



Colorado Mountain Estates POA, Inc.
P.O. Box 626
Florissant, CO 80816

Please be advised pursuant to the DECLARATION OF COVENANTS, CONTROL AND RESTRICTIONS, ARTICLE V, ARCHITECTURAL CONTROL, and the COLORADO COMMON INTEREST OWNERSHIP ACT §38-33.3-302 (a) the BOARD OF DIRECTORS hereof together with the ARCHITECTURAL CONTROL COMMITTEE is giving notice of clarification, definitization and compliance of the following sections of the rules originally recorded in the Office of the Clerk and Recorder, Teller County, Colorado on April 20, 2006, January 20, 2005, and September 15, 2003 and in compliance with CCIOA and Colorado Senate Bill 05-100/089.

All recorded restrictive rules must be met and adhered to by All property owners/representatives of property owners, members, contractors, and other persons or entities affected within the legal platted area of the subdivision known as COLORADO MOUNTAIN ESTATES.

(Inquiries should be sent to the Colorado Mountain Estates Property Owners Association, Inc. at P.O. Box 626, Florissant, CO 80816-0626.)



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Patricia A Crowson
Teller County



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The following Sections contain updates, modifications and clarifications from the previous filed document.

NUISANCE RULE.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Household pets (See definition below- CRS§35-80-102) shall not be a source of annoyance or nuisance to the neighborhood or other Lot Owners. No Dog boarding or Kennels are allowed in CME. The CME Board shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other owners, and such determination shall be conclusive. Pets shall be attended at all times, on a leash and shall be registered, licensed and inoculated as may, from time to time, be required by Teller County law.

a) Household Pet:

"Pet animal" means dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, and invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined (in section b). "Pet animal" does not include an animal that is used for working purposes on a farm or ranch.

b) Livestock means cattle, horses, mules, burros, sheep, poultry, swine, llama, and goats, regardless of use, and any animal that is used for working purposes on a farm or ranch, and any other animal designated by the commissioner, which animal is raised for food or fiber production.

ARCHITECTURAL BUILDING RULE'S

*Structures are defined as:

Any manmade object the placement of which upon any residential use lot may affect the appearance of such lot; and any disturbance of the land which effects the surface flow of water on a lot; and any change of grade on a lot. For the purposes of this definition, flagpoles, utilities such as wells, utility poles, gas lines, propane tanks, septic tanks, cisterns, or any utility in an easement shall not be considered as a structure.





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DRIVEWAYS:

All driveways or any access roads built on any property within CMEPOA must be only for the residential use on that property. All properties within CMEPOA must be used for residential purposes only and for no other purpose. All driveways (access roads) must be reviewed by the Architectural committee as part of the Structural Review process and must have a Teller County driveway (access road) permit. Driveways (access roads) that serve any area outside of the CMEPOA subdivision are not allowed on any lot within CMEPOA.

MOTOR HOMES, TRAVEL, BOAT, UTILITY AND CAMPER TRAILERS RULE

Specific Requirements are required for this rule. They are, but not limited to:

MANDATORY DISPUTE RESOLUTION RULE

The Association (CMEPOA, Inc.), in accordance with CRS 38-33.3-124 (see below) hereby adopts mandatory mediation for all disputes involving Covenant Violations. Such mediation will be binding on both parties. Both Parties will enter such Mediation when any covenant violation is non-compliant fifteen days after the third notice of such violation.

All mediation will occur at the Office of Dispute Resolution, 4th Judicial District located at 20 E. Vermijo, Suite B23; Colorado Springs, CO 80903. Both parties will share the financial cost of the binding mediation.

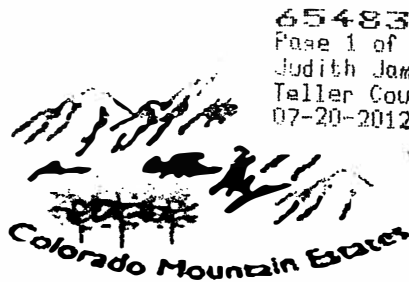
CRS 38-33.3-124 Legislative declaration - alternative dispute resolution encouraged - policy statement required.

(1) (a) The general assembly finds and declares that the cost, complexity, and delay inherent in court proceedings make litigation a particularly inefficient means of resolving neighborhood disputes. Therefore, common interest communities are encouraged to adopt protocols that make use of mediation or arbitration as alternatives to, or preconditions upon, the filing of a complaint between a unit owner and association in situations that do not involve an imminent threat to the peace, health, or safety of the community.

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Patricia A. Crowson
Teller County



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Page 1 of 9
Judith Jamison, Clerk & Recorder
Teller County, Colorado
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REVISED BYLAWS OF THE COLORADO MOUNTAIN ESTATES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is COLORADO MOUNTAIN ESTATES PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Colorado Mountain Estates, Florissant, Colorado 80816. Meetings of members and directors may be held at any place within the state of Colorado as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

- Section 1.** "Association" shall mean and refer to COLORADO MOUNTAIN ESTATES PROPERTY OWNERS ASSOCIATION, INC., its successors, and assignees as reorganized in 2003 under a judicial order and according to the laws of the Colorado Non-Profit Act of 1998.
- Section 2.** "Properties" shall mean and refer to that certain real property platted within the boundaries of Colorado Mountain Estates, Teller County, and such additions thereto as may hereafter be brought within the jurisdiction of this Association.
- Section 3.** "Common Area" shall mean the real property owned by the Association for the common use and enjoyment of the owner/members. Lakes, ponds, picnic Grounds, and Bulletin Boards are considered common areas. Miscellaneous lots owned by CMEPOA are not considered common areas.
- Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas.
- Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot but excluding those having such interest merely as security for the performance of an obligation.

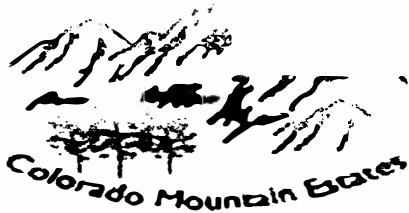


Section 6. "Member shall mean and refer to those persons who are owners of any lot in the subdivision(s) known as Colorado Mountain Estates.

