

268-137

owner

No. 165106

WARRANTY DEED

B.R. Jennings, et al  
to  
G.L. Taylor, et al

Filed for record at  
10:55 o'clock A.M.  
March 27, 1958

Mamie Wells, Recorder  
Fern Pierce, Deputy

THIS DEED, Made this fifth day of January in the year of our Lord one thousand nine hundred and fifty-four between B.R. Jennings and Thelma Jennings of the County of Teller and State of Colorado, of the first part, and G.L. Taylor and T.L. Taylor of the County of Elbert and State of Colorado, of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to the said parties of the first part in hand paid by the said

parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of Teller and State of Colorado, to-wit:

The Northwest quarter of the Southeast quarter, and the South half of the Southeast quarter of Section 34.

The Southwest quarter of the Southwest quarter of Section 35, together with all the water rights pertaining thereto, including the greater right in Ditch No. 328 and the Biggs Ditch No. 3, the same being Arkansas River Priority No. 304 and Four Mile Creek Priority No. 66.

Lots 4, 9, 10, 12, 13, 14 and 15 in Section 34.

The Bennett Placer, Mineral Entry No. 3323, situated in a portion of the Northeast quarter of the Southeast quarter of Section 34, also known and described as Lot 19 on Subdivisional plat of said Section 34, containing 37.78 acres, more or less.

362  
47  
304



The West Side Lode Mining Claims No. 1, 2, 3 and 4, United States Mineral Survey No. 15892, being a part of Sections 34 and 35 containing 28,779 acres, more or less.

The Mary Darling Placer Claim, Mineral Entry No. 2504, and described as Lots 2, 7, 8, 9, 20 and 29 in Section 35, containing 93.6 acres, more or less.

The Caroline Placer, Mineral Entry No. 2422, being the Northwest quarter of Section 35.

The Minnie Placer, Mineral Entry No. 2500, being the Southeast quarter of Section 27.

The Gate City Placer, Survey No. 14895, also referred to as Mineral Entry No. 2510, being a portion of Section 34, containing 70.836 acres, more or less.

The Adams Placer, Mineral Entry No. 2402, being the Southwest quarter of Section 26.

The McMullen Placer, Mineral Entry No. 2447, being the West half of the Southwest quarter of Section 23, and the West half of the Northwest quarter of Section 26.

The Deadwood Placer, Mineral Entry No. 2360, described as follows: The Southwest quarter of the Southwest quarter of Section 23, the East half of the Northwest quarter, the Southwest quarter of the Northwest quarter of the Northeast quarter, the South half of the Northwest quarter of the Northeast quarter, the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 26.

The Northeast quarter of Section 27.

The Southwest quarter of the Southeast quarter of Section 23.

All of the above described property being in Township 14 South, Range 70 West of the 6th P.M.

The Nickel Plate No. 1, Lode Mining Claim, United States Mineral Survey No. 12475, being a portion of Section 3, Township 15 South, Range 70 West of the 6th P.M., containing 8.607 acres, more or less.

The Northeast quarter of Section 27, and Capitola Placer Mining Claim, Mineral Entry No. 2601, being the Southwest quarter of Section 27, all in Township 14 South, Range 70 West of the 6th P.M.

The North half of the Northwest quarter of Section 22, containing 80 acres.

The Northeast quarter of the Southeast quarter of Section 13, containing 40 acres.

The South half of the Northeast quarter, the Southwest quarter, the North half of the Southeast quarter of Section 22.

The South half of the Southwest quarter, the Northwest quarter of the Southeast quarter, the North half of the Southwest quarter of Section 13, containing 200 acres.

The East half of the Southeast quarter, the Southeast quarter of the Northeast quarter of Section 14, containing 120 acres.

The North half of the Southwest, the East half of the Northwest quarter and the West half of the Northeast quarter of Section 24, containing 240 acres.

The South half of the Northwest quarter, the Southwest quarter of the Northeast quarter of Section 15, containing 120 acres.

All being in Township 14 South, Range 70 West of the 6th P.M.

Lot 9 (being the Northeast quarter of the Southeast quarter);

Lot 10 (being the Northwest quarter of the Southeast quarter);

Lot 15 (being the Southwest quarter of the Southeast quarter);

Lot 16 (being the Southeast quarter of the Southeast quarter);

of Section 9; the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 10; the Southwest quarter of the Southeast quarter of Section 10; the North half of the Northwest quarter of Section 15; the Northeast quarter of the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 15; the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 11; the Northeast quarter of the Northeast quarter of Section 14; and the South half of the Northwest quarter of Section 13; all in Township 14 South, Range 70 West of the 6th P.M.

The East half of the Southeast quarter, the Southeast quarter of the Northeast quarter of Section 11; the West half of the Southwest quarter, the Southwest quarter of the Northwest





Township 14 South, Range 70 West of the 6th P.M.

All of the above described property subject to any and all reservations of mineral rights and all rights of ways and easements of record; and together with all water rights now used and pertaining to all of said property, including those rights now in process of being adjudicated in the District Court of Fremont County, Colorado, and Ditch No. 328 and the Bigge Ditch No. 3, same being Arkansas River Priority No. 304 and Four Mile Creek Priority No. 66.

The grantors herein reserve for themselves, their heirs, successors and assigns a non-participating one-half interest in the mineral rights in any of the property herein described which have not previously been excepted and reserved.

Together With all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold The said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said B.E. Jennings and Thelma Jennings, parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind and/or nature soever;

and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of )

\_\_\_\_\_ )  
\_\_\_\_\_ )  
Witness \_\_\_\_\_ )

\_\_\_\_\_ )  
\_\_\_\_\_ )  
Witness \_\_\_\_\_ )

B. E. Jennings SEAL

B. E. Jennings SEAL

Thelma Jennings SEAL

Thelma Jennings SEAL

STATE OF COLORADO, )

County of El Paso ) ss.

I, the undersigned, Notary Public in and for said County, in the State aforesaid, do hereby certify that B.E. Jennings and Thelma Jennings who are personally known to me to be the persons whose names are subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

(Notarial  
Seal)

Given under my hand and notarial seal, this 17th day of March,

A.D. 1954.

My Commission expires June-23, 1954. Aug. 12-1954

Helen S. Mitchell  
Notary Public

Documentary Stamps \$77.00 Cancelled 3-17-54 By R.A.B.J.



Whereas, I have purchased from the said Kaess Motor Company Salida, Colorado the following property, to-wit:

(1) Minneapolis Moline Model Z Tractor, Tractor No. 568103

Motor No. 53775

which property is to continue to be located at Victor, Colorado in the County of Teller, and State of Colorado, and whereas of the purchase money the amount of the principal hereof remains unpaid. Now, Therefore, To secure its payment, I hereby convey said property to the said Kaess Motor Company Salida, Colorado, and assigns, upon the condition that on the payment of this note, when due, the lien created hereby shall be null and void, it being agreed that until default be made in the payment of this note or interest, or any part thereof, possession of said property may be retained by me. And in the event of the non-payment of any installment hereof, at the time and place specified, or any part thereof, or in case of any attempt to sell, encumber or remove said property from the above location without written permission, or in case said property shall be taken on legal process, then the said Kaess Motor Company his agents, attorneys or assigns, may declare this note and each installment thereof at once due, and take immediate possession of said property wherever the same may be found, without process of law, and sell the same at private sale, and out of the proceeds arising from said sale, pay all costs attending the same, and deduct a fair and reasonable commission for making said sale, and out of the balance of said proceeds pay this said note, paying to me the surplus, if any.

62073

STATE OF COLORADO }  
                              } SS.  
County of Teller }

X Chas Wilson SEAL

Earl V Wilson SEAL

This mortgage was acknowledged before me this 22 day of March A.D. 1954, by Chas Wilson, Mortgagor.

My commission expires Feb 24 -1955 A.D. 19\_\_.

(Notarial Seal)

Daniel E. Harrington  
Notary Public

Payment Guaranteed  
Kaess Motor Co  
By M.C. Kaess  
owner

|                       |   |  |
|-----------------------|---|--|
| No. 165106            | } | <u>THIS DEED</u> , Made this fifth day of January in the year of our Lord one thousand |
| WARRANTY DEED         |   | nine hundred and fifty-four between B.R. Jennings and Thelma Jennings of the           |
| B.R. Jennings, et al  |   | County of Teller and State of Colorado, of the first part, and G.L. Taylor and         |
| to                    |   | T.L. Taylor of the County of Huerfano and State of Colorado, of the second             |
| G.L. Taylor, et al    |   | part:  |
| Filed for record at   |   | Witnesseth, That the said parties of the first part, for and in consid-                |
| 10:55 o'clock A.M.    |   | eration of the sum of Ten (\$10.00) Dollars, and other good and valuable               |
| March 27, 1954        |   | considerations to the said parties of the first part in hand paid by the said          |
| Memie Wells, Recorder |   |  |
| Fern Pierce, Deputy   |   |  |

parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of Teller and State of Colorado, to-wit:

The Northwest quarter of the Southeast quarter, and the South half of the Southeast quarter of Section 34.

The Southwest quarter of the Southwest quarter of Section 35, together with all the water rights pertaining thereto, including the grantors right in Ditch No. 328 and the Riggs Ditch No. 3, the same being Arkansas River Priority No. 304 and Four Mile Creek Priority No. 66.

Lots 4, 9, 10, 12, 13, 14 and 16 in Section 34.

The Bennett Placer, Mineral Entry No. 3323, situated in a portion of the Northeast quarter of the Southeast quarter of Section 34, also known and described as Lot 15 on Subdivisional plat of said Section 34, containing 37.78 acres, more or less.



The West Side Lode Mining Claims No. 1, 2, 3 and 4, United States Mineral Survey No. 15893, being a part of Sections 34 and 35 containing 28.779 acres, more or less.

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The Deadwood Placer, Mineral Entry No. 2360, described as follows: The Southeast quarter of the Southwest quarter of Section 23, the East half of the Northwest quarter, the Northwest quarter of the Northwest quarter of the Northeast quarter, the South half of the Northwest quarter of the Northeast quarter, the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 26.

The Northeast quarter of Section 27.

The Southwest quarter of the Southeast quarter of Section 23.

All of the above described property being in Township 14 South, Range 70 West of the 6th P.M.

The Nickel Plate No. 1, Lode Mining Claim, United States Mineral Survey No. 12473, being a portion of Section 3, Township 15 South, Range 70 West of the 6th P.M., containing 8.607 acres, more or less.

The Northwest quarter of Section 27; and Capitola Placer Mining Claim, Mineral Entry No. 2601, being the Southwest quarter of Section 27, all in Township 14 South, Range 70 West of the 6th P.M.

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The South half of the Northeast quarter, the Southwest quarter, the North half of the Southeast quarter of Section 22.

The South half of the Southwest quarter, the Northwest quarter of the Southeast quarter, the North half of the Southwest quarter of Section 13, containing 200 acres.

The East half of the Southeast quarter, the Southeast quarter of the Northeast quarter of Section 14, containing 120 acres.

The North half of the Southwest, the East half of the Northwest quarter and the West half of the Northeast quarter of Section 24, containing 240 acres.

The South half of the Northwest quarter, <sup>the Southwest quarter</sup> of the Northeast quarter of Section 15, containing 120 acres.

All being in Township 14 South, Range 70 West of the 6th P.M.

Lot 9 (being the Northeast quarter of the Southeast quarter);

Lot 10 (being the Northwest quarter of the Southeast quarter);

Lot 15 (being the Southwest quarter of the Southeast quarter);

Lot 16 (being the Southeast quarter of the Southeast quarter);

of Section 9; the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 10; the Southwest quarter of the Southeast quarter of Section 10; the North half of the Northwest quarter of Section 15; the Northeast quarter of the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 15; the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 11; the Northeast quarter of the Northeast quarter of Section 14; and the South half of the Northwest quarter of Section 13; all in Township 14 South, Range 70 West of the 6th P.M.

The East half of the Southeast quarter; the Southeast quarter of the Northeast quarter of Section 11; the West half of the Southwest quarter, The Southwest quarter of the Northwest







Township 14 South, Range 70 West of the 6th P.M.

All of the above described property subject to any and all reservations of mineral rights and all rights of ways and easements of record; and together with all water rights now used and pertaining to all of said property, including those rights now in process of being adjudicated in the District Court of Fremont County, Colorado, and Ditch No. 328 and the Riggs Ditch No. 3, same being Arkansas River Priority No. 304 and Four Mile Creek Priority No. 66.

The grantors herein reserve for themselves, their heirs, successors and assigns a non-participating one-half interest in the mineral rights in any of the property herein described which have not previously been excepted and reserved.

Together With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold The said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said B.R. Jennings and Thelma Jennings, parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind and/or nature soever; and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of )

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\_\_\_\_\_ )  
Witness \_\_\_\_\_ )

\_\_\_\_\_ )  
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Witness \_\_\_\_\_ )

|                        |      |
|------------------------|------|
| <u>B. R. Jennings</u>  | SEAL |
| B. R. Jennings         |      |
| <u>Thelma Jennings</u> | SEAL |
| Thelma Jennings        |      |

STATE OF COLORADO, )  
                          ss.  
County of El Paso )

I, the undersigned, Notary Public in and for said County, in the State aforesaid, do hereby certify that B.R. Jennings and Thelma Jennings who are personally known to me to be the persons whose names are subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

(Notarial  
Seal)

Given under my hand and notarial seal, this 17th day of March  
A.D. 1954.

My Commission expires June-23, 1954, Aug. 12-1954

Helen S. Mitchell  
Notary Public

C  
7512

**RESOLUTION AMENDING AND CONSOLIDATING THE  
DECLARATIONS OF PROTECTIVE COVENANTS OF  
CRIPPLE CREEK MOUNTAIN ESTATES**

THIS RESOLUTION AMENDING AND CONSOLIDATING COVENANTS ("Resolution") is executed by Cripple Creek Mountain Estates Property Owners' Association, Inc., a Colorado nonprofit corporation (the "Association"), effective March 16, 2005, hereby amending the Declaration of Protective Covenants and Building Restrictions (the "Declarations") for the following subdivisions in Teller County, Colorado, described as follows:

**Cripple Creek Mountain Estates Filing Nos. 1 through 14, and 16 through 23 inclusive; and  
Cripple Creek Timbers, a replat of Cripple Creek Mountain Estates Filing No. 2.**

**RECITALS**

A. Golden Cycle Land Corporation, a Colorado corporation, as the owner of the above-described property, recorded a series of protective covenants, declarations and/or building restrictions for the mutual benefit and enjoyment of purchasers and residents of Lots within said subdivisions;

B. In every case, each Declaration provided that same could be amended by a vote of fifty-one percent (51%) or more of the record owners of said subdivision;

C. In order to insure that the purposes of the Declarations were carried out, the Cripple Creek Mountain Estates Property Owners Association, a non-profit corporation ("Association") was organized under the laws of Colorado;

D. The Association was given the power to administer and enforce the covenants and building restrictions set forth in the Declarations;

E. Prior to the annual meeting of the owners held on June 15, 2002, Owners of each subdivision requested an election for the purpose of amending and consolidating the protective covenants of all subdivisions;

F. Said meeting has been continued from time to time for the purpose of collecting the ballots of those owners who were not able to attend the meeting, until the Association has now received the votes of 1108 of the 1674 owners;

G. The Board of Directors of the Association (the "Board") hereby certifies that the Owners of a majority of the Lots in all subdivisions have agreed to the Amendment attached to this Resolution by the following count:

| Cripple Creek Mountain Estates Filing # | # Lots in Filing | Affirmative votes needed for 51% approval | Votes in favor of amendment | Votes opposed to amendment |
|---|------------------|---|-----------------------------|----------------------------|
| #1                                      | 42               | 22  | 23                          | 8                          |
| #2                                      | 51               | 26  | 26                          | 6                          |
| #3                                      | 92               | 47  | 49                          | 18                         |
| #4                                      | 29               | 15  | 17                          | 3                          |
| #5                                      | 89               | 45  | 46                          | 4                          |
| #6                                      | 95               | 48  | 62                          | 6                          |
| #7                                      | 64               | 33  | 38                          | 8                          |
| #8                                      | 22               | 12  | 15                          | 3                          |
| #9                                      | 44               | 23  | 27                          | 6                          |
| #10                                     | 64               | 33  | 38                          | 2                          |
| #11                                     | 48               | 25  | 26                          | 12                         |
| #12                                     | 9                | 5   | 5                           | 0                          |
| #13                                     | 12               | 7   | 7                           | 0                          |
| #14                                     | 68               | 35  | 41                          | 6                          |
| #16                                     | 73               | 37  | 41                          | 5                          |
| #17                                     | 139              | 71  | 76                          | 11                         |
| #18                                     | 28               | 15  | 16                          | 0                          |



|                          |      |     |     |     |
|--------------------------|------|-----|-----|-----|
| 19-1                     | 55   | 28  | 35  | 2   |
| 19-2                     | 50   | 26  | 26  | 3   |
| 19-3                     | 60   | 31  | 31  | 2   |
| 19-4                     | 51   | 26  | 33  | 3   |
| #20                      | 48   | 25  | 25  | 3   |
| #21                      | 69   | 35  | 40  | 3   |
| #22                      | 149  | 75  | 94  | 8   |
| #23                      | 212  | 108 | 131 | 12  |
| Cripple Creek<br>Timbers | 11   | 6   | 6   | 0   |
| Totals                   | 1674 | 857 | 974 | 134 |

H. The signed approvals of the amendment are held in the permanent records of the Association at 4453 Teller County Road, #1, Cripple Creek, Colorado 80813.

NOW, THEREFORE, the Board hereby gives notice that the necessary majority of owners have adopted the Amended and Consolidated Declaration of Protective Covenants and Building Restrictions for Cripple Creek Mountain Estates attached to this Resolution, effective on March 18, 2005.

CRIPPLE CREEK MOUNTAIN ESTATES PROPERTY  
OWNERS' ASSOCIATION, INC., a Colorado nonprofit  
corporation

By: *Kenneth E. Poncelow*  
President

ATTEST:

*G. David Atkins*  
Secretary

STATE OF COLORADO     )  
  )ss.  
COUNTY OF EL PASO     )

The foregoing instrument was signed and acknowledged this 30<sup>th</sup> day of March, 2005, by Kenneth E. Poncelow and G. David Atkins, as President and Secretary, respectively, of Cripple Creek Mountain Estates Property Owners' Association, Inc.

*Jaclyn Zunker*  
Notary Public     My Commission Expires  
My Commission Expires     01/19/2009

Association address:  
4453 Teller County Road #1  
Cripple Creek, Colorado 80813



**AMENDED AND CONSOLIDATED  
DECLARATION OF PROTECTIVE COVENANTS  
AND BUILDING RESTRICTIONS  
CRIPPLE CREEK MOUNTAIN ESTATES  
TELLER COUNTY, COLORADO**

This is an amendment of the Declaration of Protective Covenants and Building Restrictions (the "Declarations") for the Cripple Creek Mountain Estates Subdivision in Teller County, Colorado, described as follows:

Cripple Creek Mountain Estates Filing Nos. 1 through 14, and 16 through 23 inclusive; and Cripple Creek Timbers, a re-plat of Cripple Creek Mountain Estates Filing No. 2.

which shall hereafter be referred to as the "Subdivision."

**RECITALS**

A. Golden Cycle Land Corporation, a Colorado corporation, as the owner of the above-described property, recorded a series of protective covenants, declarations and/or building restrictions (hereinafter collectively referred to as the "Declaration") to create and establish certain covenants and restrictions to help maintain the authenticity and natural beauty of the Subdivision for the mutual benefit and enjoyment of purchasers and residents of Lots within the Subdivision;

B. In every case, the Declaration provided that same could be amended by a vote of fifty-one percent (51%) or more of the record owners of the Subdivision;

C. In order to insure that the purposes of the Declaration were carried out, the owners of the Subdivision incorporated the Cripple Creek Mountain Estates Property Owners Association, a non-profit corporation ("Association") organized under the laws of Colorado;

D. The Association, whose address is 4453 Teller County Road #1, Cripple Creek, Colorado 80813, was given the power to administer and enforce the covenants and building restrictions set forth in the Declaration; and

E. The Association, at a properly announced meeting, has now amended the Declarations, according to the procedures in the Declaration, by obtaining a vote of fifty-one percent (51%) or more of the property owners. The property owners (the "Owners") are defined as the record owners of the Lots and are entitled to one vote per Lot.

NOW, THEREFORE, it is hereby declared that all of the Property is and shall be used, held, transferred, sold, conveyed, occupied, developed, and redeveloped subject to the following restrictions and protective covenants, and it is intended that these covenants, conditions, and restrictions will bind and benefit not only the Association and other purchasers, but also their respective successors, heirs, and assigns, and that the Property will be held, used, leased, sold and conveyed subject to the Covenants, Conditions, and Restrictions set forth in this Declaration, which shall run with the land and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and insure to the benefit of each owner thereof, to-wit:

579203 04/26/2005 11:50 AM Page 3 of 15  
Patricia Crowson, Clerk & Recorder, Teller County, CO



ARTICLE I  
DEFINITIONS

The following words and expressions used in these Covenants have the meanings indicated below unless the context clearly requires another meaning:

1.1 Association. The Cripple Creek Mountain Estates Property Owners Association, Inc., a Colorado nonprofit corporation. Unless otherwise required by its Articles or Bylaws, any action of the Association required or permitted by these Covenants will be through its Board of Directors.

1.2 Board of Directors. The board of directors of the Cripple Creek Mountain Estates Property Owner's Association.

1.3 Architectural Control Committee. The Architectural Control Committee, which will be composed of three to five members. All members of will be appointed by the Board of Directors and may be removed by same pursuant to Section 3.2 herein.

1.4 Common Area/Common Element. Any areas or property designated as such on a recorded plat of any portion of the Subdivisions known as Cripple Creek Mountain Estates or Cripple Creek Timbers, or by a separate deed which states it is conveying same to the Association as Common Area or Element.

1.5 Covenants. This Amended Declaration, which is intended to consolidate all previously recorded covenants, as well as any subsequent amendments to this document.

1.6 Design Guidelines. Detailed guidelines specifying the architectural, fencing and other considerations for development of Lots in the Subdivision, which will be published by the Architectural Control Committee, subject to Board approval. These Design Guidelines may differ as to already completed dwellings located within different areas of the Subdivision, based upon previous development of said areas under the previous declaration. Existing dwellings shall not be required to conform to these design guidelines, but if said dwellings are modified or are rebuilt for any reason, any new construction shall be subject to the design guidelines.

1.7 First Lien. Any mortgage, deed of trust, contract for purchase or similar document affecting any Lot which serves as security for the payment of money, and which has priority of record over all other recorded encumbrances and liens on the Lot involved, except those governmental liens made superior by statute. A First Lien also means an executory land sales contract wherein the Administrator of Veterans Affairs is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not.

1.8 Improvement. Any action or activity on a Lot which would change the existing exterior appearance of the Lot or any vegetation, structures, buildings or other items located on it.

1.9 Lot. A platted Lot as shown on a recorded plat of any portion of the Subdivision.

1.10 Members. The members of the Association, as defined by the Association's Articles, Bylaws and these Covenants.

1.11 Owner. Any person or entity which holds fee simple legal title to a Lot. If more than one person hold such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.

1.12 Supplemental Covenants. Additional restrictions and conditions which affect portions of the Subdivision and which are recorded pursuant to Sections 6.2 or 6.3 of these Covenants.

## ARTICLE II

## PROVISIONS TO MAINTAIN THE QUALITY OF LIFE

The quality of life at the Subdivision is affected not only by the natural surroundings and preservation of existing vegetation, but also by the various uses of the land. This Article contains provisions intended to protect the unique natural beauty and vegetation of the Subdivision, and to regulate uses of the land in a harmonious and compatible manner.

## **2.1**     **GROUNDS**

(a) Drainage. All drainage easements shall be kept free and clear of permanent structures, except as authorized by the Architectural Control Committee. A culvert shall be installed by the Owner in any ditch and/or under any private driveway to a Lot where required to provide for proper drainage. Owners should consult with Teller County Building Department regarding these requirements. All changes from existing drainage channels or patterns must be approved by the committee in order to avoid possible harm to adjoining property.

