



**HAVERLY TOWNHOMES
DECLARATION OF PROTECTIVE COVENANTS**

ARTICLE 1: Dedication

Section 1.1. Property Dedicated. Haverly LLC, a Colorado limited liability company ("Declarant") hereby makes, declares, and establishes the following covenants, restrictions and easements, which shall be binding upon and affect the real property more particularly described as:

Haverly Townhomes, according to the plat thereof recorded in the real property records of Gunnison County, Colorado as Reception No. 693923

(the "Plat" and all real property described on the Plat being the "Property").

Section 1.2. Dedication. This Haverly Townhomes Declaration of Protective Covenants (the "Covenants") shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Townhomes, units, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees and shall inure to and be for the benefit of each Owner of a Townhome within the Property and the Association (as defined below). These Covenants are imposed for the benefit of all Owners and all future owners of Townhomes and areas located within the Property and to provide for the preservation of values of the Property and to provide and preserve the covenants, easements, restrictions, assessments, liens and all other matters set forth in the Covenants, all of which are for the benefit of the Property.

ARTICLE 2: Definitions

Section 2.1. "Association" means Haverly Townhomes Association, Inc., a Colorado nonprofit corporation.

Section 2.2. "Buildings" means the buildings shown on the Plat, as amended, and the term "Building" means a building as shown on the Plat. There are three Buildings, each with four Townhomes.

Section 2.3. "CCIOA" means the Colorado Common Interest Ownership Act, C.R.S. § 38- 33.3-101, et seq., as amended.

Section 2.4. "Common Elements" means all of the real property and improvements shown on the Plat except for the Townhomes. The Common Elements include the Limited Common Elements (which may also be referred to in these Covenants and on the Plat as "L.C.E." or "LCE") and all General Common Elements (which may also be referred to as "G.C.E." or "GCE" in these Covenants or on the Plat) and all areas designated as common area or open space, which are to be treated as GCE if not specifically labeled as LCE.

2.4.1. "General Common Elements" means the portion of the Common Elements allocated by these Covenants or the Plat that is for the common use of all Owners in accordance with



Colorado law.

Section 2.5. "Common Expenses" means expenditures made or liabilities incurred by the Association subject to, and in accordance with, the Governing Documents.

Section 2.6. "Governing Documents" means the Plat, these Covenants, the Articles of Incorporation of the Association, the Bylaws of the Association, and all of the rules, regulations, policies, procedures and other resolutions of the Association. The rules, regulations, policies and procedures of the Association are referred to herein as the "Regulations."

Section 2.7. "Limited Common Elements" means a portion of the Common Elements allocated by these Covenants or the Plat for the exclusive use of one or more Townhomes, but fewer than all of the Townhomes.

Section 2.8. "Owner" means the owner or owners of a Townhome.

Section 2.9. "Townhomes" means collectively the Townhomes as shown on the Plat. The Townhomes are designated on the Plat as Units 1A, 1B, 1C, and 1D, all within Building 1; Units 2A, 2B, 2C, and 2D, all within Building 2; and Units 3A, 3B, 3C, and 3D, all within Building 3. Townhomes are individually referred to herein as a "Townhome". Each Townhome consists of all interior elements of the Townhome identified on the Plat, including all utilities and the land beneath the building identified as the Townhome and the land identified as part of the Townhome to the rear of the Building, but specifically excludes the roof, the interior of any shared wall between the Townhomes, and the exterior of any Townhome. The interior of a shared wall does not include the drywall. The interior of a Townhome includes all exterior doors and windows. Each Townhome includes that physical portion of the Property which is designated for such separate ownership and the boundaries of which are described in the Plat. A Townhome includes the land and portion of the Building designated on the Plat as the Townhome except as expressly set forth in this Section.

Section 2.10. "Outlot" means the platted lot depicted on the Plat, owned by the Association, and generally surrounding the Buildings. The Outlot, along with any improvements or features within the Outlot, is a General Common Element.

