

HIGHLAND MEADOWS ASSOCIATION, INC.,
a Colorado Nonprofit Corporation
AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS

This Amended and Restated Declaration of Protective Covenants is effective upon recording.

These covenants, prepared by the Board of Directors of Highland Meadows Association, Inc., a nonprofit organization which is organized under the laws of the State of Colorado, to satisfy the present needs of the Association, have met with the approval of the current membership, and recorded the _____ day of _____, 20____, at Reception No. _____. These covenants supersede the original covenants recorded April 8, 1970, in Drawer 2, Card 1356A, the revised covenants recorded August 18, 1994, at Reception No. 423994, the revised covenants recorded August 26, 2005, at Reception No. 584365, the revised covenants recorded November 9, 2022, at Reception No. 755548, the revised covenants recorded located May 21, 2024, at Reception No. 765719 in the Office of the Recorder for Teller County, Colorado.

To assure that Highland Meadows shall become and remain an attractive and desirable residential community and to protect and enhance the value of each of the lots in Filings 1 and 2, the owners of all lots in Filings 1 and 2 shall be subject to the Covenants, Bylaws, Conditions, Restrictions, and Regulations of the Highland Meadows Association Inc., (referenced throughout this document as HOA), through the Highland Meadows Association Board of Directors, (referenced throughout this document as HOA Board of Directors).

1. Regulatory Power and Duties of the HOA Board of Directors

a) **HOA Board of Directors** shall have and exercise all such general powers as are usually exercised by the Board of Directors including full power to enforce the within described Covenants, Bylaws, Conditions, Restrictions, and Regulations and to effect an Architectural Control Committee; shall have the power to do all lawful acts and things not directed or required by statute, by the Articles of Incorporation, by the Covenants, Bylaws, Conditions, Restrictions, and Regulation to be done by the Association; shall have the entire control and management of the affairs and business of the Association: and particularly, but not by way of limitation, shall have all the powers possessed by the Association itself; so far as this designation of authority is not inconsistent with the laws of the State of Colorado.

b) **HOA Bylaws.** The HOA Bylaws shall be the sole responsibility of the Board of Directors to develop, maintain, and describe additional duties of the Board of Directors. Except as required by Colorado law, the Bylaws do not require a vote of approval from the HOA membership.

c) **HOA Covenants, Conditions, Restrictions, and Regulations.** The HOA Covenants, Conditions, Restrictions, and Regulation shall be the responsibility of the Board of Directors to review and maintain. These Covenants, Conditions, Restrictions, and Regulations shall be reviewed annually to ensure consistency and currency. The HOA Membership shall have the right to vote on any Change, Modification, or Termination of the Covenants, Conditions, Restrictions, and Regulation that comes before the HOA Membership. Upon approval, any changes to the Covenants, Conditions, Restrictions, and Regulation due to the HOA Membership right to vote, the

HOA Board of Directors shall update the Covenants, Conditions, Restrictions, and Regulation to reflect the approved change. The Change, Modification, or Termination of the Covenants, Conditions, Restrictions, and Regulation must be ratified by the HOA Membership with a majority vote of 60% or greater of the returned vote. Only those members whose Assessments (dues) are paid in full, and current shall be deemed to be in good standing and entitled to vote. Upon HOA Members approval an updated Covenants, Conditions, Restrictions, and Regulation written agreement shall be executed and recorded with Teller County. Whereupon the Changes, Modifications or Termination of any or all Covenants, Conditions, Restrictions, and Regulation shall become and be effective and binding upon all lot owners at the date of the recording of said agreement, provided, however, that no agreement effecting a Change, Modification or Termination of the Covenants, Conditions, Restrictions, and Regulation shall be contrary to public policy or compel any lot owner to remove any structure in existence or require any lot owner to expend any amount which would create a hardship to conform to the Changed, Modified or Terminated Covenant, Condition, Restriction and Regulation.

d) **Term of Covenants, Conditions and Restrictions.** The Covenants, Conditions, Restrictions, and Regulation herein set forth shall be binding upon each of the Grantees of said lot or lots, their heirs and assigns, and shall run with the land and shall remain in full force and effect for twenty (20) years from the date this indenture or updated indenture is recorded and unless an instrument executed by the Association as stated in paragraph c) Change, Modification, or Termination of the Covenants, Conditions, Restrictions, and Regulation or Terminating said Covenants, Change, Modification, or Termination of the Covenants, Conditions, Restrictions, and Regulation in whole or in part has been recorded prior to the end of the first twenty (20) year period, the Covenants, Change, Modification, or Termination of the Covenants, Conditions, Restrictions, and Regulation or an updated written agreement that has been executed and recorded with the Office of the Recorder for Teller County, Colorado shall continue for further consecutive terms of ten (10) years from the end of the preceding twenty (20) year period.