(b) Wells and Mining. No water, oil or natural gas drilling, development, refining, quarrying or mining operation of any kind shall be permitted within the Subdivision, with the exception of those tanks as may be required for the operation of the duly authorized Water Company, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Subdivision.

(c) Landscaping. Living trees 8" or more in diameter may not be removed without the written consent of the Architectural Control Committee, which may make exceptions for carefully planned access to property, clearing of building sites or when tree(s) present a hazard or fire danger. Owners are encouraged to remove dead and/or diseased trees and brush from their Lots to avoid wildfires and infestation of beetles and disease, but no clear cutting is allowed. Owners are encouraged to comply with the U.S. Forest Service Guidelines for Fire Safety and the Teller County Land Use Regulations, or comparable laws or regulations. The present recommended fire safety clearance is 30 feet around the dwelling. The All open spaces will be kept free from plants and weeds which, in the reasonable opinion of the Architectural Control Committee, present a danger of spreading to adjacent property. No landscaping on any Common Area may be removed or altered without specific prior approval of the Committee.

(d) Garbage and Trash. No Lot shall be maintained as a dumping ground for trash, rubbish, garbage, or other debris. Ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse of any kind shall be kept in covered, waterproof containers, out of public view except on the designated pickup day, and Owners shall secure their containers from animals and elements. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except in such places as may be specifically designated and approved for such purpose by the County authorities, and must be burned in compliance with the anti-pollution regulations of all applicable agencies.

(e) Utilities. Except as provided in this Covenant, all utilities installed on any Lot (except lighting standards and customary service devices for access, control or use of utilities) shall be installed in accordance with the applicable Teller County and utility standards.

(f) Water. No individual water supply system shall be constructed or allowed in the Subdivision. Water will be provided and distributed in accordance with the Articles of Incorporation and By-laws of the authorized mutual water company (the "Water Company"). Each lot owner shall connect to this service and pay monthly water bills, assessments or dues, if any, necessary for the continuing operation, repair and maintenance of said system. Each lot owner shall maintain, at the lot owner's expense, the water piping to the point of connection with the Water Company. No dwelling shall be constructed within the Subdivision without a water storage tank of not less than nine hundred (900) gallons or such size as may be required by the Water Company, which shall be connected thereto located within twenty feet of an accessible, all-weather road to permit delivery of potable water. A water connection fee will be charged at the time of connection to the water system.

(g) Tanks. Propane, butane and water storage tanks must conform to State requirements.



(h) Waste. No outside toilet facilities shall be permitted within the Subdivision, with the exception of portable toilet units required during construction. Each Owner shall be solely responsible for the installation, maintenance and approval of the on-site sewage disposal system intended for use on the Lot. The only approved waste disposal system within the subdivision shall be a septic with a dry well or leaching field, which shall not be constructed, developed or altered unless the plans therefore have been approved by the Board and by the Teller County Department of Health. To preserve the integrity of the water supply and the health and welfare of the Subdivision, the placing or dumping of any toxic or hazardous substances, including, without limitation, hazardous chemicals, medical wastes, cleaning materials, paint products and paint containers, gasoline or oil, or any other substance classified as toxic or hazardous by any governmental entity is absolutely prohibited in the Subdivision, whether on the surface or sub-surface or in any body of water flowing through the Subdivision.

(i) Easements. Easements for installation and maintenance of utilities, drainage facilities, roadways and such other purposes incident to development of the property are reserved unto the Association, the water company and all public utility companies for construction, installation and maintenance of any and all utilities, such as underground power, gas lines, sewers, roads, water supply lines, drains, underground telephone and telegraph or the like, which the Board determines are necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a ten (10) foot width along the common rear of each lot and a ten (10) foot width along every side or along every street, road or highway, unless otherwise designated on the recorded plats. Notwithstanding the foregoing, from and after such time as two or more contiguous lots fronting on the same street are used as a single building site, such contiguous lots shall be deemed to be a single lot for the purpose of determining the "side lot lines." Such easements will be kept open and readily accessible for service and maintenance of utility and drainage facilities.

(j) Setbacks. All buildings erected, placed or allowed to remain on any Lot shall be situated only within that portion of said Lot not restricted from use by easement or right-of-way, and shall not be nearer than 25 feet from any roadway right-of-way line, not nearer than 15 feet from any side lot line and not nearer than 15 feet from any rear lot line.

(a) Residential Use Restrictions. All Lots in the Subdivision shall be used only for residential homes, except that one or more Lots may be used for the erection of a clubhouse, offices, meeting rooms, church, fishing ponds, community center or other similar establishment for the benefit of all Owners as common elements. No structure shall be erected, altered, converted, placed or permitted to remain on any tract other than one new, single dwelling designed for occupancy by a single family and for private use only, a private garage, and such other enclosed and covered outbuildings as are incidental to single family, residential use on the premises, subject to architectural control and the Teller County Codes, as hereinafter set forth. (b)

Damaged Buildings. Any exterior damage to a building within the Subdivision shall be repaired or cleaned up within 90 days of notification by the Association.

(c) Building Use Not Permitted. Except as provided below, no shack, tent, garage or like structure, double or single-wide mobile home, camping trailer, or fifth-wheel, motor home, or recreational vehicle shall be occupied or used as a residence, temporarily or permanently, nor shall any temporary structure be occupied as a residence. The only exceptions shall be limited to any period of construction authorized by the Architectural Control Committee, or the following non-traditional frame-built homes, which must be provided, newly constructed, from a manufacturer or dealer:

1. Mobile Home. A structure not meeting the definition of manufactured home as stated in the Colorado Revised Statutes (limited to use in Filing 9).

2. Manufactured Home. A structure transported upon a metal frame that cannot be totally removed when placed upon a permanent foundation without jeopardizing its integrity, provided that the structure is purged and has a red HUD label.

3. Modular Home. A structure that is transported upon a metal frame or flat bed, from same when placed on a permanent foundation, which must meet the other requirements of Article III herein.

(d) Commercial Business Operation. No trade or business or any profession, commercitivity or other activity conducted for gain shall be carried on or within any Lot, except a home office as defined by the Board, may be permitted so long as the operation of the activity is not apparent or detectable by sight, sound or smell, conforms to zoning codes, does not employ more than one person at a time who does not reside on the Lot, does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of the residents of the Subdivision, does not involve business activity which is inconsistent with the residential character of the Subdivision, does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of the other residents of the Subdivision, as may be determined at the sole discretion of the Board.

(e) Rental Leases. The Owner has the right to lease his dwelling for private, residential living and sleeping purposes, subject to the following conditions:

1. No owner shall lease less than the entire property;
2. All leases shall provide in the terms of the lease that the renter shall abide by the terms of these Covenants;
3. The renter shall be provided a copy of the Rules of the Association and a copy of these Covenants;
4. Renters may join the Association as Associate Members, that is they may participate in activities, etc., but renters shall not have voting rights;
5. The Board may require the Owner to produce a copy of the signed lease, and may require the Owner to enforce the conditions of the lease against the renter; and
6. The Owner shall be responsible for the actions of his tenant.

(f) Animals and Livestock. No animals or livestock of any description, except two horses per Lot (no stallions), and the number of household pets permitted by Teller county Codes, shall be kept within the Subdivision. All household pets will be confined to the Owner's Lot, or will at all times be under the direct control of the Lot's occupant when in other areas. Pets and domestic animals shall not be used for any commercial purposes and shall not be kept in such numbers as to cause a nuisance to other owners in the Subdivision. No other animals or poultry of any kind shall be bred, raised, or kept. Any dog, cat, or other animal which barks, howls, or makes other noises so as to disturb neighbor(s) to a degree which is a persistent threat or annoyance shall be prohibited and the Owner may be approached by the Association for remedy and may be reported to the County for Code Enforcement. Repeated offenses will not be tolerated, and the Board may levy reasonable fines, after notices and opportunity to be heard, upon the Owners and the animal's Owner, or to take measures to mitigate, or eliminate the problem, including removing the pet from the Subdivision. Owners shall control their pets, and shall be responsible for their pets' damage or behavior.

(g) Objectionable Activity. No noxious, offensive, or illegal trade or activities shall be permitted within the Subdivision, nor shall anything be done that shall be or become an unreasonable annoyance, hazard or nuisance to the neighborhood. This includes, but is not limited to:

1. No Lot shall be maintained in an unsightly condition. No noxious, hazardous or offense activity shall be carried on upon any Lot or home site, nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance. This shall include barking dogs. No annoying lights, sounds, or odors shall emanate from any Lot or home site.
2. No building or operation shall be conducted within the Subdivision which shall give off, discharge or emit any obnoxious noises, fumes, odors, glare, vibrations or otherwise be offensive to or injure the public health.
3. No hunting, target practice, or discharge of firearms, to include bow and arrow, shall be permitted within the Subdivision, with the exception of use for protection of self or property. Violation of this prohibition shall be considered as an endangerment to life and public safety.
4. No open fires shall be permitted on any Lot within the Subdivision. Lots may be used for camping by the property owner for no longer than 14 days in a calendar year without prior approval, subject to the Board of Director's rules and regulations which are on file at the Association Office.



5. No signs, advertising or billboards shall be erected, placed, or permitted within the Subdivision without written permission of the Board. This does not apply to any reasonable sign in connection with the sale of property within the Subdivision, provided, however, that any such signs shall be free standing and under no circumstances be affixed to trees; sign size shall not exceed 2' x 2' in dimension; and such signs shall be neat, attractive and blend with natural surroundings.

6. Visible storage of abandoned or junk vehicles (or any sizeable part), unused appliances, bathroom fixtures, water heaters, and similar items shall not be permitted within the Subdivision, except in fully enclosed areas where they are not visible from any adjacent property or street. An abandoned or junk vehicle shall be defined as any unregistered or inoperable licensed auto, truck, motorcycle, motor home, or other similar vehicle, or any vehicle which is used for storage purposes, which is not garaged and has not been moved for 30 days or longer. No vehicles, recreational vehicles, boats, trailers, campers or vehicular equipment shall be habitually parked along (or less than 25 feet) from any public road. Semi-trailers may only be parked or stored in the subdivision for no more than seven (7) days.

7. No materials shall be transported to, from or within the Subdivision in such a way as to create a nuisance or hazard. Permission must be obtained from the Board before dangerous or loose materials may be transported. Storage, use or disposal of hazardous or radioactive material within the Subdivision is prohibited, unless specifically approved by the Board. Any continued or intensive use of pesticides or herbicides is deemed to be a use of hazardous materials.

All nuisances (including the eight above-described nuisances) may be removed by the Association, if not removed within ten (10) days of notification, and removal costs shall be jointly and severally charged to the Owner, lessee and occupant of said Lot.

### 2.3 CONSTRUCTION.

(a) Commencing and Finishing Construction Once construction of an Improvement is commenced on any Lot, it must be diligently continued and completed in accordance with properly approved plans and specifications within twelve (12) months of commencement, or such other time as the Architectural Control Committee may reasonably determine is required due to the nature of the project or other factors. Commencement of construction occurs with the first substantial construction activity (including earthwork), and in any event will be deemed to have occurred when any portion of the foundation is poured.

(b) Construction Standards and Procedure. The Architectural Control Committee shall develop, publish and periodically amend Design Standards governing approval of building plans and construction procedure in the Subdivision. Said Design Standards shall include the following:

1. Construction must commence within one year of the date of said committee's notice of approval of final plans and must comply with the Board's rules.

2. Said committee may grant permission for a temporary structure for storage of materials or other uses as may be desirable during construction.

3. Once construction has begun, the Owner or construction company shall provide a portable toilet for workers at the site until sanitary facilities have been connected within the building under construction.

4. Owner and/or construction company must provide a dumpster for disposal of construction debris, trash, refuse, etc., during the construction of the building, and will remove all construction debris via the dumpster once the project is completed.

5. The minimum required square footage for any new residence, exclusive of open porches, decks and garages, shall be no less than 1200 square feet of above grade heated living space. The Board of Directors shall be authorized to grant a variance of no greater than twenty percent (10%) of the required square footage in accordance with Section 3.6 herein.

6. Building exteriors shall be painted/stained, covered or sided in natural or earth tone colors of low reflectivity (i.e., natural wood, browns, earth reds, tans, or dark greens) that blend with the surrounding area. White and/or galvanized reflective roofs shall not be permitted. Owner shall submit paint chip samples to the said committee prior to application of exterior finish.

7. Except as may be specifically approved by the Architectural Control Committee, all structures constructed or placed on any Lot shall be constructed with new material, and no used structures may be relocated or placed on any Lot. Exterior materials shall be materials that harmonize with the natural landscape and will withstand the climatic changes, and may include wood, stone, brick, aluminum siding and stucco. Galvanized metal siding is not allowed in the Subdivision.

8. The Architectural Control Committee must approve all fencing. Wood fences or masonry walls, if any, shall be compatible with the exterior materials used for the dwelling. No galvanized metal or barbed wire fencing shall be permitted, except chain link may be used for a dog run enclosure.

2.4 **MAINTENANCE.** In order to keep the Subdivision in attractive, quality environment, each Owner shall maintain the exterior of any Improvements, including buildings and grounds.

### ARTICLE III ENVIRONMENTAL CONTROL

The purpose of the Design Standards and the Architectural Control Committee's review of construction plans is not to develop a look-alike community, but to ensure that designs are compatible to the unique sites and the character of the Subdivision. The environmental control provisions contained in this Article attempt to achieve these goals.

3.1 **BUILDING APPROVAL.** No Improvement or structure shall be commenced, erected, placed, moved onto a Lot, permitted to remain on any Lot or altered in any way so as to materially change the previously existing exterior appearances of the Lot and its Improvements, except in accordance with plans, specifications and other information submitted to the Architectural Control Committee and approved by said committee no more than one year before start of the construction, alteration or installation.

3.2 **ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.** The Board shall appoint a three to five member committee of Owners and/or Board members with a minimum of three signatures required for approval of any submitted architectural plans. Neither the members of said Architectural Control Committee nor a designated representative shall be entitled to compensation for services performed as a member of said committee. The Architectural Control Committee shall serve under the Board Rules and Regulations and any person adversely affected by said committee's decision may appeal to the Board pursuant to Rules and Regulations.

3.3 **SUBMITTAL REQUIREMENTS.** No structures or Improvements of any kind shall be erected, altered, placed or maintained within the Subdivision unless and until the final plans, elevations and specifications have received such written approval as is required by these Covenants. All Improvements must be constructed in accordance with the final plans previously approved. Any material changes or modifications to these plans must also be approved by the Architectural Control Committee. All plans must comply with the submittal standards and procedures contained in the applicable Design Guidelines, which shall include the following:

- (a) Association and Water Company dues must be paid in full prior to filing plans;
- (b) Two copies of plans or specifications must be submitted to the Architectural Control Committee at the office of the Association by hand delivery or certified mail;
- (c) The applicant shall submit to said committee two complete sets of the final plans and specifications. All such final plans shall include plot plans showing the location on the Lot of all Improvements proposed to be constructed or placed on the Lot, and shall further include elevations and square footage, together with proposed color schemes and type of roof and exteriors thereof, indicating the materials for same; and
- (d) The building plans must be approved by the Teller County Building Department and by the Architectural Control Committee.

#### 3.4 APPROVAL STANDARDS.

(a) General. In granting or withholding approval, the Committee shall consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation to the structure or covering to the approved building area on the Lot, the environment and the surrounding uses, the minimization of disturbance to slopes and natural vegetation, and the degree, if any, to which the proposed structure or covering will cause intrusions of sound, light or other effect on neighboring sites beyond those reasonably to be expected in a quality area from considerate neighbors. The Design Guidelines for each area of the Subdivision may contain additional approval standards applicable to the areas involved. Said committee shall have the right to disapprove any plans, specifications or details submitted to it if it determines the proposed Improvement is not consistent with the above standards; if the plans and specifications submitted are incomplete; or if said committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Subdivision, or the Owners thereof.

(b) Miscellaneous Structures. The Architectural Control Committee shall have the authority to establish regulations as to the materials, height and size requirements for all other types of outbuildings and structures, including fences, walls, copings, etc.

3.5 APPROVAL PROCESS. The Architectural Control Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt of the two complete set of final plans and specifications. One set of these plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the said committee. In the event that said committee shall fail to approve or disapprove the plans, specifications and other information within the applicable time after actual receipt thereof by said committee, then such approval shall be considered granted, provided, however, that notwithstanding the approval of the plans, no structure, building, or other improvement shall be installed, erected, painted, textured, altered, or, modified that violates any of the restrictions contained in the recorded Covenants.

3.6 VARIANCES. Except as specifically limited in Section 2.3 herein, the Board of Directors shall have the authority to grant for a Lot or building site a variance from the terms of one or more of the sections of these Covenants, subject to terms and conditions which may be fixed by the Board and will not be contrary to the interests of the Owners and residents of the area involved, where, owing to exceptional and extraordinary circumstances, literal enforcement sections will result in unnecessary hardship. The following provisions apply to an application for a variance:

(a) Time to Act. The Board of Directors shall, within thirty (30) days after the request for the variance is delivered, determine whether to grant or deny the variance. If the Board fails to act on the request for a variance within this thirty (30) day period, the variance will be deemed denied.

(b) Effect of Variance. A variance granted hereunder shall run with the Lot or building site for which it is granted.

(c) Denial. If a variance is denied, another application for a similar variance for the same lot or building site may not be made for a period of one year after submittal of the original request. Except if the board fails to act upon the request within 30 days.

3.7 INSPECTION OF CONSTRUCTION. The Architectural Control Committee reserves the right to inspect the progress of building construction of said buildings. If deviations from the approved plans are noted during the inspection, said committee may require submission of amended plans for approval or may require the Owner to correct the unapproved changes to conform to the approved plans.

3.8 LIABILITY OF THE COMMITTEE. Neither the Association, the Architectural Control Committee, or any architect, engineer, or agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans and specifications, nor shall any member thereof be liable to the Association or to any owner for any damages, loss, or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings, and specifications, whether or not defective;
  - (b) The construction or performance of improvements, whether or not pursuant to approved plans, drawings, and specifications; or
  - (c) The development or manner of development of any property within the Subdivision.
- Without in any way limiting the generality of the foregoing, the Architectural Control Committee, the Board, or any member thereof, may, but is not required to, consult with or hear any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to it.

ARTICLE IV  
CRIPPLE CREEK MOUNTAIN ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

The Cripple Creek Mountain Estates Property Owners' Association, Inc. is a Colorado nonprofit corporation which is organized for the benefit of the residents and Owners of property within the Subdivision to promote community welfare, strengthen and enhance property values and operate and be responsible for certain of the common areas.

4.1 MEMBERSHIP IN THE ASSOCIATION. Every person acquiring legal or equitable title to any Lot shall automatically be a Member of the Association, subject to the requirements imposed by these Covenants and the Articles, Bylaws, rules and regulations of the Association. The provisions of this section 4.1 will not apply to any persons who hold an interest in any Lot solely as security for the performance of an obligation to pay money, such as mortgages, deeds of trust or real estate purchase contracts. However, if any such person should, through foreclosure or otherwise, become the equitable or real Owner of the Lot, he will then be subject to all provisions of these Covenants.

4.2 VOTING RIGHTS. Members will have one vote per Lot provided, however, that said owner(s)' membership is in good standing in accordance with Section 4.5 below.

4.3 POWERS AND DUTIES. The Association will have the powers and duties set forth in its Articles, By-laws, Rules and Regulations, including the power to assess its Members, and the duty to own, operate and maintain open space, drainage facilities, recreational facilities and provide such other community services as it determines advisable, together with all other powers necessary or convenient for the efficient performance of these functions.

4.4 ASSESSMENTS.

(a) Owners, by acceptance of any deed for property within the Subdivision, whether or not it shall be so expressed therein, or by acceptance of any other conveyance thereof (except a conveyance in connection with the establishment of a mortgage) shall be deemed to covenant and agree to pay to the Association: (1) annual assessments; (2) special assessments for capital improvements or maintenance unforeseen thereof as outlined in the Bylaws of the Association. The annual dues shall be levied on an annual basis as outlined in said Bylaws, and a special assessment may be levied from time to time when and as determined by the Board of Directors of the Association in accordance with Articles VIII and XII of said by-laws.

(b) All the assessments described above, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, subject to foreclosure in accordance with applicable law, but any such lien shall be subordinate to any valid mortgages or deeds of trust affecting such property. Each assessment, together with such interest thereon and costs of collection thereof shall also be the personal obligation of the person or persons who are the Owner(s) of such property at the time when the assessment falls due, and in the event that there is more than one Owner thereof, such obligations shall be joint and several.

(c) If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall become a continuing lien on the property of the then Owner, his heirs, devisees, personal representatives, successors and assign. The Association is hereby authorized to record a notice of lien in the real property records for Teller County, Colorado, against any lot for which dues remain delinquent. In addition to the lien rights, it shall be the personal obligation of the Owner to pay such assessment and such personal obligation shall continue against the Owner even though the Owner's interest in the property shall be transferred.



(d) If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date, at the rate of eighteen percent (18%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorneys' fees.

(e) The lien for unpaid Association assessments shall be junior and subordinate to any properly recorded First Lien on any portion of the Subdivision. However, all assessments coming due after any holder of a First Lien acquired actual or equitable ownership of the Lot involved will constitute an obligation of the Owner of the Lot involved, and will constitute a lien on the Lot superior to such First Lien. The lien for Association assessments shall be superior to any homestead exemption as may now or hereafter be provided by Colorado and federal law, and the acceptance of a deed to any Lot shall constitute a waiver of the homestead exemption for these purposes. No sale or transfer will relieve any Lot or its Owner from liability for any assessments or liens except that foreclosure of a First Lien will extinguish all liens on the Lots involved on account of assessments coming due prior to the transfer of legal or equitable ownership pursuant to such foreclosure.

4.5 SUSPENSION OF VOTING RIGHTS. The Association shall have the right to suspend voting rights (if any) and the right to the use of the recreational facilities of any Member if any charge owed remains unpaid; or for any continuing violation of these Covenants, after the existence of the violation has been brought to the attention of the Member in writing by the Association.

4.6 NOTICE OF MORTGAGEE OF DEFAULT. Upon written request, the holder of a First Lien shall be entitled to written notification from the Association of any default in the performance by the Owner of any obligation under these Covenants and/or the Bylaws of the Association which is not cured within 60 days.

4.7. RULES AND REGULATIONS. The Board may adopt Rules and Regulations to implement, define, and set forth the architectural and other provisions of these Covenants. All Owners, residents and users of the Subdivision shall comply with the Rules and Regulations. The Board's decisions under the Covenants and Rules and Regulations shall be final, conclusive, binding, and non-appeal able, unless made in bad faith and wanton and willful.

#### ARTICLE V ENFORCEMENT

The Owners of record of Lots within the Subdivision and the Association are hereby designated as the only legal entities to enforce the above duly recorded Covenants of the Association. The restrictions and protective covenants set forth herein are accepted by every Owner, grantee, purchaser, renter and user of Lots within the Subdivision, and they agree to conform to and observe these covenants, and each Owner is responsible for the actions of their tenants or occupants of any Lot

##### 5.1 RIGHT TO CURE.

(a) Notice and Cure Rights. If there is any violation of the provisions of these Covenants which is not cured within 30 days after either aggrieved Owner of record or the Association has given notice of the violation to the Owner of the Lot or Lots involved, either the Association or the aggrieved Owner shall thereafter have the right, but not the obligation, to undertake whatever actions are reasonably necessary to remedy such violation and shall have the right to enter any portion of the Subdivision for purposes of doing so. The party performing such action shall not be liable for any losses, costs or damages to any tenant or Owner of any Lot on account of its performance of such action except for any such loss, cost or damage caused by the party's gross negligence or willful misconduct.

(b) Repayment. If the aggrieved Owner or the Association performs any work to cure a violation under section 5.1(a), the Association will submit to the Owner of the Lot or Lots upon which or for whose benefit such work was performed a written statement of the reasonable costs incurred by aggrieved Owner or the Association in performing the work and each Lot's share of these costs (if more than one Lot is involved). These costs shall be a personal obligation of the Owner involved and will be paid to the Association within 20 days after receipt of such notice. If the work was performed by the aggrieved Owner, the Association may reimburse the aggrieved Owner for its costs expended out of any funds recovered from the involved Owner. If any such costs or assessments have not been paid after expiration of this 20-day period, the

Association may thereafter record a lien against the Lot or Lots involved in the amount of all such costs or assessments, together with all related costs incurred by the Association in collecting such costs and assessments (including reasonable attorneys' fees), in accordance with Section 4.4 herein.

