

S. Dominguez, Gunnison County, CO 590493  
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 543 R: \$16.00 Pg: 1 of 3 D: \$0.00

## AMENDMENT TO TREASURY POINT TOWNHOMES DECLARATION

**THIS AMENDMENT** to the Treasury Point Townhomes Declaration is dated this 27 day of APRIL, 2009.

1. The facts and purposes of this Amendment are as follows:

1.1 The Treasury Point Townhomes Declaration was recorded on the 17th day of February, 2000 as Reception No. 499732 and was amended on May 16, 2001 at Reception No. 510896 and on May 13, 2002 at Reception 520291 of the Gunnison County, Colorado records (collectively, the "Declaration").

1.2 The purpose of this Amendment is to clarify responsibility for repair of damage and Unit maintenance.

2. The following provision is added to paragraph 4.2 of the Declaration:

Repair of damage inside of the Unit walls is the sole responsibility of the Unit owner, unless such damage was caused by the Association's failure to maintain the roof or other common area.

3. The following provision is added to the Declaration as Article XI:

### ARTICLE XI

#### Unit Maintenance

11.1. Except as otherwise provided herein, each owner shall maintain, repair, and replace, as necessary, all portions of such owner's Unit. Each owner shall maintain and keep in good repair the interior of his Unit, including the fixtures thereof to the extent repair or maintenance shall be necessary in order to avoid damaging other Units and common areas. All utility lines, pipes, wires, conduits, systems, fixtures and equipment serving only a single Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of such Unit,

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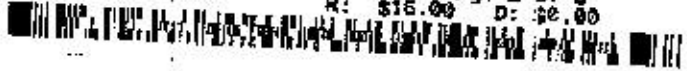
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shall be maintained and kept in repair by the owner thereof. An owner shall do no act or any work that will affect another Unit, the common areas, or impair the structural soundness or integrity of the party-wall. An owner shall do no act or any work that will impair any easement or hereditament or do any act or allow any condition to exist that will adversely affect any common area or another Unit or its owner.

11.2. Each owner shall maintain and keep in good repair the Unit's windows, doors and garage door.

11.3 In the event that a Unit is not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the owner of the Unit, or in the event that a Unit is damaged or destroyed by an event of casualty and the owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit for which the owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the owner and with the approval of the executive board (after a determination by the executive board that the condition of such Unit negatively impacts other owners or the value of other Units within the project) shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair, except that no advance notice or approval shall be required in the event of an emergency. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article VIII of the Declaration.

11.4 The Association shall be responsible for the maintenance, repair and replacement of those items of the project not specifically required to be maintained by an owner, unless necessitated by damage caused by the negligence, misuse or tortious act of a Unit owner or owner's agent. Furthermore, the Association shall have

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authority to replace all windows and/or garage doors in a building and to levy a special assessment therefor.

In accordance with paragraph 9.5 of the Declaration, this Amendment shall be effective when ratified by owners of Units having sixty-seven percent (67%) of the common expense responsibility and such Ratifications are recorded in the office of the Garrison County Clerk and Recorder.

Approved by the executive board of the Treasury Point Townhomes Association, Inc., a Colorado non-profit corporation, this 27 day of April, 2009.

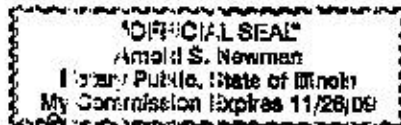
Treasury Point Townhomes Association, Inc., a Colorado non-profit corporation

By: J. Akers  
President

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The foregoing Amendment to Treasury Point Townhomes Declaration was acknowledged before me this 27 day of April, 2009, by James Akers as President of Treasury Point Townhomes Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.  
My commission expires:



Arnold S. Newman  
Notary Public