

**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
ALPINE MEADOWS SUBDIVISION
IN GUNNISON COUNTY, COLORADO**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ALPINE MEADOWS SUBDIVISION IN GUNNISON COUNTY, COLORADO (hereinafter Amended and Restated Declaration), properly approved by at least 67% of the lot owners of Alpine Meadows Subdivision (hereinafter Subdivision), is to be effective as of the 20th day of September, 2018.

WITNESSETH

WHEREAS, on September 14, 1970, Arch G. Tilton and Frank Nisley, Jr. executed and recorded a Declaration of Protective Covenants and Restrictions Alpine Meadows Subdivision in Gunnison County, Colorado in Book 422 at page 207 (hereinafter Declaration) and the Plat for Alpine Meadows Subdivision at Reception No. 281371 the official records of Gunnison County, Colorado; and

WHEREAS, on December 14, 1970, an Amendment to Protective Covenants and Restrictions for Alpine Meadows Subdivision was duly executed and subsequently recorded in Book 462 at page 153 of the official records of Gunnison County, Colorado; and

WHEREAS, on April 5, 1995, a Second Amendment to Protective Covenants and Restrictions for Alpine Meadows Subdivision was duly executed and recorded in Book 762 at page 35 of the official records of Gunnison County, Colorado; and

WHEREAS, on September 8, 1999, a Restated Declaration of Protective Covenants and Restrictions Alpine Meadows Subdivision in Gunnison County, Colorado was recorded at Reception No. 496044 in the official records of Gunnison County, Colorado (hereinafter 1999 Declaration); and



WHEREAS, on November 29, 2005, an Amendment to Restated Declaration of Protective Covenants and Restrictions Alpine Meadows Subdivision in Gunnison County, Colorado was recorded at Reception No. 561001 in the official records of Gunnison County, Colorado; and

WHEREAS, on May 10, 2011, a Second Amendment to Restated Declaration of Protective Covenants and Restrictions Alpine Meadows Subdivision Gunnison County, Colorado was recorded at Reception No. 60525 in the official records of Gunnison County, Colorado; and

WHEREAS, the Alpine Meadows Subdivision in Gunnison County, Colorado, is the real property particularly described as follows:

Those portions of the W1/2 NE1/4 and E1/2 NW1/4 of Section 28, Township 13 South, Range 86 West of the 6th Principal Meridian lying North of the Slate River, more particularly described as follows: Beginning at the North Quarter Corner of said Section 28; thence N 87°24' E 1331.55 feet to the Northeast Corner of the W1/2 NE1/4 of said Section 28, thence S 1°07' E 2553.15 feet to the southeast Corner of said W1/2 NE1/4, thence S 89°49' W 190.0 feet more or less to the center of the Slate River, thence Northwesterly along the centerline of said Slate River to the West line of the E1/2 NW1/4 of said Section 28, thence N 3°13' W 1200.00 feet more or less to the Northwest Corner of said E1/2 NW1/4, thence S 86°35' E 1365.50 feet to the point of beginning;

and

WHEREAS, said Subdivision contains 21 lots, and parcels A and B which are treated as two lots, which are more particularly described as follows:

Parcel A. Beginning at a point from which the N1/4 Corner of Section 28, T 13 S, R 86 W of the 6th P.M. bears N 41°36'14"W for a distance of 1647.5 feet;

Thence N 21°13' E for a distance of 140.0 feet
Thence N 11°41' E for a distance of 104.90 feet
Thence N 31°50'W for a distance of 239.0 feet
Thence N 82°30'W for a distance of 169.39 feet
Thence S 80°50'W for a distance of 119.34 feet
Thence S 41°00'E for a distance of 255.0 feet
Thence S 25°00'E for a distance of 250.0 feet



Thence S 73°00'E for a distance 70.05 feet to
point of beginning

containing 2.07 acres more or less.