(c) **Fines.** In addition to subsections (a) and (b) above, if there is any violation of the provisions of these Covenants which is not cured within 30 days after the Association has given notice of the violation to the Owner of the Lot or Lots involved, the Association shall thereafter have the right, but not the obligation, to impose reasonable fines upon any person or persons determined by the Board, in its reasonable discretion, who have violated the recorded Covenants, the By-laws, or the Rules and Regulations of the Association; such fines may be levied and collected, pursuant to the Colorado Common Interest Ownership Act and other law and statute, after the alleged violator is given notice and an opportunity to be heard before the Board. The Association shall adopt a fine schedule and publish said schedule to Owners subject to these Covenants. Fines will be assessed starting at \$50.00, and may be included as part of an assessment lien pursuant to Section 4.4 herein.

5.2 **NOTICES.** Notices, approval, consents, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action. Any such writing, including, but not limited to, any communication from the Architectural Control Committee or the Association to an Owner, shall be sufficiently served if delivered by mail or otherwise; (a) to the dwelling situate on the Lot owned by that Owner, if such dwelling is regularly occupied by its Owner; or (b) if there is no such dwelling, then to the address furnished by the Owner to the Board, and if the Owner has not furnished an address, then to the most recent address of which the Association has a record. Notices to the Association will be deemed delivered upon actual receipt by the party involved.

5.3 **REMEDIES.** As violations of these Covenants will not be adequately compensated for by remedies at law, the Association or any Owner or tenant of a Lot shall have the right to obtain from any court of competent jurisdiction injunctive relief against any Owner or tenant of any portion of the Subdivision, or any of their agents, contractors or assigns, enjoining any activity which is in violation of these Covenants. If any such action is brought by the Association, it shall not be required to post any bond as a condition to the granting of any such injunctive relief (including a preliminary injunction or temporary restraining order), nor shall the Association's right to such injunctive relief be affected by any arbitration provisions in any contract executed by such Owner, tenant or their agents. All rights and remedies set forth hereinabove shall be in addition to, and not in lieu of, any other rights and remedies which any party may have in the event of a violation of these Covenants, all such rights and remedies shall be cumulative, and the exercise of any one or more of such rights and remedies shall not be deemed an election precluding the exercise of any of the others. If the Association prevails in any dispute or litigation involving enforcement of these Covenants, all reasonable costs incurred by them (including expert witness fees and attorneys' fees) shall be awarded as additional damages, and they shall also be entitled to recover all such additional costs incurred in enforcing or collecting any judgment rendered. If such costs are not paid within 30 days after they become due, they shall become an additional assessment against the Lot or Lots involved, shall be immediately due and payable and may be collected as provided by section 4.4 of these Covenants.

5.4 **ASSOCIATION RESOLVES QUESTIONS.** If any doubt or questions shall arise concerning the true intent or meaning of any of these Covenants, the Association shall determine the proper construction of the provision in question and shall set forth in written instrument duly acknowledged by the Association and filed for record with the Clerk and Recorder of Teller County, Colorado, the meaning, effect and application of the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious.

5.5 **COVENANTS RUN WITH THE LAND.** These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title or interest in any Lot or any portion of the Subdivision.

5.6 **COVENANTS ARE CUMULATIVE.** Each of these Covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

5.7 WAIVERS. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated, and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh or literal enforcement of them as requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

#### ARTICLE VI GENERAL PROVISIONS

6.1 DURATION. Unless sooner terminated, the restrictions and other provisions set forth in these Covenants shall remain in force until the year 2022 and shall be automatically renewed for successive periods of ten years unless before the year 2022 or before the end of any ten-year extension, there is filed for record with the Clerk and Recorder of Teller County, Colorado an instrument stating that extension is not desired, signed and acknowledged by the Owners of a majority of the Lots within the Subdivision.

6.2 AMENDMENT AND EXTENSIONS. From time to time any one section of these Covenants may be amended or a new section may be added to these Covenants by an instrument signed and acknowledged by the holders of at least fifty-one percent (51%) of the votes of Members of the Association (as defined in Section 4.2 above), and filed for record with the Clerk and Recorder of Teller County, Colorado. Any owner who desires to call an election for the purpose of amending or suspending all or any part of these Covenants, in accordance with the foregoing provisions, shall request such election by written notice to the Association and all record owners of lots or tracts within the Subdivision at least four months before the election is to be held.

6.3 EARLY TERMINATION. All sections of these Covenants may be terminated at any time by an instrument signed and acknowledged by the holders of at least three-fourths of the votes of Members of the Association. Any such termination will be filed for record with the Clerk and Recorder of Teller County, Colorado.

6.4 EFFECT OF AMENDMENTS OF FIRST LIENS. No amendment of these Covenants will in any way affect the priority of any First Lien except upon the express written consent of the holder of the First Lien; however, upon the holder of a First Lien acquiring actual or equitable ownership of the Lot involved, that Lot will be fully subject to any such amendment.

6.5 LIABILITY AND INDEMNITY OF EMPLOYEES. No member of the Committee, nor any officer or director of the Association, or any of their employees or agents, shall be personally liable to the Association, its Members or any other person, for any act or omission taken pursuant to the covenants, unless said act or omission is the result of bad faith, fraud or willful misconduct, or cannot be excluded by virtue of the Colorado Revised Non-Profit Corporation Act.

6.7 INDEMNITY. Each Officer, Director, Committee Member, and Volunteer of the Association, now or hereinafter serving in any such capacity, shall be indemnified by the Association against any and all claims and liabilities to which he or she has or shall become subject by reason of serving or having served in any capacity or by reason of any action alleged to have been taken, omitted or neglected by him or her in any such capacity, to the fullest extent allowable by law and statute, including without limitation, Colorado Revised Nonprofit Corporation Act and C.R.S. § 7-22-101.5. The right of indemnification herein provided shall not be exclusive of any rights to which any Director, Officer, Committee Member and Volunteer of the Association, may be otherwise entitled by law or statute, provided however, this indemnification shall not reduce or impair any insurance coverage.

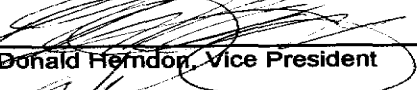
6.8 SEVERABILITY. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect.


6.9 CAPTIONS. The captions used herein are used for convenience only and are not intended to be a part of this Amendment or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.


IN WITNESS WHEREOF, the Association has caused its corporate name to be hereunto  
subscribed by its President and Board of Directors.

Dated this 26th day of April, 2005.

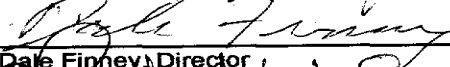
  
Kenneth Poncelow, President

  
Donald Herndon, Vice President

  
David Atkins, Secretary/Treasurer

  
Judy Anderson, Director

  
Susan Commeford, Director

  
Dale Finney, Director

  
Joe Weiner, Director



1986

By-Laws

Article 1.00  
Name, Duration and Offices

1.01. Name. The name of the Association is Cripple Creek Mountain Estates Property Owners Association.

1.02. Duration. The Association shall have perpetual existence.

1.03. Registered Agent and Registered Office. The Association shall have such offices and shall conduct its business in such places as shall be authorized by the vote of its Directors (See Article 3.02(b)).

Article 2.00  
Purposes and Powers

2.01. Purposes. The Association is formed for these purposes:

(a) To exercise all the powers, privileges and duties granted to the "Association" in certain Declarations of Protective Covenants, etc., recorded by Golden Cycle Land Corporation in the records of the Clerk and Recorder of Teller County, Colorado and affecting all of the real property within Cripple Creek Mountain Estates Filings 1 through 23, inclusive (including Filings 19-1, 19-2, 19-3, and 19-4), Cripple Creek Ranches Filings 1-3, inclusive, all in Teller County, Colorado, as same are now constituted and as same may be lawfully amended from time to time (All of the real property described in the preceding phrase shall hereinafter be called "Estate");

(b) To buy, sell, own, manage, improve, maintain and control the use of real estate and improvements thereto within the Estate, presently owned by it or designated as common areas (by said word or words of similar meaning) by any recorded document affecting the Estate;

(c) To buy, sell, own, manage, improve, maintain and control the use of personal property acquired by it to carry out its purposes;

(d) To make uniform assessments of its Members;

(e) To set and collect reasonable charges for specific uses of its properties or for specific services provided by it;

(f) To pursue any other purpose or purposes which may be approved by the greater vote of members (See Article 3.02(a));

(g) To do everything necessary, advisable or convenient to accomplish said purposes or which are incidental thereto or connected therewith;

(h) To carry out said purposes wherever said purposes may require.

2.02. Powers. To advance these purposes, the Association shall have all powers now or hereafter conferred upon nonprofit corporations organized under the laws of the State of Colorado, as limited thereby and by these Bylaws.

2.03. Law Governing. The Colorado Nonprofit Corporation Act as modified hereby shall govern the interpretation of these Bylaws.

Article 3.00  
Association Powers, By Whom Held,  
How Exercised, How Implemented;  
Liability

3.01. The Holders of Association Powers. (a) Subject to Article 3.01(b), the other provisions hereof and any restriction thereon which may have the effect of law, only the Members of the Association (as determined by these Bylaws) possess the following powers:

1. To amend its Articles of Incorporation;
2. To sell, lease, exchange or otherwise dispose of all or substantially all of its property and assets, with or without its goodwill (the foregoing shall not include any mortgage, pledge or sale pursuant to any order of court);
3. To merge or consolidate with another corporation;
4. To voluntarily dissolve or to revoke a voluntary dissolution, if such a revocation shall occur prior to the issuance of a certificate of dissolution.

(b) All other powers of the Association shall be held by its Members and/or its Directors as stated in these Bylaws. All powers not specifically reserved to its Members are vested in its Board of Directors.

3.02. The Exercise of Association Powers. (a) The Members of the Association shall exercise their powers enumerated in Article 3.01(a) and certain other powers herein enumerated by their greater vote. The greater vote of the Members of the Association

shall occur when two-thirds of all the votes of its Members are cast for a matter at a meeting of such Members. Before any matter requiring the greater vote of the members is submitted for such a vote, it shall be approved by the vote of the Board of Directors or it shall be requested by Members possessing one-twentieth of all votes of the Members.

(b) Certain other actions of the Association - specifically stated in these Bylaws - shall require the vote of its Members. The vote of the Members shall occur when a majority of the votes of the Members are cast for a matter at a meeting of the Members at which a quorum is present.

3.03. How Exercised Association Powers Implemented; Liability.

(a) The purposes, policies, resolutions and directives of the Association duly enacted by its Board of Directors and/or its Members shall be implemented by its officers and employees.

(b) The directors, officers, employees and members of the Association shall not, as such, be liable on its obligations.

Article 4.00  
Members

4.01. Certificates of Membership. The Association may issue certificates evidencing membership herein. The Association shall have no authority to issue fractional memberships and each membership shall be indivisible and inseparable from ownership as defined in Article 4.05 hereof.

4.02. Pre-emptive Rights. Members shall not have pre-emptive rights to acquire additional memberships in the Association.

4.03. Cumulative Voting. Cumulative voting shall not be allowed for any purpose.

4.04. Lost Certificate. In case of the alleged loss, destruction or mutilation of a certificate of membership, the proper officers of the Association may issue a new certificate.

4.05. Qualification for Membership. The equitable owner or equitable owners of each platted residential lot within the Estate shall become the owners of a single membership in the Association. The term Member shall mean all owners of such a lot, regardless of their actual number. By the foregoing, any legal owner of such a lot who has contracted away equitable title is disqualified as a Member. Nonetheless, the foregoing is not intended to disqualify a legal entity, trustee, personal representative or other fiduciary who holds title to such a lot from membership. The Board of Directors shall have final authority in determining questions of membership.

4.06. Termination of Membership. Only termination of ownership as described in Article 4.05 hereof shall terminate membership in this association. Such termination shall not terminate the liability of such persons for assessments and other obligations during his, her or their period of ownership.

4.07. Privileges of Membership. Each Member, the dependent members of their families, their guests and tenants of the Member shall be entitled to the full use and enjoyment of all properties owned or controlled by the Association, subject to such rules and regulations for the use thereof as may be established by the Board of Directors from time to time. Such rules and regulations may include charges for specific uses of said properties or specific services provided thereon in addition to uniform assessments made of each Member. In addition, such rules and regulations may include rules for the suspension for cause of one or more of the rights and/or privileges of a Member, the dependent members of a Member's family and/or of a Member's guests and tenants, including the voting rights of a Member.

4.08. Votes. Each Member in the Association shall be entitled to cast one vote on all matters on which the Members are entitled to vote. Said vote may be cast by any one of several persons who constitute a Member. No Member who is delinquent in the payment of his assessments to the Association shall be permitted to exercise his voting rights.

4.09. Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member (or all persons constituting a Member) or his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

4.10. Quorum. The holders of one-tenth of all the votes of the Members shall when present in person or proxy, constitute a quorum at all meetings of Members.

4.11. Organization. The President or Vice President shall call meetings of the Members to order and act as Chairman of such meetings. In the absence of said Officers, any Member entitled to vote thereat, may call the meeting to order and a chairman shall be elected.

4.12. Place of Meetings. Meetings of the Members shall be held at the business offices of this Association or at such place as designated by the Board of Directors.

4.13. Annual Meeting. An annual meeting of the Members shall be held at a time fixed by the Board of Directors for the election



of directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Colorado, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as may be possible.

4.14. Regular Meetings. The Association may provide for regular meetings of its Members without notice by establishing a day and/or date, time and place for such regular meetings.

4.15. Special Meetings. Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, by vote of the Board of Directors, or the holders of not less than one-tenth of all the votes of all the Members of the Association.

4.16. Voting List. (a) The officer or agent having charge of the membership records of this Association shall make,, at least ten (10) days before each meeting of Members, a complete list of Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each Member. For a period of ten (10) days prior to such meeting, this list shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership records shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any meeting of Members.

(b) Failure to comply with the requirements of the preceding paragraph shall not affect the validity of any action taken at any such meeting.

#### Article 5.00 Board of Directors

5.01. Qualification, Number, Election and Term. Each Director of the Association shall be a Member. The number of Directors of the Association and whether their terms shall be staggered or not shall be fixed by the vote of the Board of Directors from time to time. No decrease shall have the effect of shortening the term of any incumbent Director. The number of directors shall never be less than five (5). The Board of Directors shall be elected by the vote of the Members at the annual meeting of Members, and each Director shall be elected to serve for two

years and thereafter until a successor shall be elected and qualified.

5.02. Removal and Vacancies. (a) Any director may be removed, with or without cause, by the greater vote of the Members.

(b) Any Director may resign at any time by giving written notice to the President or to the Secretary of the Association. Such resignation shall take effect at the time specified therein, and, the acceptance of such resignation shall not be necessary to make it effective. Ipsa facto, any director who shall not attend two consecutive regular meetings of the Board without acceptable excuse shall be construed to have submitted his resignation as a director.

(c) Any vacancy in the Board of Directors shall be filled by the majority vote of the remaining Directors (even if same is not a quorum) of the Board of Directors or by the vote of the Members. A Director elected to fill such a vacancy shall serve out the term of the Director whom he replaced.

5.03. Place of Meetings. Meetings of the Directors shall be held at any place designated by the vote of the Board of Directors.

5.04. Annual Meeting. An annual meeting of the Directors shall be held at a time and place immediately after and at the same place as the annual meeting of the Members for the transaction of such business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Colorado, such meeting shall be held on the next succeeding business day.

5.05. Regular Meeting. The Board of Directors, by its vote, may provide for regular meetings without notice by establishing a day or date, time and place for such regular meetings.

5.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or by any of its Directors.

5.07. Votes. Each Director shall have one vote.

5.08. Proxies. No Director shall vote by proxy.

5.09. Quorum. A majority of the Directors shall constitute a quorum at all meetings of the Board of Directors.

5.10. Organization. The President (See Article 7.06) shall serve as Chairman of the Board of Directors. The Chairman of the Board shall preside at all meetings of the Board. In his absence, any director may call the meeting to order and preside.

**5.11. Presumption of Assent.** A Director who is present at a meeting of the Board of Directors at which any action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

**5.12. Compensation.** By the vote of the Board of Directors, any Director may be paid any one or more of the following: His expenses, if any, of attendance at meetings; his legitimate expenses incurred on behalf of the Association; a fixed sum for the attendance at each meeting; or a stated salary as director. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

**5.13. Dividends; Loans to Officers and Directors.** (a) No dividend shall be paid and no part of the income or profit of the Association shall be distributed to any of its Members, Directors or Officers.

(b) No loans shall be made by the Association to its Directors or Officers. Any Director or Officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

**5.14. Director - Conflicts of Interest.** (a) No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested shall be either void or voidable solely because of such relationship or interest or solely because such Directors are present at the meeting of the Board of Directors which authorizes, approves, or ratifies such contract or transaction or solely because their votes are counted for such purpose if:

(1) The fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratified the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors; or

(2) The fact of such relationship or interest is disclosed or known to the Directors entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable to the Association.

(b) Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves, or ratifies such contract or transaction.

5.15. Committees. The Board of Directors by its vote may designate and appoint one or more committees, each of which shall have two or more committeemen, which committees shall have the authority granted them by the Board of Directors. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed on him by law.

5.16. Standing Committees. There shall be the following standing committees:

(a) An Architectural Control Committee shall be a committee of three Members, the purpose of which shall be to approve plans and specifications for any structure to be erected or altered on any residential lot in Estate in accord with the Covenants referred to in Article 2.01(a) hereof;

(b) A Recreational Committee shall be a committee of three or more Members, the purpose of which shall be to advise the Board of Directors on all matters pertaining to the recreational programs, facilities and activities of the Association;

(c) A Maintenance Committee shall be a committee of three or more Members, the purpose of which shall be to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the properties owned and/or managed by the Association;

(d) A Publicity Committee shall be a committee of three or more Members, the purpose of which shall be to inform the Members of all activities and functions of the Association;

(e) An Audit Committee shall be a committee of three or more Members, the purpose of which shall be to conduct an annual audit of the financial affairs of the Association;

(f) A Nominating Committee shall be a committee of three or more Members, the purpose of which shall be to make nominations to fill vacancies on the Board of Directors created by the expiration of the terms in office of members of the Board of Directors. Said nominations shall be announced at the annual meeting of the Members. Such nominations shall not preclude nominations from the floor.



**5.17. Assessments - Purpose.** The assessments and use fees levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members and, in particular, for the improvement and maintenance of the services and facilities devoted to this purpose and to the use and enjoyment of the properties owned and/or managed by the Association.

**5.18. Annual Assessments.** At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall set the annual assessment for each residential lot in Estate. Said assessment shall be the same for each said lot and notice of any increase therein shall be given to each Member. If a Member (i.e. the same individual or group of individuals) owns more than one lot in the Estate, the annual assessment for the second lot and any additional lot owned by such Member may be reduced by the Board of Directors. The Board of Directors shall direct that the annual assessment shall be paid by each member in any reasonable manner. The period over which payment of any annual assessment may be made shall not exceed twelve months.

**5.19. Special Assessments.** In addition to the annual assessment, the Board of Directors may levy a special assessment (payable in any reasonable manner prescribed by the Board of Directors) for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any of the properties owned and/or managed by the Association. Before proceeding with any acts which would substantially financially prejudice the Association, the Board of Directors shall give written notice of the proposed special assessment to each member. If during the thirty (30) days after said notice is given, a request is made for a special meeting of the Members to consider said special assessment, no further action shall be taken concerning said special assessment until the special meeting of the Members is held.

**5.20. Use Fees.** The Board of Directors shall from time to time set fees and charges for the use of specific facilities of the Association and/or for specific services of the Association. The Board may allow the use of said facilities and services by persons who are not Members, their dependents or guests for pre-determined charges.

**Article 6.00**  
**Valid Acts, Meeting and Notice Thereof**

**6.01. Valid Acts.** (a) Except as provided in Articles 6.01(b) and 6.01(c), for any act to be a valid and enforceable act of the Association, it must be adopted by:

(1) The appropriate vote of the appropriate body at a meeting of the appropriate body at which a quorum is present and of which notice (See Article 6.03) was given to all members of that body or of which notice was waived (See Article 6.04) by all Members of the body to whom such notice was not given; or

(2) A consent act of all members of the appropriate body (See Article 6.05).

(b) An act, which requires the vote of the Board of Directors will be a valid and enforceable act of the Association, if it is adopted by such a vote at a regular meeting of the Board of Directors, such meeting having been established as provided in Article 5.05.

(c) Before an act which requires the greater vote of the voting Members will be a valid and enforceable act of the Association, the notice of the meeting at which it is to be considered and possibly adopted must state that such a matter is to be considered and possibly adopted.

6.02. Notices. Whenever notice is required to be given to any person, it shall be in no way construed to mean personal notice, but such notice shall be given in writing, by mail or telegraph, costs prepaid and addressed to such person at his last known address, and such notice shall be deemed to be given at the time when the same shall be thus deposited in the United States mail or delivered to the telegraph company. If three such consecutive notices are so sent to such a person at his last known address and returned as undeliverable, no further notice need be sent to such person until a good address for such a person is made known to the Association.

6.03. Notice of Meetings. Whenever notice of a meeting is required, such notice shall be given not less than 14 days nor more than thirty days before the date of the meeting and shall state the place, day and hour of the meeting and, if required by Article 6.01(c), the purpose or purposes of the meeting. An exception to the foregoing shall be that meetings of the Board of Directors may be called upon two days notice.

6.04. Waiver of Notice. A written waiver of any notice, signed by the person or persons entitled to said notice whether before, at, or after the time stated therein, or the appearance of such person or persons at such meeting, shall be deemed equivalent to the giving of such notice.

6.05. Consent Act. Any act or acts which may be adopted at a meeting of the Board of Directors or Members may be taken without a meeting if the act or acts are reduced to writing and signed and consented to by all of the Directors or all of the Members, whichever may be appropriate.

6.06. Telephonic Meeting of Directors. Directors may participate in a meeting of the Board of Directors by means of telephone conference or similar communications equipment by which all Directors in the meeting can hear each other at the same time. Such participation shall constitute presence in person at such a meeting. The actions taken at such a meeting shall be memorialized as required of Consent Acts (See Article 6.05).

Article 7.00  
Officers

7.01. General. The Officers of the Association shall be president, one or more vice-presidents, as determined by the vote of the Board of Directors, a secretary and a treasurer. By its vote, the Board of Directors may appoint such assistant officers and agents as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the vote of the Board of Directors. The salaries, if any, of all the officers of the Association shall be fixed by the vote of the Board of Directors. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by these Bylaws or by the vote of the Board of Directors, such officer, agent or employee shall follow the orders and instructions of the President.

7.02. Qualification. The President and Vice-President shall be Directors. All other officers must be Members.

7.03. Election and Term of Office. The Officers of the Association shall be elected by the vote of the Board of Directors at the annual meeting of the Board. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. Each Officer shall hold office until the first of the following shall occur: Until his successor shall have been duly elected and shall have qualified; until his death; until he shall resign; until he shall have been removed in the manner hereinafter provided.

7.04. Removal. Any Officer or agent may be removed by the vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights as Officer, if any, of the person so removed. Election or appointment of an Officer or agent shall not in itself create contract rights.

7.05. Vacancies. A vacancy in any office, however occurring, may be filled by the vote of the Board of Directors for the unexpired portion of the term.

**7.06. President.** The President shall, subject to the direction and supervision of the Board of Directors, be the chief executive officer of the Association and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees.

**7.07. Vice-Presidents.** The Vice-President or Vice-Presidents shall assist the President and shall perform such duties as may be assigned them by the President or by the Board of Directors. In the absence of the President, the Vice-President designated by the Board of Directors (or if there be no such designation designated in writing by the President) shall have the powers and perform the duties of the President.