ARTICLE 3: CCIOA Provisions

Section 3.1. Planned Community. The name of the common interest community is Haverly Townhomes. Haverly Townhomes is a planned community. Haverly Townhomes is located in Gunnison County, Colorado. Haverly Townhomes waives its exception from the applicability of CCIOA under C.R.S. § 38-33.3-116 and elects to be subject CCIOA as if C.R.S. § 38-33.3-116 did not apply.

Section 3.2. Declarant Control Period. Declarant reserves the right to appoint, add and remove directors to the board of directors of the Association until the time set forth in the Bylaws.

Section 3.3. Identification of Elements; General Matters. The Townhomes are more particularly



described on the Plat, which is incorporated herein by this reference. The Owners of each Townhome shall have 1 vote in the Association and shall have responsibility for an equal share of the Common Expenses. Accordingly, each Townhome's Owner will be allocated 1/12 of the vote in the Association and 1/12 of the Common Expense assessments in the Association. All recorded easements, licenses, and similar matters are set forth on the Plat. Haverly Townhomes is subject to CCIOA and the Association is entitled to exercise all rights, privileges, powers granted to associations under CCIOA and any other Colorado law. The Association is the Owner of the Common Elements.

Section 3.4. Each Building Responsible For Its Expenses. Notwithstanding any other provision within these Covenants, any Assessment for any Common Expense that relates only to one Building, such as roof repairs, wall repairs, structural repairs or other Common Expenses for a given Building, shall be assessed only to the Owners of Townhomes in that Building. Snow removal from the roof of each Building is a Common Expense to be apportioned among the Units on a Building-by-Building basis. Snow removal and landscape maintenance for the Outlot contracted by the Association is a Common Expense to be apportioned among all Units and not on a Building-by-Building basis.

ARTICLE 4: Uses and Design Review

Section 4.1. General Use. The use of the Townhomes and the remainder of the Property shall be limited to those uses permitted by Gunnison County, the Crested Butte South Property Owners Association and the Association as may be further limited or defined by the Association's Governing Documents; provided, however, that the Property, including the Townhomes, shall be used exclusively for single family residential use. The Association's Regulations may allow, allow with limitations, or prohibit matters such as timeshares, multiple ownership structures that are similar to timeshares, short term rentals, and in-home occupations; provided, however that the Regulations may not permit any activities or improvements prohibited for the Property by Gunnison County or the Crested Butte South Property Owners Association or these Covenants.

Section 4.2. Specific Restrictions. The following uses are not permitted by any Owner, including any guest, invitee, licensee, or renter of any Owner, on the Property including on or at any Townhome:

- A. Posting of any signs other than for sale signs (except as otherwise permitted by law).
- B. Installing, maintaining or otherwise making any exterior lighting or other exterior improvement without approval of the Association.
- C. Parking any abandoned vehicle, which may be further defined by the Association, but shall mean at a minimum any vehicle which has not been driven under its own propulsion for a period of four months or longer, on the Common Area, including the parking lot.
- D. Sheds and other additional buildings are prohibited.

Section 4.3. Regulations. All Owners and their tenants and guests are required to comply with all



Governing Documents, including without limitation the Regulations. Each Owner shall be liable for any violation of the Governing Documents, including without limitation the Regulations, by his or her tenants, guests, and all other persons on the Property at the request of, or upon the permission of, such Owner. Each Owner shall be required to maintain insurance of a type and in the amounts to be set forth in the Regulations, if required by the Regulations.

Section 4.4. Standards for Upkeep and Design. As part of the Association's Regulations, the Association shall provide rules, regulations, policies and procedures establishing:

(1) the standards for those exterior items allowed to be placed or maintained by Owners, (2) the standards for any improvements, and (3) the process for requesting and approving new improvements and alterations to existing improvements.

Section 4.5. Maintenance by Owners. Each Owner shall maintain his or her Townhome in good condition as defined in the Regulations.

