



FIRST AMENDMENT TO WILDHORSE AT PROSPECT DECLARATION

This Amendment to Wildhorse at Prospect Declaration is executed with an effective date of August 16, 2022, by Wildhorse at Prospect Association, Inc., a Colorado nonprofit corporation (“Association”), with approval of at least 67% of Members of the Association pursuant to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.* (the “Act”) and the Wildhorse at Prospect Declaration.

RECITALS

WHEREAS, Wildhorse at Prospect was created by the recording of the Wildhorse at Prospect Declaration (“Declaration”) at Reception No. 571667 in the office of the Clerk and Recorder of Gunnison County, Colorado which created a common interest community pursuant to the Act under the name Wildhorse at Prospect (“Wildhorse”), and which encumbers real property situated in the County of Gunnison, State of Colorado more particularly described in the Declaration.

WHEREAS, the Members and the Association desire to amend certain sections of the Declaration to reflect the prohibition of certain types of fractional ownership of Units within Wildhorse.

WHEREAS, the Members and the Association desire to amend certain sections of the Declaration to reflect a change in responsibility for the maintenance and repair of certain areas from the Association to the Owners and relatedly, to limit the claims Owners can make on the Association’s insurance policies.

WHEREAS, Article 24 of the Declaration requires that any amendment to the Declaration be approved by at least 67% of the Members after a statement of the proposed amendment is provided to Members together with any notice of any regular or special meeting at which the proposed amendment is to be voted and acted on, and after such proposed amendment has either been proposed by the Executive Board of the Association or by a petition signed by at least 51% of Members.

WHEREAS, Article IV, Section F of the Association’s Bylaws and C.R.S. § 7-127-109 provide that in addition to voting at a meeting, Members may vote by written ballot without the physical presence of such Members at a meeting so long as the number of returned ballots equals or exceeds the quorum required to be present at a meeting and the returned affirmative ballots equals or exceeds the number required for passage of the amendments at a meeting.

WHEREAS, as evidenced by an affidavit signed by the President and Secretary of the Association, the Executive Board of the Association approved proposing this Amendment unanimously, notice was provided by sending this Amendment to all Members together with a written ballot complying with the Association’s Bylaws and C.R.S. § 7-127-109, and notice for the meeting at which this Amendment was discussed, and 67% or more of the Members of the



Association voted to approve this Amendment, thus meeting the quorum and passage requirements.

NOW THEREFORE, the Declaration is amended as follows:

AMENDMENT

Article 2, Section 2.5(G) is amended and restated in its entirety as follows:

Section 2.5(G). Each Dwelling Unit shall be owned, used, and occupied solely for residential dwelling purposes and in accordance with the restrictions and provisions contained in this Declaration, in the Master Declarations, and in the PUD Guide, and as permitted by any applicable zoning ordinance or rules. No Dwelling Unit shall be used for any kind of commercial purpose other than an office in the home. The ownership or use of any Dwelling Unit by an Owner, tenant or guest in connection with any type of time share, fractional ownership, interval ownership, condominium hotel or any species of non-equity membership occupancy right is strictly forbidden.

Article 2, Section 2.5(I) is amended and restated in its entirety as follows:

Section 2.5(I). No Dwelling Unit shall be owned or used by any individuals or entities under which there is timesharing, club membership interest, interval ownership, or fractional ownership. Prohibited ownership under this Section 2.5(I) shall include any form of ownership where three or more unrelated individuals share in the ownership and usage of a Dwelling Unit either individually or as members, shareholders, owners, trustees, beneficiaries, or partners in an entity including but not limited to a limited liability company, corporation, joint venture, trust, or partnership. Prohibited ownership under this Section 2.5(I) includes any arrangement through or under which three or more owners of stock in any corporation, members of any nonprofit corporation or club, partners in any general or limited partnership, members of any limited liability company or other association, trustees or beneficiaries of any trust, or joint venturers in any joint venture, attempt by means formal or informal, to share the right to use a Dwelling Unit. Notwithstanding the foregoing, a Dwelling Unit may be owned by any number of members from the same family, defined as persons related within the second degree by consanguinity or affinity, who share in the ownership and usage of a Dwelling Unit either individually or as members, shareholders, owners, trustees, beneficiaries, or partners in an entity including but not limited to a limited liability company, corporation, joint venture, trust, or partnership.

Article 3, Section C is amended and restated in its entirety as follows:

C. Management Company Services and Occupancy. The Executive Board shall have authority to select, hire, terminate, negotiate and otherwise deal with the Management Company. Subject to oversight by the Executive Board, the Management Company will provide services to the Association and the Project including maintenance responsibilities that are the obligation of the Association



pursuant to Article 10, Section A. Furthermore, the Executive Board may negotiate with the Management Company for the exclusive or non-exclusive use of Special Common Areas necessary or desirable for the Management Company to satisfy its obligations under a management contract with the Association, with or without requiring the Management Company to pay a fee for the use of these areas, all as the Executive Board shall deem advisable in its sole judgment.