**7.08. Secretary.** The Secretary shall: (a) keep the minutes of all meetings of the Members and the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the membership records; (d) keep at its registered office or principal place of business a record containing the names and addresses of all Members; (e) sign with the President, or a Vice-President, certificates evidencing membership in the Association, the issuance of which shall have been properly authorized; and (f) in general, perform all duties as from time to time may be assigned to him by the President or by the Board of Directors. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

**7.09. Treasurer.** The Treasurer shall be the principal financial Officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board of Directors. He shall receive and give receipts for monies paid in on account of the Association and shall pay out the funds on hand for all bills, payrolls and other just debts of the Association of whatever nature upon maturity. The Treasurer shall also be the principal accounting officer of the Association. Subject to the vote of the Board of Directors, he shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the President and the Board of Directors statements of account showing the financial position of the Association and the results of its operations. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

Article 8.00  
Execution of Instruments  
Seal, Fiscal Year & Records

**8.01. Execution of Instruments.** The President shall have the power to execute on behalf and in the name of the Association any deed, contract, bond, debenture, note or other obligations requiring the signature of an officer of the Association, except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

**8.02. Checks and Endorsements.** All checks and drafts upon the funds to the credit of the Association in any of its depositories must be signed by its President or such other of its agents as shall from time to time be determined by the President and/or the vote of the Board of Directors, including provisions for the use of facsimile signatures under specified conditions, and all notes, bills receivable, trade acceptances, drafts and other evidences of indebtedness payable to the Association shall, for the purpose of deposit, discount or collection, be endorsed by such officers or agents of the Association as shall from time to time be determined by the President or by the vote of the Board of Directors.

**8.03. Seal.** The Association may, but need not, have such a seal as may be approved by the vote of its Board of Directors.

**8.04. Corporate Records.** (a) The Association shall keep complete books and records of account and shall keep minutes of the meetings of the Members and of the Board of Directors; and shall keep at its registered office or principal place of business a record of its Members, giving the names and addresses of all Members.

(b) Any person who shall have been a Member for at least three (3) months immediately preceding his demand upon written demand stating the purpose thereof, shall have the right to examine, in person, or by his agent or attorney, at any reasonable time or times, for any proper purposes, the books and records of account, minutes and record of members of the Association and to make extracts therefrom.

(c) If the Association or any of its officers or agents shall refuse to allow any such member, or his agent, or attorney so to examine and make extracts from its books and records of account, minutes and record of members, for any proper purpose, that individual shall be liable to such Member for any damages incurred by him as a result thereof. It shall be a defense to any action for damages under this Article that the person suing therefor has within two (2) years sold or offered for sale any list of Members or shareholders of an organization or has aided

Connie Joiner, Clerk & Recorder, Teller County, Colorado

or abetted any person in procuring any such list for any such purpose, or has improperly used any information secured through any prior examination of the books and records of account, or minutes, or records of members of shareholders of any organization or was not acting in good faith or with proper purpose in making his demand.

Article 9.00  
Miscellaneous and Amendments

9.01. Indemnification of Association Officers, Directors and Agents. (a) The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association and, with respect to an criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in the best interest of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the



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extent that the Court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court deems proper.

(c) To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits in defense of any action, suit, or proceeding referred to in Article 9.01(a) and 9.01(b) or in defense of any claim issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under Article 9.01(a) and 9.01(b) (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in said Articles 9.01(a) and 9.01(b). Such determination shall be made by the vote of the Board of Directors who were not parties to such action, suit or proceeding, or, if such a vote is not obtainable, by independent legal counsel in a written opinion, or by the vote of the Members.

(e) Expenses including attorneys' fees incurred in defending civil or criminal action, suit or proceeding may be paid by the Association in advance to the final disposition of such action, suit or proceeding as authorized in Article 9.01(d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 9.01.

(f) The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association or who is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article 9.01.

9.02. Amendments. Article 1.01 through 4.03, inclusive, are the Articles of Incorporation of the Association and can only be amended as provided in Article 3.02.8

Article 10.00  
Merger, Consolidation and Dissolution

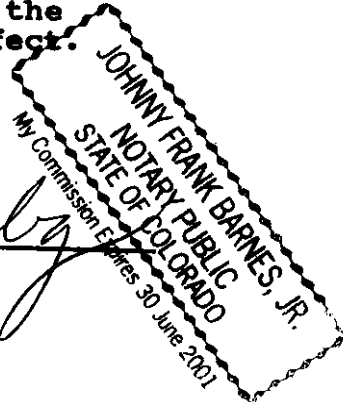
1.01. Merger and Consolidation. The association may merge or consolidate after the provisions of Articles 3.02(b) and 6.00 have been complied with and the provisions of applicable law fulfilled.

Certificate

The undersigned hereby certifies that he or she is duly elected, qualified, and acting secretary of this corporation and that the foregoing Bylaws constitute a true and complete copy of the present Bylaws of this corporation in full force and effect.

Dated: JULY 19, 19 97.

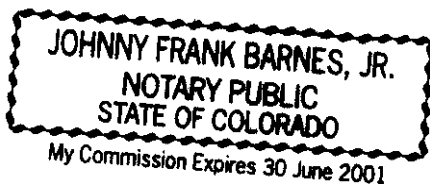
Constantine R. Sulz  
Secretary



Subscribed and sworn to before me by the party whose signature appears above who stated to me that the foregoing statements are true to the best of his knowledge at TELLER County, Colorado on July 19th, 19 97.

Witness my hand and official seal.

My commission expires.



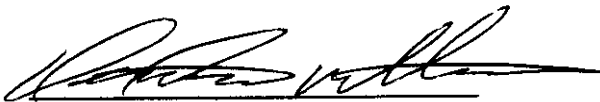
Johnny Frank Barnes Jr  
Notary Public  
Address: Box BS CCMF  
CRIPPLE CREEK, CO. 80813

**Declaration of Bylaws of  
Cripple Creek Mountain Estates  
Property Owners Association  
July 19, 1997**

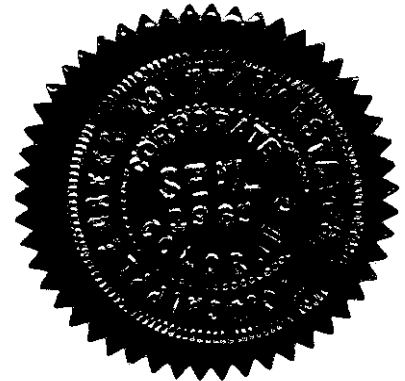
There has been much controversy over whether the 1977 or 1986 Bylaws are the official Bylaws of the Association. Both have been used by past and present Board members. There is nothing in the Minutes of the 1986 Annual Meeting to indicate the acceptance or refusal by the membership vote for changes to the 1977 Bylaws. There is however, a newsletter on file which indicates that changes to the 1977 Bylaws were voted and approved by the majority of the membership. The newsletter being an official publication of the Association is hereby accepted as sufficient evidence that the changes to the 1977 Bylaws are official.

We, the undersigned, being duly elected and appointed officers of the Association, declare that the 1986 Bylaws are the official Bylaws of the Association and supersede all others. This declaration will become the final page to the 1986 Bylaws.

Executed this 19<sup>th</sup> day of July, 1997.

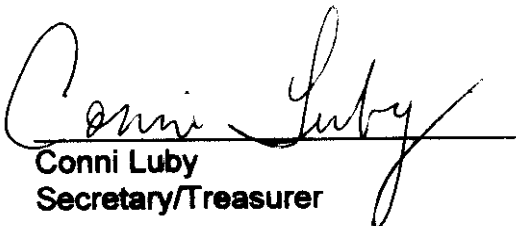


David M. Williams  
President



Ron Weber  
Vice President

JOHNNY FRANK BARNES, JR.  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 30 June 2001



Conni Luby  
Secretary/Treasurer

CCME BYLAWS  
OF  
CRIPPLE CREEK  
MOUNTAIN ESTATES  
PROPERTY OWNERS ASSOCIATION

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Connie Joiner, Clerk & Recorder, Teller County, Colorado

ARTICLE I.  
NAME, OFFICES AND MEETING PLACES.

The name of the corporation is Cripple Creek Mountain Estates Property Owners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at the Cripple Creek Country Club, which is part of the Cripple Creek Mountain Estates. The principal office of the registered agent shall be Cripple Creek Country Club, located four miles northwest of Cripple Creek, Colorado, 4453 Teller County One, Cripple Creek, Colorado 80813. Meetings of members and directors shall be held at the principal office or at such other places within the State of Colorado as shall be designated by the Board of Directors.

ARTICLE II.  
DEFINITIONS.

SECTION 1. "Association" shall mean and refer to Cripple Creek Mountain Estates Property Owners' Association, its successors and assigns.

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

SECTION 3. "Declarant" shall mean and refer to the Cripple Creek Mountain Estates Property Owners' Association.

SECTION 4. "Declarations" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties and recorded in the office of the Clerk and Recorder of Teller County, Colorado.

SECTION 5. "Developer" shall mean and refer to any person or entity who is the owner of two or more Lots which he or it purchased with the intention of developing them for future retail sale.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties (as hereinafter defined) with the exception of the Common Area.

SECTION 7. "Member" shall mean and refer to any person or entity who holds a membership in the Association.

SECTION 8. "Owner" shall mean and refer to the owners of record, whether consisting of one or more persons or entities, of the fee title to any Lot which is a part of the Properties,

except a person or entity who holds title or interest in any said Lot merely as security for the performance of an obligation.

SECTION 9. "Properties" shall mean and refer to that certain real property described in the various Declarations of Covenants and Restrictions for the Cripple Creek Mountain Estates filings, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE III MEMBERSHIP.

#### SECTION 1.

(a) Membership. Every person or entity who is an Owner of a fee or divided fee interest in any Lot which is subject by the Declarations to assessment by the Association shall be eligible for membership in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. No Owner shall have more than one membership. Membership may not be separated from ownership of any Lot which is subject to assessment by the Association.

(b) Classes of Membership.

(1) Class A - All Owners of a fee interest in any Lot.

(2) Class B - Limited memberships for a limited time which are approved by the Board of Directors and revokable at the option of the Board of Directors. Limited memberships shall not have a vote in the Association.

SECTION 2. Suspension of Membership Rights. Members who are in default of the payment of dues and assessments shall be subject to having all membership privileges suspended by action of the Board of Directors. Membership privileges will be restored only when all dues and assessments are paid in full. Interest will accrue on the amount of any unpaid dues and assessments (including the amount of accrued interest thereon) at the rate of 10% per year. With the approval of the Board of Directors, payment plans may be worked out on a case-by-case basis.

### ARTICLE IV. PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

SECTION 1. Each Member, the dependent members of their family who permanently reside with the Member on the Lot, and the Member's tenants who have a six-month or longer lease and who shall pay the full annual dues established by the Board, shall be entitled to the full



use and enjoyment of all properties owned or controlled by the Association, subject to such rules and regulations for the use thereof as may be established by the Board of Directors. Any dues or fees paid by tenants or contract purchasers will not be refunded or prorated by the Association.

SECTION 2. The Member shall notify the Secretary of the Association in writing of the name of any such family members or Tenants or contract purchasers. Upon delegation of these privileges to a tenant or contract purchaser, the Member forfeits all membership privileges for leased or contract property with the exception of voting rights, which remain with the Owner. All delegated or shared privileges are subject to suspension upon the same basis as, and upon any suspension of, a Member's privileges. The Board of Directors may establish rules and regulations for the use and enjoyment of the Common Area and facilities thereon.

SECTION 3. The Board of Directors shall have authority to suspend, for up to one year at a time, the right of any Member (or other person entitled to use the Common Area) to use the Common Area or any individual facility thereon, if the Member (or other person) has failed to follow the rules after written notice from the Board of a violation thereof. Any paid dues will not be refunded when a suspension has occurred.

#### ARTICLE V.

##### BOARD OF DIRECTORS: SELECTION: TERMS OF OFFICE.

SECTION 1. Number. The affairs of this Association shall be managed by a Board of Directors comprised of seven (7) directors all of whom must be voting Members.

##### SECTION 2. Election.

(a) The members of the Board of Directors shall be elected for staggered two-year terms, with three directors elected every other year, and four elected on the alternate year.

(b) A Chairman of the Board of Directors shall be elected yearly by the Board of Directors.

SECTION 3. Removal. At any meeting of Members, the notice of which indicates such purpose, directors may be removed in the manner provided in this section. The entire Board of Directors or any lesser number of directors may be removed with cause by a vote of the majority of the members present, in person or by proxy, if a quorum exists. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. Directors shall receive compensation for time, travel, and minor expenses in the sum of fifty dollars (\$50.00) for each regularly scheduled meeting attended.

SECTION 5. Action Taken Without a Meeting. The Board of Directors shall have the right to take any emergency action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all directors, with the exception that any such action may not involve an expenditure or have fiscal impact exceeding \$500-00. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors, but must be ratified by the Board of Directors at the next scheduled open meeting.

#### ARTICLE VI. MEETINGS OF DIRECTORS.

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, upon not less than three (3) days' notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Acts or decisions may be taken or made by a majority vote of all directors present where all directors are present in person or represented by proxy; motions or decisions by the Board of Directors at a duly held meeting at which a quorum of less than seven (7) is present shall be regarded as an act of the Board of Directors only if the vote is unanimous. Absent directors may issue a proxy vote, however that vote must be by an agenda item and shall be considered binding.

#### ARTICLE VII. NOMINATION AND ELECTION OF DIRECTORS.

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the

Board of Directors, and two or more Members of the Association. The Nominating Committee for the next year shall be proposed by the Board of Directors at each annual meeting of the Members. Additional nominees to the Nominating Committee may be made from the floor. Voting on those to be appointed to the Nominating Committee will take place at each annual meeting with those Members present and eligible to vote participating. The Nominating Committee shall serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine necessary, but not less than the number of vacancies that are to be filled on the Board of Directors.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

SECTION 3. Eligibility.

- (a) No more than one member of a household may serve on the Board simultaneously.
- (b) No employee of the Association may serve on the Board during the period of employment
- (c) Only paid in full members of the P.O.A. may serve at the time of election.

ARTICLE VIII.  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

SECTION 1. Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and recreational facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association that is not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declarations;
- (c) Manage, operate, lease, transfer, convey, grant easements across, and exercise all powers of an owner with respect to the Common Area;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) regular meetings of the Board of Directors without a valid excuse approved by the Board of Directors; and

(e) Employ managers, independent contractors and such other employees as the Board of Directors deems necessary, and to prescribe their duties and set their compensation and the terms of their employment or contract.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

(a) Act only in the fiduciary interests of the Owners and Members, and cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting;

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed, and actively chair at least one committee;

(c) As more fully provided herein, and in the Declarations, to;

(1) Fix the amount of the yearly assessment against each Lot at least thirty (30) days prior to the commencement of the fiscal year of the Association.

(2) Fix the amount of any special assessments or use fees to be charged against all classes of membership for the use of the recreational facilities; and

(3) Send written notice of any special assessment or of any change in the yearly assessment to every Owner subject thereto at least thirty (30) days in advance of the effective date of any special assessment or any change in the yearly assessment.

(d) Bill and collect monthly and special assessments on a monthly, quarterly or annual basis as it deems necessary;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area and all recreational facilities to be maintained;  
and

(h) Cause the exterior of all dwellings on Lots to be maintained as set forth

in the Declarations.

ARTICLE IX.  
COMMITTEES.

SECTION 1. The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declarations, a Membership Committee, and a Nominating Committee, as provided for in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose, such as:

(a) A Recreational Committee, which shall advise the Board of Directors on all matters pertaining to the recreational program, facilities and activities of the Association and shall perform such other functions as the Board of Directors, in its discretion, determines;

(b) A Maintenance Committee, which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board of Directors, in its discretion, determines;

(c) A Publicity Committee, which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association, and

(d) An Audit Committee, which shall supervise the annual audit of the Association's books and approve the annual budget and statement of expenditures to be presented to the membership at the regular annual meeting. The Treasurer shall be an ex-officio member of the Audit Committee.

SECTION 2. It shall be the duty of each committee to receive complaints from Members on any matter involving the Association's functions, duties, and activities within its field of responsibility. It shall resolve such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as it deems appropriate.

Members shall have the right to appeal any Committee's decision to the Board of Directors.

ARTICLE X.  
OFFICERS AND MEETINGS OF MEMBERS.

SECTION 1. Duties. The duties of the officers are as follows:

(a) President. The President shall be a Class A Member. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall co-sign with another officer all leases, mortgages, deeds and other written instruments upon direction by the Board of Directors and may co-sign all checks and promissory notes.

(b) Vice-President. The Vice-President shall be a Class A Member. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President by the Board of Directors.

(c) Secretary. The Secretary shall be a Class A Member. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

(d) Treasurer. Treasurer shall be a Class A Member. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and cause a copy of each to be sent to the Members.

SECTION 2. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

SECTION 3. Resignation and Removal. Any officer may be removed from office with due cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



SECTION 4. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 5. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 2 of this Article.

SECTION 6. Annual Meetings. The annual meeting shall be held on the second (2nd) Saturday in June of each year, at an hour and place designated by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first Saturday following which is not a legal holiday. Notice of each annual meeting shall be given not less than thirty (30) days prior to each annual meeting.

SECTION 7. Special Meetings. Special meetings may be called at any time by the President or by the Board of Directors, or upon written request of 15 Members who are entitled to vote.

(a) Definitions:

(1) Special Meeting of the Board of Directors - A meeting of the Board of Directors called to address emergencies which cannot be dealt with at a regularly scheduled meeting. Such meetings shall require no less than 48 hours notice by posting a notice of the time and place of the meeting in a visible location at the principal office.

(2) Special Meeting of Members - A meeting of the Board of Directors called by petition to the Board of Directors, signed by at least 15 eligible voting Members to address business issues or emergencies which cannot be dealt with at the annual meeting or the monthly meetings of the Board of Directors.

(3) Special Informational Meeting - A meeting called by at least 15 Members and/or the Board of Directors to present and discuss information and issues. Such meetings shall require no less than 48 hours notice by posting a notice of the time and place of the meeting in a visible location at the principal office. No binding votes or Board of Directors decisions may be made at a Special Informational Meeting.

(b) If a Special Meeting of the Members is called by a group other than the President or Board of Directors, all expenses incurred in compliance with notification and voting requirements as set forth in these Bylaws shall be at that group's expense.

SECTION 8. Notice of Meetings. Written notice of each meeting of the Members at which a vote will be taken shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice and a proxy form, at least 30 days and not more than 50 days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association.

SECTION 9. Quorum. A quorum shall be defined as at least ten percent (10%) of the Members who are eligible to vote at the meeting appearing in person or by proxy.

#### ARTICLE XI. ASSESSMENTS AND FEES.

SECTION 1. Failure to pay duly authorized assessments or use fees may lead to a Member being suspended, expelled, or named in a law suit for the collection of the indebtedness. A majority vote of the Board of Directors shall determine the action to be taken in each case.

SECTION 2. Purpose of Assessments. The assessments and use fees levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members of the Association, and in particular for the improvement and maintenance of the services and facilities devoted to this purpose, including the Common Area.

SECTION 3. Basis of Assessments and Fees. The Board of Directors shall set Assessments in accordance with the size of the membership and the services and facilities which the Association is able to provide the membership. Annual increases may be recommended by the Board of Directors and with the approval of 2/3 of returned ballots in person or by proxy, and generally will not exceed ten percent (10%) of the previous year's dues. Proposed annual increases in dues beyond ten percent (10%) when compelling needs arise are subject to approval by two-thirds (2/3) of the membership voting in person or by proxy. Use fees, such as swimming fees, greens fees, etc., will be set by the Board of Directors at such a rate as will provide adequate maintenance of the facilities in relation to the extent of their use.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessment, a special assessment may be declared, applicable to that year only, which may be collected on a monthly, quarterly or annual basis, for the purposed of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, including the, necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting of the Members, written notice of which sets forth the fact that a vote on the imposition of the special assessment will be taken, and was sent to all Members entitled to vote not less than 30 days nor more than 50 days in advance of the meeting.

SECTION 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for each class of membership.

ARTICLE XII.  
BOOKS AND RECORDS.

Information contained within the books, records and papers of the Association shall be subject to inspection during reasonable business hours by any Member or director by written request. Requests for copies of such information shall be filled within 48 hours, if possible, at a reasonable cost to the requesting party. The Declarations, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be obtained free of charge.

(a) Members of the Board of Directors who are not in charge of office administration are subject to this ruling.

(b) Under no circumstances will original documents be removed from the principal office of the Association.

ARTICLE XIII.  
CORPORATE SEAL.

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

ARTICLE XIV.  
Amendments.

SECTION 1. These Bylaws may be amended at a regular or special meeting of the Members, by a majority vote of those eligible to vote at a meeting at which a quorum of Members is present in person or by proxy and for which notice was given that an amendment to these Bylaws would be voted upon.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, except with respect to the number of directors that shall comprise the Board of Directors, the Articles shall control; and in the case of any conflict between the Declarations and these Bylaws these Bylaws shall control.

SECTION 3. These Bylaws are subject to, and superseded to the extent necessary, by the laws of the State of Colorado.

ARTICLE XV.  
MISCELLANEOUS.

The fiscal year of the Association shall begin on the first day of May and end on the 30th day of April of every year.

ARTICLE XVI.

The enclosed document the proposed amendments to the bylaws as intended in 1977 and 1986 with current changes. These changes are to be voted on at the June 12, 1999 annual meeting and will supersede all previous bylaws.

This document being signed before me on this 1<sup>st</sup> day of March in the year of 2000.

3/1/00  
Date

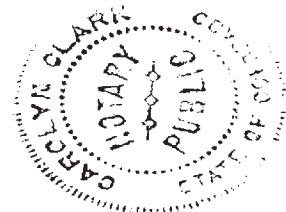
3/1/00  
Date

James E. Grimes  
James E. Grimes  
Vice President

Rudolf Beck  
Rudolf Beck  
Secretary/ Treasurer

Carolyn C. Clark  
Notary Public- Carolyn C. Clark

Carolyn C. Clark  
P.O. Box 812, Divide CO 80814



# ***CRIPPLE CREEK MOUNTAIN ESTATES PROPERTY OWNERS ASSOCIATION***

## **RULE REGARDING ENFORCEMENT PROCEDURES**

Pursuant to Section 4(iv) of the DECLARATION, the following enforcement procedures are hereby established.

### **Enforcement of Rules**

1. Penalties for violation of rules and regulations may be enforced by the locality without regard to any remedies pursued by the ASSOCIATION. Individuals should first pursue the remedies available through Teller County before availing themselves of those available through the Association.
2. The penalties for violation of the above rules and covenants of the association shall be as follows: The BOARD may impose a fine of up to five dollars per day for violations that continue after the BOARD finds that a member or property is in violation of a rule or covenant until the member or property is in compliance.
3. If after six months the property or member is still in violation, the association shall deem that the offense constitutes obnoxious or offensive conduct and judicial proceedings shall be brought to abate the conduct evidenced by the continued offense.
4. If the ASSOCIATION is forced to bring legal action to abate the conduct, the offender shall be subject to liability for costs, expert witness fees, and attorney's fees of the ASSOCIATION.

### **Procedures for Rules**

5. **Actions Prior to Initiation of Formal Process**

Any MEMBER or agent of the ASSOCIATION has the authority to request orally or in writing that a MEMBER or resident cease or correct any act or omission which appears to be in violation of these rules and regulations. Such informal requests must be made before the formal process is initiated.

6. **Written Complaint**

No action will be taken or penalty imposed unless a written complaint is submitted to the BOARD. If the actions described above in paragraph 5, Enforcement of Rules, prove

unsuccessful, a hearing process shall be initiated upon the filing of a written complaint by the resident or by any officer or member of the BOARD with the BOARD. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of these rules and regulations which the respondent is alleged to have violated, and shall not consist merely of charges phrased in the language of such provisions without supporting facts. Further, the written complaint must contain as many specifics as are available as to time, date, location, and persons involved, so that the complaint may be investigated by the BOARD. If the complaint is sufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. If it is determined by the BOARD that the complaint is still insufficient, then the matter shall be dismissed by the BOARD.

