

ANNUAL MEETING
NORTH ELK MEADOWS HOA, FILING 1
GUNNISON RECREATION CENTER
APRIL 10, 2019

The 2019 Annual Meeting of the North Elk Meadows Homeowners Association was called to order at 6:40 PM by HOA president Gary Shondeck. A quorum of HOA residents was either present or had submitted proxies. Twenty-two homeowners, out of 33 eligible, attended or sent proxies.

Approval of the 2018 Annual Meeting Minutes was moved by Dave Primus, seconded by Debbie Hancock and carried on a voice vote.

Larry Parachini has resigned from his board position due to his plans to move. Bryan Brown was nominated as his replacement on the board. The nomination was moved by Ronnie Benson, seconded by Jim Gazzoli and approved by HOA residents in attendance. It was also noted that Joe Danni will be putting his house on the market in the near future, but it was decided to leave Danni on the board until he resigns and needs to be replaced.

Eric Ketchum was elected to the Architectural Board and Bob Czilliger was elected to serve as an alternate on the Board. Joy Wills agreed to remain on the Board for another term.

The independent accountant compilation report of the HOA's financial status, prepared by CPA Doug Gorman, was distributed to meeting attendees. In summary, as of March 20, 2019, Elk Meadows has total assets of \$11,572.73. This does not reflect more recent payments of most or all of accounts receivable of \$487.50. Total expenses for 2018 were \$869.68 and the Board does not anticipate a significant variance in 2019.

Old Business:

- No update on the wetlands issue on lots 9 and 10 and the Archuleta's plans for the property. Although, the wetlands issue would appear to be resolved.
- There is still sporadic speeding on Meadowlark Trail and it was noted that one of the offenders appears to be the bus driver. The School District has been notified.
- Dogs and dog "residue" continue to be an occasional issue. It was determined that resident to resident communication remains the preferred option to manage the issue. Signs and disposal bag stations were ruled out.

New Business:

- There is some confusion as to the location of the easement between lots 9 and 10. At the end of the meeting it was determined the Ken Palmer will facilitate distribution of an easement map of North Elk Meadows as well as a copy of the HOA covenants. Ken subsequently distributed the documents to all homeowners the day after the meeting.
- Bryan and Meghan Tucker have requested to be allowed to raise chickens (maximum six cooped and no roosters) for personal use. HOA members in attendance were in support of the request, however Association covenants, while somewhat vague, would appear to not allow such a use. After considerable discussion, HOA members in attendance voiced support of the use but it was determined that Ken Palmer would seek input from a knowledgeable legal source he is in contact with. The preferred alternative would be to provide a waiver, if necessary, until an appropriate amendment to the covenants could be drafted and approved by HOA residents and lenders. This approach, in the form of a motion, was offered by Deb Hancock, seconded by Jim Little and supported unanimously by attendees.
- Signs at the pond need to be rehabilitated and placed. Gary Shondeck will take the lead. The need to restock the pond will be investigated at the same time.

- The Board will have validated and amended where necessary, the mailing and email lists of HOA residents

The meeting was adjourned at 7:40 pm.

Filed for record the 12th day of August, A.D. 1986, at 4:15 o'clock P.M. Joanne M. Reitinger, Recorder

Reception No. 395795

By June L. L. Deputy

AMENDED DECLARATION OF PROTECTIVE COVENANTS
NORTH ELK MEADOWS FILING II

North Elk Meadows, a Colorado general partnership, the owner of North Elk Meadows Filing II-Amended in Gunnison County, Colorado, hereby makes and declares the following covenants, limitations, conditions, restrictions and uses upon said real property under the terms and conditions hereafter set forth.

1. Purposes. This Amended Declaration of Protective Covenants is made for the purpose of creating and keeping North Elk Meadows Filing II-Amended attractive, beneficial and suitable in architectural design, materials and appearance; to guard against unnecessary interference, fire and loss of the natural beauty of the real property; and to provide for the mutual benefit and protection of the owners of real property within the subdivision.

2. Property Effected. These Protective Covenants shall apply to and be binding upon the following described real property situate in Gunnison County, Colorado:

North Elk Meadows Filing II-Amended according to the plat thereof filed August 12, 1986 and bearing reception number 395794 of the records of Gunnison County, Colorado.

