

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ORANGE
ORCHARD HOMEOWNERS ASSOCIATION**

RECITALS

A. The Amended Declaration of Covenants, Conditions and Restrictions was recorded on December 23, 2008, at Reception No. 2970240, with Boulder County Clerk and Recorder (the "Prior Declaration") which superseded the previously recorded Declaration of Covenant, Conditions and Restrictions recorded on June 14, 1973 at Reception No. 069735, as amended..

B. Article IX, Section 3 of the Prior Declaration, as amended, provides that the Prior Declaration may be amended by an instrument signed by at least sixty-seven percent (67%) of the Lot Owners.

C. This Amended and Restated Declaration does not change the allocated interests of the Lots and does not terminate the Community.

D. The purposes of the amendments in this Amended and Restated Declaration include, but are not limited to the following: references to declarant which are no longer applicable; to update the Prior Declaration to comply with current state law; and to update provisions so as to allow the Association to efficiently operate the Community and deal with Community concerns.

E. Owners holding at least 67% of the total Association vote desire to amend the Prior Declaration and have approved this Amended and Restated Declaration in writing. Those approving this Amended and Restated Declaration have determined it to be reasonable and not burdensome.

The Prior Declaration, as amended, is replaced by this Amended and Restated Declaration, provided that this does not replace the legal description in the Prior Declaration and any supplements or annexations previously recorded.

[NOTE: The following Articles are the same as the current Declaration except as shown in track changes (redlined) or otherwise noted.]

ARTICLE I

DEFINITIONS

Section 1. "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq., as may be amended from time to time to the extent it applies to communities created prior to July 1, 1992.

Section 2. "Association" shall mean and refer to The Orange Orchard Homeowners Association, its successors, and assigns.

Section 23. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 34. "Properties" shall mean and refer to that certain real property herein in the plat for The Orange Orchard recorded with the Clerk and Recorder for the County of Boulder before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 45. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. "Facilities" shall mean any and all capital assets of the Association located on Common Areas. The Common Area to be owned by the Association is described as follows: All those tracts and parcels of land designated on the recorded plat of The Orange Orchard known and described as or an Outlot except Outlot "A" which has been deeded to the County of Boulder for park land and except for Outlot "B" which has been deeded to the County of Boulder for use as a right of way for 30th Street.

Section 56. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

~~**Section 6.** "Declarant" shall mean and refer to The Orange Orchard Homeowners Association, its successors and assigns.~~

Section 7. "Governing Documents" shall mean this Declaration and its exhibits, the Association's Articles of Incorporation, Bylaws, plat, rules and regulations, and policies and procedures, all as may be supplemented or amended from time to time.

Section 78. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Except as otherwise defined in this Declaration, the definitions in the Act as it exists at the time of recording are hereby incorporated into this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which 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 Common Area, and to otherwise manage the Common Area and Facilities for the benefit of the Association;

(b) the right of the Association to suspend the voting rights and right to use

of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area or Facilities 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 sixty-seven percent (67%) of ~~members~~ Members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and Facilities and in aid thereof to mortgage said properties, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the Owners hereunder.;

(e) the right of the Association to enact rules and regulations consistent with its powers of Common Area management, and architectural control as set forth in Article V, ARCHITECTURAL CONTROL; and

(f) the right to grant easements, leases, licenses, concessions through or over the Common Areas;

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership which shall consist of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot owned within the Properties, by acceptance of a deed therefore,

whether it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the purposes and powers set forth in the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 et seq, and for the improvement and maintenance of the Common Area and Facilities, and for the maintenance of all drainage facilities not part of the public roadway.

Section 3. Maximum Annual Increase in Assessments. At the time of this ~~Amendment to the Declaration of Covenants, Conditions and Restrictions~~, the annual assessment for each Lot is _____ eight hundred seventy-five Dollars (~~_____~~) (\$875.00) per Lot.

(a) The maximum annual assessment may be increased by the Board of Directors each year not more than 5% above the ~~maximum~~ assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 5% by a vote of sixty-seven percent (67%) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

~~(c) The board of directors may fix the annual assessment at an amount not in excess of the maximum.~~

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes

of members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined by the Board from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or Facilities or abandonment of his Lot.