7. Service of Complaint

Upon the filing of the complaint, the BOARD shall assign the complaint a Special Resolutions number and serve a copy of the complaint on the respondent by any of the following means: (1) personal delivery or (2) registered or certified mail, return receipt requested, and addressed to respondent at the address appearing on the Books of the Association. Service by mailing shall be deemed delivered and effective upon receipt. No order adversely affecting the rights of the respondent shall be made in any case unless the respondent shall have been served as provided herein.

8. Notice of Hearing

Along with service of complaint, the BOARD shall serve a notice of hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The notice to the respondent shall be substantially in the following form, but may include other information:

You are hereby notified that a hearing will be held before the BOARD OF DIRECTORS at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_ upon the charges made in the complaint served upon you. You may but need not be represented by counsel and may present any relevant evidence. You will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the BOARD.

If any parties can, within twenty-four (24) hours, show good cause why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the BOARD may reset the time and date of hearing and promptly deliver notice of the new hearing date.



9. Discovery

Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the BOARD or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statement, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product.

10. Constraints on the BOARD

It shall be incumbent upon each member of the BOARD to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the case before the BOARD. Any member incapable of objective consideration of the case shall disclose such to the BOARD and remove himself from the proceedings and have it so recorded in the minutes.

11. Hearing

At the beginning of the hearing a member of the BOARD shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses, and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the right to exercise any part of this process, and the BOARD is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper admission of such evidence over objection in civil actions. Hearsay evidence shall be sufficient in itself to support a finding. At the request of any principal, the hearing shall be conducted in executive session.

12. Decision

After all testimony and documentary evidence has been presented to the BOARD, the BOARD shall vote upon the matter, with a majority of the BOARD controlling. The BOARD shall make its determination only in accordance with this resolution. The decision may be made at the conclusion of the hearing or may be postponed to no later

than ten (10) days hence. The BOARD will prepare written findings of fact. A copy of the findings and recommendations of the BOARD, including majority and minority opinions, if any, shall be served by the BOARD on each party in the matter and his attorney, if any. A summary of the decision, excluding names of persons involved and addressing only the issue and the BOARD decision as regards the issue, shall be included in the BOOK OF RESOLUTIONS. Disciplinary action, if any, shall become effective (10) days after it is served upon the respondent, unless otherwise ordered in writing by the BOARD.

13. Assessments

Any fine assessed, if not voluntarily paid before the next scheduled assessment due date, will be added to the next regularly scheduled assessment against the wrongdoer's property and would be subject to collection as a special assessment.

Any fine assessed against a minor shall become the liability of the parent.

Promulgation of These Rules

These rules and regulations shall be printed and sent to all owners of record.

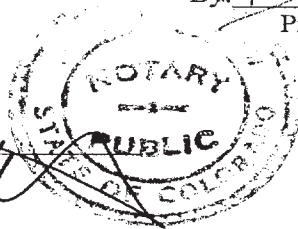
Adopted at a regular meeting of the Board of Directors of the Cripple Creek Mountain Estates Property Owners Association held on SEPTEMBER 14, 2002.

ATTEST:

Secretary

Date

*[Handwritten signature of Secretary]*  
9/14/02



By:

President

*[Handwritten signature of President]*

MY COMMISSION EXPIRES MAY 5, 2003.

*[Handwritten signature of Notary]*

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CCME BYLAWS  
OF  
CRIPPLE CREEK  
MOUNTAIN ESTATES  
PROPERTY OWNERS' ASSOCIATION

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Connie Joiner, Clerk & Recorder, Teller County, Colorado

ARTICLE XVII  
OVERSIGHT COMMITTEE

SECTION 1. Number. The oversight of association matters shall be evaluated by a committee of five (5) members all of whom shall be voting members. Members on the oversight committee may own vacant land and reside in areas other than the Cripple Creek Mountain Estates Property Owner's Association.

SECTION 2. Election.

(a) Nomination for election to the Oversight Committee shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting.

(b) Election to the Oversight Committee shall be by secret written ballot. At such election the association members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

(c) The members of the Oversight Committee shall be elected for staggered two-year terms, with two members elected on even number years and three members elected on odd number years. In the year of the Oversight Committee's inception, three of the members shall be elected for a one year term.

(d) A Chairperson of the Oversight Committee shall be elected yearly by the Oversight Committee.

(e) Two of the five members of the Oversight Committee must have their primary residence outside of the Cripple Creek Mountain Estates.

SECTION 3. Removal At any meeting of Members, the notice of which indicates such purpose, Oversight Committee Members may be removed in the manner provided in this section. The entire Oversight Committee or any lesser number of Oversight Committee members may be removed with cause by a vote of the members present, in person or by proxy, if a quorum exists. In the event of death, resignation or removal of an Oversight Committee member his or her successor shall be selected by the remaining Oversight Committee members and shall serve for the unexpired term of his or her predecessor.

SECTION 4. Compensation. Members of the Oversight Committee shall not be paid for their services. Oversight Committee members may be reimbursed for their expenses in the course of their official duties on the Oversight Committee.

SECTION 5. Meetings. The Oversight Committee shall meet quarterly either in person or through the use of technology. The Oversight Committee may meet more often if necessary. Minutes of the Oversight Committee meetings shall be made for each meeting of the Oversight Committee. The minutes of the Oversight Committee shall be provided to the association office. Minutes of the Oversight Committee shall be maintained at the association office and available to members upon request. Meetings by the Oversight Committee may or may not be open to the membership.

SECTION 6. Duties. It shall be the duty of the Oversight Committee to:

- (a) Evaluate and report to the membership at the annual meeting and in the newsletter immediately preceding the annual meeting the performance of the Board of Directors for the past year.
- (b) Evaluate and report to the membership at the annual meeting and in the newsletter immediately preceding the annual meeting the performance of association office functions for the past year.
- (c) Evaluate and report to the membership at the annual meeting and in the newsletter immediately preceding the annual meeting the quality, quantity, and condition of association amenities.
- (d) Make recommendations to the Board of Directors to remove Directors with cause. Final authority to remove a member of the Board of Directors is delineated in previous articles of these bylaws.
- (e) Set and monitor ethical standards for the Board of Directors and the employees of the association.
- (f) All reports and minutes prepared and presented by the Oversight Committee shall be approved by a majority vote of the oversight committee prior to publication. Dissenting members may publish their objections along with the minutes or report.

SECTION 7. Authority. The Oversight Committee shall have the authority to:

- (a) Attend any meeting of the Board of Directors including executive sessions as defined in Colorado Revised Statutes. Oversight Committee members are required to observe the same confidentiality requirements as the Board of Directors. Oversight Committee member(s) attending shall not be permitted to participate in executive session but may only observe.
- (b) Examine any association record or document, either written or electronic, during the normal business hours of the association.

*Article XVII was adopted by a majority vote of a quorum of the eligible members voting by proxy or in person at the annual meeting held on June 12, 2004. This meeting and vote were held in compliance with the Bylaws of the Cripple Creek Mountain Estates Property Owners' Association.*

  
Kenneth E. Poncelow, President

JUNE 28, 2004  
Date

  
David Atkins, Secretary/Treasurer

June 18, 2004  
Date

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BYLAWS  
OF  
CRIPPLE CREEK  
MOUNTAIN ESTATES  
PROPERTY OWNERS' ASSOCIATION

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Connie Joiner, Clerk & Recorder, Teller County, Colorado

Amended & Approved by Membership 6/10/06

ARTICLE I.  
NAME, OFFICES AND MEETING PLACES.

The name of the corporation is Cripple Creek Mountain Estates Property Owners' Association, hereinafter referred to as the "Association." The principle office of the Association shall be located at the club house, which is part of the Cripple Creek Mountain Estates, 4453 Teller County One, Cripple Creek, Colorado, 80813. Meetings of members and directors shall be held at the principle office or at such other places within the State of Colorado as shall be designated by the Board of Directors.

ARTICLE II.  
DEFINITIONS.

SECTION 1. "Association" shall mean and refer to Cripple Creek Mountain Estates Property Owners' Association, its successors and assigns.

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

SECTION 3. "Declarant" shall mean and refer to the Cripple Creek Mountain Estates Property Owners' Association.

SECTION 4. "Covenants" shall mean and refer to the Declaration of Protective Covenants and Restrictions applicable to the Properties and recorded in the office of the Clerk and Recorder of Teller County, Colorado, and shall include all amendments thereto.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties (as hereinafter defined) with the exception of the Common Area.

SECTION 6. "Owner", hereinafter referred to as "Member," shall mean and refer to the owners of record, whether consisting of one or more persons or entities, of the fee title of any Lot which is part of the Properties, except a person or entity who holds title or interest in any said Lot merely as security for the performance of an obligation.

SECTION 7. "Guest Membership" shall mean and refer to the purchase of, on an annual basis, a limited membership by any contract purchaser(s) or tenant(s) of a Member holding a 6-month lease or longer strictly for the use and enjoyment of facilities owned by the Association.



SECTION 8. "Properties" shall mean and refer to that certain real property described in the Covenants for the Cripple Creek Mountain Estates filings as defined in this section, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 9. "Quorum of the Board" shall mean and is defined as a simple majority of the number of Directors. Under the current By Laws, this number is defined as four of seven.

SECTION 10. "Quorum of the Membership" shall mean and is defined as ten per cent (10%) of the members who are eligible to vote appearing in person or by proxy.

### ARTICLE III MEMBERSHIP.

SECTION 1. Membership. Every person or entity who is an Owner of a fee or divided fee interest in any Lot which is subject by the Covenants to assessment by the Association shall be eligible for membership in the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for performance of an obligation. No Member shall have more than one membership. Membership may not be separated from ownership of any Lot which is subject to assessment by the Association. Each member who is in good standing may have voting privileges. The total number of members shall constitute the "Membership."

SECTION 2. Suspension of Membership Rights. Members who are in default of the payment of dues and assessments shall be subject to having all membership privileges suspended by action of the Board of Directors. Membership privileges will be restored only when all dues and assessments are paid in full. Interest will accrue on the amount of any unpaid dues and assessments (including the amount of accrued interest thereon) at the rate of 10% per year. With the approval of the Board of Directors, payment plans may be worked out on a case-by-case basis.

### ARTICLE IV. PROPERTY RIGHTS: RIGHTS OF ENJOYMENT.

SECTION 1. Each Member, and their dependents residing with them, shall be entitled to the full use and enjoyment of all properties and facilities owned or controlled by the Association, subject to such rules and regulations for the use thereof as may be established by the Board of Directors. Contract purchasers or tenants of Members holding a 6-month

lease or longer may purchase an annual "Guest Membership," thus allowing such contract purchasers or such tenants use of the facilities. This preserves the right of the Member's continued use and enjoyment of all the properties and facilities at their discretion. Guest members shall not have voting privileges. The Board of Directors shall set the amount of fees for "Guest Memberships." Any such fees paid by tenants or contract purchasers will not be refunded or prorated by the Association.

SECTION 2. The Member shall notify the Secretary of the Association in writing of the name of any such family members or Tenants or contract purchasers. All guest, tenant and contract purchaser Membership privileges are subject to suspension upon the same basis as the Member's or upon suspension of the sponsoring Member's privileges. The Board of Directors may establish rules and regulations for the use and enjoyment of the Common Area and facilities thereon.

SECTION 3. The Board of Directors shall have authority to suspend, for up to one year at a time, the right of any Member (or other person entitled to use the Common Area) to use the Common Area or any individual facility thereon, if the Member (or other person) has failed to follow the rules after written notice from the Board of a violation thereof. Any paid dues will not be refunded when a suspension has occurred.

## ARTICLE V. BOARD OF DIRECTORS: SELECTION: TERMS OF OFFICE.

SECTION 1. Number. The affairs of this Association shall be managed by a Board of Directors comprised of seven (7) directors all of whom must be voting Members.

### SECTION 2. Election.

- (a) The members of the Board of Directors shall be elected for staggered 3-year terms. Office may be held for two consecutive terms, for a total of six (6) years. At the end of their tenure, they will be required to step down for one (1) year before being allowed to run again. However, in the extreme event there is not a qualified candidate as determined by the Nominating Committee, the Nominating Committee may recommend that person for re-election to the Board. The 3-year terms of office will be effective beginning with the 2007-2008 fiscal year election.
- (b) President of the Board of Directors shall be elected yearly by the Board of Directors.

## ARTICLE VI. MEETINGS OF DIRECTORS.

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors, hereinafter referred to as "regularly scheduled monthly meetings", shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Notice of regularly scheduled monthly meetings shall be posted according to law. A Quorum of the Board is required for the transaction of business. Acts or decisions may be taken or made by a majority vote of all directors present either in person or by proxy. Absent directors may issue a proxy vote; however, that vote must be for an agenda item only and shall be considered binding.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, upon not less than three (3) days notice to each director.

## ARTICLE VII. NOMINATION AND ELECTION OF DIRECTORS.

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee for the next year shall be proposed by the Board of Directors at each annual meeting of the Members. The Nominating Committee shall serve from the close of the annual meeting until the close of the next annual meeting and such appointment shall be announced at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine necessary, but not less than the number of vacancies that are to be filled on the Board of Directors.

SECTION 2. Duties. The Nominating Committee shall perform due diligence on all submitted nominations. The Committee shall then recommend a slate of officers for each vacancy. This recommendation to the Membership shall constitute the proposed slate of candidates. All other nominees will also be placed on the ballot for consideration by the Membership.

SECTION 3. Election. Election to the Board of Directors shall be by secret written ballot. Votes may be cast by the Member or their proxy. The persons receiving the largest number of votes shall be elected. The Oversight Committee will facilitate the counting of the votes; and, if necessary, designate person(s) to assist. The decision is final unless there is overwhelming evidence of misconduct. If such a situation occurs, a recount may be conducted at the discretion of the current Board of Directors.

SECTION 4. Eligibility.

- (a) No more than one member of a household may serve on the Board simultaneously.
- (b) No employee of the Association may serve on the Board during the period of employment.
- (c) Only paid in full members of the P.O.A. may serve at the time of election.

ARTICLE VIII.  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

SECTION 1. Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and recreational facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association that is not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Covenants.
- (c) Manage, operate, lease, grant easements across, and exercise all powers of a Member with respect to the Common Area. The right to transfer or convey any real property designated as Common Area requires a vote of the membership for approval. In addition, if the granting of a lease was to incur any significant costs for the Association, or the length of the lease is such that Common Area is bound for a significant length of time, or the granting of an easement threatens property rights, then such a proposal must be presented to the Membership for consideration.
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) regularly scheduled monthly meetings of the Board of Directors without a valid excuse approved by the Board of Directors.
- (e) Employ managers, independent contractors and such other employees as the Board of Directors deems necessary, and to prescribe their duties and set their compensation and the terms of their employment or contract.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Act only in the fiduciary interests of the Members, and cause to be kept to complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting.
- (b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed, and actively chair at least one committee;
- (c) Fix the amount of the mandatory annual assessment against each Lot at least thirty (30) days prior to the commencement of the fiscal year of the Association.
- (d) Fix the amount of any special assessments or use fees to be charged against all Members for the use of the recreational facilities.
- (e) Send written notice of any special assessment or of any change in the mandatory annual assessment to every Member subject thereto at least thirty (30) days in advance of the effective date of any special assessment or any change in the mandatory annual assessment.
- (f) Bill and collect monthly and special assessments on a monthly, quarterly or annual basis as it deems necessary.
- (g) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (h) Cause all officers or employees having fiscal responsibilities bonded, as it may deem appropriate.
- (i) Cause the Common Area and all recreational facilities to be maintained.
- (j) Cause the exterior of all dwellings on Lots to be maintained as set forth in the Covenants.

## ARTICLE IX COMMITTEES.

SECTION 1. The Board of Directors shall appoint an Architectural Control Committee, as provided in the Covenants. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X. OFFICERS AND MEETINGS OF MEMBERS.

SECTION 1. Duties. The duties of the officers are as follows:

- (a) President The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall co-sign with another officer all leases, mortgages, deeds and other written instruments upon direction by the Board of Directors and may co-sign all checks and promissory notes.
- (b) Vice-President The Vice-President shall act in the place and stead of the president in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President by the Board of Directors.
- (c) Secretary The Secretary or his/her designee shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate records showing a current list of the Members; and, keep appropriate records of the Association current and up-to-date.
- (d) Treasurer The Treasurer shall be responsible for overseeing the financial records of the Association. A Procedural Manual has been developed for this position to ensure accurate and efficient operations. The Treasurer will initiate the annual audit of the Association financial records at the end of each fiscal year and will prepare an annual budget and statement of Profit and Loss for the annual meeting.

SECTION 2. Removal. At any meeting of Members, the notice of which indicates such purpose, directors may be removed in the manner provided in this section. The entire Board of Directors or any lesser number of directors may be removed with cause by a vote of the majority of the members present, in person or by proxy, if a Quorum of the Members exists. In the event of death, resignation or removal of a director, or any vacancy for any other reason, a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

SECTION 3. Compensation. Directors shall receive compensation for time, travel and minor expenses as set by resolution of the Board of Directors or by Policy and Procedure for each regularly scheduled monthly meeting attended.

SECTION 4. Action Taken Without a Meeting. The Board of Directors shall have the right to take any emergency action in the absence of a meeting that it could take at a meeting by obtaining the written approval of all directors, with the exception that any such action may not involve an expenditure or have fiscal impact exceeding \$500.00. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors, but must be ratified by the Board of Directors at the next regularly scheduled monthly meeting.



SECTION 5. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 6. Meetings.

- (a) Annual Meeting of Members. The annual meeting of Members shall be held on the last Saturday in July of each year, at an hour and place designated by the Board of Directors. Notice of each annual meeting of Members shall be given not less than thirty (30) days nor more than sixty (60) days prior to said meeting. A Quorum of the Membership is required to conduct business at the annual meeting of the Members.
- (b) Special Meetings. A special meeting of the Board of Directors may be called to address emergencies that cannot be dealt with at the regularly scheduled monthly meetings. Such meetings shall require a minimum of seven (7) days advance notice posted at the Association office. A written request of twenty-five (25) members in good standing may call a special meeting, if at the discretion of the President, such business cannot be conducted at the regularly scheduled monthly meeting. Special agenda items, submitted by a member in good standing, may be added to the regularly scheduled monthly meeting agenda so long as written advanced notice is received by the President not less than seven (7) days prior to the regularly scheduled monthly meeting.

ARTICLE XI.  
ASSESSMENTS AND FEES.

SECTION 1. Failure to pay duly authorized assessments or use fees may lead to a Member being suspended, expelled, or named in a lawsuit for the collection of the indebtedness. A majority vote of the Board of Directors shall determine the action to be taken in each case.

SECTION 2. Purpose of Assessments. The assessments and use fees levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members of the Association, and in particular for the improvement and maintenance of the services and facilities devoted to this purpose, including the Common Area.

SECTION 3. Basis of Assessments and Fees. The Board of Directors shall set Assessments in accordance with the size of the membership and the services and facilities that the Association is able to provide such membership. The mandatory annual assessment may be increased by the Board of Directors at not more than ten percent (10%)



of the current assessment. If the Board of Directors recommends an increase of more than ten percent (10%) due to compelling needs, the increase request shall be presented to the Membership for a vote. Members must be in good standing and must be eligible to vote at a meeting in which a Quorum of Members is present in person or by proxy. If an assessment increase is approved by the Membership, the approved assessment will be effective with the next billing cycle. Use fees, such as swimming fees, fishing fees, fitness fees, etc., will be set by the Board of Directors at such a rate as will provide adequate maintenance of the facilities in relation to the extent of their use.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessment, a special assessment may be declared, applicable to that year only, which may be collected on a monthly, quarterly or annual basis, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the ballots returned in person or by proxy, provided said vote meets the Quorum of the Members requirement. Such vote requires a minimum of thirty (30) days written notice to all Members eligible to vote, and not more sixty (60) days.

## ARTICLE XII. BOOKS AND RECORDS.

Information contained within the books, records and papers of the Association shall be subject to inspection during reasonable business hours by any Member or director by written request. Requests for copies of such information shall be filed within 48 hours, if possible, at a reasonable cost to the requesting party. The Covenants, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principle office of the Association, where copies may be obtained free of charge.

- (a) Members of the Board of Directors who are not in charge of office administration are subject to this ruling.
- (b) Under no circumstances will original documents be removed from the principle office of the Association.

## ARTICLE XIII CORPORATE SEAL.

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

#### ARTICLE XIV. AMENDMENTS.

SECTION 1. These Bylaws may be amended at a regular or special meeting of the Members, by a majority vote of those eligible to vote at a meeting at which a quorum of Members is present in person or by proxy and for which notice was given that an amendment to these Bylaws would be voted upon.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, except with respect to the number of directors that shall comprise the Board of Directors, the Articles shall control; and in the case of any conflict between the Covenants and these Bylaws, the Bylaws shall control.

SECTION 3. These Bylaws are subject to, and superseded to the extent necessary by the laws of the State of Colorado.

SECTION 4. Typographical and/or grammatical errors may be corrected without membership approval as long as the correction(s) does not change the context of the paragraph. Any corrections so made must be ratified by the Board of Directors at the next regularly scheduled monthly meeting of the Board of Directors.

#### ARTICLE XV. MISCELLANEOUS.

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

#### ARTICLE XVI OVERSIGHT COMMITTEE

SECTION 1. Number. The oversight of association matters shall be evaluated by a committee of five (5) members all of whom shall be voting members. Members on the oversight committee may own vacant land and reside in areas other than the Cripple Creek Mountain Estates

SECTION 2. Election.

- (a) Nomination for election to the Oversight Committee shall be made by the Nominating Committee.
- (b) Election to the Oversight Committee shall be by secret written ballot. At such election the association members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Covenants. The persons receiving the largest number of votes shall be elected.
- (c) The members of the Oversight Committee shall be elected for staggered two-year terms, with two members elected on even number years and three members elected on odd number years. In the year of the Oversight Committee's inception, three of the members shall be elected for a one-year term.
- (d) A Chairperson of the Oversight Committee shall be elected yearly by the Oversight Committee.
- (e) The Oversight Committee shall consist of:
  - 1) two (2) members having their primary residence inside Cripple Creek Mountain Estates
  - 2) two (2) members having their primary residence outside Cripple Creek Mountain Estates
  - 3) one (1) member having their primary residence either inside or outside Cripple Creek Mountain Estates

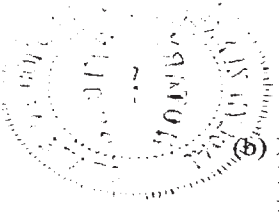
SECTION 3. Removal. At any regularly scheduled monthly meeting of the Board of Directors, the notice of which indicates such purpose, Oversight Committee Members may be removed in the manner provided in this section. The entire Oversight Committee or any lesser number of Oversight Committee members may be removed with cause by a vote of the members present, in person or by proxy, if a quorum exists. In the event of death, resignation or removal of an Oversight Committee member his or her successor shall be selected by the remaining Oversight Committee members and shall serve for the unexpired

term of his or her predecessor. Such successor may not be subject to Section 2.(e)(1-3) listed above.

SECTION 4. Compensation. Members of the Oversight Committee shall not be paid for their services. Oversight Committee members may be reimbursed for their expenses in the course of their official duties on the Oversight Committee.

SECTION 5. Meetings. The Oversight Committee shall meet quarterly either in person or through the use of technology. The Oversight Committee may meet more often if necessary. Minutes of the Oversight Committee meetings shall be made for each meeting of the Oversight Committee. The minutes of the Oversight Committee shall be provided to the association office. Minutes of the Oversight Committee shall be maintained at the association office and available to members upon request. Meetings by the Oversight Committee may or may not be open to the membership.

