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**REVISED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
EASEMENTS FOR REAL PROPERTY IN MAYSVILLE MEADOWS,  
CHAFFEE COUNTY, COLORADO**

THIS REVISED DECLARATION is made effective as of the date on which it is recorded in the real property records of Chaffee County, Colorado by the Owners by and through an effective vote in compliance with the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.* (CCIOA). This Revised Declaration is intended to completely supersede the Declaration of Covenants, Conditions, Restrictions and Easements for Maysville Meadows, Chaffee County, Colorado as recorded on July 16, 2002, at Reception No. 327476, including the three amendments thereto, of the real property records of Chaffee County, Colorado.

**WITNESSETH:**

WHEREAS, this Revised Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter the "Declaration") is a document of record affecting the right, title, and interest in property in the County of Chaffee, State of Colorado, legally described on Exhibit A, which is incorporated herein by this reference (hereinafter the "Property") and as depicted on a plat recorded on July 16, 2002, at Reception No. 327473 (hereinafter the "Plat") of the real property records of Chaffee County, State of Colorado; and

WHEREAS the Owners, as defined herein, intend to protect the living environment and preserve the values of the Property and do hereby declare that the Property as shown on the Plat shall be held and conveyed subject to the following terms, covenants, restrictions, and conditions which shall be deemed to run with the land and shall be a burden and a benefit to the Owners, their grantees, successors and assigns, and any person, grantee, successor, heir, executor, administrator, devisee or assign acquiring or owning an interest in the Property shall be subject to this Revised Declaration.

**PREAMBLE**

It is the desire of the Maysville Meadows Homeowner's Association to create a cooperative environment in which the Maysville Meadows community, both collectively and individually, may thrive and prosper. To this end, this document has been created using a common sense approach to the achievement of the following objectives:

- (a) establish a framework for compliance with applicable federal, state, and local laws;
- (b) protect the rights of individual Owners; and
- (c) protect property values by establishing reasonable restrictions, in concert with due consideration for the rights of individual Owners.

This document should be interpreted and implemented in the spirit in which it is intended.

## ARTICLE 1 – GENERAL/DEFINITIONS

Section 1.1 – Architectural Review Committee. The “Architectural Review Committee” or “ARC” shall mean that committee appointed by the Board, which shall review plans for dwelling units and Improvements for conformance with the Association Documents.

Section 1.2 – Assessment. "Assessment" shall mean a "Common Assessment" a “Special Assessment” as further described herein.

Section 1.3 – Association. The “Association” is Maysville Meadows Homeowner’s Association, Inc., a Colorado non-profit corporation. The Association shall have the following powers:

- (a) to operate in accordance with this Revised Declaration;
- (b) to promote the health, safety, welfare and common benefit of the Owners and residents of the Property defined herein; and
- (c) to do any and all permitted acts and to have and exercise any and all powers, rights, and privileges that are granted to an Association of property Owners under the laws of the State of Colorado, this Revised Declaration, the Bylaws, the Rules, and any other governing documents of the Property and the Association.

Section 1.4 – Association Documents. "Association Documents" shall mean the operative documents of the Association, including:

- (a) the Articles of Incorporation of the Association;
- (b) the Bylaws of the Association;
- (c) this Revised Declaration; and
- (d) the Rules and Regulations.

Section 1.5 – Board of Directors. The “Board of Directors” or the “Board” is the board of directors of the Association.

Section 1.6 – Common Interest Community. The name of the common interest community is Maysville Meadows, which is a planned community as defined by C.R.S. §38-33.3-103(22). There are thirty one (31) Lots.

Section 1.7 – Exempted Lots. Lots 13, 14, and 27 (the "Exempted Lots"), as depicted on the Plat, shall be exempt from the terms, conditions and requirements of this Revised Declaration as long as they are owned by William L. McCormick and Victoria G. McCormick, or their heirs. Should they sell or transfer to another party, these lots must be subject to all of the covenants, restrictions and assessments for Maysville Meadows. In the event the McCormicks or their heirs build on Lot 13, 14 or 27, they must abide by the building requirements contained in this Revised Declaration, but with no obligation to pay Assessments.

Section 1.8 – Improvement(s). An “Improvement” or “Improvements” is any construction, structure, equipment, fixture, or facilities existing, or to be constructed on the Property including, but not limited to, residences, dwelling units, buildings, paving, utility wires, pipes, and light poles.

