" W., 100.60 feet;
Thence S 28°54'20" E., 58 feet, more or less,
to the centerline of Colorado State Highway No. 119

Exhibit A