SECTION 6. Duties. It shall be the duty of the Oversight Committee to:

- 
- (a) Evaluate and report to the membership at the annual meeting and in the newsletter immediately preceding the annual meeting the following:
    - 1) The performance of the Board of Directors for the past year.
    - 2) The performance of the association office functions for the past year.
    - 3) The quality, quantity, and condition of the association amenities.
  - (b) Monitor ethical standards and rules of conduct as established for the Board of Directors and the employees of the association. If necessary, make recommendations to the Board of Directors to remove Directors with cause. The Oversight Committee must be in unanimous accord on this recommendation.
  - (c) All reports and minutes prepared and presented by the Oversight Committee shall be approved by a majority vote of the oversight committee prior to publication. Dissenting members may publish their objections along with the minutes or report.
- SECTION 7. Authority. The Oversight Committee shall have the authority to:
- (a) Attend any meeting of the Board of Directors including executive sessions as defined in Colorado Revised Statutes. Oversight Committee members are required to observe the same confidentiality requirements as the Board of Directors. Oversight Committee member(s) attending shall not be permitted to participate in executive session but may only observe.

- (b) Examine any association record or document, either written or electronic, during the normal business hours of the association.

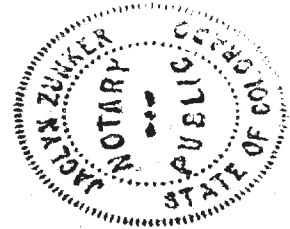
These By Laws of the Cripple Creek Mountain Estates Property Owner's Association are amended June 2006 and supersede all previous By Laws in its entirety.

[Signature] JUNE 10, 2006 [Signature] JUNE 12, 2006  
PRESIDENT DATE SECRETARY/TREASURER DATE

Subscribed before me this 10 day of June, 2006.

[Signature]  
Notary Public

My Commission Expires  
01/19/2009



### VOTE CERTIFICATION

We the members of the Nomination Committee/Oversight Committee confirm and attest that the (year) 06/07 annual vote was properly conducted in a manner consistent with the policies, procedures, bylaws, and Articles of Incorporation for the Cripple Creek Mountain Estates Property Owner's Association. The total number of 265 votes were cast by members in good standing.

This is 6 % of the membership of the Cripple Creek Mountain Estates Property Owner's Association and does / does not represent a voting quorum.

The membership of the Association voted for the following candidates for the Board of Directors:

|                              | yes                      | no         |
|------------------------------|--------------------------|------------|
| <u>Keri Poncelow</u><br>NAME | <u>222</u><br># OF VOTES | <u>43</u>  |
| <u>Joe Wainer</u><br>NAME    | <u>217</u><br># OF VOTES | <u>48</u>  |
| <u>Judy Anderson</u><br>NAME | <u>226</u><br># OF VOTES | <u>39</u>  |
| <u>Herald Smith</u><br>NAME  | <u>100</u><br># OF VOTES | <u>165</u> |
| _____<br>NAME                | _____<br># OF VOTES      | _____      |
| _____<br>NAME                | _____<br># OF VOTES      | _____      |

Approval of By Laws:

Yes Votes: 222

Abstain 14

No Votes: 29

The membership of the Association voted for the following candidates for the Oversight Committee:

|                               | yes                      | no        |
|-------------------------------|--------------------------|-----------|
| <u>Eden Minnikan</u><br>NAME  | <u>237</u><br># OF VOTES | <u>28</u> |
| <u>Stacy Lechner</u><br>NAME  | <u>239</u><br># OF VOTES | <u>26</u> |
| <u>Kelly Kleeburg</u><br>NAME | <u>247</u><br># OF VOTES | <u>18</u> |
| _____<br>NAME                 | _____<br># OF VOTES      | _____     |

**BYLAWS**

**OF**

**CRIPPLE CREEK MOUNTAIN ESTATES**

**PROPERTY OWNERS' ASSOCIATION**

502388 03/01/2000 12:32PM Page 1 of 13  
Connie Joiner, Clerk & Recorder, Teller County, Colorado

Amended & Approved by Membership 6/10/06  
595332 06/29/2006 01:45 PM Page 1 of 15  
Patricia Crowson, Clerk & Recorder, Teller County, Colorado

Amended & Approved by CCME POA Board and by Membership 7/30/16



**ARTICLE I.  
NAME, OFFICES AND MEETING PLACES.**

The name of the corporation is Cripple Creek Mountain Estates Property Owners' Association, hereinafter referred to as the "Association." The principle office of the Association shall be located at the club house, which is part of the Cripple Creek Mountain Estates, 4453 Teller County Road 1, Cripple Creek, Colorado, 80813. Meetings of members and directors shall be held at the principle office or at such other places within the State of Colorado as shall be designated by the Board of Directors.

**ARTICLE II.  
DEFINITIONS.**

SECTION 1. "Association" shall mean and refer to Cripple Creek Mountain Estates Property Owners' Association, its successors and assigns.

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

SECTION 3. "Declarant" shall mean and refer to the Cripple Creek Mountain Estates Property Owners' Association.

SECTION 4. "Covenants" shall mean and refer to the Declaration of Protective Covenants and Restrictions applicable to the Properties and recorded in the office of the Clerk and Recorder of Teller County, Colorado, and shall include all amendments thereto.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties (as hereinafter defined) with the exception of the Common Area.

SECTION 6. "Owner", hereinafter referred to as "Member," shall mean and refer to the owners of record, whether consisting of one or more persons or entities, of the fee title of any Lot which is part of the Properties, except a person or entity who holds title or interest in any said Lot merely as security for the performance of an obligation.

SECTION 7. "Tenant Membership" shall mean and refer to the purchase of, on an annual basis, a limited membership by any contract purchaser(s) or tenant(s) of a Member holding a 6-month lease or longer strictly for the use and enjoyment of facilities owned by the Association.

SECTION 8. "Properties" shall mean and refer to that certain real property described in the Covenants for the Cripple Creek Mountain Estates filings as defined in this section, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 9. Member in Good Standing shall be the same as a member who is "Paid in full." "Paid in full" is defined as no outstanding balance of any kind on the property. A person shall be considered delinquent 30 days past the due date.

SECTION 10. "Quorum of the Board" shall mean and is defined as a simple majority of the number of Directors.

SECTION 11. "Quorum of the Membership" shall mean and is defined as ten per cent (10%) of the members who are eligible to vote appearing in person or by proxy. Eligibility is defined as members who are paid in full by the day prior to the election.

### ARTICLE III MEMBERSHIP.

SECTION 1. Membership. Every person or entity who is an Owner of record of any Lot which is subject by the Covenants to assessment by the Association will be a member in the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for performance of an obligation. Membership may not be separated from ownership of any Lot which is subject to assessment by the Association. Each member who is in good standing will have voting privileges which consist of one vote per lot owned. The total number of members shall constitute the "Membership."

SECTION 2. Suspension of Membership Rights. Members who are in default of the payment of assessments shall be subject to having all membership privileges suspended by action of the Board of Directors. Membership privileges will be restored only when assessments are paid in full. Interest and/or finance charges will accrue on the amount of any unpaid assessments (including the amount of accrued interest thereon) at the rate of eighteen (18%) per year. Refer to Amended Collection Policy & Procedure 2004-09.

### ARTICLE IV. PROPERTY RIGHTS: RIGHTS OF ENJOYMENT.

SECTION 1. Each Member, and their dependents residing with them, shall be entitled to the full use and enjoyment of all properties and facilities owned or controlled by the Association, subject to such rules and regulations for the use thereof as may be established by the Board of Directors. Contract purchasers or tenants of Members holding a 6-month lease or longer may purchase an annual "Tenant Membership," thus allowing such contract purchasers or such tenants use of the facilities. This preserves the right of the Member's continued use and enjoyment of all the properties and facilities at their discretion. Tenant members shall not have voting privileges. The Board of Directors shall set the amount of fees for "Tenant Memberships." Any such fees paid by tenants or contract purchasers will not be refunded or prorated by the Association.

SECTION 2. The Member shall provide a copy of the lease or contract to the Association. All tenant and contract purchaser Membership privileges are subject to suspension upon the same basis as the Member's or upon suspension of the sponsoring Member's privileges. The Board of Directors has established rules and regulations for the use and enjoyment of the Common Area and facilities thereon.

SECTION 3. The Board of Directors shall have authority to suspend, for up to one year at a time, the right of any Member (or other person entitled to use the Common Area) to use the Common Area or any individual facility thereon, if the Member (or other person) has failed to follow the rules after written notice from the Board of a violation thereof. Any paid fees or assessments will not be refunded when a suspension has occurred and/or cured.

## ARTICLE V.

### BOARD OF DIRECTORS: SELECTION: TERMS OF OFFICE.

SECTION 1. Number. The affairs of this Association shall be managed by a Board of Directors comprised of five to seven (5-7) directors all of whom must be voting Members.

SECTION 2. Election.

- A. The members of the Board of Directors shall be elected for staggered 3-year terms. Office may be held for two consecutive terms, for a total of six (6) years. At the end of their tenure, they will be required to step down for one (1) year before being allowed to run again. However, in the extreme event there is not a qualified candidate as determined by the Nominating Committee, the Nominating Committee may recommend that person for re-election to the Board.
- B. President of the Board of Directors shall be elected by a majority of the Board of Directors each calendar year in December prior to the new fiscal year. This result shall be reported to the membership at the meeting.

SECTION 3. Removal. At any meeting of Members, the notice of which indicates such purpose, directors may be removed in the manner provided in this section.

- A. The entire Board of Directors or any lesser number of directors may be removed with cause by a vote of the majority of the members present, in person or by proxy at a meeting in which a quorum, as defined in Article II, Section 11, has been established. All votes for removal shall be completed by secret ballot.
- B. In the event of death, resignation or removal of a director, or any vacancy for any other reason, a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

## **ARTICLE VI. MEETINGS.**

**SECTION 1. Regular Meetings.** Regular meetings of the Board of Directors, hereinafter referred to as “regularly scheduled monthly meetings,” shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Notice of regularly scheduled monthly meetings shall be posted according to law.

- A. A Quorum of the Board is required for the transaction of business. Once a Quorum of the Board is established, acts or decisions may be taken or made by a majority vote of all directors present either in person or by proxy. Absent directors may issue a proxy vote; however, that proxy vote is item-specific and must be for an agenda item only and shall be considered binding.
- B. Special agenda items, submitted by a member in Good Standing, may be added to the regularly scheduled monthly meeting agenda so long as written advanced notice is received by the Secretary / Office not less than seven (7) days prior to the regularly scheduled monthly meeting.

### **SECTION 2. Special Meetings.**

- A. A special meeting of the Board of Directors may be called to address emergencies that cannot be dealt with at the regularly scheduled monthly meetings. Such meetings shall require a minimum of seven (7) days advance notice posted at the Association office.
- B. A written request of twenty-five (25) members in good standing may call a special meeting, if at the discretion of the President, such business cannot be conducted at the regularly scheduled monthly meeting.

**SECTION 3. Annual Meeting of Members.** The annual meeting of Members shall be held each year at an hour and place designated by the Board of Directors.

- A. Notice of each annual meeting of Members shall be given not less than thirty (30) days nor more than sixty (60) days prior to said meeting.
- B. A Quorum of the Membership is required to conduct business at the annual meeting of the Members as defined in Article II, Section 11.

**SECTION 4. Action Taken Without a Meeting.** The Board of Directors shall have the right to take any emergency action in the absence of a meeting that it could take at a meeting by obtaining the written and/or electronic approval of all directors, with the exception that any such action may not involve expenditure or have fiscal impact exceeding \$500.00. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors, but must be ratified by the Board of Directors at the next regularly scheduled monthly meeting.

## ARTICLE VII. NOMINATION AND ELECTION OF DIRECTORS.

**SECTION 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations from the floor are not permitted at the Annual Meeting.

- A. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and at least one additional member of the Association.
- B. The Nominating Committee for the next year shall be proposed by the Board of Directors at each Annual Meeting of the Members.
- C. The Nominating Committee shall serve from the close of the Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at the Annual Meeting.
- D. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine necessary, but not less than the number of vacancies that are to be filled on the Board of Directors.

**SECTION 2. Duties.** The Nominating Committee shall perform due diligence on all submitted nominations. The Committee shall then recommend a slate of officers for each vacancy. This recommendation to the Membership shall constitute the proposed slate of candidates. All other nominees will also be placed on the ballot for consideration by the Membership.

**SECTION 3. Election.** Election to the Board of Directors shall be by mailed, secret written ballot. Votes are cast by each Member, with one vote per lot owned. The persons receiving the largest number of votes shall be elected.

- A. The Chairman of the Nominating Committee will facilitate the counting of the votes; and, if necessary, designate person(s) to assist.
- B. The decision is final unless there is overwhelming evidence of misconduct. If such a situation occurs, a recount may be conducted at the discretion of the current Board of Directors.

**SECTION 4. Eligibility.**

- A. No more than one member of a household may serve on the Board simultaneously.
- B. No employee of the Association may serve on the Board during the period of employment.

- C. Only Members in Good Standing of the Association may serve at the time of election.

**ARTICLE VIII.  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

**SECTION 1. Powers.** The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Common Area and recreational facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- B. Exercise for the Association all powers, duties and authority vested in or delegated to the Association that is not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Covenants.
- C. Manage, operate, lease, grant easements across, and exercise all powers of a Member with respect to the Common Area. The right to transfer or convey any real property designated as Common Area requires a quorum vote of the Membership, as defined in Article II, Section 11, for approval. In addition, if the granting of a lease was to incur any significant costs for the Association, or the length of the lease is such that Common Area is bound for a significant length of time, or the granting of an easement threatens property rights, then such a proposal must be presented to the Membership for consideration.
- D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) regularly scheduled monthly meetings of the Board of Directors without a valid excuse approved by the Board of Directors.
- E. Employ independent contractors and such other employees as the Board of Directors deems necessary, and to prescribe their duties and set their compensation and the terms of their employment or contract.

**SECTION 2. Duties.** It shall be the duty of the Board of Directors to:

- A. Act only in the fiduciary interests of the Members, and cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting.
- B. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed, and actively chair at least one committee;
- C. Fix the amount of the mandatory annual assessment against each Lot at least thirty (30) days prior to the commencement of the fiscal year of the Association.

- D. Fix the amount of any special assessments or use fees to be charged against all Members for the use of the recreational facilities.
- E. Cause the notification of any special assessment or of any change in the mandatory annual assessment to every Member subject thereto at least thirty (30) days in advance of the effective date of any special assessment or any change in the mandatory annual assessment.
- F. Cause the invoicing and collecting of annual assessments. Other special assessments or fee-based activity may be invoiced and collected as necessary.
- G. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- H. Cause all officers or employees having fiscal responsibilities to be bonded.
- I. Cause the Common Area and all recreational facilities to be maintained.
- J. Cause all properties to be maintained as set forth in the Covenants, Bylaws, and ACC Guidelines.

## ARTICLE IX COMMITTEES.

SECTION 1. The Board of Directors shall appoint an Architectural Control Committee, as provided in the Covenants; In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X. OFFICERS.

SECTION 1. Duties. The duties of the officers are as follows:

- A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall co-sign with another officer all leases, mortgages, deeds and other written instruments upon direction by the Board of Directors and may co-sign all checks and promissory notes.
- B. Vice-President. The Vice-President shall act in the place and stead of the president in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President by the Board of Directors. The Vice-President oversees the ACC Committee.



- C. Secretary. The Secretary or his/her designee shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate records showing a current list of the Members; and, keep appropriate records of the Association current and up-to-date.
- D. Treasurer. The Treasurer shall be responsible for overseeing the financial records of the Association. A Procedural Manual has been developed for the Bookkeeper to ensure accurate and efficient operations. The Treasurer will initiate the annual audit of the Association financial records at the end of each fiscal year and will prepare an annual budget and statement of Profit and Loss for the annual meeting.

SECTION 2. Compensation. Directors shall receive compensation for time, travel and minor expenses as set by resolution of the Board of Directors or by Policy and Procedure for each regularly scheduled monthly meeting attended.

SECTION 3. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer being replaced.

## ARTICLE XI. ASSESSMENTS AND FEES.

SECTION 1. Failure to pay duly authorized assessments or use fees may lead to a Member being suspended, expelled, or named in a lawsuit for the collection of the indebtedness. A majority vote of the Board of Directors shall determine the action to be taken in each case.

SECTION 2. Purpose of Assessments. The assessments and use fees levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members of the Association, and in particular for the improvement and maintenance of the services and facilities devoted to this purpose, including the Common Areas.

SECTION 3. Basis of Assessments and Fees. The Board of Directors shall set Assessments in accordance with the size of the membership and the services and facilities that the Association is able to provide such membership. The mandatory annual assessment may be increased by the Board of Directors at not more than ten percent (10%) of the current assessment. If the Board of Directors recommends an increase of more than ten percent (10%) due to compelling needs, the increase request shall be presented to the Membership for a vote. Members must be in Good Standing and must be eligible to vote by written ballot. If an assessment increase larger than ten per cent (10%) is approved by the Membership, the approved assessment will be effective with the next billing cycle. Use fees, such as swimming fees, fitness fees, etc., will be set by the Board of Directors at such a rate as will provide adequate maintenance of the facilities in relation to the extent of their use.

**SECTION 4. Special Assessments for Capital Improvements.** In addition to the annual assessment, a special assessment may be declared, applicable to that year only, which may be collected on a monthly, quarterly or annual basis, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of fifty-one percent (51%), as provided for in the Covenants, of the ballots returned by mail, in person or by proxy, provided said vote meets the Quorum of the Members, as defined in Article II, Section 11. Such vote requires a minimum of thirty (30) days and a maximum of sixty (60) days written notice to all Members in Good Standing.

## **ARTICLE XII. BOOKS AND RECORDS.**

**SECTION 1.** Information contained within the books, records and papers of the Association shall be subject to inspection during reasonable business hours by any Member or Director by written request, pursuant to SB 05-100. Requests for copies of such information shall be filled within 48 hours, if possible, at a reasonable cost to the requesting party.

**SECTION 2.** The Covenants, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principle office of the Association, where copies may be obtained free of charge.

- A. Members of the Board of Directors who are not in charge of office administration are subject to this ruling.
- B. Under no circumstances will original documents be removed from the principle office of the Association.

## **ARTICLE XIII. AMENDMENTS.**

**SECTION 1.** These Bylaws may be amended at a regular or special meeting of the Board of Directors, or of the Members, at which proper notice was given and a quorum of the Board or Members is present in person or by proxy. Once a quorum is established, a majority ~~vote~~ of those eligible to vote is required to these Bylaws.

**SECTION 2.** In the case of any conflict between the Articles of Incorporation and these Bylaws, except with respect to the number of directors that shall comprise the Board of Directors, the Articles shall control; and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

**SECTION 3.** These Bylaws are subject to, and superseded to the extent necessary by the laws of the State of Colorado.

SECTION 4. Typographical and/or grammatical errors may be corrected without membership approval as long as the correction(s) does not change the context of the paragraph. Any corrections so made must be ratified by the Board of Directors at the next regularly scheduled monthly meeting of the Board of Directors.

ARTICLE XIV.  
MISCELLANEOUS.

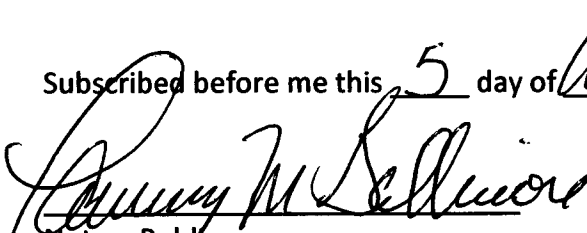
SECTION 1. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

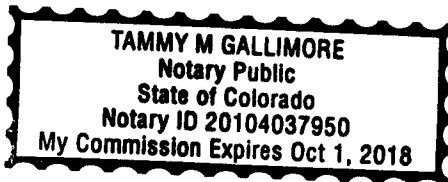
SECTION 2. These Bylaws of the Cripple Creek Mountain Estates Property Owners' Association are amended July 30, 2016 and supersede all previous Bylaws in its entirety.

 8/5/16  
\_\_\_\_\_  
PRESIDENT DATE

 8/5/16  
\_\_\_\_\_  
SECRETARY/TREASURER DATE

Subscribed before me this 5 day of August, 2016.

  
\_\_\_\_\_  
Notary Public



**CRIPPLE CREEK MOUNTAIN ESTATES  
NO. 8  
TELLER COUNTY, COLORADO**

KNOW ALL MEN BY THESE PRESENTS:

THAT GOLDEN CYCLELAND CORP. A COLORADO CORPORATION, ROBERT R. YAMMOROUGH, VICE PRESIDENT AND L.L. NICHOLS JR. ASSISTANT SECRETARY BEING THE PARTIES IN INTEREST TO THAT PART OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 70 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF CRIPPLE CREEK MOUNTAIN ESTATES, FILING NO. 1, AS RECORDED IN PLAT BOOK D AT PAGES 7 AND 8 UNDER RECEPTION NUMBER 205519 OF THE RECORDS OF TELLER COUNTY, COLORADO, SAID POINT BEING THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MIDDAY PLACE AND THE EASTERLY RIGHT-OF-WAY LINE OF BENNETT DRIVE; THENCE S 54°05'00" E, 11.70 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 46°00'00", A RADIUS OF 144.74 FEET, AND AN ARC LENGTH OF 116.21 FEET; THENCE N 79°55'00" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 134.28 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 48°41'10", A RADIUS OF 164.69 FEET, AND AN ARC LENGTH OF 139.95 FEET; THENCE N 31°13'50" E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 90.83 FEET; THENCE S 58°46'10" E, 60.00 FEET; THENCE S 50°08'54" E, 37.00 FEET; THENCE S 13°07'40" E, 125.36 FEET TO CORNER NUMBER 3 OF THE JEWETT LODGE CLAIM MINERAL SURVEY NO. 13837; THENCE CONTINUE S 13°07'40" E ALONG LINE 3-2 OF SAID JEWETT CLAIM, 937.06 FEET TO CORNER NO. 2 OF SAID JEWETT CLAIM; THENCE S 03°36'53" W, 309.61 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE CONTINUE S 00°20'26" E ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 933.36 FEET; THENCE S 86°51'15" W, 1168.14 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID CRIPPLE CREEK MOUNTAIN ESTATES, FILING NO. 1; THENCE N 00°00'00" E ALONG SAID EASTERLY BOUNDARY 235.00 FEET; THENCE N 23°49'00" E ALONG SAID EASTERLY BOUNDARY 924.96 FEET; THENCE N 6°20'04" E ALONG SAID EASTERLY BOUNDARY, 363.36 FEET; THENCE N 20°27'34" E ALONG SAID EASTERLY BOUNDARY 457.74 FEET; THENCE N 13°06'28" W ALONG SAID EASTERLY BOUNDARY 264.57 FEET; THENCE N 54°05'00" W ALONG THE NORTHERLY BOUNDARY OF SAID CRIPPLE CREEK MOUNTAIN ESTATES, FILING NO. 1, 131.20 FEET; THENCE N 42°55'00" E ALONG SAID NORTHERLY BOUNDARY 60.45 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION WHICH BELONGS TO THE BUREAU OF LAND MANAGEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE S 86°51'15" W ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, 850.64 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID CRIPPLE CREEK MOUNTAIN ESTATES, FILING NO. 1; THENCE N 23°49'00" E ALONG SAID EASTERLY BOUNDARY, 152.28 FEET; THENCE N 6°20'04" E ALONG SAID EASTERLY BOUNDARY 36.50 FEET; THENCE N 87°14'05" E, 794.32 FEET; THENCE S 03°36'53" W 158.66 FEET TO THE POINT OF BEGINNING, CONTAINING 38256 ACRES.

HAVE CAUSED SAID TRACT OF LAND TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO LOTS, STREETS, AND EASEMENTS AS SHOWN ON THE ACCOMPANYING PLAT WHICH PLAT IS DRAWN TO A FIXED SCALE AS INDICATED THEREON AND ACCURATELY SETS FORTH THE BOUNDARIES AND DIMENSIONS OF SAID TRACT OF LAND AND THE SUBDIVISION THEREOF AND DO HEREBY RATIFY AND CONFIRM THIS PLAT IN EACH AND EVERY RESPECT. SAID SUBDIVISION SHALL BE KNOWN AS "CRIPPLE CREEK MOUNTAIN ESTATES NO. 8," TELLER COUNTY, COLORADO. ALL STREETS ARE HEREBY DEDICATED TO THE PUBLIC USE. ALL STREETS SHALL BE GRADED AND PROVIDED WITH PROPER DRAINAGE TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF TELLER COUNTY COLORADO. THIS SUBDIVISION OF THE ABOVE DESCRIBED PROPERTY DOES NOT INCLUDE MINERALS OR MINERAL RIGHTS OF RECORD.