ARTICLE 5: Duties and Powers

Section 5.1. Association Duties. The Association shall be responsible for all upkeep, repair and replacement of the Outlot and the other Common Elements and shall maintain adequate insurance on the same. For the avoidance of doubt, the responsibilities of the Association shall include, but shall not be limited to, (i) all upkeep, repair and replacement of all Building roofs and Building exteriors, except for the exterior windows and doors of a Townhome, which windows and doors shall be the responsibility of the Townhome owner; (ii) all structural repairs and replacements of the interior of any common wall between the Townhomes, though the repair of any such common wall shall be allocated amongst the Unit owners within the affected Building only; and (iii) all maintenance and snow removal from parking and driving areas within the Outlot.

Notwithstanding any of the terms above or any other term within this Declaration, the Association shall not be responsible for repairing or replacing any portion of the Outlot or other Common Element if, and to the extent, the repair or replacement is made necessary by the actions of any Owner, their guests, agents, or invitees (but expressly excluding ordinary wear and tear); and in such case, the Association shall perform the necessary repair or replacement, but the responsible Owner(s) shall be responsible for payment of the cost of such repair or maintenance.

Section 5.2. Association Powers. Subject to the specific provisions of these Covenants, the Governing Documents and applicable law, the Association may:

- A. Adopt and amend bylaws, policies, procedures and rules and regulations, including a schedule of fines and enforcing the same through a fine process promulgated by the Association;
- B. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for Common Expenses;
- C. Hire and terminate managing agents and other employees, agents, and independent contractors;



- D. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or on behalf of Owners of the Townhomes;
- E. Make, contract, and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement, and modification of the Common Elements;
- G. Cause additional improvements to be made as a part of the Common Elements;
- H. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except that the Common Elements may be conveyed or subjected to a security interest only pursuant to law;
- I. Grant easements, leases, licenses, and concessions through or over the Common Elements;
- J. Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements (but excluding charges for use of the Common Element parking lot);
- K. Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated;
- L. Impose reasonable charges for the preparation and recordation of amendments to these Covenants or statements of unpaid assessments;
- M. Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
- N. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- O. Obtain and maintain insurance on the roof and other Common Elements, with such insurance costs being divided by Building for any insurance that is for a given Building;
- P. Adopt and amend rules, regulations, policies and procedures regarding domestic or other household pets, subject to such limitations as may be imposed by any other governing entity;
- Q. Provided that they cannot be inconsistent with the Covenants and Plat, adopt and amend the Regulations through the Association's board of directors, including policies, procedures, rules and regulations: (1) permitted or required by CCIOA, (2) as contemplated by these Covenants, and/or (3) as otherwise governing all use of the Property and construction and maintenance of improvements on the Property.
- R. Exercise any other powers necessary and proper for the governance and operation of the Association.



Section 5.3. Membership. Every person or entity holding an ownership interest in any Townhome, and by whatever means acquired, shall automatically become a member of the Association (hereinafter, "Member"), in accordance and in compliance with these Covenants, the articles of incorporation for the Association, and the bylaws for the Association. If ownership of any Townhome is jointly held or held in any sort of fractional ownership, then the appertaining membership shall also be jointly held. Notwithstanding the foregoing, however, there shall not be more than one membership for each Townhome. Membership shall be appurtenant to and may not be separated from the ownership of any Townhome.

Section 5.4. Voting Rights. All voting rights of the Association shall be exercised by the Members, each membership being entitled to one (1) vote for the appertaining Townhome. If a membership is jointly held, all holders are entitled to participate in the affairs of the Association, but must act unanimously with respect to any vote to be cast for their membership. If the holders of a membership interest, that is jointly held, fail to act unanimously, they will be treated as having abstained. The Association shall be entitled to presume that the vote, if properly cast, is the united expression of such joint owners, and shall not be required to otherwise inquire as to the authority of any one joint holder to act on behalf of the others. Any designation of a proxy to act for joint holders of a membership must be signed by all such holders.

