

**AMENDED AND RESTATED DECLARATIONS OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF HIGH COUNTRY ESTATES  
HOMEOWNERS WATER AND SEWER ASSOCIATION, INC.**

THIS AMENDED AND RESTATED DECLARATION (the "Declaration") is made this 13<sup>th</sup> day of January, 2021, by the High Country Estates Homeowners Water and Sewer Association, Inc., hereinafter called the Association.

WITNESSETH:

WHEREAS, THE HIGH COUNTRY ESTATES HOMEOWNERS WATER AND SEWER ASSOCIATION, INC., incorporated under the laws of the State of Colorado, as a nonprofit corporation, for the purpose of maintaining a residential community with a permanent golf course, lakes, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, the Association is the owners' association contemplated by the Declarations of Protective Covenants, Conditions, and Restrictions of High Country Estates Homeowners Water and Sewer Association, Inc. recorded on March 21, 1986 at Reception No. 86014395 of the real property records of Larimer County, Colorado, as previously amended (the "Original Declaration"); and

WHEREAS, the Association is delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created by the Original Declaration; and

WHEREAS, pursuant to its terms, the Original Declaration can be amended by a written instrument signed by not less than 67% of the Lot Owners; and

WHEREAS, at least 67% of the Lot Owners have approved or otherwise voted in favor of this Declaration, or in the alternative, the Association has obtained judicial approval in accordance with C.R.S. § 38-33.3-217(7).

NOW, THEREFORE, the Original Declaration is replaced and amended and restated as follows:

# ARTICLE I

## *Definitions*

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" or "Homeowners Association" shall mean and refer to the HIGH COUNTRY ESTATES HOMEOWNERS WATER AND SEWER ASSOCIATION, INC., its successors and assigns.

(b) Allocated Interests. The votes in the Association and liability for common expenses allocated to each Lot. The Owners of each Lot shall be allocated one vote in the Association. Allocations of common expenses to any one Lot shall be the percentage equivalent of a fraction in which the numerator is one (1) and the denominator is the total number of all Lots in the Association.

(c) "The Properties" shall mean and refer to that certain real property hereinafter described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in compliance with Colorado law.

(d) "Common Area" shall mean all property owned by the Association for the common use and enjoyment of its members, as designated on the final plot of the High Country Estate Planned Unit Development.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Area as heretofore defined.

(f) "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of The Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I.

(h) "Commercial Lots" shall mean and refer to any plot of land shown upon the recorded subdivision Plat of the property, or any plots which may in the future become commercial or business areas. Commercial Lots are also Lots.

(i) "Plat" means the Final Plat of the High Country Estates P.U.D. recorded January 25, 1979 at Reception No. 290554 of the real property records of Larimer County, Colorado, as it may be amended from time to time by the Association in accordance with Colorado law.

## **ARTICLE II**

### ***Property Subject to this Declaration Additions Thereto***

#### **Section 1. Existing Property**

The real property that is subject to this Declaration is located in the County of Larimer, and is more particularly described on Exhibit A ("The Properties"). Any real property that is not described on Exhibit A or that has not been properly annexed into the Association is neither benefited nor burdened by this Declaration.

#### **Section 2. Additions to Existing Property**

Additional lands may become subject to this Declaration in the following manner:

(a) Annexation of Additional Properties. Upon approval in writing of the Association pursuant to a vote of its members as provided by the Colorado Common Interest Ownership Act and in the Articles of Incorporation, the owner of any property may add such property to the scheme of this Declaration and subject it to the jurisdiction of the Association.

(b) Mergers. Upon a merger or consolidation of the Association with another association as may be provided in the Articles of Incorporation or By-laws, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights, obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as surviving corporation subject to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any relocation, change, or addition to the covenants established by this Declaration within The Properties, except as hereinafter provided.

## **ARTICLE III**

### **Membership and Voting Rights in the Association**

#### **Section 1. Membership**

Every person or entity who is a record owner of a fee interest in any Lot that is subject to the Declaration 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification of such membership.