Section 1.9 – Lot. The term “Lot” shall mean a parcel of land designated by number and as assigned on the Plat recorded on July 16, 2002, at Reception No. 327473 of the real property records of Chaffee County, Colorado.

Section 1.10 – Member. “Member” shall mean a Member of the Association who must also be an Owner. Membership in the Association shall be appurtenant to, and may not be severed from, ownership of a Lot.

Section 1.11 – Owner. “Owner” shall mean the record title holder whether one or more Persons, of fee simple title to a lot, including sellers under executory contracts of sale and excluding buyers there under.

Section 1.12 – Person. “Person” shall mean a natural person, a corporation, a partnership or any other public or private entity recognized as being capable of owning real property under Colorado law.

Section 1.13 – Property Affected. The real property (the “Property”) affected by this Revised Declaration is property located in the County of Chaffee, State of Colorado, legally described on Exhibit A and as depicted on the Plat recorded on July 16, 2002, at Reception No. 327473, together with any and all Improvements now or hereafter on such real property and appurtenances and rights to such real property.

Section 1.14 – Plat. “Plat” or “Map” shall refer to the plat filed in the real property records of the Clerk and Recorder’s Office, Chaffee County, State of Colorado at Reception No: 327473.

Section 1.15 – Purposes of Declaration. This Revised Declaration is executed and recorded:

- (a) to provide for the maintenance of non-public roads within the Property and performance of certain functions for the benefit of Owners of Lots within the Property;
- (b) to define the duties, powers and rights of the Association; and
- (c) to define certain duties, powers and rights of Owners of land within the Property.

Section 1.16 – Revised Declaration. The “Revised Declaration” is this document, including any and all subsequent amendments.

Section 1.17 – Rules and Regulations. The “Rules and Regulations” shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association.

**ARTICLE 2 - PROTECTIVE COVENANTS**

Section 2.1 – Property Uses. All Lots in the Property must be used exclusively for recreational, private, or residential purposes. No dwelling unit erected or maintained within the Property shall be used or occupied for any purpose other than for a single-family dwelling. Permissible residential purposes may include home occupations within the dwelling unit, so long as the activity does not have any one or more of the following elements:

- (a) Create excessive vehicular traffic to and from such Lot;
- (b) Require storage of any significant materials, machinery, inventory or other items at or on such Lot;
- (c) Require processing of materials and the finish of products or the assembly of parts produced off-site;
- (d) Require parking at such Lot, whether for customers, delivery or otherwise;
- (e) Otherwise violate any provision of this Revised Declaration or violate any Federal, State, or County regulation governing home occupations.

Section 2.2 – Signage. There must be no exterior signage for the purpose of advertising a business on the Lot or in conjunction with any use of the Lot. Signage, whether placed by the Owner or by Owner’s real estate broker or sales representative for the sale of a Lot, is permissible. All signage must conform to the building, zoning, and subdivision regulations of Chaffee County. The only signs permitted on any Lot or Improvement are:

- (a) one sign of customary size for identification of the occupant and address of any dwelling unit;
- (b) “for rent/lease” or “for sale” signs may be located on any Lot only at ground level. The size of all such signs must be limited to six square feet per sign. No more than one sign per Lot is permitted, unless the Lot borders on more than one road, in which case one sign is permitted adjacent to each road, not to exceed two signs. When an open house is held, and then only when a sales representative is present on the Lot, one “open house” sign meeting the above requirements is permitted;
- (c) signs as may be necessary to advise of Rules and Regulations or to caution or warn of danger;
- (d) emergency service locator signs (e.g., police, ambulance, fire department); and
- (e) such signs as may be required by law.

(f) political signs, one for each candidate or issue, may be located on any Lot only at ground level. The signs may be in place no more than thirty (30) calendar days before or seven (7) calendar days after the associated election. The size of all such signs must be limited to six square feet per sign.

Section 2.3 – Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement. All materials must be stored in an orderly manner.

Section 2.4 – Temporary Residence. No pick-up camper, camp trailer, tent, motor home, or other similar accommodation may be occupied as a residence. Visitors to an existing home may stay in a recreational vehicle (or similar) parked at that residence (not on the road) in an orderly fashion for a period of up to two weeks.