Parcel B. Beginning at a point from which the N1/4 Corner of Section 28, T 13 S, R
86 W of the 6th P.M. bears N 41°14'W for a distance of 1647.5 feet;

Thence N 21°13'E for a distance of 140.0 feet
Thence N 11°41'E for a distance of 104.90 feet
Thence N 31°50'W for a distance of 239.0 feet
Thence S 82°30'E for a distance of 310.61 feet
Thence S 01°07'E for a distance of 476.14 feet
Thence N 73°00'W for a distance of 275.06 feet

Containing 2.40 acres more or less; and

WHEREAS, certain portions of the lands included within the boundaries of said
Subdivision are designated on the plat as "access" or as "common ownership," which areas
are hereinafter referred to as "community property;" and

WHEREAS, the Subdivision was created to form a residential community with open
spaces, access and other common facilities for the benefit of said community; and

WHEREAS, the Subdivision was created to provide for the preservation of the
values and amenities in said community and for the maintenance of access and open
spaces and other common facilities; and to this end, the real property above described is
hereby subjected to the covenants, restrictions, easements, charges and liens hereinafter
set forth, each and all of which is and are for the benefit of said property and each owner
thereof; and

WHEREAS, it was deemed desirable, for the efficient preservation of the values and
amenities in said community, to create an association to which should be conveyed,
delegated and assigned the water facilities serving said Subdivision and the community
property, together with the powers of maintaining and administering said community
property and water facilities and administering and enforcing the covenants and restrictions



and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, on March 25, 1980, Alpine Meadows Property Owners Association (hereinafter Association), a Colorado nonprofit corporation, was incorporated for the purpose of exercising the functions aforesaid, and any other powers and duties pursuant to law; and

WHEREAS, Article 17, Section 1 of the Declaration requires the approval of two-thirds of the owners of the lots in the Subdivision to amend the within Amended and Restated Declaration; and

WHEREAS, the Board of Directors of the Association has requested and received the approval of at least 67% of the owners of the twenty-three (23) lots within the Subdivision for the within Amended and Restated Declaration; and

WHEREAS, the owners desire to amend and restate the Declaration and the amendments thereto and restatements thereof and have approved the subject Amended and Restated Declaration for recording in the official records of the Clerk and Recorder's Office of Gunnison County, Colorado.

NOW THEREFORE, the Association and the owners, for themselves, their successors and assigns, do hereby publish, establish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations, as they may be amended and/or restated from time to time, shall be deemed to run with the land, shall be a burden and a benefit to the Association and the Owners, and binding upon any person or entity having any right, title, and interest in and to the afore-described real property or the Subdivision, or any part thereof, and their heirs, successors and assigns, and shall inure to and be for the benefit of each owner within Alpine Meadows Subdivision.



NOW, THEREFORE, the Association hereby amends and restates the Declaration including the amendments thereto and restatements thereof, as set forth herein:

1. **USE AND SIZE - FAMILY RESIDENCE.** All lots within the Subdivision shall be used exclusively for residential purposes. "Family Residence" shall mean the primary residence on any lot within the Subdivision which is designed for occupancy by the owner of the lot. There shall be only one family residence on any lot, and no lot shall have more than a maximum of two buildings. A family residence shall be no more than 4,500 square feet in size but no less than 1,000 square feet. However, the square footage may be expanded to a maximum of 6,200 square feet if deemed by the Architectural Control Committee to be sufficiently hidden from view. In this case, no more than 4,700 square feet shall be in view above grade, with an additional 1,500 square feet allowed at garden level. The floor of a family residence at garden level shall have no more than one-half (1/2) of its exterior walls visible from the exterior of the structure. If a second building is desired, it shall be no more than 750 square feet in size. Such square footage shall be included in the total aggregate allowable square footage on any given lot, which is 6,200 square feet. Any detached garage and/or guest space shall be accessed by the same driveway as the family residence. No other buildings such as carports or sheds shall be allowed except for a child's playhouse, which must be placed as approved by the Architectural Control Committee, in consultation with any other commenting owners. In computing square footage, the area of garages shall be included but open porches shall not be included. When remodeling and otherwise, all existing structures shall be computed as part of the total aggregate allowable square footage on any lot.

The maximum height of any building shall be thirty-five feet. The height of a building shall be measured and determined as set forth in the Uniform Building Code.

If a secondary building is used for guests, the habitable shall have no more than two bedrooms, one bathroom and one air lock entry. It shall not contain a kitchen and shall not be rented or leased for consideration, separate and apart from a rental or leases of the



entire lot. The guest space shall at all times be owned by the owner of the lot.