## **Section 2. Voting Rights**

A Member shall be all those Owners as defined in Article III, Section 1. Members are entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one (1) person holds such interest or interests in any Lot or Commercial Lot, all such persons shall be members and the vote for such Lot or Commercial Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

# **ARTICLE IV**

## ***Property Rights in the Common Areas***

### **Section 1. Members Easements of Enjoyment**

Subject to the provisions of Section 4, every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

### **Section 2. Title to the Common Area**

Title to the Common Areas shall be held solely by the Association and not by individual Owners. The Association is a planned community.

### **Section 3. Delegation of Use**

Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

### **Section 4. Extent of Members' Easements**

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to limit the number of guests of members.

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure and

(d) The right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations and

(e) The right of the Association in accordance with its Bylaws, to charge reasonable admission and other fees for the use of the Common Areas for the purpose of improving the Common Areas amenities, roads, water and sewer system.

The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for any such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to the dedication or transfer and signed by Members representing sixty- seven percent (67%) of the Lots has been recorded. If requested by said public agency, the Association may release all or any part of the transferred Common Area from the Declaration. This release shall be effected only by an instrument signed by Members representing sixty- seven (67%) of the Lots.

## **ARTICLE V**

### ***Covenants for Maintenance and Use Assessments***

#### **Section 1. Creation of the Lien and Personal Obligation of Assessments**

Each Owner of any Lot, by acceptance of a deed therefor, whether or not expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments, (2) Special Assessments for capital improvements. Such assessments to be fixed, established, and collected from time to time 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. The Association also has the power to levy Specific Assessments against a particular Lot to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any special services that the Association may offer or which the Association may otherwise provide to fewer than all Owners under the Declaration; and to cover costs incurred in bringing a Lot into compliance with the Declaration, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot or the Owner's guests or invitees. Each such assessment, together with such interest, costs, and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

## **Section 2. Purpose of Assessments**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the aesthetic pleasure, recreation, health, safety, and welfare of the residents in The Properties and for the improvement, operation and maintenance of the Common Areas, utility corridor, water and sewage system operations, tax indebtedness of the Common Areas, and of the homes situated on The Properties.

## **Section 3. Basic and Maximum of Annual Assessments**

After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment of each respective year. Annual Assessments and Special Assessments shall be imposed in accordance with the Allocated Interests. The Association is not required to levy Specific Assessments in accordance with the Allocated Interests.

## **Section 4 Special Assessments for Capital Improvements**

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for any purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (67%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Such vote may be conducted by written ballot (including electronically) in accordance with the Colorado Revised Nonprofit Corporation Act. The Executive Board shall provide the Members with at least 30 days' notice prior to the due date of any Special Assessment.

## **Section 5. Basis and Maximum of Monthly Water and Sewer Assessments**

After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the assessment for a one (1) year period of January 1 to December 31 of each respective year beginning January 1, 1986, and every year thereafter.

## **Section 6. Notice and Quorum for Any Action Authorized Under Section 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## **Section 7. Date of Commencement of Annual Assessments: Due Dates**

The Board of Directors shall fix the amount of the annual assessments at least thirty (30) days in advance of each annual assessment period. Within ninety days after adoption of any proposed budget, the Board of Directors 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. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Board of Directors shall give notice to the Owners of the meeting as allowed for in the Bylaws. The budget will be deemed approved unless, at such meeting, a majority of all owners veto the budget, in which case the prior year's budget will continue in place until a new budget is proposed and not vetoed.

The due dates for Annual, Special, and Specific Assessments shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## **Section 8. Effect of Nonpayment of Assessments:**

Remedies of the Association: Any assessments which are not paid when due shall be delinquent. Assessments are billed on the first day of the quarter and delinquent on the first day of the following quarter. The assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property; and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## **Section 9. Subordination of the Lien to Mortgages**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage only to the extent required by C.R.S. § 38-33.3-316. Sale or transfer of any Lot shall not affect the assessment lien unless the Association fails to provide a statement of status of assessments in accordance with C.R.S. § 38-33.3-316. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **Section 10. Exempt Property**

The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by local public authority, (b) the Common Area. No land or improvements devoted to dwelling use shall be exempt from said assessments.