ARTICLE III

MEETING OF MEMBERS

- Section 1. Annual Meetings.** The annual meeting of the members shall be held on a date, time and place as determined by the Board of Directors of the corporation. Written notice of each meeting of the meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 10 days nor more than 50 days in advance of such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. The purpose of the annual meeting of the members shall be to elect any director whose term has expired and review such other matters as may come before the meeting.
- Section 2. Special Meeting.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of twenty-nine percent (29%) of all of the members who are entitled to vote.
- Section 3. Notice of Meetings.** Neither less than three (3) nor more than fifty (50) days in advance of any meeting of the lot owners, the secretary or other officer specified authorized to call the meeting shall post notice of the meeting on the CME website and on the CME bulletin board. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. Quorum.** The presence of the total of members at the meeting of members entitled to cast votes, upon proper notice as provided in "Section 3" above SHALL CONSTITUTE A QUORUM for any action except as otherwise provided in the Articles of Incorporation, or these Bylaws.
- Section 5. Absentee Ballots.** Each property owner who is current with the Association dues will be given the right to vote either in person or by absentee ballot on any item subject to a vote by the entire membership.



ARTICLE IV

VOTING RIGHTS

The Association shall have one class of voting membership. Voting members shall all be lot owner members and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, only one such person shall be a voting member. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Co-owners of each lot owned by more than one person shall designate in writing to the secretary of the Association whom the designated voter shall be. Any member shall be entitled to vote only if he/she a member in good standing, is current in payment of all annual and any special assessments on his/her lot(s) and is not in violation of the covenants or rules.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

- Section 1. Number.** A Board of seven (7) directors, who must be members of the Association, shall manage the affairs of this Association. There shall be elected seven permanent members of the Board, who will take office after the annual meeting. The seven elected members at their first meeting will decide which three members will serve for two years. The remaining four will serve a one-year term.
- Section 2. Term of Office.** Three directors will serve two-year terms and four will serve a one year term. The second year and each succeeding year, three directors will be retained from the previous year, three directors will be elected to serve a two-year term; and one director will be elected to serve a one-year term. No director will serve more than two consecutive terms, but may run for election to a new term after an absence from the Board of two years.
- Section 3. Removal.** Any director may be removed from the board, with or without cause, by a majority of votes of members who constitute a quorum at the annual or any special meeting duly called and noticed. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties with prior approval of the Board of Directors.



Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be by written ballots sent out 50 days prior to the annual meeting to all eligible voting members.

Section 2. Election. Voting shall be by written ballot. Two (2) persons, who may or may not be members, shall be appointed by the president to tabulate the ballots and certify the results. The written ballots shall be open to inspection at the meeting to any member present. The ballots shall be destroyed by the secretary within 5 days following the adjournment of the meeting. The persons receiving the largest number of the votes shall be elected to fill available vacancies. Cumulative voting is not permitted.

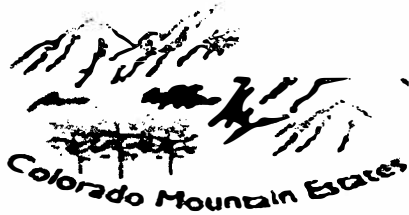
Section 3. Replacement. If for some reason a Board member leaves prior to the completion of their term, then another person may be appointed by the Board to fill the remainder of that term. The length of time remaining in the term to be filled is not relevant to the fact it is a term. A Board member filling the remainder of another Board members term is considered to have served "one term". The term is the time served until the expiration of that term, whether it is eighteen months or two months, it is a term.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. A regular monthly meeting of the Board of Directors shall be held, with notice posted on community bulletin board and website. The Board of Directors and may provide, by resolution, the time and place within the state of Colorado, for the holding of additional regular meetings without other notice than such resolution.

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, after not less than three (3) days personal notice to each director.



Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which each member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of publishes rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the covenants.
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without notice from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a financial statement thereof to the members at the annual meeting of the members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed, including but not limited to;
 - 1) fix the amount of the annual assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - 2) send written notice of each assessment to every owner subject thereto at last thirty (30) days in advance of each annual assessment period; and
 - 3) proceed an action of collection against any property for which assessments are not paid within ninety (90) days after due date or to bring any action at law against the owner personally obligated to pay the same.



- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of payment,
- (d) procure and maintain adequate liability and hazard insurance on property owned by the Association as the Board may deem appropriate;
- (e) procure and maintain adequate director and officer liability and bonding coverage as the Board may deem appropriate.
- (f) cause the common areas to be maintained.
- (g) To create and maintain a reserve fund that insures there is the appropriate funds to maintain our lakes, dams, ponds, buildings, replace fences when need be, maintain the common areas, and replace/maintain other items of our existing capital structure.

ARTICLE IX

OFFICERS AND THEIR DUTIES

- Section 1. Enumeration of Officers.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members
- Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual Meeting of the members.
- Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
- Section 4. Special Appointments.** The Board 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 may, from time to time, determine.
- Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by majority vote of the Board or immediately if the member is not in good standing. Any officer may resign at any time giving written notice to the Board, 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Boards of Directors or of the members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board 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 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. The minutes of all meetings and proceedings shall be signed by the majority of the Board of Directors.

Accounting Administrator

The administrator shall have the responsibility for coordinating monthly financial statements with the CPA firm, which is retained to provide all financial records. The administrator shall ensure accuracy of budgeted items to actual expenditures with the CPA. The CPA firm shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements; receive all funds for the Association and for the preparation of all required financial data. The administrator shall disburse such checks as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association. When necessary, the administrator shall sign for deposits to be made to the Association bank account. The administrator shall develop an annual budget with the Board of Directors to be presented to the members at the Annual meeting, and make copies available for members; present CPA prepared statements of financial condition to the Board; and perform all other duties assigned to the administrator by the Board of Directors.



ARTICLE X

COMMITTEES

The Board of Directors shall appoint such committees from time as it deems appropriate in carrying out the purposes set forth in the, these Bylaws.

ARTICLE XI

BOOKS AND RECORDS

The financial and membership records of the corporation will be prepared and maintained by a Certified Public Accounting firm in addition with data supplied by the accounting administrator and secretary. The books, records and papers of the Association shall be subject to inspection by any member at the meeting of the Board of Directors or after written request, at all times, during reasonable business hours. 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 purchased at reasonable cost. All records for the corporation shall be maintained according to records retention listed in the CMEPOA Policies Manual

ARTICLE XII

ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due shall become delinquent. If the assessment is not paid within sixty (60) days after the due date, a delinquency fee shall be charged, and the Association may bring an action at law against the owner personally obligated to pay the past due assessment. Such actions may be, but are not limited to, collections, liens or other legal processes such as foreclosure on a lien against the property, and interest, costs, and all reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot. No member shall be entitled to vote should he or she be delinquent in payment of any assessment.