2. Assessments

a) **Amount.** Membership Assessments (dues) shall be set by the Board of Directors and are mandatory by law. Membership Assessments (dues) for Members who own unimproved property within the Highland Meadows Subdivision shall be one-half (1/2) the rate for Members who own improved property. The amount of annual Assessments (dues) and the due date for payment of dues may be amended at any time at the discretion of the Board of Directors. Only those members whose Assessments (dues) are paid in full, and current shall be deemed to be in good standing and entitled to vote. Validation of Member Assessments (dues) being current shall be verified by the HOA Treasurer.

b) **Improved Property.** Improvement in real property shall include real property upon which a closed-in building has been erected on or before the first day of January of each year.

c) **Payment.** Payment of annual Assessments (dues) shall be considered current if paid before the date of the HOA annual meeting of the Members each year for voting purposes during the annual meeting. The Board of Directors shall maintain a database consisting of all members of the association. The database will contain the members' address, contact information, email, phone



number and currency of Assessments by year paid. If Assessments are unpaid then The Board of Directors shall:

(1) Send a "Notice of Assessment Delinquency," required to be sent, including sending it by certified mail, and return receipt requested and posting the delinquency at the property.

(2) As used in this section, "Notice of Delinquency" means a written notice that the HOA sends to a unit owner to notify the unit owner of any unpaid Assessments, violation fines, fees, or charges that the unit owner owes the HOA.

(3) Specify whether the delinquency concerns unpaid Assessments, unpaid violation fines, fees, charges, or a multiple of delinquencies for unpaid Assessments, unpaid violation fines, fees, or charges. The notice of delinquency must notify the unit owner that unpaid Assessments, unpaid violations, fines, fees, or charges may lead to court injunction or order to give effect to and enforce the unpaid Assessments, unpaid violation fines, fees, or charges.

3. Homeowners Association Membership Voting

HOA Membership shall have the right to vote on any matter that properly comes before the HOA that requires a vote as it pertains to the described Revised Declaration of Protective Covenants. The HOA Board of Directors shall send by First-class mail to those Association Members whose Assessments/dues are paid and current any changes to the Declaration of Protective Covenants of the Association that the HOA Board of Directors requires a vote to confirm or deny the matter. The HOA Board shall specify the voting period and suspense date when the voting document shall be returned. A majority vote of 60% or greater of the returned vote by the HOA Membership shall be counted to ratify any issue presented by the Board of Directors. Any vote received after the suspense date shall not be counted.

a) Each member of the HOA shall be entitled to the number of voting units equal to one (1) vote for each whole one-half (1/2) acre of land each member owns in the Highland Meadows Subdivision, Filings 1 and 2.

b) Only those members in good standing (Assessments/dues paid and current) shall be entitled to vote. Validation of Member Assessments (dues) being current shall be verified by the HOA Treasurer.

c) Cumulative voting shall be prohibited.

4. Architectural Control Committee Appointments. To assure that Highland Meadows shall remain an attractive and desirable residential community and to protect and enhance the value of each of the lots in Filings 1 and 2, the owners of all lots in Filings 1 and 2 shall be subject to the regulation and control of the Architectural Committee appointed by the HOA Board of Directors.

a) **Membership of the Architectural Control Committee.** The Architectural Control Committee (referenced throughout this document as Committee), is composed of three (3) persons



appointed by the Board of Directors. Term of membership on the Committee is two (2) years and thereafter until their successors are appointed by the Board. The Board of Directors has the power to fill vacancies, and until such vacancies are filled, the remaining members have full authority to act as the Committee. None of the members shall receive any compensation for services rendered by them as members of the Committee.

b) **Authority of Committee.** No structure, including walls and fences, shall be erected, converted, placed, added too, or altered on any lot until the construction plans and specifications disclosing the quality of materials to be used, the harmony of external design with the existing structures, and the plan showing the location with respect to other structures planned, to topography, and to finished grade elevation, have been approved by the Committee in writing.

c) **Procedure.** In the event the Committee, or its designated representative, fails to approve or disapprove the construction plans within sixty (60) days after the plans have been submitted to the Committee, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related Covenants herein requiring approval by the Committee shall be deemed to have been fully complied with, provided that the structures erected fully comply with all Covenants, Conditions, Restrictions, and Regulation hereinafter set forth.

5. **Building Covenants, Conditions, Restrictions, and Regulation to which all lots shall be subject.**

a) **Building Type and Use.** No more than one (1) single family residence plus one (1 or 2 car) garage and two (2) other structures shall be allowed on any lot. No single-family residence, garage or other structure or dwelling shall exceed two and one-half (2 ½) stories in height. Neither a garage nor any other structure of any kind will be permitted on a lot that does not contain a single-family residence, nor can such garage or other structure be used for living purposes. However, a single-family residence and detached garage may be built simultaneously during the same construction period. Garages, storage buildings, fences, greenhouses, and other such structures must be constructed with similar architecture and must be of a harmonious size to the existing single-family residence. Storage buildings, garages, sheds, or any other structure over two hundred (200) square feet require a building permit from the Teller County Building Department. All single-family residences and structures (even if under 200 square feet) shall require Committee approval, including garages, sheds, and fences. Highland Meadows does not permit HUD manufactured homes (formerly known as mobile homes). Modular homes that meet the State of Colorado home certification requirements, meet all Teller County building codes, and are placed on a permanent foundation are permitted in Highland Meadows, with Committee approval. This obligation is for both new construction as well as replacement improvements. Committee approval is recommended prior to applying for a building permit. Once approved, owners must provide a copy of building permit to the Committee before any construction may begin.