IN WITNESS WHEREOF:

THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED  
GOLDEN CYCLE LAND CORP.

ATTEST: *L.L. Nichols Jr.*  
L.L. NICHOLS JR., ASSISTANT SEC.

STATE OF COLORADO : SS  
COUNTY OF TELLER

THE FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME BY GOLDEN CYCLE LAND CORP., A COLORADO CORPORATION THIS MY COMMISSION EXPIRES: *May 30, 1974*  
WITNESS MY HAND AND OFFICIAL SEAL:

I, ALLAN D. MILLER, A REGISTERED LAND SURVEYOR IN THE UNDER MY SUPERVISION AND THAT SAID PLAT ACCURATELY SHOWS BELIEF.

THE ADJOINING PLAT WAS APPROVED BY THE BOARD OF COMMISSIONERS

THE BOARD OF COUNTY COMMISSIONERS OF TELLER COUNTY WILLING AS A RESOLUTION TO THAT EFFECT HAS BEEN ADOPTED

NOTES:

ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A TEN (10) (2) CONTIGUOUS LOTS MAY BE TREATED AS ONE WHERE A BUILDING OR EASEMENT IS SHOWN ON THIS PLAT ARE BASED ON THE ASSUMED N 88°02'05" W.  
ALL LOT ACREAGE SHOWN ON THIS PLAT HAS BEEN DETERMINED BY THE RESIDENTS OF THE SANITATION FACILITY SHALL BE THE RESPONSIBILITY OF THE RESIDENTS.

STATE OF COLORADO : SS  
COUNTY OF TELLER

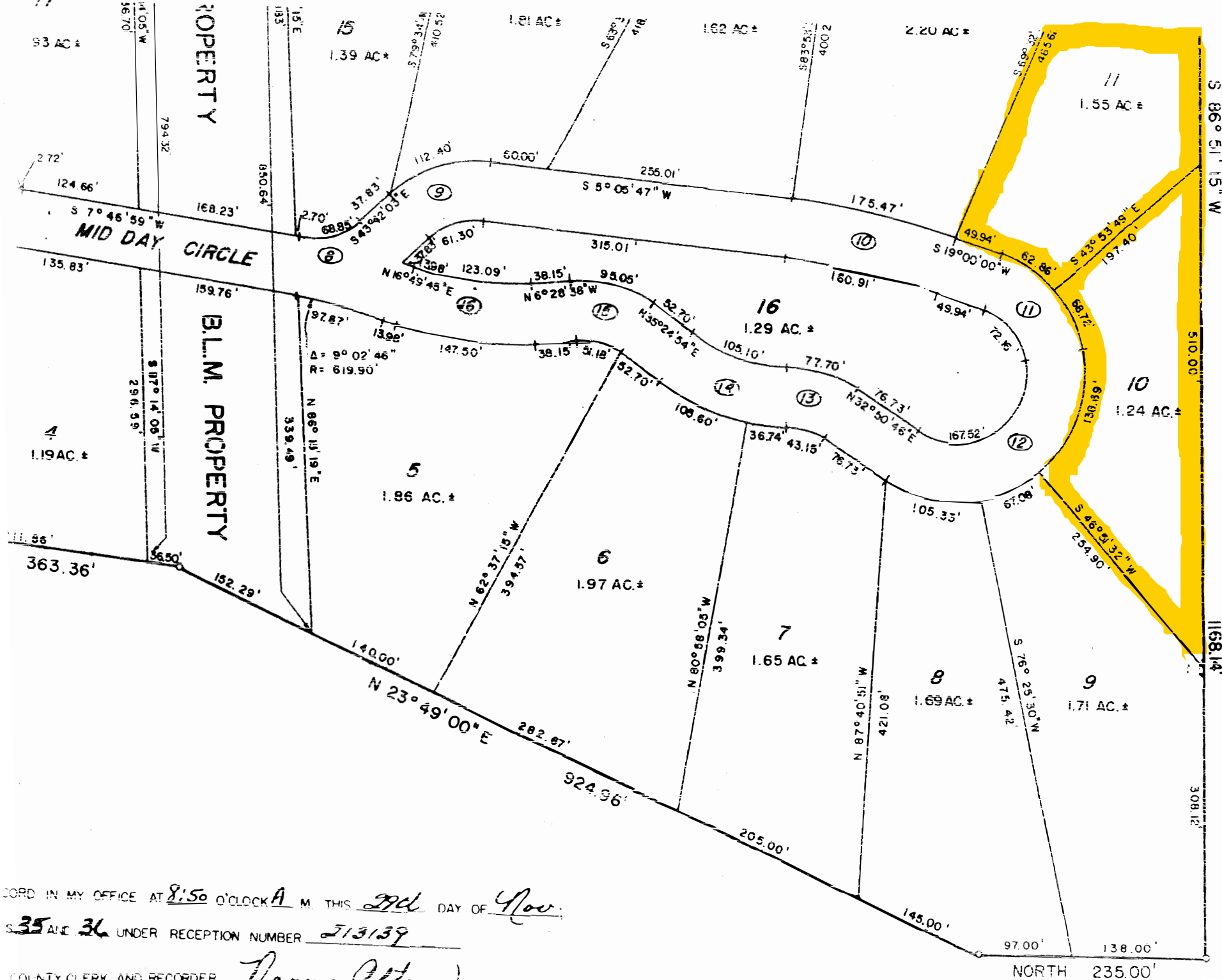
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN PLAT BOOK *E* AT PAGES *32* AND *34* UNDER RECEPTION NUMBER 205519

WATER STATEMENT

GOLDEN CYCLE LAND CORP., A COLORADO CORPORATION HAS CAUSED THIS INSTRUMENT TO BE FILED FOR RECORD IN PLAT BOOK *E* AT PAGES *32* AND *34* UNDER RECEPTION NUMBER 205519 PENDING THE SUPPLYING OF WATER TO SAID TRACT OF LAND.

Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211

*This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.*



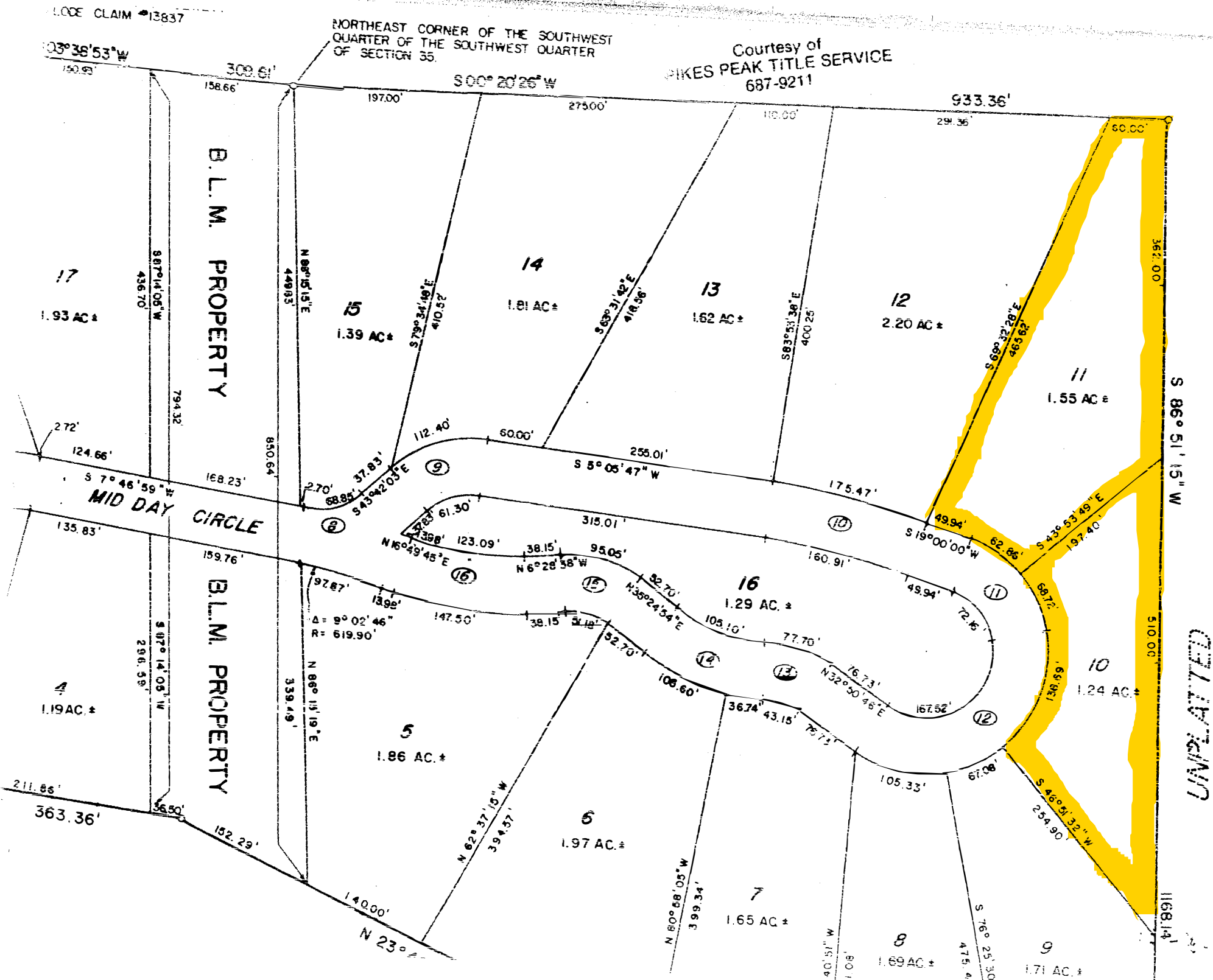
DEED

Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211

CORD IN MY OFFICE AT 8:50 O'CLOCK A M. THIS 29th DAY OF Nov.  
35 AND 36 UNDER RECEPTION NUMBER 213139  
 COUNTY CLERK AND RECORDER Norma Ottomaw

23° 35' 53" N

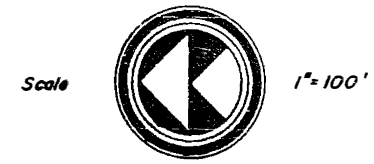
Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211



N 6° 20' 04" E 363.36'



# CRIPPLE CREEK MOUNTAIN ESTATES NO. 8 TELLER COUNTY, COLORADO

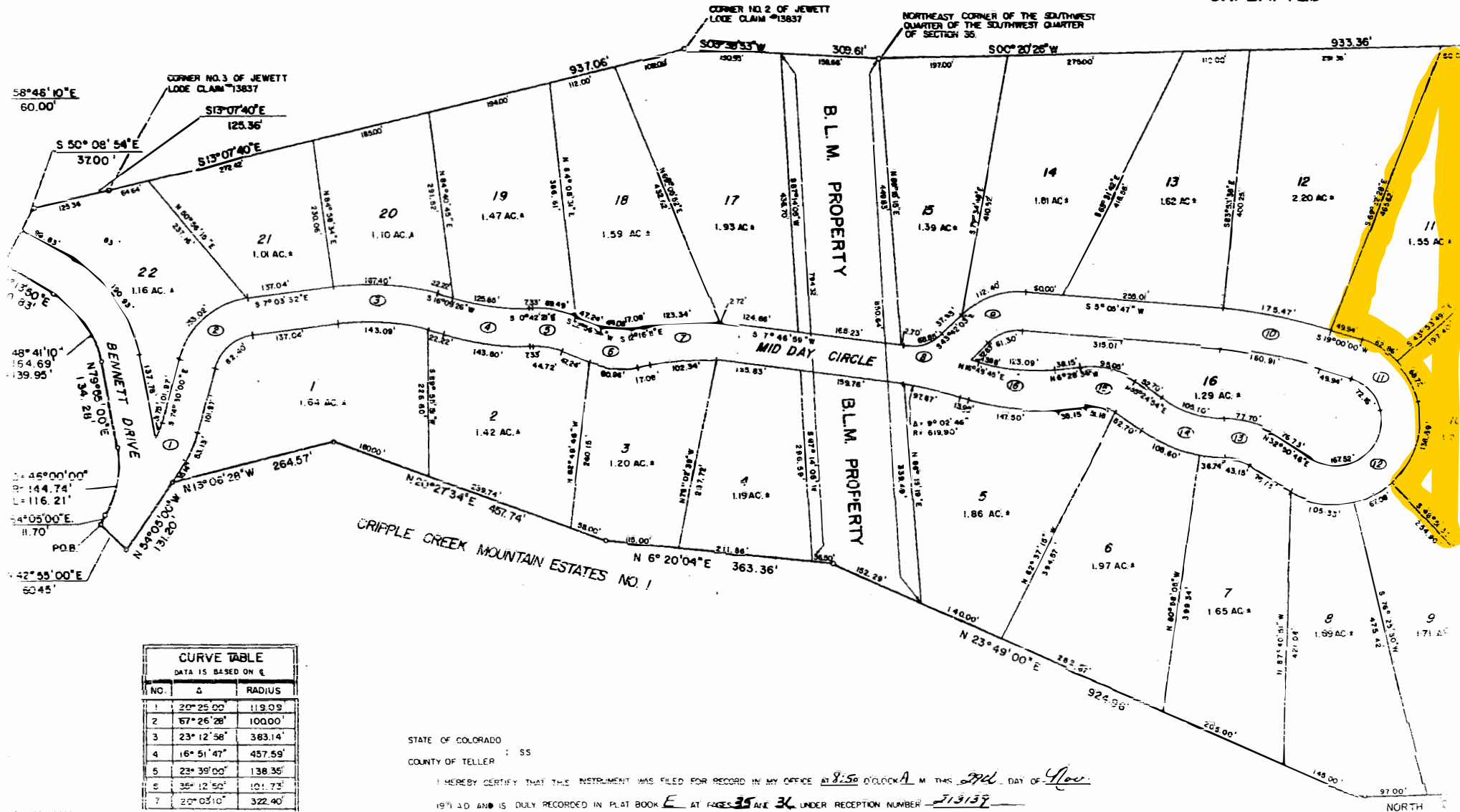


Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211



UNPLATTED

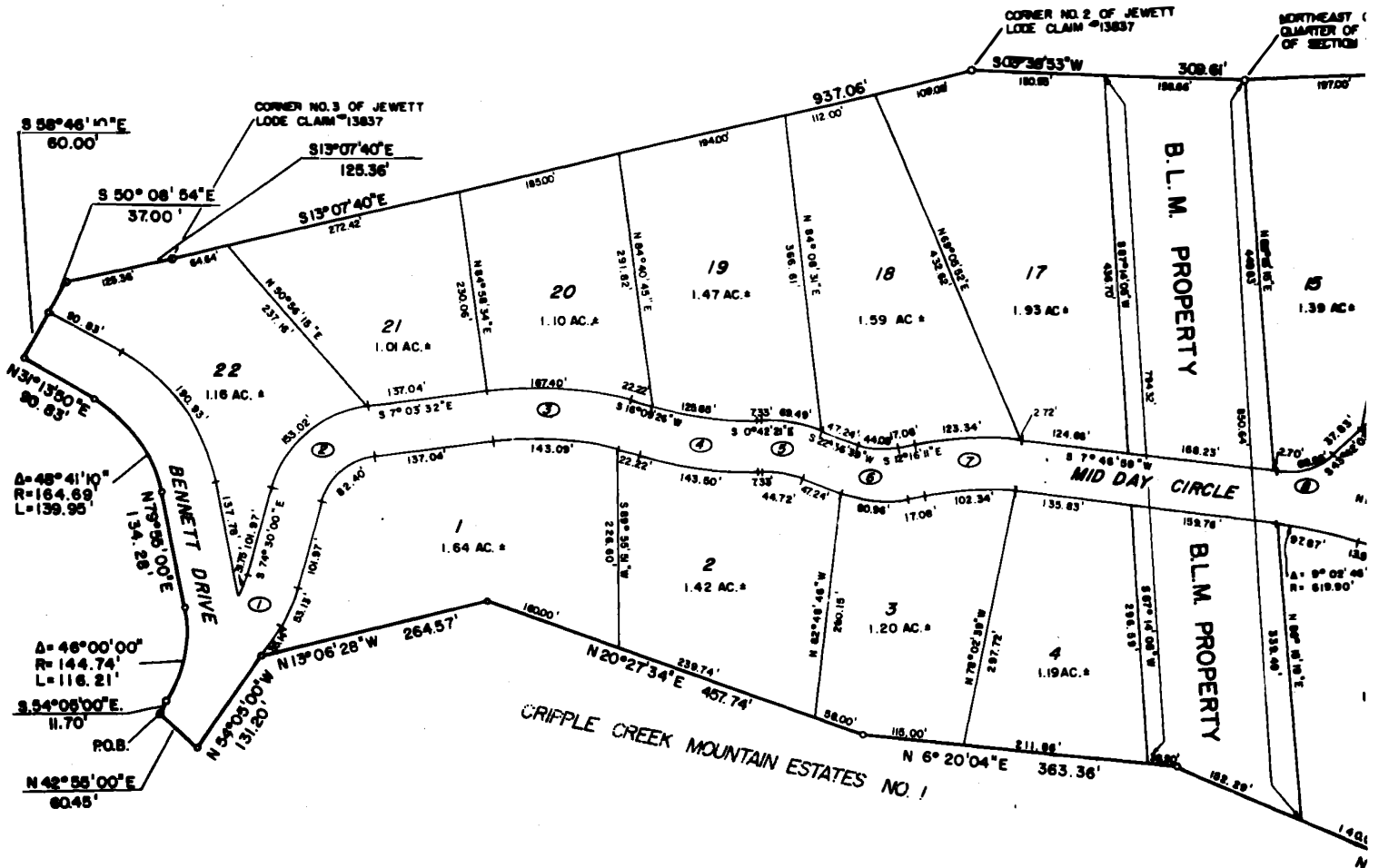
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| CURVE TABLE        |           |         |
|--------------------|-----------|---------|
| DATA IS BASED ON E |           |         |
| NO.                | Δ         | RADIUS  |
| 1                  | 20°25'00" | 119.09' |
| 2                  | 67°26'28" | 100.00' |
| 3                  | 23°12'58" | 383.14' |
| 4                  | 16°51'47" | 457.59' |
| 5                  | 23°39'00" | 138.35' |
| 6                  | 35°12'50" | 101.73' |
| 7                  | 20°03'10" | 322.40' |

# CRIPPLE CREEK MOUNTAIN ESTATES NO. 8 TELLER COUNTY, COLORADO

UNPLATTED



| CURVE TABLE        |            |        |
|--------------------|------------|--------|
| DATA IS BASED ON C |            |        |
| NO.                | Δ          | RADIUS |
| 1                  | 20°28'00"  | 118.09 |
| 2                  | 67°26'28"  | 100.00 |
| 3                  | 23°12'58"  | 383.14 |
| 4                  | 16°51'47"  | 487.59 |
| 5                  | 23°36'00"  | 138.36 |
| 6                  | 39°12'50"  | 101.73 |
| 7                  | 20°05'10"  | 322.40 |
| 8                  | 51°29'02"  | 106.62 |
| 9                  | 48°47'50"  | 101.98 |
| 10                 | 13°54'13"  | 693.10 |
| 11                 | 56°43'57"  | 102.98 |
| 12                 | 137°06'46" | 100.00 |
| 13                 | 32°55'40"  | 104.93 |
| 14                 | 30°33'48"  | 199.32 |
| 15                 | 41°53'32"  | 100.00 |
| 16                 | 23°16'23"  | 332.61 |

STATE OF COLORADO  
COUNTY OF TELLER : SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 2:50 O'CLOCK P. M. THIS  
1971 A.D. AND IS DULY RECORDED IN PLAT BOOK E AT PAGES 85 AND 86 UNDER RECEPTION NUMBER 5131

COUNTY CLERK AND RECORDER Norma A

# CRIPPLE CREEK MOUNTAIN NO. 8 TELLER COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT GOLDEN CYCLELAND CORP. A COLORADO CORPORATION, ROBERT R. YARBROUGH, VICE PRESIDENT AND L.L. NICHOLS JR. ASSISTANT SECRETARY BEING THE PARTIES IN INTEREST TO THAT PART OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 70 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF CRIPPLE CREEK MOUNTAIN ESTATES, FILING NO. 1, AS RECORDED IN PLAT BOOK D AT PAGES 7 AND 8 UNDER RECEPTION NUMBER 205519 OF THE RECORDS OF TELLER COUNTY, COLORADO, SAID POINT BEING THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MIDDAY PLACE AND THE EASTERLY RIGHT-OF-WAY LINE OF BENNETT DRIVE; THENCE S 54°05'00" E, 11.70 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 46°00'00", A RADIUS OF 144.74 FEET, AND AN ARC LENGTH OF 116.21 FEET; THENCE N 79°55'00" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 134.28 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 48°41'10", A RADIUS OF 164.69 FEET, AND AN ARC LENGTH OF 139.95 FEET; THENCE N 31°13'50" E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 90.83 FEET; THENCE S 58°46'10" E, 60.00 FEET; THENCE S 50°08'54" E, 37.00 FEET; THENCE S 13°07'40" E, 125.36 FEET TO CORNER NUMBER 3 OF THE J. WETT LOOSE CLAIM MINERAL SURVEY NO. 13837; THENCE CONTINUE S 13°07'40" E ALONG LINE 3-2 OF SAID J. WETT CLAIM, 937.06 FEET TO CORNER NO. 2 OF SAID J. WETT CLAIM; THENCE S 03°38'53" W, 309.81 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE CONTINUE S 00°20'26" E ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 933.36 FEET; THENCE S 86°51'15" W, 1168.14 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID CRIPPLE CREEK MOUNTAIN ESTATES, FILING NO. 1; THENCE N 10°00'00" E ALONG SAID EASTERLY BOUNDARY 238.00 FEET; THENCE N 23°49'00" E ALONG SAID EASTERLY BOUNDARY 924.96 FEET; THENCE N 6°20'04" E ALONG SAID EASTERLY BOUNDARY, 363.36 FEET; THENCE N 20°27'34" E ALONG SAID EASTERLY BOUNDARY 457.74 FEET; THENCE N 13°06'28" W ALONG SAID EASTERLY BOUNDARY 264.57 FEET; THENCE N 54°05'00" W ALONG THE NORTHERLY BOUNDARY OF SAID CRIPPLE CREEK MOUNTAIN ESTATES, FILING NO. 1, 131.20 FEET; THENCE N 42°55'00" E ALONG SAID NORTHERLY BOUNDARY 60.45 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION WHICH BELONGS TO THE BUREAU OF LAND MANAGEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE S 86°15'15" W ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, 850.84 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID CRIPPLE CREEK MOUNTAIN ESTATES, FILING NO. 1; THENCE N 23°49'00" E ALONG SAID EASTERLY BOUNDARY, 152.28 FEET; THENCE N 6°20'04" E ALONG SAID EASTERLY BOUNDARY 36.50 FEET; THENCE N 87°14'05" E, 794.32 FEET; THENCE S 03°38'53" W 158.66 FEET TO THE POINT OF BEGINNING, CONTAINING 38256 ACRES.

HAVE CAUSED SAID TRACT OF LAND TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO LOTS, STREETS, AND EASEMENTS AS SHOWN ON THE ACCOMPANYING PLAT WHICH PLAT IS DRAWN TO A FIXED SCALE AS INDICATED THEREON AND ACCURATELY SETS FORTH THE BOUNDARIES AND DIMENSIONS OF SAID TRACT OF LAND AND THE SUBDIVISION THEREOF AND DO HEREBY RATIFY AND CONFIRM THIS PLAT IN EACH AND EVERY RESPECT. SAID SUBDIVISION SHALL BE KNOWN AS "CRIPPLE CREEK MOUNTAIN ESTATES NO. 8," TELLER COUNTY, COLORADO. ALL STREETS ARE HEREBY DEDICATED TO THE PUBLIC USE. ALL STREETS SHALL BE GRADED AND PROVIDED WITH PROPER DRAINAGE TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF TELLER COUNTY COLORADO. THIS SUBDIVISION OF THE ABOVE DESCRIBED PROPERTY DOES NOT INCLUDE MINERALS OR MINERAL RIGHTS OF RECORD.

