

DECLARATION OF AMENDMENT OF PROTECTIVE COVENANTS

This Declaration of Amendment of Protective Covenants is made this 3rd day of ~~July~~, August, 1977 by PAWNEE HILLS, LTD., a Colorado Limited Partnership and MEL SMOOKLER, hereinafter "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property situate in the County of Elbert, State of Colorado, which real property is legally platted, subdivided as Filing One and Filing Two and described as follows:

PAWNEE HILLS FILING ONE, County of Elbert,
State of Colorado;

PAWNEE HILLS FILING TWO, County of Elbert
State of Colorado

and

WHEREAS, by DECLARATION OF PROTECTIVE COVENANTS FOR PAWNEE HILLS A REAL ESTATE SUBDIVISION recorded November 9, 1972, in Book 234 at Pages 78 through 82, Elbert County records, Colorado, Pawnee Hills Filing One was made subject to certain restrictions, easements, covenants and conditions therein contained;

and

WHEREAS, by DECLARATION OF PROTECTIVE COVENANTS FOR PAWNEE HILLS A REAL ESTATE SUBDIVISION recorded November 21, 1972, in Book 284 at Pages 245 through 249, Elbert County records, Colorado, Pawnee Hills Filing Two was made subject to certain restrictions, easements, covenants and conditions therein contained; and

WHEREAS, the above DECLARATIONS OF PROTECTIVE COVENANTS FOR PAWNEE HILLS A REAL ESTATE SUBDIVISION provided that the same could be amended by written consent if the owners of seventy-five percent (75%) of the privately owned land included within the boundaries of each subdivision; and

WHEREAS, the owners of seventy-five percent (75%) of the privately owned land in each subdivision did amend the above DECLARATIONS OF PROTECTIVE COVENANTS FOR PAWNEE HILLS A REAL ESTATE SUBDIVISION by executing on or about April 6, 1976 the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded April 14, 1976 in Book 300 at Pages 328 through 343, Elbert County records, Colorado, subjecting Pawnee Hills Filing One and Pawnee Hills Filing Two to the Restrictions, Easements, Covenants, and Conditions therein contained; and

WHEREAS, the aforementioned DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded April 14, 1976 provides that the same may be amended by an instrument signed by not less than seventy-five (75%) of the lot owners in Pawnee Hills Filing One and Pawnee Hills Filing Two; and

WHEREAS, Declarants comprise a group of more than seventy-five percent (75%) of the lot owners in Pawnee Hills Filing One and Pawnee Hills Filing Two; and

WHEREAS, Declarants desire to amend all of the Declarations theretofore filed in order to achieve a complete and singular set of protective covenants for Pawnee Hills Filings One and Two a hereinafter provided,

NOW, THEREFORE, IT IS DECLARED:

1. The DECLARATION OF PROTECTIVE COVENANTS FOR PAWNEE HILLS A REAL ESTATE SUBDIVISION recorded November 9, 1972 in Book 234 at Pages 78 through 82, Elbert County records, Colorado, and as amended by the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded April 14, 1976 in Book 300 at Pages 328 through 343, Elbert County records, Colorado, and the DECLARATION OF PROTECTIVE COVENANTS FOR PAWNEE HILLS A REAL ESTATE SUBDIVISION recorded November 21, 1972 in Book 284 at Pages 245 through 249, Elbert County records, Colorado, and as amended by the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded April 14, 1976 in Book 300 at Pages 328 through 343, Elbert County records, Colorado are hereby amended and changed to read as hereinafter stated in this Declaration.

ARTICLE I
DEFINITIONS

1. Association. "Association" shall mean and refer to Pawnee Hills Community Association, a Colorado nonprofit corporation, its successors and assigns.
2. Owner. "Owner" shall mean and refer to the fee simple title owner, whether one or more persons or entities, of any lot located within Pawnee Hills Filing One and Pawnee Hills Filing Two, Elbert County, Colorado
3. Properties. "Properties" shall mean and refer to that certain real property herein above described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. Subdivision. "Subdivision" shall mean the real property duly platted as Pawnee Hills Filing One and Pawnee Hills Filing Two, Elbert County, Colorado.
5. Common Area. "Common Area" shall mean and refer to all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The real property owned by the Association as common area is described as follows:

Lot 6, Block 9, PAWNEE HILLS FILING ONE, and Lot 19, Block 6, PAWNEE HILLS FILING TWO, according to the recorded plats thereof, Elbert County, Colorado.
6. Lot. "Lot" shall mean each subdivision lot so designated on the duly filed plats of the respective subdivisions by lot numbers with exception of the common area as heretofore defined.
7. Member. "Member" shall refer to every person or entity who holds membership in the Association.
8. Architectural Control Committee. "Architectural Control Committee" shall mean the committee appointed by the Board of Directors of the Pawnee Hills Community Association.