ARTICLE 6: Enforcement: Lien Rights

Section 6.1. Assessments. Each Owner is personally obligated to pay to the Association Common Expense assessments, special expense assessments, and delinquent assessments. When a Townhome is owned by multiple owners, each Owner shall have joint and several liability for all assessments against such Townhome. Any assessments which are not paid when due shall be delinquent. The Association shall have a lien upon the Townhomes for any assessments. The Association shall have such lien rights and assessment rights and other rights as are set forth in CCIOA. The priority of the Association's lien shall be as set forth in CCIOA. The Association shall have all lien rights for unpaid dues and all other lien rights provided to common interest community associations under CCIOA, including without limitation all lien rights under C.R.S. § 38-33.3-316. The Association's lien is perfected by the recordation of these Covenants and shall not require any further action to be perfected. If an assessment is not paid within thirty (30) days after the mailing of such assessment by certified mail, return receipt requested to the Owner at the most current address on file with the Gunnison County, Colorado Assessor, it is delinquent, and the assessment shall bear interest from the date of delinquency at the rate that is the lesser of (a) eighteen percent (18%) per annum or (b) the maximum rate allowed by applicable law, and the Association may assess a monthly late charge thereon in such amount or at such rate as may be established by the Association from time to time in the Regulations. In addition to any other remedy provided by law, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and in the event of any such action all interest, costs, reasonable costs of collection, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. All late charges, penalties, interest, reasonable costs of collection, costs of appeal, and reasonable attorneys' fees of the Association incurred with respect to the delinquent Owner shall be part of, and included in, the Association's lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by



non-use or abandonment of his or her Townhome. The Association shall keep a summary of assessments collected and expenses paid. Acceptance of ownership of a Townhome is acceptance of these Covenants by such Owner and constitutes the Owner's agreement to be bound by these Covenants and all Governing Documents.

Section 6.2. Waiver and Release of Association. Each Owner on behalf of itself and its affiliates, owners, and family members and their respective agents, employees, tenants, guests, and invitees hereby waives and releases the Association, the members of the Association's board of directors, and the Association's officers, employees, representatives and agents (each a "Released Party" and collectively the "Released Parties") from any and all liability and/or claim for personal injury, economic damage, property damage, or death that may occur on, or in connection with the use of, the Property including, without limitation, the Common Elements, except and to the extent such liability or claim arises from the gross negligence or willful misconduct of a Released Party. Without limiting in any manner the preceding sentence and notwithstanding any other provision of these Covenants or any other document of the Association, to the fullest extent permitted by law the Association and the other Released Parties shall not be liable for any claim, injury or damage suffered within a Townhome or the Limited Common Elements.

ARTICLE 7: Provisions Required By Gunnison County And Crested Butte South

Section 7.1. Solid-Fuel Burning Devices. The installation and maintenance of solid-fuel burning devices in the subdivision (including charcoal grills) is prohibited except in compliance with all applicable Gunnison County regulations that exist at the time of installation. If no Gunnison County regulations exist related to a solid-fuel burning device, the device is prohibited.

Section 7.2. Fencing. No Owner may erect any fencing unless approved by the Association and located on that Owner's Townhome lot as shown on the Plat. Yard fencing must connect to any existing fencing. Double fencing (fences placed on adjacent yards and running parallel to each other) is prohibited. All yard fencing must be of comparable materials and finishes so as to present a harmonious architectural appearance in Haverly Townhomes. The Townhomes include a backyard area that may be fenced if otherwise permitted for Haverly Townhomes by the Crested Butte South Property Owners Association. Any fencing in the backyard area may have to be removed as numerous utility easements traverse the backyards. Each Owner is liable for the cost, expense, labor and materials arising out of any installation, maintenance, replacement, and removal of that Owner's fence. Any fencing must be constructed so as to be easily removable to permit utility work in the backyards as necessary and must not require the Owner's presence or any key to be removed.

Section 7.3. Exterior Lighting. No exterior lighting shall be installed or maintained except in accordance with all applicable Gunnison County regulations that exist at the time of installation. No exterior lighting may be installed by any Owner without first receiving approval by the Association in accordance with all applicable rules, regulations, policies and procedures.