## **ARTICLE VI**

### ***Architectural Review***

#### **Section 1. Architectural Review**

Before anyone shall commence the construction, reconstruction, remodeling, addition to or alteration of any building, wall, fence, or any structure whatsoever (including any outbuilding, playhouse, dog run, etc.), there shall be submitted to the Architectural Review Committee (herein referred to as the Committee), two (2) complete sets of plans and specifications for said improvements, the erection or alteration of which is desired. No such structure or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations, and specifications therefor have received written approval as herein provided. Such plans shall include plot plans, location of structures and improvements, floor plans, fence plans, and elevations, showing all aspects of dwelling and development of the Lot as an architectural unit, together with the proposed color scheme for fences, roofs and exteriors.

In order to avoid unnecessary hardships, it is recommended that all Lot owners contemplating construction or alterations, as mentioned above, submit preliminary drawings in duplicate of such planned work to the Committee to obtain tentative approval before incurring the expense associated with detailed or complete drawings, plans, or specifications. One set of plans and specifications and details, with the approval or disapproval endorsed thereon shall be returned to the person submitting same within thirty (30) days and the other copy thereof shall be retained by the Committee.

The Committee shall have the right to disapprove any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Committee's option, for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the buildings or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, the nature of and location of the community, and if it is in accordance with all of the provisions of this Declaration. It is not the intent of this Declaration to dictate specific construction styles, color schemes, or building materials except as specifically set forth in Article VII, but all improvements within the Association should be well-planned and designed to ensure that the improvements promote and do not detract from property values.



The Committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications, or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions. If the Committee votes to disapprove the plans or approves them with conditions, the Owner has the right to appeal the decision to the Board, or if the Committee is the Board, to a neutral hearing committee comprising at least three other Owners in the Association. Neither the Association nor any architect or agent of the Association, nor any member of the Committee by virtue of his membership therein on discharge of his duties required thereby shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said Lots shall be moved thereafter without prior written approval of the Committee. In the event the Committee fails to approve or disapprove within thirty (30) days after all plans and specifications have been received by it, approval will not be required and there will be deemed to have been full compliance with the related covenants.

## **Section 2. Architectural Review Committee**

The Architectural Review Committee shall consist of at least two (2) persons to be appointed by the Board of Directors and may comprise members of the Board of Directors. The members of the Architectural Review Committee shall, as long as the restrictions, covenants, and conditions herein set forth are in force and effect, perform the duties imposed on them as herein set forth. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services pursuant to this covenant.

## **Section 3. Fences**

All fences shall be approved by the Architectural Review Committee and be designed and approved as an integral part of the design of the house. Replacement of a fence with the same materials in the same location does not require approval of the Committee.

# **ARTICLE VII**

## ***Land Use Restrictions***

### **Section 1. Land Use and Building Type**

No structure or structures shall be erected, places, altered or permitted to remain on any Lot within The Properties other than detached single family dwellings, private garages, and other outbuildings incidental to residential use, except in the area allowed for Commercial Lots which shall be used for retail business, offices, and recreational purposes. An outbuilding as used herein shall mean an enclosed covered structure not directly attached to the dwelling which it serves.

No structure shall be erected, altered, placed, or permitted to remain on any Residential Lot with the Properties that exceeds one (1) story in height except Lots 2, 4, 5, 6, 7, 8, 19, 16, and 15 may be bi-level or tri-level construction, provided, however, in no event shall a bi-level or tri-level structure, as allowed hereinabove, exceed twenty-four ( 24 ) feet in height from grade measure at the mid-point of the front of the structure. No dormers or attic windows shall be permitted if the intent is to exceed the allowable height limitations. No Commercial Lot structure may exceed two (2) stories in height, thirty-five feet maximum.

## **Section 2. Dwelling Quality and Size**

No residential structure shall be erected on any part of the described real property which is not compatible with the character, quality, and amenities associated with the neighborhood as determined by the Architectural Review Committee in accordance with Article VI. The minimum dwelling size of any Residential Lot residence shall be six hundred (600) square feet. The exterior construction of all Commercial Lot structures shall be of native stone, log, log siding, or a combination thereof. Each residence shall have parking spaces of sufficient size to park not less than two (2) cars.

## **Section 3. Building Locations**

Lot residences shall be set back at least fifteen (15) feet from the front line of the Lot; ten (10) feet from the side line and ten (10) feet from the rear line. In case of any dispute, the Architectural Review Committee shall determine the front, side, and rear lines.