Said real property being further described by legal description on attached exhibit "A", incorporated herein by reference.

3. Definitions. For the purpose of the Amended Declaration of Protective Covenants, certain words or phrases shall be defined as follows:

A. Declarant. North Elk Meadows, a Colorado general partnership or such other person, corporation or entity designated by a recorded document as the successor Declarant.

B. Subdivision. North Elk Meadows Filing II-Amended, being all of the real property set forth on attached exhibit "A".

C. Lot. The individual numbered lots as set forth on the amended plat of the subdivision.

D. Person. A person, corporation, partnership, association, fiduciary, or any other entity holding title to any lot.

E. Building. A structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property.

F. Dwelling. Any room or group of rooms in a building with kitchen facilities designed for and used as a dwelling for one (1) family as an independent housekeeping unit.

G. Family. Either one or two unrelated individuals, or two or more individuals related by blood or marriage together with any other person or persons as to whom a family member is legally responsible for the up-bringing, care, maintenance or support.

I. Open Space. All of the real property, interest and ownership therein which has not been subdivided into lots for individual ownership as set forth on the recorded subdivision plat of North Elk Meadows Filing II-Amended.

J. Accessory Building. A detached subordinate building, the use of which is incidental to that of the main building on the same lot.

K. Association. North Elk Meadows Filing II Association, a Colorado non-profit corporation, or any other association designated by the Declarant as the association to own, administer and maintain the open space of the subdivision and the administration and enforcement of this Declaration of Protective Covenants.

4. Lot Use. All lots within North Elk Meadows Filing II-Amended shall be classified and divided into the following uses under the terms and conditions hereafter set forth:

A. Single Family Dwelling Lots. Lots 1 through 24, both inclusive, to be used exclusively for one single family dwelling per lot.

B. Commercial Lots. Lots 25 and 26 shall be used exclusively for stores in retail trade, service establishments, a restaurant and lounge, offices, recreational facilities, and other such similar uses not more detrimental to the area than those specifically enumerated herein. The restaurant and lounge and recreational facilities shall only be constructed upon Lot 26. Each retail trade establishment may not exceed 3,000 square feet of interior floor space in the aggregate. In addition to retail trade establishments, only one restaurant and lounge facility, and a total of two additional commercial establishments, whether offices or service establishments, shall be permitted on both of said commercial lots.

The owner of either of said commercial lots shall have the right to purchase all or any adjoining portion of the other commercial lot in order to accomplish a relocation of the common boundary line between said commercial lots depicted upon the recorded amended subdivision plat, so long as such sale and purchase shall not decrease the size of an original lot to less than 1.00 acre, unless the entire lot is purchased.

5. Design Control - Single Family Dwelling Lots.

A. No building, structure, fence or other improvement shall be constructed, erected or maintained on any single family lot within the subdivision, nor shall any addition, alteration or structural change be made to an existing building or structure except in conformity with the following terms and conditions.

B. Prior to such construction or erection, the plans of the proposed building or structure shall be submitted to the Residential Design Committee for approval. The request for approval by the Residential Design Committee shall have attached to such request the following documents:

1. A plot plan showing the location of any building or structure, access drives and parking areas. All other terrain and structure features, such as ponds, patios, fences, utility lines and storage areas, should be indicated.

2. Plans and specifications for such building or structure prepared by an architect, professional engineer or competent contractor.

3. Samples of the principal exterior materials and color schemes.

4. A grading plan, showing access and parking facilities.

C. The Residential Design Committee shall consider the suitability of the proposed building, the harmony thereof with the environment, the effect of such building on the utilization and view of the lot upon which the same will be built and the surrounding land and the placement of the building with respect to topography, ground elevations and existing natural and terrain features.

D. The Residential Design Committee shall within thirty (30) days of receipt of a request for approval, with all accompanying data, hold a hearing thereon and shall, in writing, approve or disapprove the construction of the proposed building or structure or any additions or alterations to an existing building or structure. In the event that the Residential Design Committee fails to take action within thirty (30) days of the hearing, the application shall be deemed to have been approved.