Notwithstanding the foregoing, the Executive Board may enter into agreements with residential homeowners associations, private membership clubs, or third parties for the purpose of sharing or licensing the use of the General and Special Common Areas on terms and conditions that the Executive Board deems reasonably equitable to the Owners.

Article 10, Section A is amended and restated in its entirety as follows:

- A. Maintenance. Certain responsibilities of the Association and Owners regarding maintenance and repair are set forth below. The Exterior Maintenance Areas shall be maintained to a high standard and have a uniform appearance.
- (1) Residential Exteriors. Owners shall maintain the exterior of all Dwelling Units which includes but is not limited to painting of the exterior (including decks and patios), roof repair, and exterior window washing. The maintenance shall be performed on a periodic basis as determined by the Executive Board. The color or type of materials used to maintain the exterior of the Dwelling Unit shall also be determined by the Executive Board. Owners shall be responsible for repair or replacement of broken windowpanes and all other exterior repairs.
 - (2) Landscaping, Sidewalks, Driveways, Utilities, and Other Improvements. The Association shall be responsible for maintaining and repairing landscaping, lawns, trees, shrubs, sidewalks, walls, gates and other improvements within the Common Areas. Notwithstanding the foregoing, Owners shall be responsible for maintaining and repairing all parts of driveways and sidewalks that serve a Dwelling Unit including any part of a driveway or sidewalk that is located on the Common Areas when such part of the driveway or sidewalk serves just one Dwelling Unit. Owners shall be responsible for maintaining and repairing landscaping, lawns, trees, shrubs, sidewalks, walls, gates, electric lines, natural gas lines, sewer lines, water lines, and other improvements that are located within the Limited Common Area that is designated for the exclusive use of that Owner as shown on the Plat. Notwithstanding the foregoing, the Association shall be responsible for snow removal on driveways in the Common Areas and the Limited Common Areas, clearing of snow from the roofs of Dwelling Units, inspection of fire suppression systems in Dwelling Units, maintenance and repair of irrigation and lawn sprinkling systems within Common Areas and Limited Common Areas, and cable



television and internet lines within the Common Areas and Limited Common Areas.

- (3) Further Maintenance Rules and Regulations. The Executive Board shall have the right to promulgate reasonable rules and regulations regarding maintenance by Owners that are not inconsistent with this Article 10.

Article 10, Section D is amended and restated in its entirety as follows:

- D. Responsibility of Owners. The Owners shall be responsible for maintaining all portions of their Dwelling Units including the Exterior Maintenance Areas and the Limited Common Area that is designated for the exclusive use of that Owner as shown on the Plat, unless modified by Article 10, Section A above. The Association shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Dwelling Unit or any part of the Common Areas. No Owner shall make any addition or other alteration to any portion of the Exterior Maintenance Area without the express consent of the Executive Board. The Executive Board shall have discretion to refer approval of any proposed alteration or addition to an architectural control committee or to a vote of the Owners at such level of voting approval as the Executive Board determines to be appropriate. If an Owner or any Owner's tenant, employee or guest causes damage to the Exterior Maintenance Area or the Common Areas by any negligent or unauthorized activity or misconduct, the Owner shall reimburse the Association for the cost of any repairs or replacements which may be required.

Article 19 is amended to add a new section O as follows:

- O. Owner Claims Under Association Insurance. To the extent the Association has insurance covering liability risks and property and casualty losses for the Limited Common Areas or Exterior Maintenance Areas or structural elements of Dwelling Units, Owners shall only have the option of making a claim under such policies if an Owner's loss that would be covered under such policies is for an amount of \$10,000.00 or more. Owners shall be responsible for such losses if the amount of the loss is under \$10,000.00 regardless of whether such loss would be covered by the Association's insurance policies.

Except for the foregoing, the Declaration shall remain unchanged.

Affidavit and Certification by Association:

John Low, as President of the Executive Board of the Wildhorse at Prospect Association, Inc. ("Association"), hereby swears and attests that he has received and reviewed the returned ballots from the Members and that the above-described Amendment, as written, was approved by the signatures of at least 67% of Members having a vote in the Association thus meeting the quorum and passage requirements, and further certifies that the above-described Amendment, as written,



was proposed by unanimous consent, in writing, by the Executive Board of the Association, and was provided to the Members in advance of the meeting at which it was discussed together with a ballot meeting the requirements of the Association's Bylaws and C.R.S. § 7-127-109.

Wildhorse at Prospect Association, Inc., a Colorado nonprofit corporation

By:
 John Low, Board President

Attest:
 By:
 Matt Boisen, Board Secretary

STATE OF Colorado)
)
 COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 25 day of August, 2022, by John Low as Board President of Wildhorse at Prospect Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
 Notary Public

My commission expires:
7-21-2025

MARY JO MARVEL
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID #20054028754
 My Commission Expires July 21, 2025

STATE OF Colorado)
)
 COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 24 day of August, 2022, by Matt Boisen as Board Secretary of Wildhorse at Prospect Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
 Notary Public

My commission expires:
7-21-2025

MARY JO MARVEL
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID #20054028754
 My Commission Expires July 21, 2025