Section 9. Subordination of the Lien to MortgagesLien. ~~All assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses), up to the maximum amount permitted by law, is a charge and a continuing lien upon the Lot against which each assessment is made. The Association has authority to record a notice of lien in the county's real property records evidencing the Association's lien. The Association's lien under this article is not subject to the provision of any homestead exemption as allowed under law. The lien has the priority set forth in the Act. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.~~

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or

maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. However, the Association, its successors or assigns, shall have the right to construct a six-foot high fence along or near the northern boundary of Outlot C without prior approval of the architectural control committee which fence may be constructed on the Common Area.

If the Board does not appoint committee members, the Board will serve as the architectural committee. The Board or designated committee, with the approval of the Board, may propose design guidelines from time to time subject to the approval of a majority of Owners voting at a member meeting at which there is a quorum. Design guidelines may include rules and regulations relating to: (a) conformity and harmony of exterior appearances with neighboring structures, including design compatibility and scale; (b) color and materials to be used; (c) location on the Lot; (d) relation to the natural environment; (e) street visibility; (f) preservation of aesthetic beauty and conformity with the specifications and purposes generally set out in this Declaration, if any; and (g) any other matter the Board or designated committee deems to be relevant or appropriate.

ARTICLE VI

EXTERIOR MAINTENANCE

Each Owner is obligated to maintain and keep in good repair all portions of the Owner's Lot consistent with this Declaration, the Act, and any design guidelines adopted by the Board. Each Owner is responsible for maintenance, repair and replacement of the property and improvements located within their Lot boundaries, including exterior lighting, decks, patios, driveways, doors, garage doors, windows and painting or staining the exterior surfaces of the residence and any other approved improvement on the Lot.

Each Owner is required to maintain the landscaping on the Lot in a safe, neat, attractive and well-kept condition, which includes: lawns mowed regularly; hedges, shrubs, and trees pruned and trimmed; adequate watering; removal and/or replacement of dead, diseased or unsightly vegetation; and regular removal of weeds and debris. Each Owner is also responsible for landscaped areas between street curbs and Lot lines, unless such areas are expressly designated to be Common Area maintained by applicable governmental authorities or the Association. Landscaping will not be maintained in any manner that impairs the ability of drivers to have unobstructed views from the street.

Each Owner must perform his obligations in a manner that does not unreasonably disturb other Owners and residents. Any maintenance or repair performed on or to the Common Areas by an Owner or resident (including, but not limited to landscaping of Common Areas) will be performed at the Owner's sole expense and the Owner or resident is not entitled to reimbursement from the Association even if the Association accepts the work.

In the event an Owner of any Lot subject to this Article shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by sixty-seven percent (67%) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvement erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. This remedy may be exercised in addition to the enforcement rights and remedies in Article X of this Declaration.

ARTICLE VII

REQUIREMENT FOR ENGINEERED FOUNDATIONS

Each Lot Owner and successor, by the acceptance of a deed to a Lot listed below agrees and understands that the Lot shall require an engineered foundation design before a building permit will be issued by Boulder County. The Lots requiring engineered foundations are Lots 7 through 20, Block 5; Lots 1 through 6, 16 and 17, Block 4; Lots 1 through 5, 8, 9, 10 and 12 through 16, Block 1; Lots 1 through 5, Block 2.

ARTICLE VIII

DRIVEWAY EASEMENTS

Certain Lots shall have a common driveway with an adjoining lot for the purpose of minimizing curb cuts along certain streets. There is, therefore, granted hereby a non-exclusive easement for ingress and egress purposes (driveway) over and across those portions of such lots hereinafter described. Said easements shall be mutually maintained at equal expense to each of said adjoining Lot Owners. In the event the two adjoining Lot Owners cannot agree as to the proper plan for such driveway, the final decision shall be made by the Board or the architectural committee for this subdivision or, alternatively, the Board may require the Lot Owners to submit the dispute to mediation and/or binding arbitration. The Board shall have authority to select the mediator and/or arbitrator if the parties cannot agree within 30 days of receiving notice from the Association of its intent to refer the dispute to mediation and/or arbitration. The adjoining Lot Owners who are parties to the dispute shall share the costs of any mediation and/or arbitration equally.