Section 2.5 – Wetlands Protection. Certain areas of the Property, as noted on the Plat, are designated wetlands. Prior to any construction in an area so designated, the Lot Owner must obtain approval and permits from the United States Army Corps of Engineers in addition to all other approvals so required.

Section 2.6 – Obstructions on Common Easements. No gates or obstructions may be placed upon or block any access road unless the access road terminates on the Lot Owner’s property.

**ARTICLE 3- BUILDING REQUIREMENTS AND ARCHITECTURAL REVIEW**

Section 3.1 – Architectural Review Committee. The ARC shall review construction plans for all Improvements prior to construction beginning. Four sets of plans shall be submitted for all dwelling units. The electronic submission in a requested format is acceptable. For dwelling units such plans must show square footage, setbacks, roof slope, elevation above grade, building materials (samples may be requested) and shall be certified by an architect or engineer when required by the Chaffee County Building Department. Upon receipt of the required number of conforming plans and an application form and fee of \$100.00, the ARC shall convene and review such plans, and within thirty (30) calendar days of such proper submission, shall issue a written approval, disapproval or conditional approval, including if applicable, a list of requirements for compliance by the Owner. Plans for Improvements other than the dwelling unit (see Section 3.9) must also be submitted to the ARC, but do not require a fee. In the event no action is taken within thirty (30) calendar days following submission of conforming plans, an application shall be deemed tabled for an additional thirty (30) calendar days. If, at the end of such thirty day period, the ARC has not issued a response, the plans shall be deemed approved. The ARC Application Form is available on the Maysville Meadows Community website.

Section 3.2 – Square Footage Requirement for Dwelling Units. For Lots of one acre or less, each dwelling unit must contain no less than 1,500 square feet of heated floor area devoted to living purposes, and for Lots greater than one acre, each dwelling unit must contain no less than 1,800 square feet of heated floor area devoted to living purposes. All minimum square footage requirements must be exclusive of roofed or unroofed porches, patios, terraces, or garages. All dwelling units must be placed on a permanent foundation.

Section 3.3 – Limitations on Dwelling Units. No more than one dwelling unit and accompanying outbuildings, as described in Section 3.9, must be erected or maintained within any Lot. No dwelling unit shall exceed two and one half levels in height above ground level. Consideration must be given to the orientation of the dwelling unit on the Lot to insure the rear elevation of the unit is not facing the road. All dwelling units must be built on site. No modular homes, factory built homes, portable homes or mobile homes are allowed. No A-frames, geodesic domes, or alternative building materials, including but not limited to straw bales or tires, are allowed.

Section 3.4 – Setbacks. No building, porch, eave, overhang, projection or other part of a permanent Improvement shall be located within one hundred (100) feet of the center line of the river (as depicted on the Plat), twenty-five (25) feet of the front Lot line, fifteen (15) feet of the side Lot line, and twenty (20) feet of the rear Lot line. All construction must also conform to the building code, zoning code and subdivision regulations of Chaffee County, State of Colorado, which regulations may vary from the provisions of this section and other sections.

Section 3.5 – Exterior Materials and Color. Exterior walls of all Improvements must be constructed of or covered by quality materials such as clapboards, wood, stone, stucco, or masonry. All exterior materials must be of natural or earth tone coloring so as not to distract or contrast with the natural character of the surrounding landscape. No tarpaper, tarred shingles or other types of tarred siding or metal siding is allowed.

Section 3.6 – Roofing. Roofing materials must be metal (standing seams), composition (240 pounds or greater), slate, or other fire retardant material. Metal roofs must be non-reflective.

Section 3.7 – Lighting. Exterior lighting must be kept to a minimum and must only be down draft lighting. Exterior lighting must only be affixed to an Improvement and must not be free standing. Lighting must not be intrusive to other Lot Owners.

Section 3.8 – Fencing. All fences must be of natural materials (wood, stone, stucco, or masonry) and, if applicable, natural wood stain, no greater than seventy two (72) inches in height. Metal or chain-link fences are not allowed. Screening or retaining walls that are architectural extensions of the dwelling unit must be made of the same material as the dwelling unit. Fences must be maintained in good condition at all times. Planned fences must be submitted the ARC, but do not require a fee.