ARTICLE XIII

Documents Subject to Amending and the Voting Requirements

- Section 1. **Bylaws** may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person and by absentee ballot, or by a vote of a majority of the Board of Directors.
- Section 2. In case of any conflict between the Articles of Incorporation, the Declaration of Restrictive Covenants and these Bylaws, the Bylaws shall control.
- Section 3 **Articles of Incorporation** may be amended with at least 10% present of the eligible voting members present or represented by proxies/absentee ballots and a quorum of 2/3 to pass.
- Section 4 **Policies** may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person and by absentee ballot or by a vote of a majority of the Board of Directors.
- Section 5 **Declaration of Covenants, Conditions, and Restrictions** may be amended with at least 10% present of the eligible voting members present or represented by proxies/absentee ballots and a quorum of 2/3 to pass changes + 2/3 quorum of the Board of Directors.
- Section 6 **Rules and Regulations** may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person and by absentee ballot or by a vote of a majority of the Board of Directors.
- Section 7 **Architectural/Design Guidelines and Forms** may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person and by absentee ballot or by a vote of a majority of the Board of Directors.



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Page 1 of 6

Krystal Brown, Clerk & Recorder

Teller County, Colorado

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION, made this 20th day of February, 2016, by Colorado Mountain Estates Property Owners Association, INC., hereinafter called "CMEPOA".

WHEREAS, CMEPOA is the owner of certain lands in Teller County, Colorado, subdivided as shown on the plats thereof, recorded in the Plat Books of the Public Records of Teller County, Colorado, and designated as COLORADO MOUNTAIN ESTATES, Subdivision Nos. 1 through 12, and

WHEREAS, CMEPOA hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and that any prior restrictive covenants heretofore made by CMEPOA or Magnuson Corporation be hereby cancelled and set aside and replaced by the restrictive covenants herein declared, to wit:

ARTICLE I DEFINITIONS

1. "CMEPOA" shall mean and refer to COLORADO MOUNTAIN ESTATES PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.
2. "Owner" shall mean and refer to the beneficial owner, whether one or more persons or entities, of a fee simple title to any lot but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions therefore as may hereafter be brought within the jurisdiction of the association.
4. "Common Area" shall mean all real property (including the improvements thereto) owned by CMEPOA for the common use and enjoyment of the owners.
5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Areas.
6. "Member" shall mean and refer to those persons entitled to membership as provided in Article II, Paragraph 1.

ARTICLE II PROPERTY RIGHTS

1. Every member shall have a right and easement of enjoyment in and to the Common areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
 - a) the right of CMEPOA to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
 - b) the right of CMEPOA to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
 - c) the right of CMEPOA to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer approved by two-thirds (2/3) of the returned ballots by a total membership vote has been recorded.
2. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a lot is required to join the Colorado Mountain Estates Property Owners Association, and shall be a member of the association. Every other lot (Original owner as a non-member) shall become a member of CMEPOA upon execution of a legal sales agreement between the original owner and a new owner. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
2. CMEPOA shall have one class of voting membership called Owner Members. Each Owner-Member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. A member shall be entitled to vote only if he/she is current in payment of all annual and special assessments on his/her lot(s).

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

1. The Owner-Member of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association annual assessments or charges, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and

reasonable attorney's fees, shall also be the personal obligation of the person who was the owner member of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Areas.
3. Until January 1 of the year immediately following the release of this document, the assessment shall be \$35.28 per lot.
 - (a) From and after January 1, 2015, the annual assessment may be increased by the Board of Directors each year not more than 5% above the assessment for the previous year without a vote of the membership.
 - (b) From and after January 1, 2015, the annual assessment may be increased above 5% by a vote of the holders of two-thirds (2/3) of the membership vote represented at a meeting duly called for this purpose.
 - (c) The annual Common Expense Liability (dues) will not exceed \$300.00 without approval of two-thirds (2/3) the entire voting membership of the CMEPOA.
 - (d) General reasons for Dues increases will be provided to members attending a monthly Board of Directors meeting prior to implementation of the increase.
 - (e) In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided the following are met at a meeting duly called for this purpose. At any such called meeting, the presence of members, proxies entitled to cast, and ballots received equal to at least 10 percent (10%) of the total membership votes shall constitute a quorum. The requested Special Assessment may be levied provided a quorum has been established, and provided at least two-thirds (2/3) of the votes used to establish the quorum approve the Assessment.
4. All members will be notified of any meeting called for the purpose of taking action to increase dues by more than 5% above the assessment for the previous year, or for the purpose of levying a Special Assessment not less than 30 days or more than 60 days in advance of the meeting. The notification will include the proposed changes, meeting date and location, and vote due date. Notification will be made by regular mail, will be posted on the Association's web site, and will be sent via e-mail to those members with e-mail addresses on file. Members may return their ballot or proxy vote by regular mail.
5. Both annual and special assessments must be fixed at a uniform rate for all member lots. If requested by the individual member, Special Assessments in excess of \$50.00 may be paid in a maximum of 10 consecutive and equal monthly payments that will begin the first day of the month the Special Assessment becomes due. Members desiring a Special Assessment payment plan must submit a request in writing to the CME Accounting Administrator at least 30 days prior to the Special Assessment due date. The request must include the member's name, mailing address, lot number, phone number, reason for requesting a payment plan, and desired number of payments. The payment plan agreement is valid only if approved by a majority vote of the Board of Directors prior to the date the Special Assessment is due. Only members in good standing who are not delinquent in their dues or other assessments and who have no unresolved policy violations may be approved for a Special Assessment payment plan. Members requesting a Special Assessment payment plan will be notified in

writing of the decision of the Board of Directors prior to the date the Special Assessment is due.