ARTICLE II

PAWNEE HILLS COMMUNITY ASSOCIATION

1. Membership. All owners of lots (other than and dedicated to the public), shall automatically become members of Pawnee Hills Community Association, a Colorado nonprofit corporation, in accordance with the Articles of Incorporation and Bylaws of the Association as are now in effect and as may be hereafter duly amended.

2. Voting Rights. ~~The Association shall have two classes of voting membership.~~

~~CLASS A. Class A members shall be all those owners as defined in paragraph 1 of this Article with the exception of the Declarants.~~ **Class A** Members shall be entitled to one vote for each lot in which they hold the interests required for membership by paragraph 1. When more than one person holds such interests or interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

~~CLASS B. The Class B members shall be the Declarants. The Class B members shall be entitled to three votes for each Lot own which they hold an interest required for membership in paragraph 1, Article II, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

~~(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or~~

~~(b) December 1, 1979.~~

3. Responsibilities of Membership. The Association, by and through its Architectural Control Committee and/or its membership, shall be responsible for maintaining the subdivision as a highly desirable rural residential area. By assessments to lot owners, the Association shall maintain the subdivision common areas and facilities for the benefit of all Association members. The assessments shall be established ~~and commence~~ as hereinafter provided in Article IV of this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated on the common area.

B. The right of the Association to suspend the voting rights and rights to use the recreational facilities by any owner for a period during which any assessment against his property remains unpaid; ~~and for a period not to exceed sixty (60) days~~ suspension continues as long as the violation continues for any infraction of its published rules and regulations.

C. The right of the Association 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.

D. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common area and facilities, and in aid thereof to mortgage said property, and the rights of the mortgagee in said property shall be subordinate to the rights of the homeowners hereunder.

E. Smoking is prohibited in all common areas.

2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to members of his family, his tenants, his lessees, or contract purchasers who reside on his property.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessment. Each owner of any lot by acceptance of a deed therefor, shall be deemed to covenant and agree to pay to the Association monthly assessments or charges, together with such interest thereon and costs of collection thereof, as hereinafter provided. Assessments attributable to any lot in the Association, together with interest thereon and costs of collection including reasonable attorney's fees, shall be a continuing lien upon the property against which such assessment is made and shall also be the personal obligation of the record owner(s) of the lot at the time when the assessment becomes due and payable.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Pawnee Hills Filing One and Pawnee Hills Filing Two, and in particular for the improvement and maintenance of the common area and the services and facilities related to the use and enjoyment of the common area, including, but not limited to, the payment of taxes, insurance, maintenance and repairs, as well as replacement and/or addition to the facilities comprising the common area.

3. Assessments. Each lot shall be subject to a monthly assessment of not more than \$15.00. The Board of Directors of the Association shall fix the monthly assessment within the \$15.00 maximum amount and may raise or lower said monthly assessment amount within the maximum they deem necessary in their discretion. In addition, the Board of Directors shall have the power in its sole discretion to increase the monthly assessment maximum by five percent (5%) per year. Any increase in the maximum assessment by more than five percent (5%) per year shall require the affirmative vote of 2/3 of the votes ~~of each class~~ of members voting in person or by proxy at a meeting duly called for such purpose, written notice of which must be sent to all members at least thirty (30) days in advance.

~~3.5 Commencement of Assessments. The monthly assessments provided for herein shall commence as to all lots on the first day of the second month following such times seventy-five percent (75%) of all the lots in Filing One and Filing Two are no longer owned by Declarants, or December 1, 1979, whichever event shall first occur. Written notice of the assessment as determined by the Board of Directors of the Association shall thereupon be sent to every owner subject thereto.~~

4. Special Assessments. In addition to the assessments authorized above, The Association may levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote of two-thirds of the vote of Class A members voting in person or by proxy at a meeting duly called for such purpose, written notice of which must be sent to all members at least thirty (30) days in advance.

Notwithstanding the above requirements for special assessments, the Board of Directors of the Association, upon the affirmative vote of two-thirds of the Board, may authorize and expend funds in the event of an emergency concerning property under the jurisdiction of the Association. The expenditure shall thereafter become a special assessment collectible by the Association from its members in accord with the terms of this charter.