Section 3.9 – Outbuildings, Detached Garages and Additional Structures (sheds, gazebos, and other semi-permanent improvements.) Each lot is allowed a maximum of three (3) structures, including the main dwelling unit, and two additional structures. These Improvements must be constructed in a professional manner, consider the aesthetics of the property and surrounding area, utilize the same or complimentary materials as the main dwelling unit, and comply with all Chaffee County, State of Colorado, building codes where required. Outbuildings must have a footprint no greater than one third the square footage of the main dwelling, and detached garages must accommodate no more than three vehicles. Outbuildings and detached garages may be connected to utilities but may not be used as dwelling units. Plans for these structures must be submitted to the ARC, but do not require a fee.

Section 3.10 – Utilities. All utilities must be buried underground. Antennae and satellite dishes must neither protrude beyond the building envelope of the Lot nor be erected in an unsightly manner.

Section 3.11 – Construction Completion. Approval by the Architectural Review Committee of a proposed set of Improvements is valid for three (3) years from the date of approval. The exterior of all Improvements must be completed within eighteen (18) months after the commencement of construction except where such completion is impossible or would result in great hardship due to worker strikes, fires, national emergency or natural calamities. For purposes of this Section 3.11, "commencement of construction" of an Improvement is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. If construction is not completed within eighteen (18) months after commencement, or if construction ceases for a period of sixty (60) calendar days without permission of the ARC, the ARC will give the Owner thereof written notice by certified mail of such fact, and if construction on such Improvement is not diligently commenced within thirty (30) calendar days after such notice, the unfinished Improvement or unfinished portion thereof will be deemed a nuisance and must be removed forthwith by and at the cost of the Owner.

Section 3.12 – Rebuilding or Restoration. Any dwelling unit or other Improvement which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to an orderly condition. Such rebuilding or restoration to be completed with reasonable promptness. All debris must be removed within three (3) months from the time the damage occurred; rebuilding or restoration must occur within eighteen (18) months.

Section 3.13 – Variances. Any Member or Owner of a Lot may seek a variance to the described provisions provided in Articles 2 and 3. The Member or Owner may submit in writing to the Architectural Review Committee the requested variance(s) providing detailed plans of said variance(s). The ARC will then make a decision to deny the request or hold a special meeting in accordance with the Association Documents. The Member or Owner requesting the variance must provide written notice to all Members informing them of the nature of the variance, and the date, time, and location of the meeting. The notice must be given at least thirty (30) but no more than sixty (60) calendar days in advance of said meeting. A quorum at said meeting must comply with Section 3.3 of the Maysville Meadows Bylaws. If a quorum is present, the Members will take a vote to either accept or deny the requested variance(s). A vote that denies the requested variance(s) is absolute, and the Member or Owner who sought the variance has no further recourse.

#### **ARTICLE 4 - MAINTENANCE STANDARDS**

Section 4.1 – Building and Grounds Conditions. Each Lot Owner must maintain the exterior of the Dwelling Unit and all other Improvements in good condition and must cause them to be repaired as the effects of damage or deterioration become apparent. Each Owner must, to the best of their ability, maintain the Lot in good repair and appearance at all times. All Lots must be kept free from noxious weeds. All Lot Owners with river frontage must remove downed trees and limbs from the river so as not to block the natural flow of the river. Downed trees and limbs must be removed from all Lots in order to meet and maintain a fire safe status as Members of a Firewise Community as prescribed by the National Fire Protection Association. Debris and/or construction materials must be removed from common easements and barrow ditches within thirty (30) calendar days of accumulation.

Section 4.2 – Refuse. No unsightly objects or materials including, but not limited to, ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefore, must be stored, accumulated or deposited outside or be visible from any neighboring property or adjoining road except during refuse collections. A Lot Owner will neither dump refuse or garbage on any Lot nor will a Lot Owner build, maintain, operate or construct any structure that will cause the accumulation of animal waste, junk, or an obnoxious odor.

Section 4.3 – Nuisances. Homeowners and their guests should strive to be cognizant of the shared community and avoid actions that are excessively loud, noxious or offensive. Work involving power tools should be completed during the period between 8:00 AM and 8:00 PM, except in the case of an emergency. There must be no hunting or discharging of firearms anywhere within the Property, except in the act of defense of property or life.

Section 4.4 – Inoperative Vehicles. No unused, stripped down, partially wrecked or inoperative motor vehicle or a part thereof is permitted to be parked on any road or on any Lot in such a manner as to be visible at ground level from any neighboring property or road unless fully screened in a manner approved by the Association.