6. The Board of Directors shall fix the amount of the annual assessment against each member lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be made by posting the assessment amount on the Association Web site. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of CMEPOA setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of CMEPOA as to the status of assessments on a lot is binding upon CMEPOA as of the date of its issuance.
7. Any assessment not paid within the time frame defined in the CME Policy Manual shall incur a late charge to be determined by the Board of Directors. CMEPOA may bring an action at law against the owner personally obligated to pay the same, lien, foreclose the lien against the property, or both bring suit and foreclose the lien, in any order. No Owner-Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.
8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

1. Provisions of Architectural control are defined in the Architectural Control Policy document.

ARTICLE VI GENERAL PROVISIONS

1. The CMEPOA or any Owner-Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any other CMEPOA governing document. Failure by the CMEPOA or by any Owner-Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. In addition to any easements indicated on the subdivision plat, easements are hereby specifically reserved for the purpose of installing and maintaining electric, telephone, gas, water, or sewer lines within ten (10) feet of the front and rear property lines, and within five (5) feet of each side line of each building plot.
3. No firearms or explosives shall be discharged within the subdivision.
4. No motor vehicles may be used except on the purchasers own property or if properly licensed on dedicated roads and rights-of ways.
5. Property owners hereby grant to the Association an express easement for the purpose of going onto the lots of owners to investigate a reported violation of the Colorado Mountain

Estates Property Owners Association policies. Reasonable attempts will be made to contact the property owner prior to exercise of this rule.

6. Invalidation of any of the aforesaid covenants and restrictions by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.
7. The covenants and restrictions of this Declaration shall binding upon the owners until 2024 and shall automatically be extended for successive 10 year periods thereafter. However, the owners of record of all separate building sites in the platted subdivision may by a two-thirds (2/3) majority vote of all returned ballots by owners of record terminate or extend any one or more of the said protective covenants as applied to all or any portion of the building sites in the subdivision, by preparing and acknowledging an appropriate agreement and filing same in the public records of Teller County. Enforcement shall be by proceedings at law or in equity against any person(s) violating any of these covenants.
8. Additional residential property and Common Areas may be annexed to CMEPOA with the consent of a two-thirds (2/3) majority of members of record present at a meeting called to discuss annexation of additional property.
9. All changes to the Covenants must be made in accordance with the Colorado Mountain Estates By-Laws.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this ____ day of February, 2016.

COLORADO MOUNTAIN ESTATES PROPERTY OWNERS ASSOCIATION, INC.,

By:

Teddy Angel
By: Teddy Angel, President, CMEPOA

2-22-16
Date

Chuck Hyskell
Attest: Chuck Hyskell, Vice President CMEPOA

2-22-16
Date

STATE OF COLORADO)
 : ss.
County of Teller)

The foregoing instrument was acknowledged before me this 22 day of February, 2016, by Teddy Angel, President of Colorado Mountain Estates Property Owners Association, Inc., and Chuck Hyskell, Secretary of Colorado Mountain Estates Property Owners Association, Inc., on behalf of said corporation.



Tara L. McCabe
Notary Public

My commission expires: 4-30-2017

Approved by Membership Vote, February 20, 2016



Colorado Mountain Estates
838 S. Mountain Estates Road
Florissant, Colorado 80816
719-748-3100

CMEPOA, Inc. Corporate Resolution

The Colorado Mountain Estates Property Owners Association, Inc. a non-profit corporation under the laws of the State of Colorado, hereby certifies that the following is a full and true copy of a resolution adopted at a meeting of the Board of Directors of said Corporation, duly held on the 20th day of February, 2016.


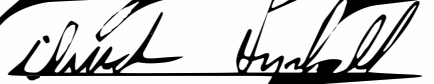
It is resolved that:

Proposed changes to the Colorado Mountain Estates Property Owners Association, Inc. Declarations of Covenants, Conditions and Restrictions were duly discussed at several monthly Board meetings, included in the minutes of those meetings, and were posted on the Association web page. Ballots were mailed to all Association members. Voters approved the proposed changes as itemized below. As a result of the approval of the members, the attached copy of the Declaration of Covenants, Conditions and Restrictions is hereby adopted.

AND I DO FURTHER CERTIFY that the above resolution has not in any way been altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Colorado Mountain Estates Property Owners Association, Inc. this 20th day of February, 2016.

Total number of votes possible:	1473
Minimum number of returned votes required to establish quorum:	147
Number of votes returned:	453
Number of returned votes in favor of changes:	372
Number of returned votes against changes:	81
Percent of votes required to approve changes:	51%
Percent of returned votes in favor of changes:	82.12%
Percent of returned votes against changes:	17.88%

Teddy Angel, President

Chuck Hyskell, Vice President

NOT PRESENT

Laura Moreland, Treasurer



Mark Harter, Secretary

NOT PRESENT

Gloria Clevers, At Large




Karol Scott, At Large

Dennis Smoot, At Large

685702

Page 1 of 10

Krystal Brown, Clerk & Recorder

Teller County, Colorado

RP \$0.00

01-29-2016 12:44 PM Recording Fee \$56.00



Colorado Mountain Estates
838 S. Mountain Estates Road
Florissant, Colorado 80816
719-748-3100

Colorado Mountain Estates

Architectural Control Policies



Historical Summary

Removed from the CMEPOA Policies Manual and Approved as a new Document by CMEPOA Board of Directors - July 2012.

Added information that was residing in the Rules, Policies, and Covenants to clarify and simplify the ARC Policies - July 2012

Updated with new Covenant ARC related updates April 2014

Reorganized and Rules document incorporated into ARC Policy September 2015

Amended 11-21-15 (Site survey and setback requirements)



ARCHITECTURAL CONTROL POLICY

Purpose of the Architectural Control Policy

The purpose of this policy is to establish procedures to receive, review, and respond to architectural review requests by the Architectural Review Committee (ARC), to establish defined terms and rules to be applied to new structures, when modifying existing structures, adding fences, and other structures as outlined in this policy, establish acceptable property use guidelines to ensure harmony of external design and location in relation to surrounding structures and topography, and ensure compliance with applicable laws, covenants, bylaws, rules, and policies. In doing so, the Architectural Review Committee's goal is to:

1. Insure proper use and appropriate development of this land
2. Protect all owners against such use as may depreciate the value of the properties
3. Insure continued use and enjoyment of the property
4. Encourage the construction of attractive improvements

NOTE: It is the property owner/builder's responsibility to contact the Teller County Building Department to ensure compliance with the county building requirements. It is also their responsibility to meet the requirements of the CME covenants which may be more restrictive. Teller County requirements are somewhat different from the CME requirements and the property owner/builder must comply with both requirements. Therefore, getting a Teller County permit does not exclude the property owner/builder from obtaining an ARC approval. Before issuance of a CME permit, the property owner must be current on all dues with no unresolved violations or liens.