No commercial or business enterprise of any nature shall be allowed or permitted on any lot; provided, however, that the owner of a lot may be permitted to rent or lease the lot and improvements thereon, subject to the restrictions herein, and subject to rules and regulations related to short and long-term rentals adopted and approved by the Board of Directors. All renters shall be required to sign a release of liability as to the Association. Any Member who does not secure a signed release of liability shall fully indemnify, defend and hold harmless the Association from any and all claims that may arise as a result of the rental of the Member's property. An owner or lessee may also conduct a home business, artistic or literary activity on any lot upon the prior approval by the Board of Directors of the Association as to such business or activity. "Home business" shall mean any commercial use carried on within a family residence which is:

- A. customarily conducted entirely within a family residence by the occupants of the family residence;
- B. incidental and secondary to the use of the family residence for residential purposes;
- C. conducted in such a fashion as not to change the manner or character of use of the family residence;
- D. conducted in such a fashion that the commercial noises and activities do not interfere with the quiet of the neighbors and quiet and dignity of the neighborhood;
- E. conducted without the employment of individuals other than the occupants of the family residence; and
- F. not utilized as a wholesale or retail outlet.

2. **BUILDING LOCATIONS.** The location of all buildings, structures, and other improvements upon a lot shall be with the prior approval of the Architectural Control Committee, and no building or other structure shall be placed so as to interfere with any easements, or within 80 feet of the centerline of Nicholson Lake Road. An improvement



shall be any manmade structure, including exterior landscaping or fencing structures which are more than twelve inches (12") above natural grade. No buildings, structures or other improvements shall be placed within 40 feet of either side lot line of a lot. The side lot lines shall be those which are perpendicular or nearly so, to the lot line which is along the road providing access to the lot. It is the objective of this Declaration to provide covenants which will maintain the natural beauty of the area, and at the same time allow homeowners to maximize square footage as they desire. With this in mind, the covenants should be enforced to minimize the visual impact of the structures.

3. **RESUBDIVISION AND EASEMENTS.** No further subdivision of the 23 lots as shown on the recorded plat of said Subdivision shall be permitted except that conveyances to the Association for use as community property or to Gunnison County for use as public property shall be permitted. In addition, no Member shall permit or create an easement or license upon the Member's lot which would allow the general public to access the Member's lot.

4. **TEMPORARY STRUCTURES.** No mobile homes, temporary buildings or tents shall be permitted upon any lot, whether for use as a dwelling, for storage or otherwise, except during construction of a permanent structure upon the lot, and in such event not in excess of one year from the date of commencement of construction.

5. **ARCHITECTURAL CONTROL.**

Section A. Board. The Board of Directors of the Association, or a committee it appoints, shall be the Architectural Control Committee (hereinafter Committee).

Section B. Review and Approval. No single family residence, guest space, garage, building or other improvement shall be commenced, constructed, erected or maintained upon any lot, nor shall any exterior addition, change or alteration be made, until the plans and specifications therefor have been submitted to and approved in writing by the Committee in the manner hereafter set forth. Any and all



exterior changes to a building which has been approved for construction by the Committee must be submitted to the Committee prior to construction of the changed element. The Committee shall consider the requested change and respond in writing to the owner.

Section C. Submittal Procedure. Prior to the commencement of any such construction, the plans for the proposed building or improvement shall be submitted to the Committee for approval. The submittal for approval shall include, at a minimum, the following documents:

C.1 A plot plan showing the location of any building or improvement, access driveway, parking area and any terrain or structure features, such as large rocks, trees, ponds, patios, fences, or decks. Said plot plan shall be on a drawing showing the location of any improvements on the lot, if any, which is certified by a Colorado licensed surveyor as being accurate. It shall show the location of corner monuments for the lot which have been placed by a licensed surveyor.

C.2 The plans and specifications for the building, and including a roof plan, in sufficient detail to verify and confirm the size, type and dimensions of the building, mass and height of the building, all design features thereof, all exterior elevations showing all sides of the building, all floor plans and the types of construction and materials.

C.3 Samples of the exterior materials and color schemes for the building.

C.4 A landscape, drainage and grading plan.

Section D. Purpose of Review. The Committee shall consider the suitability of the proposed building or other improvement and in particular the harmony of the structure with the environment, the effect of the structure on the utilization and view of the lot and surrounding lots and property and the placement of the structure with



respect to topography, drainage, snow removal, ground elevations, and existing natural terrain features.

Section E. Design Requirements. All buildings shall be built in an exterior style and with colors and materials harmonious to the area and similar in style, color and materials to other buildings on the same lot.

All exterior lighting shall be designed and directed in a manner approved by the Committee. Only incandescent exterior lighting shall be allowed and all such lighting or illumination on any lot shall be so located, placed, shielded and designed to be architecturally and ascetically in keeping with the buildings on the lot, and surroundings, and to have minimally visual pollution or impact on any other lot.

Manicured lawn areas shall be restricted to no more than 2,500 square feet. The use of native plants, grasses, and flowers is encouraged.