b) **Square Footage Requirements.** The total minimum square footage of enclosed living area for a single-family residence is 850 square feet. The ground floor of the single-family residence, exclusive of open porches, garages, and basements, shall not be less than 850 square feet for a one-story dwelling, or less than 750 square feet for a dwelling of more than one-story. No single-family residence, garage, or any other structure or dwelling shall exceed two and one-half (2



½) stories in height. All single-family residences, garages, and any other structures or dwellings shall conform to Teller County building codes in effect at the time of construction.

c) **Building Location.** No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any boundary of said lot. For the purpose of this covenant, eaves, steps, and open porches shall be considered as part of the building.

d) **Exceptions to Setback Restrictions.** Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing lots as shall be determined by the Committee and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without the written approval of the Committee. No structure, wall, fence, or hedge over five (5) feet in height may be constructed, erected, planted, or set out, maintained, or permitted upon any lot within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location which shall be governed by the provisions of Restriction 3(a) above.

e) **Temporary Housing.** The property owner may live on his or her property during the construction of a permanent single-family residence. Such occupancy shall require a valid Temporary Housing Permit from Teller County Building Office and approval of the HOA Board of Directors, as set forth.

- (1) **Temporary Housing Standards and Duration.** Upon proof of all required Teller County permits and review of the proposed temporary housing, the HOA Board of Directors may approve a Temporary Housing Permit so long as the property owner has demonstrated that the following conditions are, and continue to be, met:
- (2) An approved water supply, sewage disposal system, and electrical service are installed on the property and connected to the temporary housing.
- (3) A Teller County Building Permit for the permanent single-family residence has been issued by the Teller County Building Office and remains active, and no more than 180 days has elapsed between inspections required by the Teller County Building Office in accordance with the Teller County Building Code.
- (4) As temporary housing, the following vehicles may be used so long as such vehicles are in good working order and have current license plates: A travel trailer, motor home, RV, or similar unit.
- (5) On-site constructed units, as defined by the Teller County Building Code for a Dwelling or Efficiency Dwelling Unit (as defined by the Teller County Building Code), are not considered temporary housing. Mobile Homes that meet the standards for a Manufactured Home or Factory Built Housing, as defined in Teller County Building Code, Article VII Definitions, will not be considered temporary housing. These Regulations do not permit the use of campers, travel trailers, lean-tos, tents, motor homes, recreational vehicles, or any other such property as a permanent residence or allowable single-family residence.
- (6) All minimum setbacks for the zone district are met.



- (7) The temporary housing unit must be vacated within 30 days of the issuance of a final Certificate of Occupancy for the permanent single-family residence.

f) **Time of Construction.** Construction of approved improvements should be commenced within sixty (60) days of Committee approval, or within a reasonable agreed upon time frame between the property owner and Committee, and such improvements must be completed within twelve (12) months of Committee approval, unless delayed for reasons beyond the control of the owner (such as severe weather). If a new structure is going to replace an old structure, a completion date for removal of the old structure will be stated on the Architectural Application and approved by the Committee.

6. **General Covenants, Conditions, Restrictions, and Regulations to which all lots shall be subject.**

a) **Nuisance Rule.** No noxious or offensive activity shall be executed upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including obnoxious renters. Domestic pets (dogs, cats, and horses) shall not be a source of annoyance or nuisance to the neighborhood. No dog boarding is allowed in Highland Meadows. All animals shall be attended at all times, and shall be registered, licensed, and inoculated as may be required by Teller County law. All animal waste shall be promptly removed and properly disposed of to not become offensive to neighbors.

b) **Refuse and Rubbish.** Owners' lots shall be maintained in a clean and orderly condition at all times. Trash, rubbish, and debris shall not be allowed to accumulate and shall be disposed of by removal from the subdivision. The burning of trash is not allowed within Highland Meadows, nor is it allowed within Teller County. No trash, litter or junk shall be permitted to remain exposed on the property and visible from public roads or adjoining or nearby properties. Rubbish, garbage, or other waste containers will be allowed to be exposed on the property during construction or major cleanup operation. Disposal or refuse removal shall be throughout or during the construction process or major cleanup operation. Once the construction process or major cleanup operation is complete all rubbish, garbage, or other waste containers must be removed from the property. Any accumulation of rubbish on any property, improved or unimproved, is declared to be a nuisance, except when leaves, grass, shredded wood material and other similar organic matter is accumulated for composting and used as a soil amendment (preferably out of sight). Rubbish is defined as garbage, useless waste, rejected or unused matter such as discarded appliances, organic or inorganic refuse, rejected or waste food, offal, swill, ash, yard clippings, branches, leaves, manure, sawdust, tires, wood, and unused or unusable vehicles or vehicle parts, unused or unusable building materials.