CME Architectural Review Committee Guidelines

The Architectural Review Committee (referred to as ARC or committee) is subject to the governing documents of the Colorado Mountain Estates Property Owners Association, Inc. These provisions are for the mutual benefit and protection of all owners of property within CME. The CME documents are recorded in Teller County and are on the CME web site, <http://cmepoa.com>. Property owners should familiarize themselves with the covenants prior to submission of an Architectural Review Application (Attachment 1) to the ARC.

The ARC is comprised of volunteer members who are appointed by the Board of Directors as representatives, and who report to the Board. The chairperson of the ARC is an officer of the Association and should therefore meet the same requirements as necessary to qualify for election to the Board of Directors. The committee makes decisions autonomously from the Board, but is bound to all policies and requirements of the covenants and rules in so doing. At least a majority of the ARC members must agree in order to approve an architectural submission. The ARC **may not** waive or modify a covenant or rule.

The Architectural Committee chairperson will record the minutes of each meeting and provide copies to the association board on an as-needed basis. The ARC performs its duties by reviewing plans/blue prints for new residences, and changes or improvements to existing homes/property within CME.

The ARC must provide **written** approval before any construction or excavation (other than soil testing) can proceed on a project. The property owner/builder should not begin any project prior to having an



approval from the ARC in hand. The ARC must approve or deny the application and provide the owner with a copy within 30 days of submission or the property owner may assume the application was approved and begin construction of their submitted project.

A property owner may appeal the decisions of the ARC to the Board of Directors. The appeal must be made within 10 days of receipt of the notification by the property owner. The Board shall hear both sides of the issue and review the appropriate covenants, bylaws, rules, and policies before making a decision.

Plans

Plans for new residences, modifications to existing home exteriors, structures (as defined later in this policy), buildings, fences, walls, and any other exterior addition to, change, or alteration to the property must be submitted by the property owner/builder in writing to the ARC and approved in writing as to the harmony of the exterior design and location in relation to surrounding structures and topography by the ARC prior to commencement of excavation or construction.

Site Survey

Many properties within CME are incorrectly located to the original legal road survey. The Architectural Review Committee requires a copy of a location Plot Plan survey or Land Survey (on file with Teller County or can be provided by a licensed surveyor). All surveys must contain the stamp of the surveyor who completed the plan and the "foot print" of the new construction showing the distance (setbacks) of the building(s) from the property lot-lines. This is true for both new residences and proposed improvements or exterior changes.

Building Rules

All structures placed in Colorado Mountain Estates shall comply with all current codes, including the IBC (International Building Code), ICC (International Code Council) and any additional building codes that have been adopted by the Teller County Building Department and CME.

The minimum square footage of enclosed living area for residence is as follows: (a) Filings Nos. 1 through 10, four hundred (400) square feet; (b) Filings Nos. 11 and 12, eight hundred (800) square feet.

All main roof structures constructed or placed in CME must have a minimum of a 5/12 roof pitch. This pitch applies only to the main structure and does not apply to dormers, porches, garages and storage buildings. Porch roofs may extend onto the home roof past the outside vertical point of the foundation by only two feet.

All driveways (access roads) must have a Teller County driveway (access road) permit.

Buildings must be located so they meet Teller County property line setback requirements. These requirements are defined in the Teller County Land Use Regulations, which may be found on line at the Teller County Planning Department web site.

In addition to any easements indicated on the subdivision plat, easements are hereby specifically reserved only for the purpose of installing and maintaining electric, telephone, gas, water, or sewer



lines within ten (10) feet of the front and rear property lines, and within five (5) feet of each side line of each residential building plot. A building may be constructed upon the dividing line prior to actual use of said utility easement **only** if the lot lines have been vacated by Teller County.

No lot shall be subdivided.

Modular Homes

The unit must be permanently attached on an engineered external basement type foundation (concrete, concrete block, or treated lumber). Tongues, axles, wheels, and other equipment for movement or delivery must be removed from the unit and property prior to home occupancy.

Construction/Demolition Time Frame

Construction should be commenced within 30 days of approval, and building must be completed within eighteen (18) months unless delayed for reasons beyond the control of the owner (such as severe weather).

If a new structure is going to replace an old structure, a completion date for removal of the old structure will be stated on the Architectural Review Application. The removal date will be no more than nine (9) months from the application date.

Temporary Housing

The property owner may live on their property during the construction of a dwelling on the same property, with a valid temporary housing permit from Teller County, until construction is complete, but no longer than eighteen months. To obtain the permit, the property owner demonstrates that the following conditions are met. The permit for temporary housing will be in effect as long as the following conditions continue to be met:

1. Approved water supply, sewage disposal systems and electrical service must be installed on the property and connected to the temporary housing.
2. The permanent dwelling building permit must be issued by the Teller County Building Department and remain active, and no more than 180 days elapse between required inspections by the Building Department in accordance with the Teller County Building Code.
3. The temporary housing must be a currently Colorado licensed trailer, motor home, RV or similar unit. On-site constructed units will be required to meet Building Code requirements for a Dwelling or Efficiency Dwelling Unit (as defined by the Uniform Building Code) and will not be considered temporary housing. Mobile homes and manufactured homes meeting the definition of "dwelling" in the Teller County Land Use Regulations will not be considered temporary housing.
4. Compliance with all minimum setbacks.
5. The temporary housing unit must be vacated within 30 days of the issuance of the certificate of occupancy for the permanent dwelling unit.

Number of allowable structures

No more than one single family residence plus one garage and two utility structures shall be allowed on any lot. Neither a garage nor a utility structure will be permitted on a lot that does not contain a house, nor can they be used for living purposes. One (1) commercially available and/or ARC approved greenhouse, up to 200 square feet, will be permitted per lot without counting against the lot building limitations. Additional greenhouses must comply with current building count restrictions.



Other Structures

All garages, storage buildings, fences, greenhouses, and other such structures are allowed in accordance with the CME governing documents but are subject to approval by the ARC. All greenhouses require ARC approval and the owner must comply with all State and County water restriction limitations. Greenhouses or storage buildings/sheds over 120 square feet also require a permit from the Teller County Building Department. For the purposes of this definition, flagpoles, utilities such as wells, utility poles, gas lines, propane tanks, septic tanks, cisterns, or any utility in an easement shall **not** be considered a structure and therefore do not require ARC approval.

Temporary Structures

A "temporary" structure encompasses the definition of a structure (above) but may not exist in a place for a period exceeding 30 days.

Alternative Energy Sources

Alternative energy sources such as solar panels, wind generators, etc., must comply with state and county regulations.