E. The Residential Design Committee shall consist of three members, one of whom shall be designated by the North Elk Meadows Filing II Association, a Colorado non-profit corporation, one of whom shall be designated by the North Elk Meadows Association, Inc., a Colorado non-profit corporation, and one of whom shall be jointly designated by both of said associations.

F. Two members of the Residential Design Committee shall constitute a quorum and all action taken by the committee shall be by a majority vote of the members present.

G. The decision of the Residential Design Committee shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado by any aggrieved person owning a lot within the subdivision; provided, however, that the Residential Design Committee shall indicate to the applicant in the event of disapproval or rejection, the reasons why the application was rejected and afford the applicant an opportunity to resubmit, with revisions and corrections that will bring the submission into conformity with this Amended Declaration of Protective Covenants.

H. The committee shall make such rules and regulations and adopt such bylaws and procedures as are appropriate to govern its proceedings and written minutes of all meetings shall be maintained by the committee.

I. Each member of the Residential Design Committee shall serve a term of three years and may serve successive terms.

6. Design Control - Commercial Lots.

A. No building, structure, fence or other improvements shall be constructed, erected or maintained on any commercial lot within the subdivision, nor shall any addition, alteration or structural change be made to an existing building or structure except in conformity with the following terms and conditions.

B. Prior to such construction or erection, the plans of the proposed building or structure shall be submitted to the Commercial Design Committee for approval. The request for approval by the Commercial Design Committee shall have attached to such request the following documents:

1. A plot plan showing the location of any building or structure, access drives and parking area. All other terrain and structure features, such as ponds, patios, fences, utility lines and storage area, should be indicated.

2. Plans and specifications for such building or structure prepared by an architect, professional engineer or competent contractor.

3. Samples of the principal exterior materials and color schemes.

4. A grading plan, showing access and parking facilities.

C. The Commercial Design Committee shall consider the suitability of the proposed building, the harmony thereof with the environment, the effect of such building on the utilization and view of the lot upon which the same will be built and the surrounding land and the placement of the building with respect to topography, ground elevations and existing natural and terrain features.

D. The Commercial Design Committee shall within thirty days of receipt of a request for approval, with all accompanying data, hold a hearing thereon and shall, in writing, approve or disapprove the construction of the proposed building or structure or any additions or alterations to an existing building or structure. In the event that the Commercial Design Committee fails to take action within thirty days of the hearing, the application shall be deemed to have been approved.

E. The Commercial Design Committee shall consist of five individuals, one of whom shall be appointed by the Declarants, one of whom shall be appointed by the North Elk Meadows Filing II Association, a Colorado non-profit corporation, one of whom shall be appointed by the North Elk Meadows Association, Inc., a Colorado non-profit corporation, one of whom shall be appointed by the owner of Lot 25, and one of whom shall be appointed by the owner of Lot 26. Upon said date of conveyance, the Commercial Design Committee shall automatically be altered to three members, one of whom shall be appointed by the owner or owners of Lot 25, one of whom shall be appointed by the owner or owners of Lot 26, and one of whom shall be appointed by the North Elk Meadows Filing II Association, a Colorado non-profit corporation.

F. Two members of the Commercial Design Committee shall constitute a quorum and all action taken by the committee shall be by a majority vote of the members present.

G. The decision of the Commercial Design Committee shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado by any aggrieved person owning a lot within the subdivision; provided, however, that the Commercial Design Committee shall indicate to the applicant in the event of disapproval or rejection, the reasons why the opportunity to resubmit, with revisions and corrections that will bring the submission into conformity with this Amended Declaration of Protective Covenants.

H. The committee shall make such rules and regulations and adopt such bylaws and procedures as are appropriate to govern its proceedings and written minutes of all meetings shall be maintained by the committee.

I. All applications for approval to the Commercial Design Committee shall be accompanied by a minimum application fee of \$25.00.

J. Each member of the Commercial Design Committee shall serve a term of three years and may serve successive terms.

7. Building Location and Construction.

A. The construction of any building shall be in accordance with the uniform building code then in effect and foundations shall be designed in accordance with soil conditions on the site, and in accordance with the subsoil investigation report by Fox Consulting Engineers dated January 24, 1980, which report is on file in the Building Inspector's Office of Gunnison County, Colorado. The quality of workmanship and materials in any building shall be equal to or exceed comparable buildings of the same type in the same general area.