Section F. Variances. The Committee may allow variances in the provisions of this Article 5, but any such variances must be ratified by the affirmative vote of two-thirds of the then owners of the lots in the Subdivision. The Committee may require that any such variance shall lapse upon sale of the lot to a party other than the owner requesting the variance. The required ratification materials shall be drafted by the Committee, and mailed by the applicant, at his or her expense, who shall also provide the Committee with certified mailing receipts to all owners.

Section G. Hearing. The Committee shall, within thirty (30) days of receipt of a submittal for approval with all required accompanying data, hold a hearing on such request. The Committee may approve, disapprove or approve with conditions any request submitted to it. The decision of the Committee shall be in writing. In the event that the Committee fails to take action within ten (10) days after the date of the hearing, or fails to hold such hearing within thirty days after receipt of a submittal for approval, the application shall be deemed to have been approved, provided



however, that no building or other improvement shall be erected or allowed to remain on any lot which violates any of these covenants or the restrictions contained herein.

Section H. Notice of Hearing. The applicant, and/or any person on his or her behalf, may attend the hearing on the application for approval and submit such information as the Committee may desire. Notice of the hearing shall be given in writing to all members of the Association and all members shall have the right to be present at the hearing or to submit in written form any comments they may desire. The required notice shall be drafted by the Committee, and mailed by the applicant, at his or her expense, who shall also provide the Committee with certified mailing receipts to all owners.

Section I. Quorum. A majority of the Board of Directors shall constitute a quorum of the Committee and all decisions of the Committee shall be by a majority vote of the directors present.

Section J. Final Decision. The decision of the Committee shall be final, subject only to the right of judicial review as provided by the laws of Colorado. The Committee shall indicate to any applicant in the event of disapproval, the reasons why the request was rejected and grant to the applicant an opportunity to resubmit with the revisions and corrections that would bring the request for approval into conformity with the requirements of this Amended and Restated Declaration.

Section K. Rules and Regulations. The Committee may adopt such rules and regulations as are appropriate to govern its proceedings.

Section L. Fees. No application fee will be required for any approval request. However, all legal and other professional fees incurred by the Committee on behalf of the Association as a result of an applicant requesting a variance shall be paid by



the applicant within fifteen (15) days after receiving a statement therefor by the Association.

Section M. Building Permit. In addition to the approval requirements by the Committee, each applicant is responsible for obtaining all approvals, licenses and permits as may be required by Gunnison County, Colorado and any entity or district having jurisdiction over the lot prior to the commencement of construction.

6. **WATER.** All water, wells and sewage disposal systems placed upon any lot shall comply with the requirements of the State of Colorado Health Department and the health department of Gunnison County, Colorado. Any residence constructed on any lot shall, if so permitted, be connected with any public or community water or sewage disposal system which may hereafter be formed or created to serve the Subdivision so long as said public system is in existence and makes service available to the lot.

7. **CLEARING OF TREES.** Approval shall be obtained from the committee to cut down, clear or kill any trees on any lot or Association property except those trees which are located on that portion of a parcel of land which will be occupied by an improvement which is approved by the committee.

8. **PARKING AND ABANDONED VEHICLES.** No automobiles, vehicles or machines shall be parked upon the Nicholson Lake Road (the main road through the Subdivision), or around Nicholson Lake on Association property except on a temporary basis during times of Board approved special events when there is not sufficient parking on a lot. No abandoned or inoperative vehicles or machines shall be placed and remain on any lot for more than thirty (30) days unless stored or parked in a garage. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of thirty (30) days or longer; provided, however, this shall not include vehicles parked by owners while not in residence. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the



owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner.

9. **NUISANCE.** Nothing shall be done or permitted on any lot which may become annoying or a nuisance to the neighborhood. No obnoxious or offensive activities or commercial business or trade shall be carried on upon any lot, except as otherwise provided herein.

10. **REFUSE AND RUBBISH, SIGNS, AND UNKEMPT CONDITIONS.** No rubbish, trash, ashes, garbage or other refuse shall be allowed to accumulate or be placed on any lot or community property within the Subdivision. There shall be no burning or other disposal of refuse, other than wood, out of doors. Each owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be kept in a neat, clean and sanitary condition, and protected from the wind, animals and other disturbances.

No sign of any kind shall be displayed to public view on any portion of any lot, except only a sign not to exceed four square feet identifying the owner and/or address of the lot, or a sign not to exceed four square feet, advertising the lot for sale.