Section 7.4. Noxious Weeds. The Association shall be responsible for treating and removing noxious weeds on all Common Elements. The Association shall exercise reasonable efforts to eliminate noxious weeds from the Common Elements using best practices at the time such efforts



are made.

Section 7.5. Standards to Ensure Compatible Uses. All Townhomes will be used for single family residential purposes only. Owners are not permitted to engage in storage outside of fully enclosed Buildings except for the parking of vehicles in accordance with, at the locations permitted by, and as defined by, the Association's Regulations and these Covenants. All parking must comply with the Association's Regulations, which may limit parking, establish location for parking, and other matters relating to parking. All Townhomes shall be used in a manner consistent with the residential area. No Owner may engage in any use that produces noise in excess of the permitted levels under state statute in effect at the time or any more restrictive Gunnison County or Crested Butte South Property Owner Association standards. All Townhomes are subject to the Covenants and Restrictions of Crested Butte South recorded in book 420 at page 404 in the real property records of Gunnison County, Colorado (as subsequently amended, the "CB South Covenants"), including all applicable governing documents of the Crested Butte South Property Owners Association. To the extent of any conflict between the CB South Covenants and these Covenants, the CB South Covenants will prevail unless otherwise stated by the CB South Covenants or any other governing document for the Crested Butte South Property Owners Association.

Section 7.6. Domestic Animals. Each Owner shall be permitted to have not more than two dogs and two cats; provided, however, that the board of directors of the Association may allow a greater number upon a showing of good cause. No livestock, including chickens, are permitted. Domestic animals shall be kept under control at all times (including, without limitation, excessive or nuisance barking in the case of dogs), including through kennels, leashes, and other forms of effective restraint. Fish and other, similar confined pets that will not be outdoors at any time are permitted.

ARTICLE 8: Duration: Amendment: Miscellaneous

Section 8.1. Duration. These Covenants shall be perpetual in duration. These Covenants shall run with the Property.

Section 8.2. Termination. The conditions, restrictions, stipulations, agreements and covenants herein contained may not be waived, abandoned, or terminated except upon the approval of the Owners of the Townhomes.

Section 8.3. Amendment. These Covenants and the Plat may be amended only in accordance with the provisions for amendment set forth in CCIOA and upon the approval of the Owners of at least 66.67% of the Townhomes and such amendment shall be effective against the holders of mortgages and holders of deeds of trust encumbering the Townhomes, notwithstanding the fact that such holders have not approved such amendment.

Section 8.4. Construction; Severability. These Covenants, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of these Covenants is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect. Each provision of these Covenants is distinct and severable.



Section 8.5. Jurisdiction and Venue. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of these Covenants or the Plat shall be the County Court or District Court of Gunnison County, Colorado.

Section 8.6. Enforcement. Any action to enforce any provision of these Covenants may be brought by the Association, its representatives, successors and assigns, and/or by any of the Owners.

Section 8.7. No Waiver. The failure to enforce or obtain compliance as to any violation shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

Section 8.8. Attorney Fees and Costs. In the event of any legal action or arbitration to interpret or enforce any of the provisions of these Covenants or to restrain the violation of these Covenants, whether judicial, nonjudicial or administrative, the prevailing party shall be awarded all reasonable costs, fees and expenses incurred by it in such action, including all reasonable attorneys' fees that it may incur.

Section 8.9. Reconciliation. In the event of any conflict between these Covenants and the Plat, these Covenants control and prevail.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the 27th day of OCT, 2023.

Haverly, LLC, a Colorado limited liability company

Mark A. Trittipio
BY: Mark Trittipio
ITS: Manager

STATE OF TEXAS)
)ss.
County of Harris)

The foregoing document was acknowledged by Ethan Lopez on the 27th day of OCT, 2023 by Mark Trittipio as Manager of Haverly, LLC, a Colorado limited liability company.

Witness my hand and official seal.