## **Section 4. Re-subdivision of Lots**

No lot or lots shall be subdivided except for the purpose of combining portions with an adjoining lot provided that no additional building site is created thereby. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall for all purposes of this Declaration, excluding Assessment obligations, be deemed as constituting a single Lot. Not less than one entire Lot as originally platted shall be used as a building site. The removal of boundaries between Lots does not eliminate the Owners' obligation to pay Assessments for both Lots. The removal of boundaries between a Lot on The Properties and any property not on The Properties does not render the property subject to the benefits or burdens of this Declaration.

## **Section 5. Temporary Structures**

No temporary house, trailer, tent, garage, or outbuilding shall be placed or erected upon any part of said Lots and no residence placed or erected on any Lot shall be occupied in any manner at any time prior to the exterior being fully completed in accordance with approved plans nor shall any residence when completed be in any manner occupied until there is compliance with all requirements, conditions, covenants, and restrictions herein set forth provided however, that during the actual construction or alteration of building on any Lot reasonable and necessary temporary

buildings for storage of materials may be erected and maintained by the person doing such work. Such temporary storage buildings shall be removed upon completion of the construction, alteration or remodeling. The work of construction, altering and remodeling any building or any part of The Property shall be prosecuted diligently from the commencement and completed with one (1) year of commencement.

However, an owner of a Lot may place for his enjoyment, an occupied trailer, or mobile home upon his Lot for no more than sixty (60) days during a calendar year. Use of such trailer or mobile home is subject to any restrictions or requirements imposed by Larimer County. Each request shall be passed onto the Architectural Review Committee to be reviewed and approved subject to the provisions of this Article. Members may store one unoccupied recreational vehicle on their property.

## **Section 6. Trash, Etc.**

Each Lot shall provide a fully enclosed area for containment of trash, garbage, bottles, leaves or other refuse. Each Lot at all times shall be kept in a clean, sightly, and wholesome condition and weeds shall be kept mowed. No trash, litter, junk: boxes, containers, bottles, cans, implements, machinery, personal property not regularly used, lumber or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or the street, except as reasonably necessary during the period of construction.

In the event any structure is destroyed either wholly or partially by fire or other casualty, said structure shall be promptly rebuilt or remodeled to conform to this Declaration or all debris and remaining portions of the structure including the foundations shall be promptly removed from the property.

No noxious or offensive activity shall be carried on upon any part of the above-described real property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The determination of whether the Association will take action to abate a claimed nuisance shall be made solely by the Board of Directors.

## **Section 7. Signs**

No advertising of any character shall be erected, placard, permitted or maintained on any Lot except for a "For Sale" or "For Rent or Lease" sign no larger than twenty-four inches by twenty-four inches (24-24") placed on the property by the property owner, except the Commercial Lots may have signs not exceeding the size permitted by Larimer County regulations. Political signs permitted by the Colorado Common Interest Ownership Act are permitted for a period not more than 45 days before, and seven days after an election.

## **Section 8. Property Identification**

The Lot Owner may display, and then maintain, an address and ownership identification sign no

larger than twenty-four inches by twenty-four inches, (24" x 24") on a Lot. No other sign or property identification will be permitted without the Architectural Review Committee's approval.

## **Section 9. Animals**

Pets may be kept if they are not raised, bred, kept or maintained for any commercial purpose, and they do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of nearby property.

It shall be the responsibility of the pet owners to keep the Common Properties free from litter caused by and left by pets. The owners of any pets known to be at large shall be properly assessed by the Association for the cleanup expenses incurred as a Specific Assessment.

All pets will be controlled by enforcement of applicable Larimer County laws and individual pet owners will bear the risk and liability for the actions of their pets upon persons making use of the Common Areas and amenities and other Lots.

## **Section 12. Oil and Mining Operations**

No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

# **ARTICLE VIII**

## ***Easement***

### **Section 1.**

Easements for public utilities over and across the Common Area shall be those shown upon the Plat, and such other easements as may be established pursuant to the provisions of this Declaration or as may hereinafter be granted over and across the Common Area by the Board of Directors.