Fences and Hedges

No fences or hedges may be erected or maintained which will unreasonably obstruct the view from adjoining lots or materially impair the continuity of the general landscaping of the subdivision. Fences or hedges located within thirty (30) feet of the road right-of-way shall not exceed four (4) feet in height.

Lighting

Lighting requirements apply to the following types of exterior lighting:

1. Fixed lighting including but not limited to lighting mounted on a building, pole or the ground
2. Vehicle mounted, or other portable lighting used to illuminate a building exterior or exterior area, or to cast light into the sky (such as a searchlight or beam).

Building-mounted lighting shall not exceed the building height by more than 5 feet. Pole or ground-mounted lighting shall not exceed 25 feet in height.

Except where county safety regulations require otherwise, any exterior lighting shall be downcast, shielded, and shall not cast direct light onto an adjacent public road or onto adjacent Residential Property.

Parcel Maintenance

The owner of any parcel in Colorado Mountain Estates shall at all times maintain the parcel and any improvements situated thereon in such a manner as to prevent the parcel or improvements from becoming unsightly, and, specifically, such owner shall abide by the following:

1. Trash, rubbish and debris shall not be allowed to accumulate and shall be disposed of only by removal from the subdivision. The burning of trash is not allowed within the CMEPOA borders. Any accumulation of rubbish on any property, improved or unimproved, is declared to be a nuisance, except when leaves, grass, shredded woody material and other similar organic matter



is accumulated for composting and used as a soil amendment. Rubbish is defined as garbage, useless waste, rejected or unused matter, organic or inorganic refuse, rejected or waste food, offal, swill, ash, yard clippings, branches, leaves, manure, sawdust, unused or unusable building materials, tires, wood, and unused or unusable vehicle parts.

- a. Exception: With a building permit, building materials may remain on property for six (6) months, and which are not screened (including a tarp covering) from view.
2. Keep the exterior of all structures in such state of repair or maintenance as to avoid their becoming unsightly.
3. Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of the property.
4. A lot which has a house may store on the property a Motor Home, and/or a Boat Trailer, and/or a Utility Trailer, and/or Camping Trailer which displays current license plates and registration. Storage of more than a combination of any two (2) of those mentioned will require a request and review by the CME Board and must meet Teller County Code Requirements. Compliance with all minimum setbacks of these units is required.

Prohibited use of Property

The property may not be used as a junkyard, dumping ground or auto graveyard. Storage of junk vehicles is prohibited. Any vehicle which is inoperable, or which is wholly or partially dismantled, or which does not bear current license plates and which is visible from roads or adjoining, adjacent or neighboring property. A junk vehicle covered by a tarp covering is "visible" within the meaning of this section.

Vacant parcels may not be used to store building materials or personal items.

No soil be removed which will lower the uniform grade relative to adjoining property.

No used or second-hand structures, shacks, or other similar structures shall be stored temporarily or permanently.

Rules concerning use of properties for business are defined in the CME Property Owners Rules document.

No billboard advertisement or sign of any kind shall be displayed on the lot, except one sign not over four (4) square feet advertising the lot for sale or a sign displayed by a builder actually working on the lot.

Compliance Contract (See attachments)

All owners are required to sign a Compliance Contract prior to the initiation of any site development on a vacant lot or existing building prior to approval of plans for construction within Colorado Mountain Estates. If the owner is not a local resident and will not be present during the entire construction period, the contractor or builder, as the owner's representative, must complete the Compliance Contract. This signifies the owner, contractor, or builder is cognizant of the CME requirements. The ARC officer will also sign the Compliance Contract. Without this signed contract on file, the Architectural Review Committee cannot grant construction approvals.



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ATTACHMENT 1

Architectural Review Application

Date: _____

Property Owner's Name: _____

Property Owner's Address: _____

Lot Number(s) and Filing: _____

Property Owner's Contact Number(s): _____

If applicable:

Builder's Name: _____

Builder's License Number: _____

Builder's Address: _____

Builder's Contact Number(s): _____

The application is for: (Check all that are appropriate)

☐ Existing Home Addition ☐ Fence ☐ Driveway/Access ☐ New Home
☐ Garage/Shed ☐ Greenhouse ☐ Other (Explain) _____

If an existing structure is to be torn down and/or removed as part of this application please state the type of structure and the date the structure will be removed (no more than 9 months from the date of this application).
Structure _____ Date by which it will be removed: _____

Additional Information for the Architectural Review Application

The following are key items the ARC requires to ensure compliance with the CME covenants & Rules.

1. Copy of a location plot or Land Survey showing the stamp of the surveyor who did the plan and with the home, building, fence or wall drawn on the plot showing proper setbacks.
2. Roof pitch – Must meet Teller County Code requirements and ARC Rules.
3. Builder/owner and ARC Officer, prior to the beginning of construction, must sign condition of approval letter.
4. A copy of the Teller County Building Permit, if applicable.

Any specific reference made to the Reservations, Restrictions, and Protected Covenants herein is not intended to replace or modify the existing recorded documents that the member is required to follow.



----- Below this line is For ARC use only -----

The Project is: ___ Approved; ___ Approved subject to conditions below; or ___ Disapproved (Explain)

The application is disapproved for the following reason(s):

You will need to make the following corrections before the ARC can approve this:

Thank you for your application submission. If we can be of further assistance or if you have questions, please contact us through the CMEPOA office at 719-748-3100 or online at Office@CMEPOA.net. The Board Member retrieving the messages will relay your message and we will contact you as soon as possible.

Architectural Review Committee Signatures:

Review Date:

<hr/>	<hr/>
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ARC Application Number

Year

Number

Colorado Mountain Estates Property Owners Association

RULES

PARCEL MAINTENANCE RULE

The owner of any parcel in Colorado Mountain Estates shall at all times maintain the parcel and any improvements situated thereon in such a manner as to prevent the parcel or improvements from becoming unsightly, and, specifically, such owner shall abide by the following:

- 1) Trash, rubbish and debris shall not be allowed to accumulate and shall be disposed of only by removal from the subdivision. Any accumulation of rubbish on any property, improved or unimproved, is declared to be a nuisance, except when leaves, grass, shredded woody material and other similar organic matter is accumulated for composting and used as a soil amendment. Rubbish is defined as garbage, useless waste, rejected or unused matter, organic or inorganic refuse, rejected or waste food, offal, swill, ash, yard clippings, branches, leaves, manure, sawdust, unused 'or unusable building materials, tires, wood, and unused or unusable vehicle parts. Exception: With a building permit, building materials may remain on property for six (6) months, and which are not screened (including a tarp covering) from view.
- 2) Storage of junk vehicles is prohibited. Any vehicle which is inoperable, or which is wholly or partially dismantled, or which does not bear current license plates and which is visible from roads or adjoining, adjacent or neighboring property. A junk vehicle covered by a tarp covering is "visible" within the meaning of this section.
- 3) Vacant parcels may not be used to store building materials or personal items.
- 4) Keep the exterior of all structures in such state of repair or maintenance as to avoid their becoming unsightly.
- 5) Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of the property.