5. Uniform Rate of Assessment. Monthly and special assessments are to be fixed at a uniform rate for all lots. ~~except that the rate set for lots owned by the Declarants shall be fixed at one-third the assessment rate for other lots.~~

6. Change in Monthly Assessment Within Maximum Allowed. The Board of Directors shall fix the amount of the monthly assessment at least thirty (30) days in advance of the commencement date of such assessment and any change in the monthly assessment within the then maximum allowed shall be fixed by the Board at least thirty (30) days in advance of the changed assessment amount. Written notice of the changed assessment shall thereupon be sent to every lot owner subject thereto.

7. Remedies of the Association for Nonpayment. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the payment of the assessments provided for herein by reason of his nonuse of the common area or abandonment of his lot. The Association may cause any and all documents necessary to perfect its lien to be recorded at the Clerk and Recorder's Office of Elbert County, Colorado, upon failure of any owner to pay his assessment within thirty (30) days of the due date.

8. Subordination of Liens to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now and hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale and transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

9. Exempt Property. The following property subject to the Declaration shall be exempt from assessments created herein:

- (a) All properties dedicated to and accepted by local public authority;
- (b) the common area; and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Colorado.

ARTICLE V

ARCHITECTURAL CONTROL REVIEW COMMITTEE

1. Committee review. No structure, whether a residence, accessory building, fence, wall, mailbox, driveway, or any other improvement shall be constructed or maintained upon any lot, nor shall any exterior addition or change or alteration to existing improvements be made or landscaping performed until complete plans and specifications showing the exterior design, height, building material and color scheme thereof, location and site of driveways, the general plan of landscaping, fencing, walls, and the grading plan thereof, shall have been submitted to and approved in writing by the Architectural Control Committee.

At the time plans and specifications are submitted to the Architectural Control Committee for approval, the person or persons submitting such plans and specifications shall also submit to the Architectural Control Committee **satisfactory evidence that the appropriate governmental authorities have approved said plans and specifications**. ~~Health Department of the State of Colorado or the appropriate official of Elbert County, Colorado, or any other appropriate governmental agency, has approved, if applicable, the sanitary sewage disposal system for the property.~~

2. Discretion in Judgement. The Architectural Control Committee shall exercise its best judgement to see that all improvements, construction, landscaping and alterations on lands within the subdivision **maintain the common property values and** are in conformity with existing surrounding ~~structures~~ **properties**.

3. Procedures. The Architectural Control Committee shall approve or disapprove plans and specifications within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after plans and specifications have been submitted, approval shall not be required, and this Article shall be deemed to have been fully complied with. Each building and/or other structure shall be constructed, erected and maintained in strict accordance with approved plans and specifications.

4. Majority Vote. A majority vote of the Architectural Control Committee is required for approval or disapproval of any proposed plans and specifications.

5. Damages. The Architectural Control Committee shall not be liable for damages to any person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any plans and specifications submitted to them in conjunction with the subdivision.

*AMEND TO ADD APPEAL PROCESS FOR DECISIONS OF ARC

*AMEND TO ADD A PROVISION TO SPECIFY AN ARC DECISION IN ONE INSTANCE DOES NOT CREATE A PRECEDENT IN OTHER INSTANCES

*AMEND TO ADD ARC IS NOT REVIEWING PLANS AND SPECIFICATIONS FOR COMPLIANCE WITH BUILDING CODES OR ENGINEERING SOUNDNESS

ARTICLE VI
RESTRICTIONS

1. Uses. Exclusive of one or more plots reserved for commonly owned recreational facilities, each lot in the subdivision shall be used for one single-family residence according to the plat and covenant restrictions. Density shall be no greater than one single-family residence per ~~5-acre~~ lot. No structure whatsoever, other than one private single-family dwelling together with a private garage and ~~servant's quarters or guest facilities an approved barn or shed for horses~~ **two outbuildings** for use in connection with said single dwelling, shall be erected, placed, or permitted to remain on any ~~5-acre plot or lot~~.

See Elbert County Zoning Regulations RA-1 Part II, Section 6B, 6C, 6D, 6F; RA-2 Part II Section 7B, 7C, 7D, 7F.

2. Fence. No fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any lot without the approval of design and materials by the Architectural Control Committee. No fences ~~are to be~~ **may be** built which would encroach upon ten foot public easements along the front of all lot lines facing a road, **or upon the bridle and utility easements designated by the subdivision plats.**

See Elbert County Zoning Regulations RA-1 Part II, Section 6D, 6E, 6F; RA-2 Part II Section 7D, 7E, 7F.