IN WITNESS WHEREOF:

THE UNDERSIGNED HAVE CAUSED THESE

ATTEST:   
L.L. NICHOLS JR. ASSISTANT

STATE OF COLORADO : SS  
COUNTY OF TELLER

THE FOREGOING STATEMENT WAS ADOPTED  
GOLDEN CYCLE LAND CORP., A COLORADO  
MY COMMISSION EXPIRES: May 2  
WITNESS MY HAND AND OFFICIAL SEAL:

I, ALLAN D. MILLER, A REGISTERED L  
UNDER MY SUPERVISION AND THAT SAID  
BELIEF.

THE ADJOINING PLAT WAS APPROVED BY

THE BOARD OF COUNTY COMMISSIONERS  
TIME AS A RESOLUTION TO THAT EFFECT

NOTES:

ALL SIDE AND REAR LOT LINES ARE S  
(2) CONTIGUOUS LOTS MAY BE TREATED  
ALL BEARINGS AS SHOWN ON THIS PLAT  
ASSUMED N 88°42'05" W.  
ALL LOT ACREAGE SHOWN ON THIS PLAT  
SANITATION FACILITY

STATE OF COLORADO : SS  
COUNTY OF TELLER

I HEREBY CERTIFY THAT THIS INSTRUMENT  
DULY RECORDED IN PLAT BOOK E A

WATER STATEMENT  
GOLDEN CYCLE LAND CORP., A COLORADO  
FILING NUMBER 8 PENDING THE SUPPLY

CREEK MOUNTAIN ESTATES  
NO. 8  
TELLER COUNTY, COLORADO

ASSISTANT SECRETARY  
SHE PARTICULARLY  
PLAT BOOK D  
POINT OF  
NETT DRIVE; THENCE  
JS OF 166.74 FEET;  
34.28 FEET; THENCE  
TH OF 139.95 FEET;  
.00 FEET; THENCE  
RAL SURVEY NO.  
JEWETT CLAIM;  
F SAID SECTION  
138 FEET; THENCE  
NG NO. 1; THENCE  
.96 FEET; THENCE  
.74 FEET; THENCE  
SAID CRIPPLE  
FEET TO THE POINT  
AS FOLLOWS:  
E 80°15'15"W  
POINT ON THE  
RLY BOUNDARY.  
THENCE S 03°30'53"W  
ON THE ACCOMPANYING  
DIMENSIONS OF SAID  
T. SAID SUBDIVI-  
BY DEDICATED TO THE  
F COUNTY  
MINERALS OR

IN WITNESS WHEREOF:

THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 22 DAY OF NOV, 1971 A.D.  
GOLDEN CYCLE LAND CORP., A COLORADO CORPORATION

ATTEST: L.L. NICHOLS JR.  
L.L. NICHOLS JR., ASSISTANT SEC.

BY: Robert R. Yarbrough  
ROBERT R. YARBROUGH, VICE PRESIDENT



STATE OF COLORADO : SS  
COUNTY OF TELLER

THE FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT R. YARBROUGH AS VICE PRESIDENT AND L.L. NICHOLS JR. AS ASSISTANT SECRETARY OF GOLDEN CYCLE LAND CORP., A COLORADO CORPORATION THIS 22 DAY OF NOV, 1971 A.D.  
MY COMMISSION EXPIRES: May 29, 1974  
WITNESS MY HAND AND OFFICIAL SEAL: Lois J. Lewis  
NOTARY PUBLIC



I, ALLAN D. MILLER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE TRACT SHOWN ON THE ACCOMPANYING PLAT WAS SURVEYED UNDER MY SUPERVISION AND THAT SAID PLAT ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND THE SUBDIVISION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Allan D. Miller  
REGISTERED LAND SURVEYOR NO. 5076



THE ADJOINING PLAT WAS APPROVED BY THE BOARD OF COMMISSIONERS OF TELLER COUNTY, COLORADO THIS 22 DAY OF NOV, 1971 A.D.

CHAIRMAN: Ray C. Perry William H. Marshall

THE BOARD OF COUNTY COMMISSIONERS OF TELLER COUNTY WILL NOT ACCEPT FOR MAINTENANCE THE ROADS AND OTHER PUBLIC WAYS IN THIS SUBDIVISION UNTIL SUCH TIME AS A RESOLUTION TO THAT EFFECT HAS BEEN ADOPTED BY SAID BOARD AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF TELLER COUNTY, COLORADO.

NOTES:

- ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A TEN (10) FOOT UTILITY EASEMENT LYING TEN (10) FEET ON EITHER SIDE OF SAID LOT LINES EXCEPT THAT TWO (2) CONTIGUOUS LOTS MAY BE TREATED AS ONE WHERE A BUILDING IS CONSTRUCTED OVER THE DIVIDING LINE PRIOR TO ACTUAL USE OF SAID UTILITY EASEMENT
- ALL BEARINGS AS SHOWN ON THIS PLAT ARE BASED ON THE SOUTH LINE OF SECTION 13, T. 12 S, R 71 W OF THE 6TH P.M. TELLER COUNTY COLORADO WHICH WAS ASSUMED N 88°02'05" W.
- ALL LOT ACREAGE SHOWN ON THIS PLAT HAS BEEN DETERMINED BY PLANIMETERING.
- SANITATION FACILITY SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.

STATE OF COLORADO : SS  
COUNTY OF TELLER

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 11:00 A.M. THIS 22 DAY OF NOV, 1971  
DULY RECORDED IN PLAT BOOK E AT PAGES 35 AND 36 UNDER RECEPTION NUMBER 262139

COUNTY CLERK AND RECORDER: Norma Altman



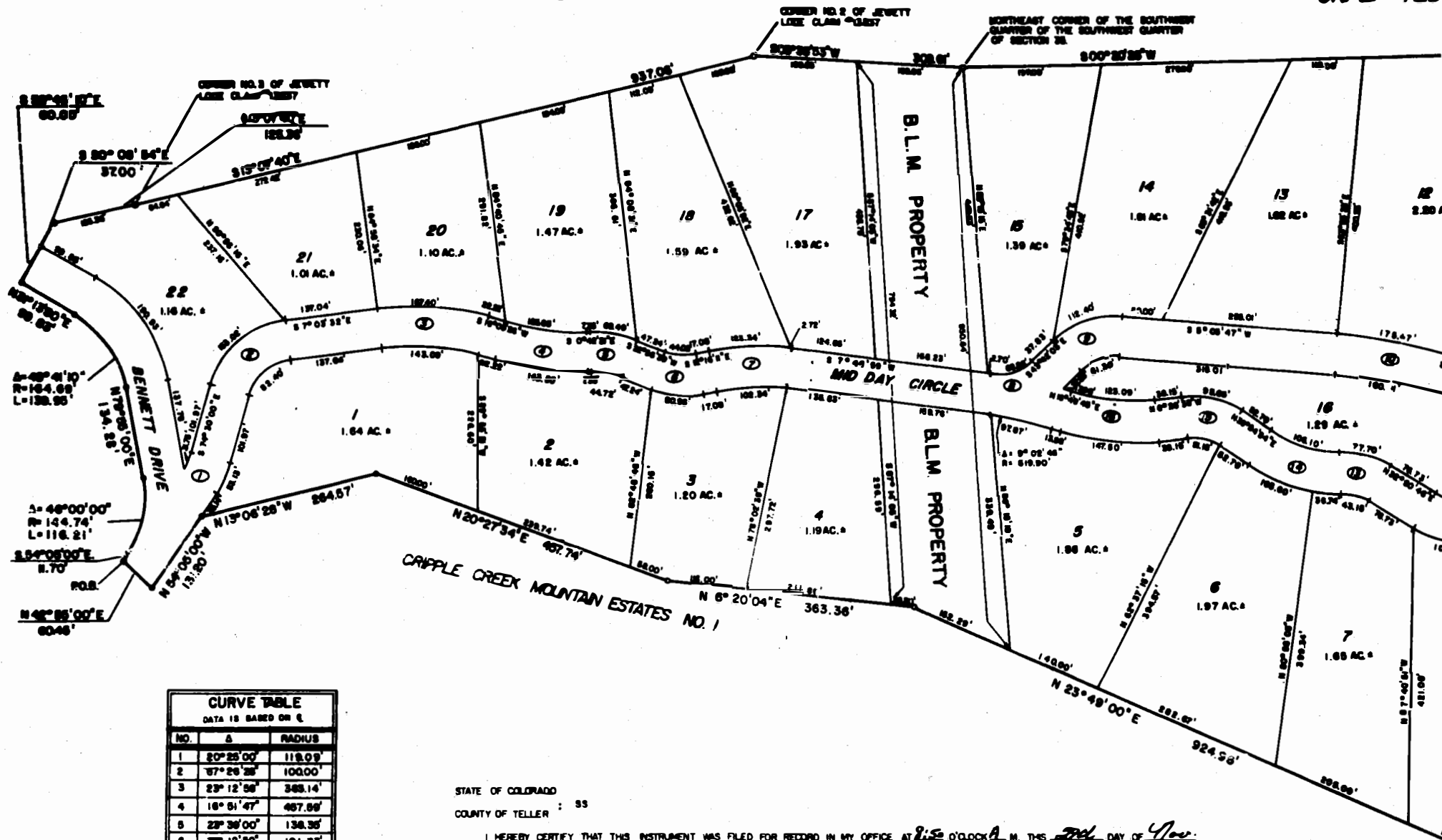
WATER STATEMENT

GOLDEN CYCLE LAND CORP., A COLORADO CORPORATION HAS OBLIGATED ITSELF TO SUPPLY WATER IN EACH LOT IN THE SAID CRIPPLE CREEK MOUNTAIN ESTATES  
FILING NUMBER 8 PENDING THE SUPPLYING OF WATER TO SAID LOTS BY A DULY ORGANIZED DISTRICT.

CCME 40

UNPLATTED

UNPLATTED

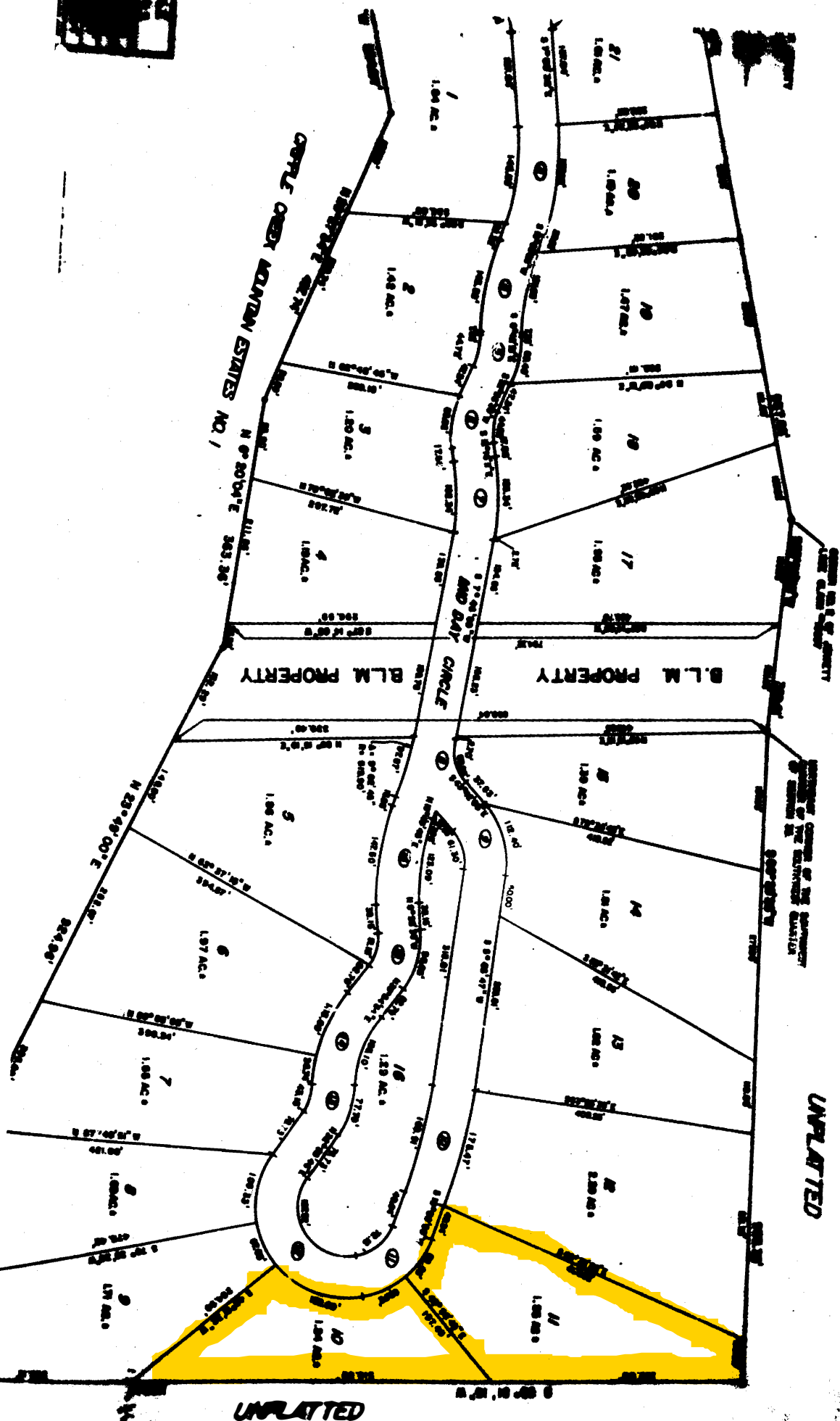


| CURVE TABLE        |              |         |
|--------------------|--------------|---------|
| DATA IS BASED ON C |              |         |
| NO.                | Δ            | RADIUS  |
| 1                  | 20° 25' 00"  | 118.09' |
| 2                  | 57° 26' 38"  | 100.00' |
| 3                  | 29° 12' 58"  | 388.14' |
| 4                  | 18° 01' 47"  | 487.88' |
| 5                  | 29° 38' 00"  | 138.35' |
| 6                  | 30° 12' 50"  | 101.73' |
| 7                  | 20° 08' 10"  | 388.40' |
| 8                  | 01° 29' 02"  | 108.82' |
| 9                  | 48° 47' 50"  | 101.98' |
| 10                 | 13° 54' 13"  | 693.10' |
| 11                 | 84° 43' 57"  | 102.88' |
| 12                 | 137° 06' 48" | 100.00' |
| 13                 | 32° 08' 40"  | 104.93' |
| 14                 | 30° 33' 48"  | 199.38' |
| 15                 | 41° 03' 32"  | 100.00' |
| 16                 | 23° 18' 23"  | 332.81' |

STATE OF COLORADO  
COUNTY OF TELLER : 33

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 2:50 O'CLOCK P.M. THIS 24th DAY OF Nov. 1971 A.D. AND IS DULY RECORDED IN PLAT BOOK E AT PAGE 25 AND 26 UNDER RECEPTION NUMBER 213139

COUNTY CLERK AND RECORDER Norma O'Brien



UNPLATTED

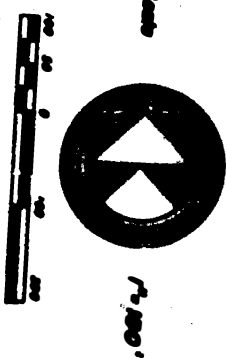
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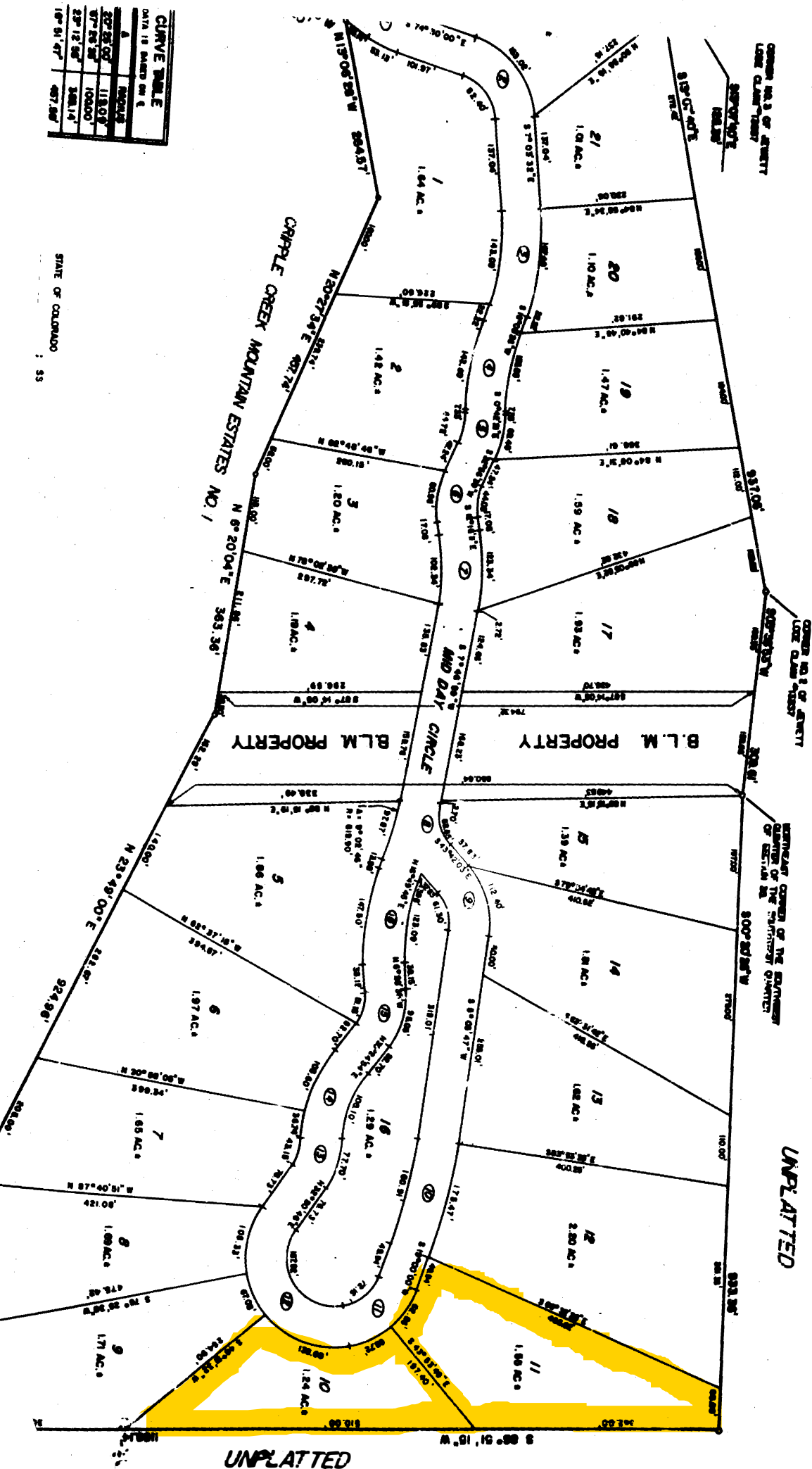
# Cripple Creek Mountain Estates No. 8 Teller County, Colorado

UNPLATTED

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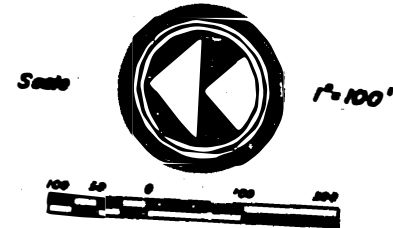


| CURVE TABLE       |         |         |
|-------------------|---------|---------|
| DATA IS BASED ON: |         |         |
| Δ                 | Radius  | Chord   |
| 20° 25' 00"       | 118.01' | 40.00'  |
| 27° 25' 00"       | 100.00' | 34.20'  |
| 23° 12' 00"       | 348.14' | 167.58' |
| 16° 01' 47"       | 467.58' |         |



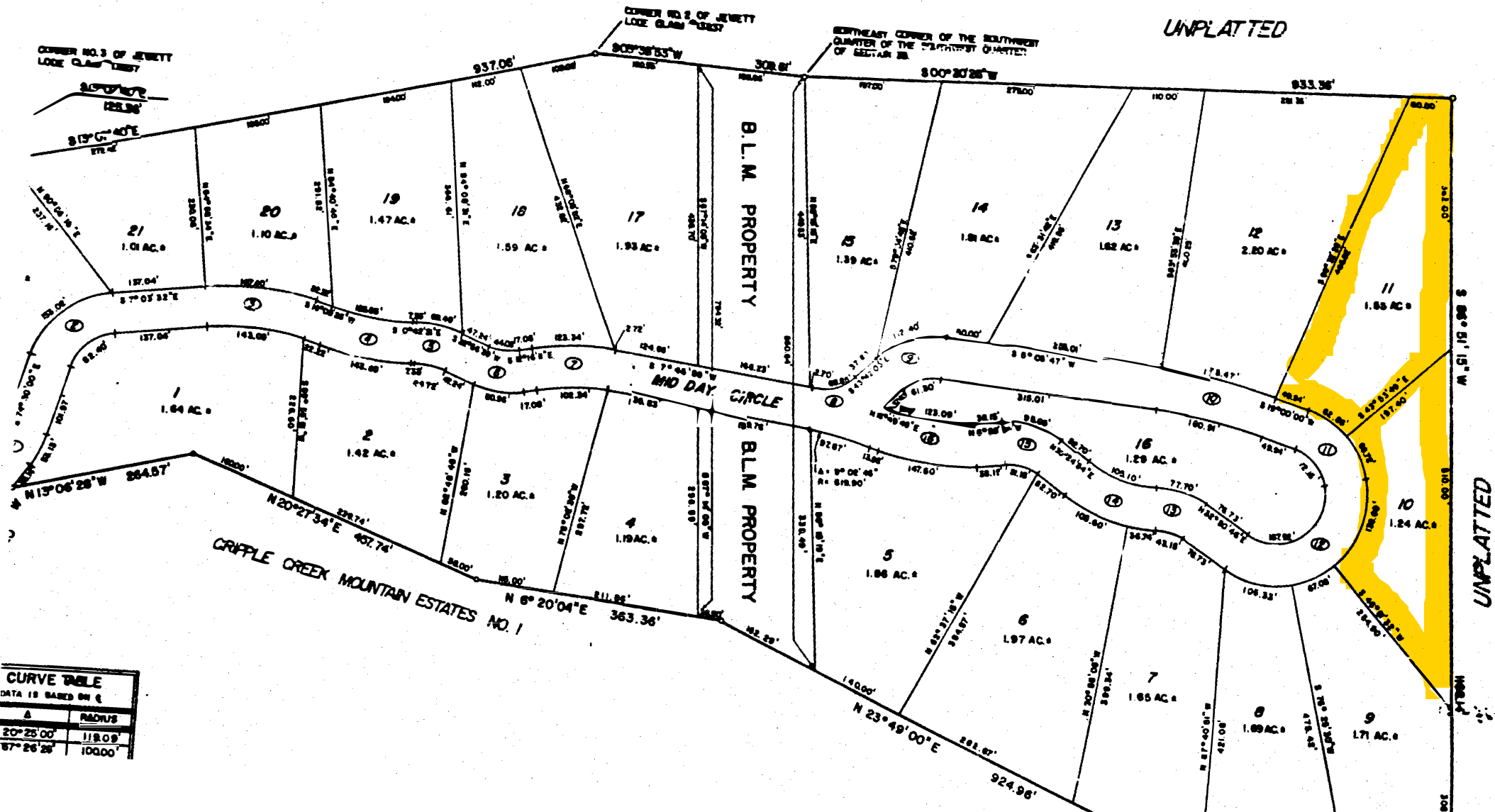


# CRIPPLE CREEK MOUNTAIN ESTATES NO. 8 TELLER COUNTY, COLORADO



UNPLATTED

UNPLATTED



| CURVE TABLE        |         |
|--------------------|---------|
| DATA IS BASED ON C |         |
| Δ                  | RADIUS  |
| 20° 25' 00"        | 118.09' |
| 67° 26' 26"        | 100.00' |