B. No building or structure on any single family lot shall be located nearer than 40 feet to the west, north and east boundaries of the subdivision, nearer than 30 feet to any street lot line, or nearer than 20 feet to any common lot line with another single family lot. There shall be no required setback from the common lot line between Lots 25 and 26.

C. The following exterior architectural standards shall apply within the subdivision:

1. Exterior building materials should be predominately natural, such as wood siding, shingles, brick and native stone.

2. Roofs should have a design and be constructed of materials that are harmonious with the surrounding area and not of reflective type materials.

3. Any accessory building must conform to the architectural style of the principal building on the lot.

4. Earth colors should predominate.

5. Every dwelling unit shall have not less than two (2) off-street automobile parking spaces on a graveled or hard surface driveway or parking area.

6. Service or utility area and garbage cans and trash storage areas should be screened from view on all sides.

7. Exterior lighting shall be so designed and directed as to not be a nuisance. Lighting shall not be directed outward, but shall depend on indirect illumination. The light source shall not be visible to the extent possible.

8. Such further standards, rules and regulations as may be adopted by the Residential Design Committee as to single family lots, and the Commercial Design Committee as to commercial lots, for the construction and erection of buildings and structures to insure that all buildings and construction is in conformity with the goals and concepts of North Elk Meadows Filing II, except that the provisions of this paragraph shall not apply to Lots 25 and 26.

D. The maximum height of a building as measured vertically from the average finished grade of the structure to the highest point of the structure shall be: 35 feet.

E. No basement shall be constructed or permitted in the subdivision.

F. All dwelling units shall contain not less than 1200 square feet of livable floor area. Each dwelling shall contain one garage of at least 350 square feet of floor area.

8. Temporary Buildings. No mobile homes or temporary buildings of any nature shall be allowed within the subdivision, except that during construction of any building or structure within the subdivision, the contractor thereof may maintain temporary buildings for office and storage purposes.

9. Animals.

A. No animals of any nature shall be permitted or maintained on any lot, subject to the provision that the owner of any dwelling unit may keep and maintain not to exceed two domesticated household pets for the personal use and enjoyment of the residents of that dwelling unit. Any such pets shall be maintained at all times in a quiet, sanitary manner, and shall not be maintained in such manner as to constitute a nuisance to any owners or occupants of the subdivision, or adjoining property.

B. No domesticated household pet shall be allowed to run at large. Any such animal shall either be kept within an enclosed or fenced area, or controlled by leash.

10. Nuisances. No obnoxious or offensive activity shall be maintained or allowed within the subdivision, nor shall any oil or any mineral development, exploration, drilling or activity of any nature or description be allowed within the subdivision. No trash, debris or refuse of any nature shall be deposited, kept or maintained within the subdivision; provided, however, that the Association may maintain a centralized collection area or areas for the deposit and collection of garbage, trash, refuse or other waste under appropriate rules and regulations of the Association.

11. Signs.

A. Single Family Dwelling Lots: No signs or advertising structures shall be erected, constructed or maintained on any such lot; provided, however, that the Residential Design Committee may approve and allow an individual identification sign for the owner of a residence on such lot, or "for sale" sign. The Residential Design Committee shall adopt written regulations establishing uniform criteria for such signs as follows:

1. The size and square foot area of a sign.
2. The height of a sign.
3. The location of the sign.
4. The colors and style of a sign.
5. The illumination of a sign.
6. The size, type and color of lettering on any sign and the background materials and color of such sign.

B. Commercial lots. No signs or advertising structures shall be erected, constructed or maintained on any such lot except in conformance with the following criteria:

1. All signs shall be constructed of natural wood or a combination of wood and stone.
2. No neon or flashing signs of any nature shall be permitted, and the only method of lighting thereof shall be by indirect illumination.