### **Section 2. Maintenance Easements**

Due to the anticipated style of improvements to be placed on certain lots within The Properties, an improvement may be located on or near its property line so as to make entry upon an adjoining lot or lots as necessary, incident to the maintenance, repair and/or replacement of such improvement. In the event the above situation shall exist, there shall be created because of such existence, an easement six (6) feet in width running from such improvement for the maintenance, repair, and/or replacement of such improvement. Construction of any structure shall be prohibited within these easements except as such structure shall be approved in writing by the Architectural Review Committee.

For title and other purposes, such easements shall not be considered or deemed to be encumbrances upon such adjoining lot.

## **ARTICLE IX**

### ***Exterior Maintenance***

In the event an owner of any Lot in The Properties shall fail to maintain the premises and the improvements situated thereon satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be a Specific Assessment.

The control and maintenance of the golf course, common areas, roads, and other amenities shall rest solely with the Association.

## **ARTICLE X**

### ***Water, Sewage and Utilities***

#### **Section 1. Acquisition**

Additional water supply or sewage facilities including purchase, contract, rental, lease, storage, augmentation, use and exchange may be acquired by approval of two-thirds (2/3rds) of the voting membership. Such facilities will be part of the Association's Common Areas.

#### **Section 2. Decrees and Adjudications**

Each Lot Owner is bound by and hereby agrees to comply with all regulations and restrictions as may be required by the Homeowners Association to comply with the decrees entered in Water Cases w-8185-76 and w-6154-76 and all further adjudications or decrees that may be entered affecting the High Country Estates development or the Association.

#### **Section 3. Reports**

The Association shall make all reports and make information available to comply with all water cases and adjudications previously entered, pending, or to be sought which affect The High Country Estates.

## **Section 4 Enforcement**

The Association shall have the power to enforce strict compliance with any decrees or adjudications affecting the High Country Estates.

## **Section 5. Ownership of Water and Sewer Facilities**

All water and sewer facilities excepting those within any lot shall be owned by the Association notwithstanding the location thereof and the members and users shall be subject to assessments as established pursuant to Article V.

## **Section 6. Public Health**

All property shall be under the jurisdiction of The High Country Estates Homeowners Water and Sewer Association, a Colorado corporation, and shall be required to connect to and utilize the facilities of a community water supply and sewage treatment system in accordance with the rules of the Association.

## **Section 7. Non-Member Use**

Non-members of the Homeowners Association may contract with the Association for water, sewer and utility services, however the rates and charges for services will be higher for non- members and non-members shall have no authority, right, or power to be voting members of the Homeowners Association. Non-members may join the Association as non-voting members by submitting an application with an entrance fee to the Association; however, the Association may refuse to allow a non-member to join. Further, the Association is not obligated to provide water, sewer, or utility services or connections to any real property that is not subject to the Declaration and is entitled to a preliminary injunction to abate any attempt to connect to the Association's services without the Association's consent.

The Board of Directors shall establish entrance fees and yearly fees for non-members. Any non-member joining the Association for water, sewer, and utility services shall not have any right or privilege to use any other facilities, Common Area, or property of the Association.

## **Section 8. Utility Corridor**

The Association will provide central utility corridors consisting of water, and sewage lines to, or beside each Lot in accordance with the Plat and all County and State requirements or regulations. Each Lot will be provided with the installation and connection of running lines from the utility corridor at the boundary of the Lot to the dwelling site by the Lot Owner. Only one building per Lot may connect to the Association's water, sewer, and/or utility services absent prior permission from the Association. Such installation and connection will meet with all applicable codes, and pass all inspections and will include such lift stations, vaults, and holding tanks as deemed necessary.

All materials used shall be uniform in nature, design, etc. and shall be subject to review and approval by the Architectural Review Committee as set forth in these Declarations. Engineering and other plans related hereto shall be submitted to the Architectural Review Committee for its approval with the building plans and specifications as set forth herein.

## **Section 9. Maintenance**

The Association shall have all authority to contract with any qualified technical entity, person, for construction, monitoring, repair, and maintenance of the utility corridors and related installations thereof and include this fee as part of the annual assessments pursuant to Article V.