Exception: Residents garbage/recycle container is exempt from this rule, as not everyone has a place out of sight to store them. Wood stored neatly for firewood use is exempt.

c) **Clearing of Trees.** There shall be no removal of trees from any lot except that which must be removed in connection with construction on the lot, landscaping or that which is consistent with good conservation or fire mitigation practices.



d) **Signs.** Except as provided in this section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a lot except such sign or signs as may be approved as set forth below.

- (1) No more than one (1) sign and one (1) flag per lot may be displayed.
- (2) Signs and flags must be no larger than 3' x 5' for flags and 24"x 36" for signs.
- (3) Signs must be professionally lettered, and flags must be in good condition.

e) **Vehicle Parking.** A lot that has an existing single-family residence may store on the property a motor home, boat trailer, utility trailer, or camping trailer which displays current license plates and registration and is in working order. Storage of more than a combination of any two (2) of those mentioned will require a request and review by the HOA Board of Directors and must meet Teller County Code Requirements. Unless such parking or storage is within a garage on a lot, is authorized in writing by the Association, or is otherwise exempt by Colorado law, no commercial type trucks, vehicles, trailers, motor homes, fifth-wheels or vehicular equipment shall be habitually parked where it may be visible from any public street if it is not in operable road worthy condition and used regularly. Special or exceptional circumstances may be addressed with the HOA Board of Directors on a case-by-case basis. Compliance with all minimum setbacks of these vehicles is required. Vacant parcels may not be used to store building materials or personal items including motor homes, boats and trailers, utility trailers, camping/travel trailers, and vehicles.

f) **Water and Sewage.** All water wells and sewage disposal systems placed upon any lot will comply with the State of Colorado Health Department and the Health Department of Teller County, Colorado. No septic tank or field system shall be nearer than fifty (50) feet to any lot line except with the consent of the appropriate Health Department officials of the county and state, and no sewage, wastewater, trash, garbage, or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any lot. Toilet facilities must be part of the residence or garage and shall be a modern flush type and be connected to a proper septic system.

g) **Agricultural Animals.** No animals or agricultural livestock of any kind shall be kept, housed, or raised on any lot or property, except those which are commonly accepted as domestic pets and horses. None may be kept or maintained for commercial purposes. Exception: those members whose children are raising agricultural livestock for 4H or other Future Farmers of America projects.

h) **No Obstruction to Vision at Intersection.** No fence, hedge, tree, or shrub planting shall be permitted or placed on any lot which obstructs sight of moving vehicles at the intersection of roads and roadways.

i) **Easements.** All lots are and shall remain subject to a ten (10) foot easement lying on either side of said lot lines for installation and maintenance of utilities and such easement shall be kept open and readily accessible for the purpose thereof.

j) **Business Rule.** Only "no-impact" home-based businesses are allowed in the Highland Meadows community. A "no-impact" home-based business is defined as any business conducted in the private, single-family residence meeting the following criteria:



- (1) Conducted entirely within the single-family residence with no external evidence of the activity.
- (2) Operation shall be clearly incidental and secondary to the residential use of the single-family residence and character of the property and neighborhood.
- (3) No commercial signage posted.
- (4) No outside employees other than immediate family members living in the single-family residence.
- (5) No storage of material(s) outside on the single-family residence property is permitted.
- (6) No equipment used which creates noise, glare, fumes, vibration, odors, or electrical or electronic interference detectable by neighbors or that can be solely and directly attributable to the home-based business; and does not involve the use, storage, or disposal of hazardous materials.
- (7) There shall be no sale rooms or display windows. Any materials, supplies, storage, or equipment shall be entirely contained within the single-family residence or enclosed storage area.
- (8) Has no on-street parking.
- (9) Certain types of businesses are NOT permitted such as manufacturing, retail sales, auto painting, repair shop, commercial or agricultural growing (i.e., cannabis growing).

k) **Camping Rule.** The use and placement of motor homes, travel and camper trailers or tents while on lots with single-family residences or vacant lots for the use of temporary camping by the lot owner or his or her guest ALONG with lot owner is allowed, but must be cleared by the HOA Board of Directors and is subject to current Teller County Land Use Regulations and Health Department Rules for disposing of waste, as well as the following Highland Meadows Rules pertaining to camping:

- (1) Motor homes, travel trailers, and camper trailers must display current license plates and registration.
- (2) No unit may be left unattended for more than forty-eight (48) hours, as this is storage of the unit and not allowed on vacant lots. No more than two camping units may be placed on a Lot.
- (3) Camping is restricted to no more than thirty (30) days in a calendar year.
- (4) Compliance with all minimum setbacks of units is required.
- (5) No trespassing on adjacent properties to gain access to a camp site is permitted. Trespassers will be subject to law enforcement prosecution.
- (6) Camping is only permitted upon written notice by the property owner to the HOA Board of Directors via email or letter. Owners may allow guests to camp on the property, as long as the owner of the property is present.

l) **Burning-Fire Rule.** No Open Burning or Recreational Burning shall be permitted on any lot within Highland Meadows.