Section 4.5 – Animals. Domesticated dogs and cats may be kept by each Lot Owner, but no more than three (3) animals total are allowed. Animals must not be allowed to run freely, and must remain under the supervision of their Owner(s) at all times. Animals may not act in menacing manner, and may not cause harm to other Owner(s), their guests or their property. No pigs, horses, livestock, or poultry of any kind shall be raised, kept or bred on or within any Lot.

Section 4.6 – Water. Each Lot Owner must obtain, and is thereafter responsible for maintaining, a well for water on their Lot in the location noted on the Plat or approved by the Colorado Division of Water Resources.

## **ARTICLE 5 - ASSOCIATION OPERATION**

Section 5.1 – Association Structure. Maysville Meadows Homeowner’s Association, Inc., a Colorado nonprofit corporation, shall exercise all of the rights, duties, privileges, powers, and obligations as set forth in this Revised Declaration and the Articles of Incorporation, Bylaws, architectural guidelines, and rules and regulations of the Association so implemented.

Section 5.2 – Board of Directors. The affairs of the Association shall be managed by the Board. The number, terms and qualifications of the Members of the Board shall be fixed in the Articles of Incorporation and Bylaws of the Association. The Board may, by resolution, delegate portions of its authority to an executive committee or to other committees, to officers of the Association or to agents and contractual employees of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for the management of the affairs of the Association. The Board shall appoint a four-Member Architectural Review Committee which shall have the responsibility to approve or deny construction plans for dwelling units and other Improvements in the Property. Action by or on behalf of the Association may be taken by the Board or any duly authorized committee, officer, agent or employee without a vote of Members, except as otherwise specifically provided in the Association Documents by Colorado law. All lawful decisions, agreements and undertakings by the Board, or its authorized representatives, shall be binding upon all Members, Owners, related users and other persons who may have an interest in a Lot or the Property.

Section 5.3 – Membership in the Community Association. Each Owner must be a Member of the Association. An Owner shall automatically be the holder of the Membership appurtenant to each Owner's Lot and the Membership shall automatically pass with fee simple title to the Lot. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot except that an Owner may assign some or all of the Owner's rights as an Owner and as Member of the Association to a contract purchaser, tenant or First Mortgagee and may arrange for such Person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for fulfillment of the obligations of Owner under the Association Documents.

Section 5.4 – Voting Rights of Members. All Members have the right to cast votes for the election of the Board and on such other matters to be voted on by the Members, as provided in the Association Documents. One vote is allocated to each Lot and Members shall have one vote for each Lot owned. Voting rights and procedures may be further defined in the Articles and Bylaws of the Association.

## **ARTICLE 6 - DUTIES AND POWERS OF ASSOCIATION**

Section 6.1 – General Duties and Powers of Association. The Association has been formed to further the common interests of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association Documents.

Section 6.2 – Duty to Manage and Care for Roads. The Association shall manage, operate, care for, maintain and repair all non-public roads and bridges within the Property.

Section 6.3 – Power to Engage Employees Agents and Consultants. The Association shall have the power to hire and discharge contractual employees and agents (except as otherwise provided in management contracts) and to retain and pay for such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association Documents.

Section 6.4 – General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado corporation formed under the Colorado Nonprofit Corporation Act and the Colorado Common Interest Ownership Interest Act.

## **ARTICLE 7 - ASSESSMENTS**

Section 7.1 – Obligation for Assessment. Each Owner, for each Lot owned within the Property by acceptance of a deed therefor or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and times prescribed herein, all Assessments which are described in the Association Documents and which shall be both a personal obligation of the Owner and a lien against his Lot as provided herein. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments attributable to them and/or their Lot. The personal obligation for delinquent Assessments shall not pass to Owner's successors in title or interest unless expressly assumed by them in writing. No Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for herein by non-use of the Property or the facilities contained herein, by abandonment or the leasing of Owner's Lot, or by asserting any claims against the Association. In addition to the foregoing Assessments, charge fees and other sums, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental subdivisions against the Lot.

Section 7.2 – Purpose of Assessments. The Assessments levied by the Association shall be used for the improvement and maintenance of non-public roads within the Property, and payment of other expenses specifically set forth herein.