No owner shall allow the development of any unkempt or inappropriate conditions of buildings or grounds which will substantially decrease the beauty of the neighborhood as a whole or the specific lot.

The Committee shall have the authority to determine the appropriateness of parking and storing boats, snowmobiles, motorhomes, trailers and other similar items within the Subdivision.

11. **WATER SYSTEM AND COMMUNITY PROPERTY.** The Association is responsible



for the operation of the water system serving the Subdivision and for the maintenance and administration of the community property. The maintenance for the above and the cost of such services shall be based and computed upon actual cost reasonably necessary to carry on such work. Each lot shall be limited to one tap-in to the Subdivision's central water system, unless otherwise agreed in writing by the Board of Directors of the Association.

Nicholson Lake is a natural alpine lake and is for the common use and enjoyment of all Members of the Association. Nicholson Lake exists and shall exist in its natural state. The Board may promulgate rules and regulations concerning the use of Nicholson Lake, including fishing, swimming, boating and other uses, including use of the lake by guests and renters. No winter activities are permitted on or around the lake. Each Member shall abide by the rules and regulations for Nicholson Lake. There is no lifeguard on duty or monitor at Nicholson Lake and accordingly, each Member shall use Nicholson Lake at his or her own risk, assume all liability related thereto, and release the Association from any and all damages, costs, claims, liabilities and expenses as a result of said use. All guests and renters shall be required to sign a waiver agreement in order to use Nicholson Lake. Members shall fully defend, indemnify and hold harmless the Association from any and all damages, claims, costs and expenses related to their guest and renter use of Nicholson Lake. The Association shall maintain any infrastructure, such as the dock, it places at the lake. The Association is not responsible for the stocking fish therein. The Board may elect to stock the lake with fish but is not obligated to do so. Any Member may stock the lake with fish at his or her own expense, provided the stocking plan is coordinated with and approved by the Board.

12. FISHING RIGHTS AND HUNTING. The Association retains all fishing rights for the use of the Members and a reasonable number of house guests at any one time on the streams and in the lake flowing or located within the boundaries of the Subdivision. No hunting shall be permitted and no firearms shall be discharged within the Subdivision at any time by any owner or guest.



13. **NOXIOUS WEED CONTROL.** Noxious weed control is required by Gunnison County, Colorado. It is important all land within the Subdivision is controlled for noxious weeds so that the potential for dissemination of noxious weeds within the Subdivision is mitigated. Owners are required to perform noxious weed control on their respective lots. The Association shall perform noxious weed control on community property. Upon an owner's request or in the absence of an owner performing noxious weed control on his or her lot, the Association is authorized to perform such noxious weed control, which expense therefore shall be paid by the owner. In the event the Association performs weed control for all lots and community property, the Board shall determine and implement the weed control program, despite any Member objections thereto, such cost shall be included in the annual common expense budget, and allocated among lot owners pursuant to this Amended and Restated Declaration. The Board may promulgate rules and regulations regarding noxious weed control in its discretion.

14. **PERIMETER FENCE.** The Association has installed a wire laydown fence around the Subdivision, the purpose of which is to prevent livestock (primarily cattle) from entering the Subdivision. The Association shall be responsible for maintaining the wire laydown perimeter fence, the cost of which shall be included in the annual common expense budget and allocated among lot owners pursuant to this Amended and Restated Declaration.

15. **LIVESTOCK.** No livestock or animals other than usual household domestic pets shall be allowed or permitted on the lots within the Subdivision and no livestock or animals of any kind shall be allowed upon the community property except as may be permitted by rules and regulations promulgated by the Association.

16. **COVENANT FOR MAINTENANCE ASSESSMENTS.**

Section A. Creation of the Lien and Personal Obligation of Assessments. The owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and



agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, and other Association obligations as the Board determines, such assessments to be fixed, established, and collected from time to time as hereinafter provided. All such annual and special assessments shall be divided equally among the owners of the twenty-three lots in said Subdivision and such assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section B. Purpose of Assessments. The assessments levied by the Association shall be based upon the common expenses set forth hereunder and used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the community property and of the residences on the lots situated in the Subdivision, including, but not limited to, the payment of taxes and insurance on the community property owned by the Association and for the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section C. Determination of Regular Assessments and Dues. Within ninety (90) days after the preparation and adoption of an annual common expense budget, the Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the owners and shall set a date for a meeting of the owners to consider the budget. The budget proposed by the Board does not require approval by the owners, and it will be deemed approved by the owners in the absence of a veto at the duly noticed meeting by a majority of owners, whether or not a quorum is



present. Annual assessments and dues are based on and determined by the annual common expense budget as adopted and approved herein. The Board may amend a budget from time to time as needed for the efficient operation and administration of the Association.