Open Burning is defined as any fire (bonfire, rubbish, campfire, etc.) which is not contained within an incinerator, outdoor fireplace, barbeque grill or permanent pit with a fire grate.



Recreational Burning is defined as any fire (other than rubbish) that is not contained within an incinerator, outdoor fireplace, barbecue grill, or permanent pit with a fire grate.

- (1) Fires contained within an incinerator, outdoor fireplace, barbecue grill or permanent pit with fire grate ARE allowed within Highland Meadows. The HOA Board of Directors must be notified that one of these will be used while camping. A water supply or other approved fire extinguishing/fire extinguisher MUST be readily available. All fires must be attended by a person knowledgeable in the use of fire extinguishing equipment until the fire is completely out and cold to the touch, per Colorado law.
 - (2) Specific requirements for outdoor fireplace, barbeque grills, or permanent pits are the total area for fuel for an outdoor fireplace, barbeque grill, permanent fire ring with fire grate or brick and mortar fire pit with fire grate may not exceed three (3) feet in diameter and two (2) feet in height and must be at least twenty-five (25) feet away from all structures and combustibles or as modified by Teller County Fire Code.
- m) **Rental Rule.** No short-term rentals, vacation rentals, transient occupancy, AirBnB, VRBO, timeshare or any similar type rentals are allowed within Highland Meadows.
- (1) Approved by the HOA Membership at the Annual Meeting on August 27, 2022, 67% of all Highland Meadows property owners voted to have No short-term rentals in Highland Meadows Sub-Division. The new Covenants reflecting this HOA Membership approved change was filed with Teller County and took effect November 09, 2022. No one is exempt from this rule.
 - (2) Short term occupancies and rentals of lots are defined as occupancies having an initial term of less than one year and shall be **PROHIBITED.**
 - (3) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Covenants, Conditions, Restrictions, and Regulation, Declaration, Articles of Incorporation, Bylaws, and any Rules and Regulations and Policies of the Association (the "Governing Documents"). Owners are required to provide tenants with copies of the current Covenants, Conditions, Restrictions, and Regulation.
 - (4) Each owner who leases his or her lot shall provide the HOA Board of Directors, upon request, a copy of the current lease and tenant information.
 - (5) All occupancies, leases, and rental agreements of lots shall state that the failure of the tenant, lessee, renter, or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease, or rental agreement and of this Declaration and such default shall be enforceable by either the Association HOA Board of Directors or the landlord, or by both of them.
 - (6) No owner shall lease less than the entire property.
 - (7) Renters may join the HOA Association as Associate Members, which is they may participate in activities, etc., but renters shall not have voting rights.
 - (8) The Owner is required to enforce the conditions of the lease against the renter and will be responsible for the actions of his or her tenant.



- (9) The HOA Board of Directors shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in this Declaration and as allowed by law.

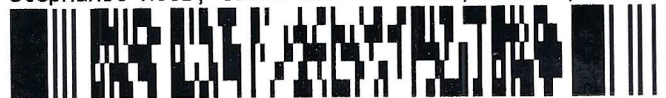
n) **Hunting/Trapping Rule.** There is to be no hunting or trapping of any kind within the Highland Meadows Community, with or without a hunting/trapping license. Anyone found hunting or trapping will be in violation of this prohibition which shall be considered an endangerment to life and public safety and will be reported to the Teller County Sheriff's Department and will be fined by the Association.

7. **Enforcement**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants, Conditions, Restrictions, and Regulation either to restrain violation or to recover damages. Enforcement proceedings may be instituted by the Association HOA Board of Directors or by any lot owner. The failure to enforce any right, Reservation, Condition, or Restriction contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. If the violation is a threat to the community, it may be reported to Teller County Sheriff's Department.

In the event the Association retains an attorney to enforce the HOA Covenants or any rule or regulation due to the misconduct of an Owner, the Association, without a need for a judgment may recover its attorney fees. In the event a lawsuit is required, the prevailing party in such action shall be entitled to their attorney fees.

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02/14/2025 01:04 PM Fees: \$63.00 Doc Fee:
Stephanie Kees, Clerk and Recorder, Teller, CO



The undersigned, being the President of Highland Meadows Association, Inc., hereby certifies that pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), HOA Members representing at least 60% of the total returned votes have ratified and approved this Declaration. Alternatively, a court order entered by the District Court for Teller County, Colorado, pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration. Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

Highland Meadows Association, Inc., a Colorado nonprofit corporation

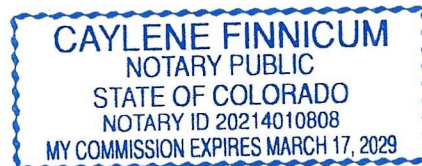
By: *Rusty Webb*
Rusty Webb
President

STATE OF COLORADO)
) ss.
COUNTY OF TELLER)

The foregoing Amended and Restated Declaration of Protective Covenants was acknowledged before me on this 14 day February of 2025, by Rusty Webb as President of Highland Meadows Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 3/17/29

Caylene Finnicum
Notary Public



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02/14/2025 01:04 PM Fees: \$63.00 Doc Fee:
Stephanie Kees, Clerk and Recorder, Teller, CO





**AMENDED AND RESTATED BYLAWS OF
HIGHLAND MEADOWS ASSOCIATION, INC.**

Highland Meadows Association, Inc., a Colorado nonprofit corporation (" Association"), certifies that:

1. The Association and its Board of Directors desire to amend and restate the Bylaws currently in effect as set forth below.
2. The provisions set forth in these Amended and Restated Bylaws supersede and replace the existing Bylaws and all amendments.