# **ARTICLE XI**

## ***General Provisions***

### **Section 1. Enforcement and Remedies**

The provisions, covenants, restrictions, conditions and agreements herein contained shall be enforceable by the State of Colorado, acting through its appropriate agent, the County of Larimer, the High Country Estates Homeowners Water and Sewer Association, Inc., the Architectural Review Committee or any Owner of property subject to these Declarations either by proceeding for injunctive relief or by suit or action to recover damages or to recover any amount due and unpaid. These covenants may also be enforced by the exclusion of any person or entity from the use of any property or facility owned or held by the Association or from the enjoyment of any function undertaken by the Association, including a suspension of voting rights. The Association may terminate the service provided to any owner or its parcel of land, and may enter upon the land and remove the facilities of the Association. The Association may also refuse to grant future services until such time as the breach hereof or default of the owner is corrected.

If Court proceedings are instituted in connection with the enforcement of the rights and remedies as herein provided, the prevailing party shall be entitled to recover its costs and expenses connected therewith, including reasonable attorney's fees.

In the event the Association fails to maintain the roads, Larimer County may proceed to undertake or compel such maintenance as may be permitted in accordance with the Larimer County Code of Ordinances; as such code may be amended from time to time.

The Association or equivalent shall further provide for:

1. Adequate funding and means of enforcement.

2. Regular safety inspections of facilities maintained by the Association and immediate follow-up maintenance to correct unsafe conditions.

3. The receiving and processing of complaints

4. Regular maintenance program where required for roads, parks, buildings, and other mutually owned facilities.

The Association will not be dissolved without the prior permission of the Board of County Commissioners.

## **Section 2. Severability**

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

## **Section 3. Duration**

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, and shall inure to the benefit of the Association, the Owner of a Lot subject to this Declaration, their respective legal representatives, their heirs, successors, and assigns in perpetuity.

This Declaration may be amended by the approval of Owners representing not less than sixty- seven percent of the Lots, provided that any amendment to increase the number of Lots, create or increase special declarant rights, change the boundaries of any Lot, or change the allocated interests of a Lot must be approved by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be properly recorded.

## **Section 4. Membership**

All Lot Owners are Members of the Association and agree to abide by the regulations, and covenants thereof.

## **Section 5. Notices**

Any notice required to be sent to any Member or Owner or Non-Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, 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. In the event Colorado law permits notices to be sent solely by electronic mail, electronic mail to an address supplied by the Member, Owner, or Non-Member is a permissible form of notice.



## **Section 6. Binding Effect**

The benefits and duties herein accrued to or imposed upon The Properties shall be binding upon and inure to the benefit of all Owners, the Association, and their successors and assigns.

## **Section 7. Dispute Resolution**

Pursuant to C.R.S. § 38-33.3-209.5, the Association shall adopt a Dispute Resolution policy. Such policy will encourage alternative dispute resolution, which may include mandatory mediation prior to commencing suit, except as otherwise permitted by this Declaration.

## **Section 8. Effect of Provisions of this Declaration**

Each provision, covenant, restriction and agreement contained in this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property subject to this Declaration is conveyed or encumbered whether or not set forth or referred to in any such conveyance or other instrument and any person or entity accepting any right, title or interest in any parcel of property subject to this Declaration shall be conclusively deemed to have accepted and adopted the provisions, covenants, conditions, restrictions and agreements herein contained as a personal covenant for such person or entity and it shall be binding on such person or entity and their heirs, executors, administrators, successors and assigns and the provisions hereof are made for the benefit of not only the Association but for the benefit of the owners of all property, the subject to this Declaration.

## **Section 9. Protection of Encumbrancer**

Except as permitted by C.R.S. § 38-33.3-316, no violation or breach of any provision, restriction, covenant or condition contained in this Declaration and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed or trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof of the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall take title subject to this Declaration.

## **Section 10. Limitation of Liability**

Neither the Association, the Board of Directors, the Architectural Review Committee, any Executive Committee, the County of Larimer, the State of Colorado (or its agents or employees) nor any agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

## **Section 11. Captions**

The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision contained in this Declaration.

## **Section 12. Waiver**

Failure to enforce any provision in this Declaration shall not operate as a waiver of any such provision, or of any provision, restriction, covenant or condition.

## **Section 13. Implied Rights**

The Association shall have and may exercise any right or privilege given to it expressly in this Declaration or its governing documents or given to it by law, except to the extent limited by the terms and provisions of this Declaration, and shall have and may exercise over other right or privilege or power and authority necessary or desirable to fulfill its obligations under this Declaration, including the right to engage necessary labor and acquire use of or purchase necessary property, equipment or facilities, employ a professional director or other personnel necessary to manage affairs of the Association, and obtain and pay for legal, accounting and other professional services as may be necessary or desirable.