EASEMENT FOR ENFORCEMENT PURPOSES RULE

Vacant property owners hereby grant to the Association an express easement for the purposes of going upon the lots of owners for the purpose of inspecting a violation of the Covenants and/or Rules. All attempts will be made to contact the property owner prior to exercise of this rule.

NUISANCE RULE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Domestic pets (dogs and cats) shall not be a source of annoyance or nuisance to the neighborhood or other lot owners. No dog boarding or kennels are allowed in CME. The CME Board shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other owners, and such determination shall be

conclusive. Pets shall be attended at all times, on a leash and shall be registered, licensed and inoculated as may, from time to time, be required by Teller County law.

BUSINESS RULE

Allow a "no impact" home-based business. A "no-impact" home-based business is defined as any business conducted in a private residence meeting the following criteria:

- 1) Conducted entirely within the residence with no external evidence of the activity, operation shall be clearly incidental and secondary to the residential use of the building and character of the property and neighborhood.
- 2) No signage posted.
- 3) No employees other than immediate family members living on site.
- 4) No customers or clients visiting the site or storage of material(s) on the site.
- 5) No equipment used which creates noise, glare, fumes, vibration, odors, or electrical or electronic interference detectable by neighbors or that can be solely and directly attributable to the home-based business; and does not involve the use, storage or disposal of hazardous materials.
- 6) There shall be no salesrooms or display windows. Any materials, supplies, storage, or equipment shall be entirely contained within the building housing the home occupation, or enclosed storage area.
- 7) Has no on-street parking
- 8) Have no outside employees

Certain types of business are not permitted such as manufacturing, retail sales, auto painting and repair shops, etc.

OPEN FIRES RULE

The following regulations must be adhered to within Colorado Mountain Estates. All "burns" are subject to Teller County "alert level" for fires at all times up to and including a complete ban on all fires of any kind. No exceptions are allowed. A Burn Permit must be obtained from the Teller County Sheriff's Office for the following types of burn requirements:

- 1) Open burning is any fire (bonfire, rubbish, other), which is not contained (within an incinerator, outdoor fireplace, barbecue grill or pit).
- 2) Recreational burning is any fire (other than rubbish) that is not contained (within an incinerator, outdoor fireplace, campfire, barbecue grill or pit).
- 3) Pyrotechnic devices - Any use of fused explosives, fireworks of any type to include, but not limited to firing of model rockets or any other pyrotechnic or propelled devices. (fireworks are illegal within Teller County)

Specific Requirements for incinerator, outdoor fireplace barbecue grills or pits:

The total area for fuel may not exceed three (3) feet in diameter and two (2) feet in height or as modified by Teller County Fire Code.

Non-Permit Burns:

The small campfires are restricted in size at or below the fuel pile limits of feet 3 in diameter and 2 feet in height within permanent fire pits or fire grates located at the CME picnic grounds, lakes and private grounds.

LIGHTING RULE

Lighting requirements apply to the following types of exterior lighting: (1) fixed lighting including but not limited to lighting mounted on a building, pole or the ground, and (2)

vehicle mounted, or other portable lighting used to illuminate a building exterior or exterior area, or to cast light into the sky (such as a searchlight or beam).

- (a) **Lighting – height** - Building-mounted lighting shall not exceed the building height by more than 5 feet. Pole or ground-mounted lighting shall not exceed 25 feet in height.
- (b) **Lighting - maximum level** - Except where county safety regulations require otherwise, any exterior lighting shall (1) be downcast, (2) be shielded, and (3) not cast direct light onto an adjacent public road or onto adjacent Residential Property.

EVENT SIGNS RULE

Signs for a garage sale or moving sale or other short-term event will be allowed posting two days prior and two days after the event. Signs must not be more than two feet by two feet. No more than three signs will be allowed for posting. All signs must be removed after the second day of the event. Teller County does not allow postings of any signs on road right-of-way property.

MOTOR HOMES, TRAVEL, BOAT, UTILITY AND CAMPER TRAILERS RULE

Specific requirements are required for this rule: They are, but not limited to:

- 1) Minimum setbacks for this rule are: front setback is 50 ft. from front lot line, 15 ft. from side lot line and 30 ft from rear lot line.
- 2) All such categories of this rule are subject to a formal review & approval in writing by the CME Board of Directors.
- 3) At a minimum, all current Teller County Code requirements must be met in conjunction with and in addition to these rules.

Temporary Housing

The property owner may live on their property during the construction of a dwelling on the same property, with a valid temporary housing permit from Teller County. To obtain the permit, the property owner demonstrates that the following conditions are met. The permit for temporary housing will be in effect as long as the following conditions continue to be met:

- 1) Approved water supply, sewage disposal systems and electrical service must be installed on the property and connected to the temporary housing.
- 2) The permanent dwelling building permit must be issued by the Teller County Building Department and remain active, and no more than 180 days elapse between required inspections by the Building Department in accordance with the Teller County Building Code.
- 3) The temporary housing must be a currently Colorado licensed trailer, motor home, RV or similar unit. On-site constructed units will be required to meet Building Code requirements for a Dwelling or Efficiency Dwelling Unit (as defined by the Uniform Building Code) and will not be considered temporary housing. Mobile homes and manufactured homes meeting the definition of "dwelling" in the Teller County Land Use Regulations will not be considered temporary housing.
- 4) Compliance with all minimum setbacks.
The temporary housing unit must be vacated within 30 days of the issuance of the certificate of occupancy for the permanent dwelling unit.

These regulations do not permit the use of campers, trailers, lean-to's, tents, motor homes, recreational vehicles, or any other such property as a permanent living residence.