Section D. Due Dates. The annual assessments for any year shall become due and payable on the first day of March of said year. The due date of any special assessment under Section A. hereof shall be fixed in the resolution authorizing such assessment.

Section D. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the said Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every such owner subject thereto.

The Association shall upon demand at any time furnish to any such owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether all assessments have been paid, and if not, the outstanding balance. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section E. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If all of the assessments on any lot in said Subdivision are not fully paid on the date when due, then such assessment shall become delinquent and shall, together with



such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on said lot which shall bind such lot in the hands of the then owner, his or her heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his or her personal obligation and shall not pass to his or her successor in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate to be determined by the Board, and the Association may bring an action at law against the owner personally obligated to pay the same and/or to foreclose the lien against said lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

If the Association properly files a Statement of Lien or other document to initiate a lien and/or foreclosure action against an owner to collect a delinquent assessment, the delinquent Owner shall be required to pay the reasonable attorneys' fees incurred by the Association to file such a document, negotiate a settlement and file a release of the recorded document. Said reasonable attorneys' fees shall be paid prior to the actual release of the lien. The Association shall be required to comply with any collection policy it may have adopted prior to taking any legal action thereon.

Section F. Exempt Property. The following property subject to this Amended and Restated Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and



devoted to public use; (b) all community property; and (c) all properties exempted from taxation by the laws of the State of Colorado, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to residential use shall be exempt from said assessments, charges or liens.

17. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. When more than one person holds such interest or interests in any lot, all such persons shall be Members, and the vote for such lot shall be exercised as they among themselves determine. Each lot shall be entitled to one vote in and on Association matters, provided that the owner thereof is in good standing with the Association.

18. POWERED WATER CRAFT. No powered craft of any type except hand operated or electric motors of less than one horsepower shall be allowed on Nicholson Lake or any other bodies of water found within the Subdivision. All boats and other watercraft within fifty (50) yards of Nicholson Lake shall be chained and locked at all times when not in use, such that they shall not be accessible anyone other than the owner or owner authorized use of such boat or water craft.

19. GENERAL PROVISIONS.

Section A. Duration. The covenants and restrictions of this Amended and Restated Declaration shall run with the land and bind the Subdivision, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Amended and Restated Declaration, their respective legal representatives, heirs, successors and assigns.



Section B. Notices. Unless otherwise set forth herein, any notice required to be sent to any member or owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing. Every member or owner shall be required to provide their current address to the Association within 30 days after becoming a member or owner, or after a change in address.

Section C. Enforcement. Enforcement of this Amended and Restated Declaration may be by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants or restrictions herein, or referenced herein. Such a proceeding may be brought by the Association or an owner or owners. The Association may recover reasonable attorneys' fees and other legal costs if it takes action to interpret, construe or enforce the provisions herein, or any document referenced herein, whether or not an action in court is initiated. The failure by the Association or any owner to enforce any of the provisions herein, or in any documents provided for herein, shall in no event be deemed a waiver of the right to do so thereafter.

Section D. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section E. Amendment. This Amended and Restated Declaration, including any Plat, may be amended only by the affirmative of the owners of lots to which 67% of the votes are allocated. No amendment shall be effective until approved by Gunnison County, Colorado and duly executed, acknowledged and recorded in in the office of the Clerk and Recorder of the County of Gunnison, Colorado. Any



amendment, upon such recording, shall be for the benefit of be binding on all owners of lots within the Property.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Protective Covenants and Restrictions Alpine Meadows Subdivision in Gunnison County, Colorado is executed by the Association this 20th day of September, 2018.

ALPINE MEADOWS PROPERTY
OWNERS ASSOCIATION,
a Colorado non-profit corporation

By: 
Gerald Clark, President

ATTEST:



Secretary

STATE OF COLORADO)
)ss.
County of Gunnison)

Subscribed and sworn to before me this 20th day of September, 2018, by Gerald Clark, President of the Alpine Meadows Property Owners Association, and Elizabeth Smith, Secretary of the Association.



Witness my hand and official seal.

A handwritten signature in cursive script, appearing to be 'E Appleton', written above a horizontal line.

(SEAL)

Notary Public

My commission expires: 04072020

ELIZABETH P APPLETON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20084009411
MY COMMISSION EXPIRES 04-07-2020