3. The maximum size of the sign surface upon which letters or logos are displayed shall not exceed sixty square feet.

4. Lettering on signs shall not exceed 18 inches in height.

5. No roof top signs of any nature shall be permitted.

6. There shall be not to exceed one sign per business establishment.

7. All signs shall be subject to review by the Commercial Design Committee prior to commencement of construction thereof in order to ascertain that said signs are in conformity with the sign code of the County of Gunnison then in effect, and are of similar architectural style to all other signs upon commercial lots.

12. Easements.

A. All easements as set forth on the amended subdivision plat are reserved to the Declarant or its assigns for the installation and maintenance of full and adequate utilities. No buildings or structures of any nature shall be placed or permitted on said easements which may damage or interfere with the installation, maintenance and repair of any utilities constructed thereon.

B. There is reserved to the Declarant or its assigns over and across all of the open space within the subdivision easements as may be required and necessary for the installation of any and all utilities, water lines, sewer lines, electrical transmission lines, telephone lines, irrigation ditches, drainage ditches or other devices and utilities needed for the development and maintenance of the subdivision; provided, however, the location thereof and the method of installation, construction and maintenance shall be approved by the Association.

13. Fences. No fences, walls or barriers shall be constructed, erected or maintained on any lot, except in accordance with the following criteria:

Fences, hedges, walls and landscaping devices designed, constructed and installed adjacent to the principal building to accentuate patios, gardens and porches may be allowed upon the prior written approval of the Design Committee so long as they are entirely located within the required minimum setback lines on each lot, are not in excess of four feet in height, and that all such fences, walls and landscaping devices other than of natural growing materials are of all-wood construction, and are in harmony with the building or structure.

14. Motorized Vehicles. No motorized vehicles or self-propelled vehicles of any nature or description shall be allowed in any of the open space within the subdivision, nor upon any of the reserved easement and right-of-way as set forth in paragraph 13 above. The Association, its manager, agents and employees shall have the right to use such vehicles over and across said open spaces and easements as may be essential for the management, operation and maintenance of said open spaces and easements.

15. Recreational Equipment. No large recreational vehicles such as snowmobiles, cars not in operating condition, or recreational vehicles such as boats, campers, travel trailers or

ther devices shall be parked, stored or maintained within the subdivision, except within an enclosed structure.

16. Sanitation. all buildings and dwellings erected or constructed within the subdivision shall be connected to and served exclusively by the community sewer facilities of the subdivision.

17. Repairs. All buildings and structures shall at all times be kept in good and proper repair and in an attractive appearance by the owner thereof. In the event that any owner fails, neglects or refuses to comply with the provisions of this paragraph, the Association is empowered to enforce this paragraph and to enter upon the property to do such repairs as may be necessary and to enforce the collection of any sums paid for repairs in the manner of enforcing the collection of assessments as set forth in paragraph 21 herein.

18. Continuity of Construction. All buildings and structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within one (1) year after the date of commencement of construction, unless an extension of time is granted by the Design Committee for good and sufficient cause.

19. Landscaping. All surface areas disturbed during construction shall be returned to their natural condition within 1 year following completion of construction, and the surface of any lot shall be entirely planted and maintained in a natural manner with grass, flowers and trees indigenous to the area.

20. Association.

A. The administration and management of the subdivision and of this Amended Declaration of Protective Covenants shall be governed by the Articles of Incorporation and Bylaws of North Elk Meadows Filing II Association, a Colorado non-profit corporation, its successor or designee.

B. The owner of any lot upon becoming such owner shall be entitled to and shall be required to be a member of the Association and shall remain a member for the period of his ownership.

C. The Association in furtherance of this Amended Declaration of Protective Covenants and in addition to any other rights, duties and obligations imposed by law, is granted the following rights, duties and obligations for the benefit of the owners within the subdivision:

1. To accept title to, own, control and maintain all of the open space within the subdivision.

2. To impose, charge and collect reasonable assessments upon each lot for the construction, maintenance, repair and operation of all facilities, utilities, easements, roads, buildings, structures and open space owned or operated by the Association.

3. To impose, charge and collect membership fees and dues as against each member for the purpose of maintaining and operating all facilities provided for the use and enjoyment of the members of the Association, their family and guests.

4. To hire and employ a manager to carry out the purposes of the Association, as may be required.

5. To enter upon any lot for the purpose of maintaining and repairing any building or structure located thereon under the terms and conditions of this Amended Declaration of Protective Covenants.

