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Krystal Brown, Clerk & Recorder
Teller County, Colorado RP $0.00
02-24-2016 02:40 PM Recording Fee $36.00

Colorado Mountain Estates

# 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 — 2-22-16

By: Teddy Angel, President CMEPOA — Date

Chuck Hyskell — 2-22-16

Attest: Chuck Hyskell, Vice President CMEPOA — 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.

(Seal)

Tara L. McCabe
Notary Public

My commission expires: 4-30-2017

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.**

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| 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