The Bylaws of the Association are hereby amended by striking in their entirety Articles I through IX, inclusive, and by substituting the following:

ARTICLE I - MEMBERSHIP

SECTION 1 – MEMBERS

The owner or owners of each lot within the Highland Meadows Subdivision shall be members of the HOA by complying with any and all requirements promulgated by the Board of Directors.

Membership in the HOA shall be terminated upon such Members relinquishment of fee title or contract interest in real property located in the Highland Meadows Subdivision.

SECTION 2 - ANNUAL MEETING.

The annual meeting of the Members for the election of Board of Directors and the transaction of such other business as may properly come before it shall be held at such place as shall be set forth in the Notice of Meeting. The meeting shall be held in August of each. Not less than ten nor more than fifty days before such meeting, a written notice of the place, date, and time of the meeting, signed by the President and Secretary of the HOA, or having their names printed thereon, shall be given, or mailed to each Member of the HOA. Notice of the meeting need not be given to any person who may become a member of record after the mailing of such notice and prior to the meeting. A Waiver of Notice, signed by the person or persons entitled to such notice, in writing, whether before, after or at the time stated therein, shall be deemed equivalent to notice. Signing an approval of the minutes of any meeting shall be deemed a waiver of notice. Attendance at, or participation in any meeting shall also be deemed a waiver of notice. Meetings may be held in any manner authorized by Colorado law.

SECTION 3 - SPECIAL MEETINGS

Special meetings of the Members of the HOA may be called at any time by resolution of the Board of Directors or by the President upon notice given in the manner prescribed for calling the annual meetings; and it shall be the duty of the Board of Directors and/or the President to call a special meeting of Members upon receipt of a written request therefor signed by the holders of at least ten percent of the outstanding shares of the HOA. The notice of such special meetings shall state the object or objects thereof and no business shall be transacted at any special meeting except such as have been mentioned in the notice thereof unless all Members consent thereto. The Members may waive notice of special meetings, as provided in Section 2 of this Article. Meetings may be held in any manner authorized by Colorado law.

SECTION 4 -QUORUM

At an annual meeting, due notice having been given, if the majority Members in good standing (i.e. those whose Assessments (dues) are paid in full and current) do not respond, either by proxy or in person, the majority vote of those who have responded either by proxy or in person shall constitute a quorum. The withdrawal of any Member after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting. However, where the Articles of Incorporation or a Statute may require a larger percentage, the quorum shall consist of the required percentage.

SECTION 5 – VOTING

HOA Membership shall have the right to vote on any matter that properly comes before the HOA that requires a vote as it pertains to the described Revised Declaration of Protective Covenants . The HOA Board of Directors shall send by First-class mail to those Association Members any changes to the Declaration of Protective Covenants of the Association that the HOA Board of Directors requires a vote to confirm or deny the matter.

1. Each member of the HOA shall be entitled to that number of voting units equal to one (1) vote for each whole one-half (1/2) acre of land each member owns in the Highland Meadows Subdivision, Filings 1 and 2.
2. Only those members in good standing (dues paid and current) shall be entitled to vote. Validation of Member Assessments (dues) being current shall be verified by the HOA Treasurer.
3. Cumulative voting shall be prohibited.

SECTION 6 – PROXIES

Any Member may appear and vote at Members' meetings in person or by proxy duly appointed in writing, and, when appearing by proxy, the written appointment of such proxy shall be exhibited for inspection at the meeting and surrendered to the Secretary before such proxy shall be entitled to vote.

SECTION 7 – ADJOURNMENTS

If a majority of the Members entitled to vote shall not be represented at any of the general or special meetings of the Members, or if a majority of the Members entitled to vote represented at any general or special meeting votes in favor thereof, such meeting may be adjourned from time to time for a period not to exceed sixty (60) days at anyone adjournment. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

SECTION 8 – CONSENTS

Whenever by a provision of Statute or of the Articles of Incorporation or by these Bylaws the vote of Members is require or permitted to be taken at a meeting thereof in connection with any corporate action, the meeting and the vote of Members may be dispensed with, if all the Members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate actions being taken.



ARTICLE II - DIRECTORS

SECTION 1 – NUMBER

The business of the Association shall be managed by not less than three (3) Directors. Each year one director shall be elected for three-year terms.