6. To commence and maintain any causes of actions, to enforce the terms and conditions of this Amended Declaration of Protective Covenants, its Articles of Incorporation, Bylaws and rules and regulations.

7. To grant and convey easements and rights-of-way for utilities over and across any of the lands owned by the Association under such terms and conditions as it may determine to be just and proper.

8. To adopt reasonable rules and regulations for the use and enjoyment of the open space, all recreational facilities and amenities, and the collection and disposal of refuse.

9. To operate any water storage facilities which may be required under any decree entered by the Water Court for Water Division 4 in order to provide adequate augmentation for the water rights to serve all lots within the subdivision.

21. Assessments.

A. The Declarant for each lot owned by it and each owner of a lot, by the acceptance of a deed therefor, shall be deemed to covenant and agree and shall be obligated to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Each assessment hereunder shall be assessed against the lots set forth on the amended subdivision plat of North Elk Meadows Filing II.

B. The following types and classes of assessments are hereby created:

1. Sewer and Utility Assessment. An assessment to maintain and provide community sewer and refuse collection services within the subdivision.

2. Availability of Service Assessment. An assessment to those lots upon which no structures have been completed, in the amount of one-half of the sewer and refuse collection assessment.

3. Maintenance and Administration Assessment. An assessment to construct, build, maintain, repair and operate the open space and any improvements thereon, the administration thereof and any other services provided by the Association for the benefit of all owners.

C. The assessments and expenses of the Association shall be apportioned, levied and assessed against the owners and members of the Association in the manner specified by the board of directors of the Association.

D. The annual assessments as above set forth shall be based upon the advanced estimate for the cash requirements of the Association to provide for the payment of all expenses growing out of or connected with the maintenance and operation of the services and duties provided by the Association, which sums may include, among other things, expenses of management, taxes, landscaping and care of grounds, common lighting and heating, repairs and renovations, legal and accounting fees, management fees, insurance, expenses and liabilities incurred by the Association by this Amended Declaration of Protective Coven-

ants or its Articles of Incorporation and its Bylaws, the creation of a reasonable contingency or other reserve or surplus fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the owners.

E. The assessments of the Association shall be computed and determined on a fiscal year basis.

F. Assessments shall be payable quarterly, in advance, on or before the 10th day of the first month of each calendar quarter by the owners.

G. The Association shall give written notice to all owners of the annual assessments and shall further prepare and deliver to each owner itemized quarterly statements as to the quarterly assessment.

H. The Association may provide that any assessment shall bear interest at a rate to be determined by the Association if not paid on the due date thereof.

I. All sums assessed to any owner and not paid within thirty (30) days from the date of the assessment, together with interest thereon as herein provided, shall constitute a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot except only:

1. Tax and assessment liens on the lot by any governmental entity.

2. All sums unpaid on any mortgage or indebtedness of record.

J. To evidence such lien, the Association, by its board of directors or manager may prepare a written notice of lien setting forth the amount remaining unpaid, the name of the owner of the lot and the description thereof. Such notice shall be signed by the Association and shall be recorded in the records of Gunnison County, Colorado. Such lien shall secure the obligation to pay not only the unpaid assessment and interest thereon, but all subsequently accruing assessments, and the Association's costs and attorneys' fees incurred in the preparation and recording of such lien statement and a release thereof. Such lien shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure by the Association in the same manner as a foreclosure of a mortgage. In such foreclosure, the owner shall be required to pay the costs and expenses for such proceedings, the cost and expenses for filing the notice of claim of lien and all reasonable attorneys' fees. The owner shall also be required to pay to the Association the quarterly assessment for the lot during the period of foreclosure, and the Association shall be entitled to collect the same. The Association shall have the power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

K. The amount of the assessment against each lot shall be the personal and individual debt of the owner or owners thereof at the time the assessment is made. Suit to recover a money judgment for such unpaid debts shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No owner may exempt himself from liability for his contribution toward said assessments by waiver of the use or enjoyment of his rights created by this Amended Declaration of Protective Covenants or by virtue of his being a member of the Association.