Section 7.3 – Common Assessments. The Common Assessments may include, but shall not be limited to, the following common expenses:

- (a) repairs, maintenance and snow removal for non-public roads and bridges within the Property;
- (b) expenses of management of the Association and its activities;
- (c) taxes and special assessments upon the Association’s real and personal property;
- (d) premiums for all insurance which the Association is required or permitted to maintain;
- (e) common services to Owners as approved by the Board;
- (f) wages for Association contractual employees and payments to individuals or companies contracted by and on behalf of the Association;
- (g) legal and accounting fees for the Association;
- (h) any deficit remaining from a previous Assessment year; and
- (i) the creation of reasonable contingency reserves for future Association expenses as contemplated within this Revised Declaration.

Section 7.4 – Annual Common Assessment and Procedure. The Board shall set the budget and total annual Common Assessment based on hearing committee reports regarding the Association’s requirements for the following year. The Board shall mail by ordinary first class mail, or otherwise deliver, the proposed annual budget to all Owners not less than thirty (30) nor more than sixty (60) calendar days prior to the annual Association meeting. Unless at that meeting a majority of all Owners (including those not present at such meeting) reject the budget and Annual Common Assessment, the budget and Annual Common Assessment are ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget and Annual Common Assessment last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board. After ratification of the budget by the Owners, a payment statement setting forth the annual Common Assessment shall be mailed or otherwise delivered to all Owners. All payments of the Annual Common Assessments shall be due and payable, without any notice or demand, within thirty (30) calendar days following the annual Association meeting. Annual Common Assessments shall be applicable to all Lots, unless exempted in Section 1.7. Each Owner shall become responsible for Common Assessments on a Lot as of the date the Lot is transferred to such Owner. The first Annual Common Assessment for each Owner shall be adjusted according to the number of days remaining in year.

Section 7.5 – Rate of Assessments. Annual Common Assessments shall be sufficient to meet the expected needs of the Association as set forth in these covenants. Annual Common Assessments shall be allocated equally and uniformly among all Lots so that each Owner is obligated to pay an equal Annual Common Assessment for each Lot owned.

Section 7.6 – Special Assessments. In addition to the Annual Common Assessment, the Board of Directors may, subject to the provisions of this section, levy Special Assessments for the purpose of raising funds to deal with unanticipated matters concerning the Property or the Association. Special Assessments shall be equally, uniformly imposed upon Lots as provided in Section 7.4 The Association shall notify Owners in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable, and the Owners shall pay any such Special Assessment in the manner so specified.

Section 7.7 – Costs of Enforcement, Late Charges and Interest. If any Assessment is not paid within thirty (30) calendar days after it is due, the Member, Owner or other Person obligated to pay the Assessment may be additionally required to pay all costs of enforcement, including without limitation, reasonable attorneys' fees, court costs, witness expenses, and all related expenses, and to pay a reasonable late charge to be determined by the Board. Any Assessment which is not paid within ten (10) calendar days after the date of any notice of default given as set forth herein shall bear interest from the due date at a rate determined by the Board, not to exceed the lower of twenty one (21) percent per annum, or the maximum rate permitted by law from the due date until paid.

Section 7.8 – Notice of Default and Acceleration of Assessments. If any Assessment is not paid within thirty (30) calendar days after its due date, the Board of Directors may mail a notice of default to the Owner. The notice shall substantially set forth: (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than twenty (20) calendar days from the date of mailing of the notice by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in the foreclosure of the Lien for the Assessment against the Lot of the Owner. If the delinquent Assessment and any collection expenses, late charges or interest thereon, plus any other sums due as of the date of payment, are not paid in full on or before the date specified in the notice, the Board, at its option, may enforce the collection of the Assessment and all charges and interest thereon in any manner authorized by law or in the Association Documents.

Section 7.9 – Lawsuit to Enforce Assessments. The Board may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest, and other cost of enforcement against the defaulting Owner, including, without limitation, reasonable attorneys' fees.