## **Section 14. Indemnification**

The Association shall be obligated to and shall indemnify the Board of Directors, the Committee, and their agents, and hold them harmless from all liability, loss, cost, damage and expense, including attorney's fees, arising with respect to any matter if the action was taken or failure to act was in good faith and without malice.

## **Section 15. Original Declaration**

This Declaration does now supersede and replace all prior DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS, whether or not specifically recited above, but does not vacate any easements previously created.

IN WITNESS WHEREOF, the undersigned, being the President of High Country Estates Homeowners Water and Sewer Association, Inc. hereby certify that the Association has obtained consent to this Declaration from at least sixty-seven percent (67%) of the Owners of the Association, or alternatively, a court order entered by the District Court for Larimer County, Colorado, pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

Dated: 1/13/2021

High Country Estates Homeowners Water and Sewer Association, Inc., a Colorado nonprofit corporation

By:

President: Nancy Kay

STATE OF COLORADO, COUNTY OF LARIMER

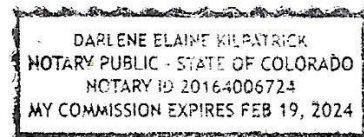
The foregoing Declaration was acknowledged before me on this day of, January 13, 2021, by as President of High Country Estates Homeowners Water and Sewer Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Feb. 19, 2024

Darlene Kilpatrick Darlene Kilpatrick 1/13/21  
Notary Public

EXHIBIT A: High Country Estates Plat



Matthew E. Gerhard  
EASTMAN COUNTY HEALTH AUTHORITY

**NATIONAL GIVE DATA**  
 100% OF AMERICAN OWNERS

TYPE	CENTRAL		LOCAL	
	REACTANT	ACT	REACTANT	ACT
1	15.00	97.50	25.56	92.70
2	15.00	97.50	23.56	92.23
3	16.43	94.73	26.38	92.00
4	15.00	97.50	48.55	96.00
5	23.58	94.73	30.71	92.12
6	23.58	97.50	38.22	94.00
7	23.58	97.50	46.00	94.00
8	23.58	97.50	48.55	94.00
9	23.58	97.50	51.10	94.00
10	23.58	97.50	53.65	94.00
11	23.58	97.50	56.20	94.00
12	23.58	97.50	58.75	94.00
13	23.58	97.50	61.30	94.00
14	23.58	97.50	63.85	94.00
15	23.58	97.50	66.40	94.00
16	23.58	97.50	68.95	94.00
17	23.58	97.50	71.50	94.00
18	23.58	97.50	74.05	94.00
19	23.58	97.50	76.60	94.00
20	23.58	97.50	79.15	94.00
21	23.58	97.50	81.70	94.00
22	23.58	97.50	84.25	94.00
23	23.58	97.50	86.80	94.00
24	23.58	97.50	89.35	94.00
25	23.58	97.50	91.90	94.00
26	23.58	97.50	94.45	94.00
27	23.58	97.50	97.00	94.00
28	23.58	97.50	99.55	94.00
29	23.58	97.50	102.10	94.00
30	23.58	97.50	104.65	94.00
31	23.58	97.50	107.20	94.00
32	23.58	97.50	109.75	94.00
33	23.58	97.50	112.30	94.00
34	23.58	97.50	114.85	94.00
35	23.58	97.50	117.40	94.00
36	23.58	97.50	119.95	94.00
37	23.58	97.50	122.50	94.00
38	23.58	97.50	125.05	94.00
39	23.58	97.50	127.60	94.00
40	23.58	97.50	130.15	94.00
41	23.58	97.50	132.70	94.00
42	23.58	97.50	135.25	94.00
43	23.58	97.50	137.80	94.00
44	23.58	97.50	140.35	94.00
45	23.58	97.50	142.90	94.00
46	23.58	97.50	145.45	94.00
47	23.58	97.50	148.00	94.00
48	23.58	97.50	150.55	94.00
49	23.58	97.50	153.10	94.00
50	23.58	97.50	155.65	94.00
51	23.58	97.50	158.20	94.00
52	23.58	97.50	160.75	94.00
53	23.58	97.50	163.30	94.00
54	23.58	97.50	165.85	94.00
55	23.58	97.50	168.40	94.00
56	23.58	97.50	170.95	94.00
57	23.58	97.50	173.50	94.00
58	23.58	97.50	176.05	94.00
59	23.58	97.50	178.60	94.00
60	23.58	97.50	181.15	94.00
61	23.58	97.50	183.70	94.00
62	23.58	97.50	186.25	94.00
63	23.58	97.50	188.80	94.00
64	23.58	97.50	191.35	94.00
65	23.58	97.50	193.90	94.00
66	23.58	97.50	196.45	94.00
67	23.58	97.50	199.00	94.00
68	23.58	97.50	201.55	94.00
69	23.58	97.50	204.10	94.00
70	23.58	97.50	206.65	94.00
71	23.58	97.50	209.20	94.00
72	23.58	97.50	211.75	94.00
73	23.58	97.50	214.30	94.00
74	23.58	97.50	216.85	94.00
75	23.58	97.50	219.40	94.00
76	23.58	97.50	221.95	94.00
77	23.58	97.50	224.50	94.00
78	23.58	97.50	227.05	94.00
79	23.58	97.50	229.60	94.00
80	23.58	97.50	232.15	94.00
81	23.58	97.50	234.70	94.00
82	23.58	97.50	237.25	94.00
83	23.58	97.50	239.80	94.00
84	23.58	97.50	242.35	94.00
85	23.58	97.50	244.90	94.00
86	23.58	97.50	247.45	94.00
87	23.58	97.50	250.00	94.00
88	23.58	97.50	252.55	94.00
89	23.58	97.50	255.10	94.00
90	23.58	97.50	257.65	94.00
91	23.58	97.50	260.20	94.00
92	23.58	97.50	262.75	94.00
93	23.58	97.50	265.30	94.00
94	23.58	97.50	267.85	94.00
95	23.58	97.50	270.40	94.00
96	23.58	97.50	272.95	94.00
97	23.58	97.50	275.50	94.00
98	23.58	97.50	278.05	94.00
99	23.58	97.50	280.60	94.00
100	23.58	97.50	283.15	94.00