22. Open Space.

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A. All open space within the subdivision shall be owned by the Association for the exclusive use of the owners of the lots, their family and guests and the members of the Association, their members and guests.

The right of use of the owners of the lots, their family and guests and the members of the Association, their family and guests of the improved recreational facilities within the open space shall be conditioned upon the owner's payment of all fees, dues and assessments set by the association for their use and enjoyment of the improved recreational facilities and their right of use thereof may be suspended or denied during any periods of time that they have failed to pay or are delinquent in the payment of such dues, fees and assessments.

B. The open space of the subdivision may be utilized for the following purposes only:

1. Tennis courts and accessory buildings not to exceed 100 square feet in size and 10 feet in height.

2. Fishing subject to such rules and regulations as may be imposed by the Association for the health and safety of its members.

3. Hiking.

4. Picnicking and social gatherings subject to such terms and conditions as may be imposed by the Association.

5. The installation, construction and maintenance of utilities, including water lines, sewer lines, electric transmission lines, telephone lines, water courses, drainage ditches, irrigation ditches and such related structures and devices as are necessary for the use and enjoyment of the owners of the lots within the subdivision.

6. Such other recreational uses and facilities as the Association may determine are harmonious with the appearance of the Subdivision.

C. Except for the construction and use of the open space for specific recreational uses as above set forth, the remainder of the open space shall at all times be kept and maintained in its natural state, except only that the Association shall have the right to raise, cut, rake and bail hay upon the open space.

D. No buildings or structures shall be constructed, installed or maintained within the open space except only for the recreational use as above set forth.

E. The open space is dedicated in perpetuity to the use and enjoyment of the owners of the lots within the subdivision and the members of the Association. Said open space may not be subdivided, re-subdivided, sold or conveyed in any manner, except upon full and complete compliance with the following requirements:

1. An amendment of this Amended Declaration of Protective Covenants to so provide.

2. The approval of the Planning Commission of Gunnison County, Colorado, and the Board of County Commissioners of Gunnison County, Colorado, or any successor commission or board then exercising the power to approve subdivisions or regulate land use in Gunnison County, Colorado.

23. Effect and Duration of Covenants. The conditions, restrictions, stipulations, agreements and covenants herein contained shall be for the benefit of and binding upon each lot in the subdivision and each owner thereof, his successors and assigns, and shall continue in full force and effect for twenty (20) years after the date of recording of this instrument in Gunnison County, Colorado at which time they shall be automatically extended for five (5) successive terms of ten (10) years, each, unless amended in the manner hereafter provided.

24. Amendment. The conditions, restrictions, stipulations, agreements and covenants herein contained shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the owners of seventy-five percent (75%) of the lots within the subdivision, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

Provided further that until such time as more than 75% of the duly platted lots within the subdivision have been conveyed by a duly recorded instrument of conveyance by the Declarant to third person purchasers, an instrument waiving, abandoning, terminating or amending this Amended Declaration of Protective Covenants shall be approved and consented to by the Board of County Commissioners of Gunnison County, Colorado.

25. Enforcement. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any owner of a lot in the subdivision or the Association, or Gunnison County, Colorado, to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorneys' fees for such violation.

26. Severability. The invalidation of any one or more of the sections of this instrument by any court shall in no way effect the other sections of the instrument, which shall remain in full force and effect.

Executed this 12 day of August, 1986.

NORTH ELK MEADOWS, a Colorado
general partnership

By Don E. Wilson
Don E. Wilson, general partner

STATE OF COLORADO)
) ss.
County of Gunnison)

I hereby certify that the foregoing instrument was signed before me this 12 day of August, 1986 by Don E. Wilson as general partner for North Elk Meadows, a Colorado general partnership.

Witness my hand and official seal.
My commission expires: June 8, 1987.