Section 7.10 – Lien to Enforce Assessment. The Association shall have a lien for Assessments. Each Owner, by acceptance of a Deed to his or her Lot within the Property, agrees to pay to the Association all assessments, together with interest, late charges, and expenses of collection, and agrees that any Assessment shall be a lien upon the Lot against which the assessment is made. In addition to or in lieu of bringing suit to collect Assessments, the Association may foreclose its Lien as provided by law and in this section. The Board may elect (but is not required to) to file a claim of lien against the Lot of the defaulting Owner by recording a notice (Notice of Lien) substantially setting forth: (a) the amount of the claimed delinquency, (b) the interest and expenses of collection which has accrued thereon, (c) the legal description and street address of the Lot against which the line is claimed, and (d) the name of the record Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The Lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Lien, including, without limitation, all court costs, recording costs and filing fees have been fully paid or satisfied, the Association shall execute and record a notice releasing the Notice of Lien, if recorded, upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the costs of preparing and recording the release of the Notice of Lien. Unless paid or otherwise satisfied, the lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with the laws of the State of Colorado applicable to foreclosure of real estate mortgages (not including deeds of trust) or in any other manner permitted by law. The Association shall have the right and power to bid on the Lot at the sale and to acquire and hold, lease, mortgage, and convey the same.

Section 7.11 – Enforcement of Covenants. The Association shall have the right to enforce the terms of this Revised Declaration, including but not limited to equitable and legal proceedings to enforce covenants, conditions and restrictions. Such matters may be enforced by the Association after a ten (10) day notice and right to cure to the Lot Owner undertaking such remedial actions as it deems necessary to comply with the terms hereof and filing an assessment lien in the manner described above. In any action seeking enforcement of the covenants, conditions, and restrictions hereof, the Association shall receive an award of its attorneys' fees and costs.

Section 7.12 – Mediation. Notwithstanding the provisions above, if a dispute or deadlock arises between Owners concerning any material provision of this Revised Declaration, the Association's Articles of Incorporation or Bylaws, and the Association Rules, and the parties are unable to resolve the dispute within a reasonable time, the dispute must be referred to mediation by a request made in writing by one party upon the other. Within ten (10) calendar days of the receipt of such request, the parties must select an impartial mediator. Unless otherwise agreed upon in writing by all parties to the dispute, the venue must be in Chaffee County, Colorado. The cost of the mediator must be born equally by the parties regardless of outcome. Mediation must then proceed to promote discussion between the parties; assist the parties to develop and exchange pertinent information concerning the issues in dispute; and assist the parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediator may meet with the parties and their counsel jointly or *ex parte*. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. A representative of the parties with settlement authority will attend mediation session as required by the mediator.

**ARTICLE 8 – EASEMENTS/ACCESS ROADS**

Section 8.1 – Easement for Access Road. The Association is the owner of rights-of-way for the non-public road(s) shown on the plat map. Owners, Members, and their invitees or guests have the non-exclusive use of the rights-of-way for the purpose of ingress and egress to all Lots in the Property. Such rights-of-way must extend thirty (30) feet in both directions from the centerline.

Section 8.2 – Association Rights and Road Maintenance. The Association must perform road maintenance and other rights or obligations pursuant to this Revised Declaration.

Section 8.3 – Utilities. The utilities and any easements regarding the same have been delineated by the Plat. Said utilities include, but are not limited to, electric current, heat and/or fuel lines to provide said utilities to the Lots. In the event said utilities and their respective easements have not been established, the Association reserves a perpetual, alienable, divisible, and releasable right and authority to grant easement(s) to others over, under, in and across all access roads for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water and wastewater lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes. If any utility or quasi-utility company furnishing a service covered by the easement(s) created herein requests a specific easement by separate recordable document, the Association reserves and is hereby given the right and authority to grant such easement. The easement(s) provided for in this section shall in no way affect, void, extinguish or modify any other recorded easement on the Property as previously described on the Plat.

Section 8.4 – Easements Deemed Created. Any conveyance of a Lot hereafter made must be construed to grant and reserve the easements as contained in this Article 8 or as delineated by the Plat whether or not specific reference to such easement(s) or to this Article appears in the instrument of such conveyance.

**ARTICLE 9 – AMENDMENTS TO THE DECLARATION OF COVENANTS**

Section 9.1 – Amendment. The provisions of this Revised Declaration may be amended at any duly called annual or special meeting of the Association upon the affirmative vote of sixty seven (67) percent of the Association members eligible to vote and present or represented at such meeting; provided, however, that this Revised Declaration shall not be amended in any manner that will materially impair or prejudice the rights and priorities of any First Mortgagee or Mortgagee of Record without the written consent of each such mortgagee so affected.

Section 9.2 – Certification. Amendments to this Revised Declaration shall be effective only upon the certification in the official records of the Association by any two (2) Officers of the Association, of an instrument setting forth the text of such amendment. The Board shall take such steps as are reasonably practicable to advise the members of the Association of such amendments to these Covenants.