Thereafter, at each Annual Meeting, the Board of Directors who are elected to fill the vacancies on the Board of Directors shall serve a three (3) year term and shall hold office until their successors shall be duly elected and qualified. The number of Directors may be increased or decreased from time to time by amendment to the Bylaws, but no decrease shall have the effect of shortening the term of any incumbent Director.

SECTION 2 – ELECTIONS

The Board of Directors of the Association shall be elected at the annual meeting of the Members as provided in Article II.

In the event an election of Directors shall not be held on the date fixed for the annual meeting of Members, such Directors may be elected at a special meeting of the Members, to be called for that purpose. Such special meetings may be called by the Board of Directors then in office or by any two (2) members upon notice of such meeting in the manner and for the time provided for calling the annual meeting of Members.

SECTION 3 – QUORUM

A quorum for any meeting of the Board of Directors shall consist of a majority of the entire membership of the Board of Directors as then constituted.

SECTION 4 – MEETINGS

1. The regular annual organizational meeting of the Board of Directors for the election of officers shall be held as soon as possible after the annual meeting of the Members at which new Board of Directors are elected. In the event a new Board of Directors are elected at a special meeting of Members, such Directors shall proceed to hold their organizational meeting as soon as possible thereafter. Other regular meetings of the Board of Directors shall be held at such times as the Board may, from time to time, determine.

2. Special meetings of the Board of Directors may be called at any time by the President or by any member of the Board.

3. Notice of the time and place of meetings of the Board of Directors shall be given to each Director as to allow him/her reasonable time to be present at the meeting. If all the Board of Directors should be present at a meeting or shall sign a written Waiver of Notice of or consent to the holding of a meeting, before, at or after the time of such meeting, the action taken at such meeting shall be as valid as if such meeting had been regularly called. Signing an approval of any minutes or resolution of the Board of Directors shall be deemed a waiver of notice thereof.



4. Meetings of the Board of Directors shall be held at any place designated by the Board of Directors, provided, however, that by resolution of the Directors reasonable notice to each member is given. Meetings may be held in any manner authorized by Colorado law.

5. A Director of the HOA who is present at a meeting of the Board of Directors at which action or any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

6. The Directors shall be Members of the Association. At all meetings of the Board of Directors, each Director shall have one (1) vote, irrespective of the number or size of lots which they may own. Except as otherwise provided by statute, by the Articles of Incorporation, or by these Bylaws, the action of a majority of the Directors shall be the act of the Board of Directors.

SECTION 5 - POWERS AND DUTIES

1. The Board of Directors shall have and exercise all such general powers as are usually exercised by the Board of Directors, and shall have the power to do all lawful acts and things not directed or required by statute, by the Articles of Incorporation or by these Bylaws to be done by the HOA; shall have the entire control and management of the affairs and business of the HOA; and particularly, but not by way of limitation, shall have all the powers possessed by the HOA itself, so far as this designation of authority is not inconsistent with the laws of the State of Colorado; shall elect, appoint or employ officers, agents and other representatives; shall determine their duties and salaries; shall require security in such instances as the Board of Directors may determine; shall determine who shall sign notes, checks, drafts, contracts, deeds, reports and other documents; shall receive and pass upon reports of officers and agents; and shall delegate all or a portion of the powers of the Board of Directors from time to time to an executive committee, or other standing or special committees.

2. The HOA Bylaws shall be the sole responsibility of Board of Directors to develop, maintain, and describe additional duties of the Board of Directors.

3. The HOA Board of Directors shall have power in its sole discretion to apply for court injunction or order to give effect to and enforce the Bylaws, Covenants, Conditions, Restrictions, and Regulation. The HOA Board of Directors shall have the power to assess each lot owner with the cost of maintaining the community pursuant to the Covenants, Conditions, Restrictions, and Regulation. Such assessments against each lot owner to be based on the ratio of the whole number of half (1/2) acres contained in each lot to the aggregate number of whole half (1/2) acres of all lot owners and to enforce collection by suit.

SECTION 6 – VACANCIES

When any vacancy in the Board of Directors shall occur by reason of death, resignation or otherwise, the remaining Members of the Board, or a majority of them, shall have the power to fill such vacancy. If there are no Directors remaining, such vacancy shall be filled by the Members. Any Director chosen to fill a vacancy shall serve until the next election of Directors or until his successor is elected.



SECTION 7 – ADJOURNMENT

If a quorum of Directors shall not be present at the time and place designated for a meeting of the Board, any Director or Directors present may adjourn the meeting from time to time until a meeting may be held at which a quorum is present. Any meeting may adjourn when its business is completed.

SECTION 8 - REMOVAL OF DIRECTORS

Any Director may be removed with or without cause, at any time, by a vote of the Members holding voting interests in the community and who were entitled to vote for the election of the Director sought to be removed, at any special meeting called for that purpose, or at the annual meeting.

SECTION 9 – RESIGNATION

Any Director may resign his office at any time, such resignation to be made in writing and to take effect immediately without acceptance.