Robert E. Wright
Notary Public



EXHIBIT A

A tract of land situate in the Northwest Quarter of the Southeast Quarter of Section 13, Township 50 North, Range 1 West, N.M.P.M., Gunnison County, State of Colorado, more particularly described as follows:

Commencing at the east quarter corner of said Section 13 (as marked by a USGLO brass cap monument); thence South $46^{\circ} 27' 47''$ West 1837.25 feet to the southeast corner of North Elk Meadows property as described by deed in Book 547 at page 346 of the Gunnison County records, said corner being described in said deed as the intersection of the westerly right of way fence line of County Road No. 730 with the northerly right of way line of Highway No. 135 Service Road, said corner being located by this survey as the intersection point of existing fence lines marking said right of way lines, said corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract;

1. South $78^{\circ} 28' 34''$ West 175.20 feet to a southerly corner of said North Elk Meadows property;
2. South $89^{\circ} 49' 00''$ West 405.85 feet along the southerly boundary of said property to the easterly boundary of North Elk Meadows (a subdivision as displayed on a plat recorded in the Gunnison County records and bearing reception number 337850), this boundary also being the westerly boundary of North Elk Meadows property as described in said deed;
3. NORTH 74.13 feet along said easterly boundary;
4. Along said easterly boundary 156.79 feet on the arc of a curve to the left, said curve having a radius of 127.20 feet and a chord of North $35^{\circ} 18' 40''$ West 147.05 feet;
5. North $70^{\circ} 37' 20''$ West 286.94 along said easterly boundary;
6. Along said easterly boundary 29.49 feet on the arc of a curve to the left, said curve having a radius of 274.21 feet and a chord of North $73^{\circ} 42' 14''$ West 29.48 feet;
7. North $0^{\circ} 23' 28''$ West along said easterly boundary as defined by the found rebar monuments at the southeast corner of Lot 1 and the northeast corner of Lot 4 of said North Elk Meadows, a distance of 1002.60 feet to the east-west center section line of said Section 13;
8. North $89^{\circ} 57' 31''$ East 963.76 feet along said east-west center section line to the westerly right of way fence for Ohio Creek County Road No. 730;
9. South $0^{\circ} 12' 27''$ East 1264.58 feet along said fence line to the POINT OF BEGINNING of the herein described tract.

This tract contains 26.63 acres more or less.

North Elk Meadows Filing II Annual Meeting for 2018

March 5, 2019

Our 2018 Annual Meeting was called to order at 6:06 pm by President David McElyea at his home, 210 Sandpiper Trail. Residents in attendance were, Dorothy Reichle, CR Weidlein, Cheri Anderson, Blake Clifton, Joy and David McElyea. We also received nine proxy votes.

Minutes of the 2017 Annual Meeting were circulated and CR moved that we accept and Cheri seconded all agreed.

Treasures report was presented and accepted, we have a total of \$3763.17. **Architectural Design Committee** reported requests from four residents that had been approved during the year.

Election of Officers:

Vice President – Due to the lack of attendance CR agreed to finish this year out and at the next meeting he would withdraw from serving.

Brenda Creitz was retained as President of the **Architectural Design Committee**. Cheri Anderson requested to be removed from the committee.

We will address this issue again at our next meeting because our President and Vice President are up for election in 2019.

New Business:

HOA Dues – Dues will be left at \$50 for this year. All agreed we should have close to \$5000 in the bank in case of an unforeseen expense. Our average yearly expenses are \$575.

Security in the neighborhood was brought up and that we need to be vigilant with securing our homes and watching out for our neighbors while gone. Someone tried to enter the Anderson home and also they have noticed someone sitting in a car for over an hour parked on the side of the street.

Our dog issue was addressed again but this particular dog has become a nuisance that will be addressed directly to the owners. Please make sure your dog is under control at all times.

Use of Dues: Ideas included

1. Neighborhood Watch signs, CR was going to check with the Sheriff about getting two signs.
2. Repair of the fence at the corner by the mailboxes. We thought this was a County property issue. We will look into this when the snow melts.
3. Possible fencing the pond, the liability aspect was discussed, address in the fall.

Dorothy requested reimbursement of expense at \$15.12 that would cover paper, envelopes and stamps. She was asked to check with Linda our postal delivery person about meeting and just putting notices in our boxes without stamps. (Linda did say that would be okay)

Next meeting has been set for Wednesday, September 18th with possibly having a BBQ and everyone bring a side dish.

Meeting adjourned 6:58 pm

Submitted,

Dorothy Reichle, Secretary/Treasurer