The easement descriptions are as follows:

Lots 9 and 10, Block 1 — being eight feet on either side of a centerline described as follows: Beginning at a point on the Northerly line of Apple Way which is the point of boundary between said Lots 9 and 10; thence $N41^{\circ}42' E$, 140 feet;

Lots 11 and 13, Block 4 — being eight feet on either side of a centerline described as follows: Beginning at a point on the Northerly line of Peach Way which is the point of boundary between said Lots 11 and 13; thence $N0^{\circ}18' W$, 130 feet;

Lots 11 and 12, Block 1 — being eight feet on either side of a centerline described as follows: Beginning at a point on the Northerly line of Apple Way which is the point of boundary between said Lots 11 and 12; thence $N0^{\circ}26'10'' W$, 154.88 feet;

Lots 13 and 14, Block 1 — being eight feet on either side of a centerline described as follows: Beginning at a point on the Northerly line of Apple Way which is the point of boundary between said Lots 13 and 14; thence $N0^{\circ}26'10'' W$, 135 feet;

Lots 15 and 16, Block 1 — being eight feet on either side of a centerline described as follows: Beginning at a point on the Northerly line of Apple Way which is the point of boundary between said Lots 15 and 16; thence $N0^{\circ}26'10'' W$, 135 feet;

Lots 2 and 3, Block 2 — being eight feet on either side of a centerline described as follows: Beginning at a point on the Southerly line of Apple Way which is the point of boundary between said Lots 2 and 3; thence $S0^{\circ}26'10'' E$, 200 feet;

Lots 6 and 7, Block 2 — being eight feet on either side of a centerline described as follows: Beginning at a point on the Southerly line of Apple Way which is the point of boundary between said Lots 6 and 7; thence $S0^{\circ}17'56'' E$, 172.67 feet;

Lots 10 and 11, Block 2 — being eight feet on either side of a centerline described as follows: Beginning at a point on the Southerly line of Apple Way which is the point of boundary between said Lots 10 and 11; thence $S0^{\circ}17'56'' E$, 146 feet;

Lots 2 and 3, Block 5 — being eight feet on either side of a centerline described as follows: Beginning at a point on the northerly line of Apple Way which is the southerly point of boundary between said Lots 2 and 3; thence $N10^{\circ}29'49'' E$, 203.24 feet; thence $N00^{\circ}19'30'' W$, 16.37 feet;

Lots 16 and 17, Block 6 — being eight feet on either side of a centerline described as follows: Beginning at a point on the southerly line of Apple Way which is the point of northerly boundary between said Lots 16 and 17; thence $S00^{\circ}18'00'' E$, 128.67 feet; thence $S28^{\circ}50'27'' E$, 22.55 feet.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement-Owner Responsibility for Compliance. Each Owner is responsible for ensuring that the Owner's family, guests, and residents comply with all provisions of the Governing Documents. Each Owner and resident will endeavor to observe and promote the purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, or residents as a result of the person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner. The Association, or any Owner, 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years. This declaration may be amended by an instrument signed approved by not less than sixty-seven percent (67%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of sixty-seven percent (67%) of members.

ARTICLE X

ENFORCEMENT

Section 1. Compliance With and Enforcement of Governing Documents.

- (a) Compliance Required. Owner and resident will comply with the applicable provisions of the Governing Documents. Any aggrieved Owner or resident has the right to take action to enforce the terms of the Governing Documents against another Owner or resident.
- (b) Association Remedies. Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for their violation. Sanctions may include, without limitation:
- (i) imposing reasonable monetary fines, after notice

and opportunity for a hearing, which will be a lien upon the violator's Lot.

- (ii) suspending voting rights;
- (iii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;
- (iv) exercising self-help or action to abate any violation of the Governing Documents in a non-emergency situation, subject to any requirements set forth in this Declaration, including those related to maintenance, repair or replacement, provided that the Association does not have the authority to enter the residence;
- (v) requiring an Owner, at the Owner's expense, to cease any construction of any modification that has not been approved, or to remove any structure or improvement in the Lot or the Common Areas in violation of the Governing Documents and to restore the Lot or Common Areas to its previous condition and, upon the Owner's failure to do so, the Association has the right to enter the Lot or Common Areas, remove the violation and restore the Lot or Common Areas to substantially the same condition as previously existed and any action is not deemed a trespass;
- (vi) recording in the real property records a notice of violation identifying any uncured violation of the Governing Documents; and
- (vii) other remedies provided for in this Declaration or applicable law.