Storage

A lot which has an owner occupied dwelling may store on the property a motor home, and/or a boat trailer and/or a utility trailer and/or a travel trailer which displays current license plates and registration. Storage of more than two (2) of those mentioned will require a request and review by the CME Board and must meet Teller County Code Requirements. Compliance with all minimum setbacks of units is required

Camping

The use and placement of motor homes, travel and camper trailers or tents (units), while on vacant lots for the use of temporary camping by the lot owner, are subject to Teller County Codes and Health Department Rules for disposing of waste as are all tent campers.

1. Motorhomes, travel and camper trailers must display current license plates and registration.
2. No unit may be left unattended more than forty-eight (48) hours, as this is storage of the unit and not allowed on vacant lots. No more than two camping units may be placed on a lot.
3. Camping is restricted to no more than 30 days in a calendar year. Compliance with all minimum setbacks of units is required.
4. No trespassing on adjacent properties to gain access to a camp site is permitted. Trespassers will be subject to law enforcement prosecution.
5. Camping is restricted to registered owners unless the guest receives and shows written proof of approval from the owner. Owners are responsible for informing authorized campers of the rules and regulations of the Colorado Mountain Estates Property Owners Association and the owners will be held accountable if violations occur.

WATER USE RULE

Pursuant to C.R.S. 37-92-602(3)(b)(II)(A), well water on residential tracts of land of less than 35 acres is to be used for ordinary indoor household purposes only. This means no outside irrigation, watering lawns, washing cars, etc. It is extremely important that members of the CMEPOA follow these regulations so that everyone will continue to have water available in their wells. Anyone found to be watering their lawns etc, will be reported to the Colorado Division of Water Resources, Division 2, in Pueblo, at (719) 542-3368. If the Board contacts you about watering, it will be considered the one and only warning. Subsequent violations will be reported to the State.

AMMENDMENT PROCEDURE

These Rules may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person and by absentee ballot or by a vote of a majority of the Board of Directors.



All policies in this document were moved to the CME Policy Manual on 9-19-15.

Colorado Mountain Estates Property Owners Association

RULES

ANIMALS

No animals except household pets shall be maintained on any lot.

BUSINESS RULE

Only "no impact" home-based businesses are allowed. A "no-impact" home-based business is defined as any business conducted in a private residence meeting the following criteria:

1. Conducted entirely within the residence with no external evidence of the activity.
2. Operation shall be clearly incidental and secondary to the residential use of the building and character of the property and neighborhood.
3. No signage posted.
4. No employees other than immediate family members living on site.
5. No customers or clients visiting the site or storage of material(s) on the site.
6. No equipment used which creates noise, glare, fumes, vibration, odors, or electrical or electronic interference detectable by neighbors or that can be solely and directly attributable to the home-based business; and does not involve the use, storage or disposal of hazardous materials.
7. There shall be no salesrooms or display windows. Any materials, supplies, storage, or equipment shall be entirely contained within the building or enclosed storage area.
8. Has no on-street parking.
9. Have no outside employees.

Certain types of business are not permitted such as manufacturing, retail sales, auto painting and repair shops, etc.

CAMPING RULE

The use and placement of motor homes, travel and camper trailers or tents (units), while on vacant lots for the use of temporary camping by the lot owner, is subject to Teller County Codes and Health Department Rules for disposing of waste as are all tent campers.

1. Motorhomes, travel trailers, and camper trailers must display current license plates and registration.
2. No unit may be left unattended more than forty-eight (48) hours, as this is storage of the unit and not allowed on vacant lots. No more than two camping units may be placed on a lot.
3. Camping is restricted to no more than 30 days in a calendar year. Compliance with all minimum setbacks of units is required.
4. No trespassing on adjacent properties to gain access to a camp site is permitted. Trespassers will be subject to law enforcement prosecution.
5. Camping is restricted to registered owners unless the guest receives and shows written proof of approval from the owner. Owners are responsible for informing authorized campers of the rules and regulations of the Colorado Mountain Estates Property Owners Association and the owners will be held accountable if violations occur.

EVENT SIGNS RULE

Signs for a garage sale or moving sale or other short-term event will be allowed posting two days prior and two days after the event. Signs must not be more than two feet by two feet. No more than three signs will be allowed for posting. All signs must be removed after the second day of the event. Teller County does not allow postings of any signs on road right-of-way property.

NUISANCE RULE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Domestic pets (dogs and cats) shall not be a source of annoyance or nuisance to the neighborhood or other lot owners. No dog boarding or kennels are allowed in CME. The CME Board shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other owners, and such determination shall be conclusive. Pets shall be attended at all times, on a leash and shall be registered, licensed and inoculated as may, from time to time, be required by Teller County law.

OPEN FIRES RULE

The following regulations must be adhered to within Colorado Mountain Estates. All "burns" are subject to Teller County "alert level" for fires at all times up to and including a complete ban on all fires of any kind. No exceptions are allowed. A Burn Permit must be obtained from the Teller County Sheriff's Office for the following types of burn requirements:

1. Open burning is any fire (bonfire, rubbish, other) which is not contained within an incinerator, outdoor fireplace, barbecue grill or pit.
2. Recreational burning is any fire (other than rubbish) that is not contained within an incinerator, outdoor fireplace, campfire, barbecue grill or pit.
3. Pyrotechnic devices - Any use of fused explosives, fireworks of any type to include, but not limited to firing of model rockets or any other pyrotechnic or propelled devices. Fireworks are illegal within Teller County.

Specific Requirements for incinerator, outdoor fireplace barbecue grills or pits:

The total area for fuel may not exceed three (3) feet in diameter and two (2) feet in height or as modified by Teller County Fire Code.

Non-Permit Burns:

Small campfires are restricted in size to a maximum of 3 feet in diameter and 2 feet in height within permanent fire pits or fire grates located at the CME picnic grounds, lakes and private grounds.

Unattended fires

No unattended fires of any kind are allowed.

WATER USE RULE

Pursuant to C.R.S. 37-92-602(3)(b)(II)(A), well water on residential tracts of land of less than 35 acres is to be used for ordinary indoor household purposes only. This means no outside irrigation, watering lawns, washing cars, etc. It is extremely important that members of the CMEPOA follow these regulations so that everyone will continue to have water available in their wells. Anyone found to be watering their lawns etc, will be reported to the Colorado Division of Water Resources, Division 2, in Pueblo, at (719) 542-3368. If the Board contacts you about watering, it will be considered the one and only warning. Subsequent violations will be reported to the State.

AMMENDMENT PROCEDURE

These Rules may be amended in accordance with the Colorado Mountain Estates By-Laws.