3. Easements. Easements and rights-of-way are hereby reserved as shown ~~or~~ **and** described on the recorded ~~plot~~ **plats** of the subdivision ~~and for any public or quasi-public utility service purpose, together with the right of ingress and egress~~ **access** at any time for the purpose of further construction and repair.

PEDESTRIAN AND HORSE EASEMENTS: A ten foot public easement is hereby concurrently reserved along the front of all lot lines facing a road. This easement, in addition to being reserved for use of utilities as aforesaid in paragraph 3 hereof, is restricted to the use by the public exclusively for pedestrian and equestrian purposes. **As per recorded plats of the subdivision, designated fifteen (15) foot easements on either side of lot lines within the subdivision, and twenty (20) foot easements along the outer perimeter of the subdivision, in addition to being reserved for utilities access as aforesaid in paragraph 3 above, are reserved for pedestrian and equestrian purposes. No motorized vehicles shall be permitted on any easement, except as maintenance may require.** ~~Unless permission is obtained from individual property owners, trespassing by pedestrians, equestrians, hikers, over-snow or off-road vehicles, et al. on privately owned property at places (other than within the ten foot easement above provided) is prohibited.~~

DRIVEWAYS: No trees may be cut or grading accomplished on any lot without the owner's obtaining written approval from the Architectural Control Committee. It is intended that driveways be kept to a minimum and be so located and constructed as to minimize dangerous intersections and to ~~minimize~~ **maximize** the retention of the natural character of the area.

Proper drainage facilities, including culverts, may be designated by the Architectural Control Committee as a condition for approval hereunder and will be provided by the owner at his expense. Minimum interference with the pedestrian and equestrian easement ~~will~~ **shall** be practiced.

See Elbert County Zoning Regulations RA-1 Part II, Section 6D, 6E, 6F; RA-2 Part II Section 7D, 7E, 7F.

4. Billboards. No signs, billboards or other advertising structures of any kind shall be erected, constructed or maintained on any lot for any purpose whatsoever, except such signs as have been approved by the Architectural Control Committee for identification of residences, and one sign of not more than eight square feet advertising the property for sale or rent. ~~and signs used by the Declarants for selling the subdivision.~~ **Signs expressing political advocacy shall be permitted as per Elbert County regulations for a period no greater than forty-five (45) days before and seven (7) days after any election.**
See Elbert County Zoning Regulations Part II Section 19.

5. Water and Sewer. **Building codes govern - See Elbert County Subdivision Regulations Section XIII F** ~~Each structure designed for occupancy and use by human beings shall connect to an approved domestic water source and approved sewage disposal system. The owner shall install and use a domestic well and septic system. Such well and sewage disposal system must have all necessary public regulatory and governmental permits and approvals. No septic tank or field system shall be nearer than fifty (50) feet to any building or plot line except with the approval and consent of the appropriate health officials of the County and/or State, and no sewage, waste water, trash, garbage, or other debris shall be emptied, discharged, or permitted to drain into any body of water, or water course, in or adjacent to the subdivision. All toilet facilities must be part of the residence or garage and shall be of the modern flush type and connected with a proper septic system.~~

6. Trash. No trash, ashes, garbage, debris, or other refuse shall be thrown or dumped on any land within the subdivision. There shall be no **open** burning of refuse ~~out of doors~~ **except as permitted by fire safety authorities**. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

7. Livestock. No animals, livestock or poultry shall be allowed either temporarily or permanently, except the following: horses, dogs, cats, and other usual and suitable household pets. A maximum of four(4) horses per 5-acre plot will be allowed and four adult dogs and/or cats per household. The above exceptions are for household enjoyment only and shall not be raised, bred, or boarded for any commercial purposes. If horses are kept, facilities shall be kept clean, and odor free **and secure**. In order to prevent overgrazing, horses shall be kept in a small corral of not to exceed ~~25~~ 10 percent of lot size **or 1/2 acre, whichever is the lesser**, and only allowed occasionally to graze in remaining native grass area owned and **properly** fenced by the owner.