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

[illegible]

The covenants are as filed  
concomitantly herewith.

By WYMAN W. STITT  
Managing Partner

STATE OF COLORADO  
COUNTY OF LARIMER

The foregoing dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1978 by MORRIS H. STITT, Managing Partner, STITT-BILDERBAUGH PARTNERSHIP

My Commission expires:

**Society Public**

SUPERVISOR'S CERTIFICATE:

I, HERBERT F. WAGLEY, a duly registered land surveyor in the State of Colorado, do hereby certify that this plat of HIGH COUNTRY ESTATES PLANNED UNIT DEVELOPMENT truly and correctly represents the results of a survey made by me or under my direct supervision.

THURDAY S. MANLEY  
FE-15, Colorado Add.

ST-REINFORCED CONCRETE AIRPORTS

Approved by the Larimer County Planning Commission this 14th day of April A.D. 1978.

Frank Miller

BOARD OF COUNTY COMMISSIONERS APPROVAL

Approved by the Larimer County Board of County Commissioners this 24  
day of April, A.D. 1978. All dedications are hereby accepted on  
behalf of the public. This approval does not constitute acceptance of  
responsibility by the County for construction, repair or maintenance of  
any streets, highways, alleys, bridges, rights-of-way or other improvements  
designated on this plan.

Address

Clerk of the Board

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This P.E.B. is provided with certain facilities, namely public water treatment and distribution system, public sewage collection and treatment system. All these above houses and their improvements and appliances thereto, shall conform and use these facilities. Construction of sewer and water lines shall meet the requirements of the California Department of Health and the Los Angeles County Health Department as outlined in the last section of any Water and Sewer Standards and Provisions Manual. Effluent requirements for any treatment shall conform to the current applicable State Laws. The Home Owners Association or applicant shall use and maintain said common facilities in accordance with all applicable laws, rules and regulations.

CLERKS NOTE: BEST QUALITY IMAGE POSSIBLE  
TAKEN FROM VERY POOR QUALITY ORIGINAL  
MYLAR