(c) Emergencies and Legal Action. In addition, the Association may take the following enforcement procedures to seek compliance with the Governing Documents:

- (i) exercising self-help in any emergency situation (specifically including, but not limited to, towing vehicles that are in violation of any parking rules; and/or
- (ii) instituting any civil action to enjoin any violation or to recover monetary damages or both.

(d) Remedies Are Cumulative. All remedies set forth in the Governing Documents are cumulative of any remedies available at law or in equity.

(e) Costs Incurred by Association. If the Association exercises any of its rights pursuant to this section, all costs will be

assessed against the violating Owner or resident and will be a lien against the Lot. Additionally, subject to the Act, the Association will also be entitled to reasonable attorney fees actually incurred, which will be collected as an assessment.

Section 2. Failure to Enforce. The Board will have the discretion to determine whether enforcement action in any particular case will be pursued; provided that the Board will exercise judgment, be reasonable and not be arbitrary and capricious. Notwithstanding the above, no right of action will exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. A decision of the Association not to pursue enforcement action will not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

ARTICLE XI

LEASING

"Leasing" for the purposes of this Declaration is defined as occupancy of a Lot by any person other than the Owner; provided, however, leasing shall not include occupancy by family members, guests while the Owner occupies the Lot, house sitters while Owner is on vacation (provided house sitter does not pay consideration to Owner), or roommates of an Owner (provided the occupancy is for 30 days or more and the Owner occupies the Lot as his primary residence).

Leases of less than 30 days of the Lots are prohibited, which includes, but is not limited to, short-term leasing through Airbnb, Vrbo, or other similar rental websites. All leases will be in writing and will provide that the lease is subject to the Governing Documents. Owners are required to provide residents with copies of the current Declaration and any rules and regulations. Each Owner who leases his Lot will provide the Association, upon request, a copy of the current lease (lease amount may be redacted) and tenant information, including the names of all residents, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents. All Owners who reside at a place other than the Lot will provide to the Association an email address, physical address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. The Owner is solely responsible for keeping this information current.

ARTICLE XII

INSURANCE

Section 1. Insurance on Lots. Each Owner will obtain property and liability insurance covering loss, damage or destruction by fire or other casualty to the Improvements, installed or made to their Lot, the other property of that Owner, and any injuries occurring to the persons while on a Lot. The Association will not be liable for the failure of any Owner to maintain insurance.

Section 2. Insurance to be Carried by the Association. The Association will obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act. Insurance coverage includes the following and will be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

(a) Property Insurance on Common Areas. The Association will obtain property insurance covering loss, damage or destruction by fire or other casualty to any improvements installed or made to any portion of the Common Areas and any other property that is the Association's maintenance responsibility in amounts as the Board determines. Property insurance may contain customary deductibles.

(b) Association Comprehensive/General Liability Insurance. The Association will obtain comprehensive/general liability insurance for the Common Areas and any other property the Association maintains, in amounts the Board determines from time to time. Coverage will include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

(c) Association Fidelity Insurance. The Association may obtain fidelity coverage to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees and others who are responsible for handling the funds of the Association.

(d) Directors' and Officers' Personal Liability Insurance. The Association will obtain directors' and officers' personal liability insurance to protect the officers, directors, committee members and any other individuals acting at the Board's direction from personal liability in relation to their duties and responsibilities in acting on the Association's behalf.

(e) Other Insurance. The Association may obtain other insurance against other risks of similar or dissimilar nature as it deems appropriate with respect to its responsibilities and duties.

Section 3. Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, submits a claim under the Association's insurance policies or not, the Association will pay or absorb the deductible amount for any work, repairs or reconstruction for damage to property that is the Association's maintenance responsibility unless the damage is caused by the negligent or willful act or omission of

an Owner, the Owner's family, guests, or invitees, in which case the Association will seek reimbursement of the deductible amount from the responsible Owner and may charge the deductible, or portion thereof, as an assessment against the Owner's Lot.

IN WITNESS WHEREOF, the undersigned officer of The Orange Orchard Homeowners Association hereby certifies that this Amended and Restated Declaration was adopted by the Members of the Association or that the District Court of Boulder County has entered an order approving this Amended and Restated Declaration.

This _____ day of _____, 2023.