See Elbert County Zoning Regulations Part II Section 23

8. Trees. Living trees ~~naturally existing upon a lot,~~ **and native foliage shall not be removed from any lot**, except as necessary for construction purposes, **or in accordance with an approved fire mitigation plan.** ~~shall not be cut, trimmed, or removed from the properties~~

except that ~~The Architectural Control Committee may approve some thinning or trimming if it seems desirable.~~

9. Landscaping. All ~~surfaces~~ **Terrain** disturbed by construction shall be returned promptly to ~~their~~ **its** natural condition and replanted in native grasses; but if an owner desires further landscaping to change the character of the lot the owner shall submit landscaping plans to the Architectural Control Committee for approval. **The natural terrain of any lot shall not be subject to alteration for or by the use of recreational purposes nor by the overgrazing of horses.** ~~The Architectural Control Committee may approve construction of gardens, lawns, and exterior living areas.~~ **Comply with Colorado Law.**

10. Set-Back Requirements. No building or structure shall be constructed within ~~40~~ 100 feet of the rights of way ~~on a cul-de-sac~~ and the minimum setback line in all other cases shall be ~~30~~ 25 feet from all property lines **and platted easements**. The only exception to this shall be fences, **which shall not encroach on designated easements.**
See Elbert County Zoning Regulations RA-1 Part II, Section 6D, 6E, 6F; RA-2 Part II Section 7D, 7E, 7F.

11. Temporary Structures. No structure of a temporary character, trailer, mobile home (with or without wheels), or converted mobile home, "A" frame type building, basement, shack, garage, barn, or other out-building shall be used on any lot as a family dwelling, either temporarily or permanently. ~~However, this covenant shall not restrict a building contractor or the Declarants from maintaining a temporary office, trader office, tool shed, lumber shed, and/or sales office for the purpose of selling lots or erecting and selling dwellings.~~
See Elbert County Zoning Regulations Part II Section 21

12. Principal Dwelling. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage, of 1200 square feet except that where the principal dwelling is a one and one-half or two story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, providing that the total living area of **such dwelling** ~~the one and one-half or two floors~~ is not less than 1500 square feet. **The principal dwelling shall have a minimum of a two (2) car garage attached unless otherwise approved at the discretion of the Architectural Control Committee.**
(Per Amendment 6/11/1990.)

13. Commercial Activity. No store, office, or other place of business of any kind shall be erected or permitted upon any of the residential lots or any part thereof. ~~and no~~ **Commercial activity shall be permitted only as per Elbert County Zoning Regulations Part II Section 22.**

14. Continuity of Construction. All structures commenced in the subdivision shall be prosecuted diligently to completion and shall be completed within 180 calendar days of commencement subject only to delays caused by inclement weather, Acts of God, strikes, or unless some other exception is granted in writing.

15. Re-subdivision. No lot may be re-subdivided by an owner.

16. Nuisance. ~~and firearms~~ No noxious, dangerous, or offensive activity, **nor any activity that generates excessive and prolonged noise**, shall be ~~carried on~~ ~~permitted~~ within the subdivision; nor shall anything be done or permitted which shall constitute a public nuisance

therein. ~~nor shall any any hunting, trapping, or other activities be carried on which require the use of any type of lethal or dangerous weapon.~~

17. Firearms. No hunting, trapping, or other activities requiring the use of any firearm or other dangerous or lethal weapons shall be permitted within the subdivision.

ARTICLE VII

GENERAL PROVISIONS

1. Enforcement. The Association or any owner, shall have the right to enforce, by any proceeding in law or equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgement or by Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. The Declaration may be amended during the first twenty year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners of privately owned land, and thereafter by an instrument signed by not less than 2/3 of the lot owners. Any and all amendments must be recorded.

4. Notices. Any notice required to be sent to any member or owner pursuant to the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of the mailing.

~~5. Annexation. Additional residential property and common areas may be annexed to the properties with the consent of 2/3 of each class of the members.~~

~~6.~~ 5. Suspension of Use. The Association has the right to suspend use of the common areas/ recreational facilities for violations of the Governing Documents or for nonpayment Assessments. However, Colorado law requires that prior to imposing a fine for covenant

violations the Association must first provide notice and an opportunity for a hearing to the offender.

*AMEND TO ADD PROVISION TO INDICATE THAT INTERESTED DIRECTORS CANNOT VOTE ON THE ISSUE OF CONFLICT

*AMEND TO ADD SPECIFIC AND GENERAL INSURANCE TO SPECIFY INSURANCE OBLIGATIONS OF THE OWNERS AND THE ASSOCIATION

*AMEND TO ADD A BUDGET APPROVAL PROVISION TO COMPLY WITH CCIOA AND TO UTILIZE THE BUDGET RATIFICATION PROCESS (MANDATORY IN 2018 FOR ALL ASSOCIATIONS)

* AMEND TO ADDRESS THE "SUPERLIEN" PRIORITY ALLOWED UNDER CCIOA