THE ORANGE ORCHARD HOMEOWNERS
ASSOCIATION, a Colorado nonprofit corporation

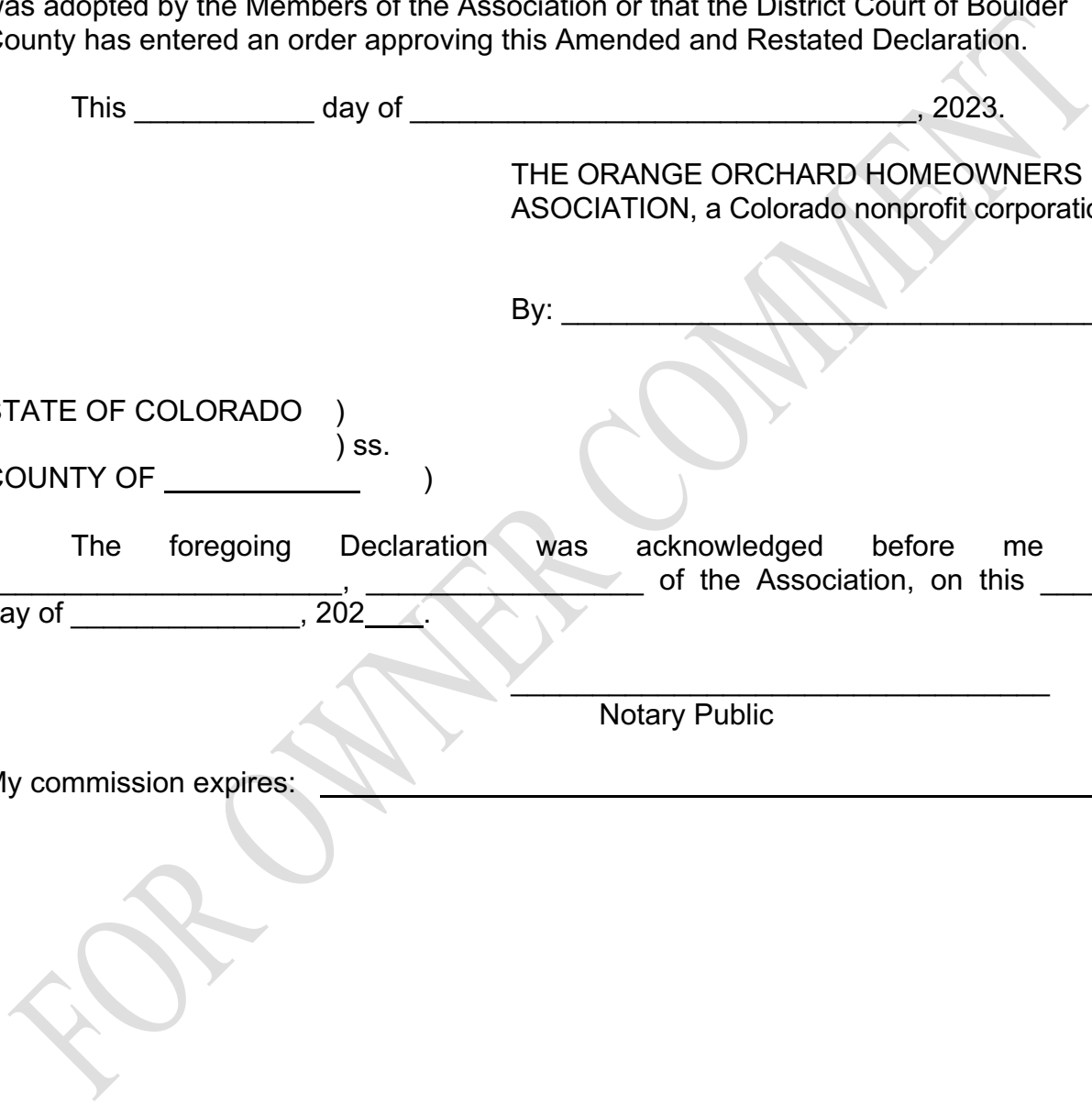
By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Declaration was acknowledged before me by _____ of the Association, on this _____ day of _____, 202____.

Notary Public

My commission expires: _____



[SIGNED WRITTEN CONSENTS BY OWNERS
APPROVING DECLARATION AMENDMENT
TO BE ATTACHED]

FOR OWNER COMMENT