SECTION 10 - CONTRACTS

1. No contract or other transaction between this HOA and any other corporation shall be impaired, affected, or invalidated, nor shall any Director be liable in any way by reason of the fact that anyone or more Directors of this HOA is or are interested in, or is a Director or officer, or are Directors of officers of such other corporation, provided that such facts are made known or disclosed to the Board of Directors.

2. Any Director, personally and individually, may be a party to or may be interested in any contract or transaction of this HOA and no Director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors in an open meeting, and provided that the Board of Directors shall authorize, approve, or ratify such contract or transaction by the vote (not counting the vote of such contractor Director) of a majority of a quorum, notwithstanding the presence of any such Director at the meeting at which such action is taken. In the event there is only one Director, he may vote, authorize, approve, or ratify such contract or transaction, regardless of the fact that he may have a personal interest in same. Such Director or Directors may be counted in determining the presence of a quorum at such meeting. This section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law, (common, statutory, or otherwise) applicable thereto.

SECTION 11 – ARBITRATION

In the event the Board of Directors cannot reach a decision as to any matter because they are evenly divided, the matter shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Society.

SECTION 12- STANDARD OF CARE

1. A Director shall perform their duties as a Director, including their duties as a member of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the HOA and with such care as an ordinary prudent person in a like position should use under similar circumstances. The provisions of Colorado Statutes pertaining to a Director's standard of care and their liability shall be applicable to all Board of Directors of this HOA.



2. To the extent permitted by law, no Director shall be liable for actions reasonably taken by them as Director or inaction by them as Director provided such action or inaction is reasonable. To the extent permitted by law, in no event shall a Director be personally liable to the HOA or to its Members for monetary damages for breach of fiduciary duty as a Director.

ARTICLE III- OFFICERS

SECTION 1 - OFFICERS AND QUALIFICATIONS

The officers of the HOA shall be a President, a Vice-President, a Secretary, a Treasurer, Member at Large, and such other officers as the Board of Directors may determine. Any two offices, except the offices of President and Secretary, may be held by the same person.

SECTION 2 – ELECTION

All officers of the HOA shall be elected annually by the Board of Directors at its meeting held immediately after the annual meeting of the Members.

SECTION 3 - TERM OF OFFICE

All officers shall be elected for three (3) year terms.

SECTION 4 - REMOVAL OF OFFICERS

Any officer may be removed either with or without cause by the vote of a majority of the Board of Directors.

SECTION 5 - DUTIES OF OFFICERS

The duties and powers of the Officers of the HOA shall be as follows and as shall hereafter be set by resolution of the Board of Directors.

President

1. The President shall be the Chief Executive Officer of the Association, shall have general supervision of the officers, active management of the business of the Association and perform all duties assigned to them by the Board of Directors.

2. The President shall preside at all meetings of the Members and if a Director, shall preside at all meetings of the Board of Directors.

3. The President shall be present at each annual meeting of the Members and Directors and report the condition of the business of the HOA.

4. The President shall cause to be called regular and special meetings of the Members and Directors in accordance with the requirements of the statutes and these Bylaws.

5. The President shall appoint, discharge and fix compensation of all employees and agents of the Association other than the duly elected officers, subject to the approval of the Board of Directors.



7. The President shall sign and execute all contracts in the name of the HOA and all notes, drafts, or other orders for the payment of money.

8. The President shall cause all books, reports, statements, and certificates to be properly kept and filed as required by law.

9. The President shall enforce these Bylaws, described Covenants, Conditions, Restrictions and Regulation, and perform all the duties incident to their office, and which are required by law, and generally, shall perform such other acts as are usually incident to the office of the President of the HOA.

10. The President shall review or may, from time to time, review HOA Bylaws and the HOA Covenants, Conditions, Restrictions and Regulation annually to ensure consistency and currency and recommend changes to the appropriate body.

Vice-President

1. During the absence or incapacity of the President, the Vice-President, in order of seniority of election, shall perform the duties of the President, and when so acting, they shall have all the powers and be subject to all the responsibilities of the office of President.

2. The Vice-President shall perform all duties assigned by the Board of Directors or the President.

Secretary

1. The Secretary shall keep the minutes of the meetings of the Board of Directors and of the Members in appropriate books.

2. The Secretary shall attend to the giving of notices to all meetings of the Members and Board of Directors.

3. The Secretary shall be custodian of the records of the HOA and shall attest the same by their signature when attached to any conveyances, certificates, or other instruments or documents.

4. The Secretary shall keep a book of record containing all the names, alphabetically arranged, of all persons who are Members of the HOA, showing their places of residence and the number of acres they hold. They shall keep such book of record and the minutes of the proceedings of its Members open for inspection, within the limits prescribed by law, by any person duly authorized to inspect such records. At the request of the person entitled to an inspection thereof, they shall prepare and make available a current list of the Officers and Board of Directors of the HOA and their resident addresses.

5. The Secretary shall attend to all correspondence and present to the Board of Directors at its meetings all official communications received by them.



6. The Secretary shall perform all duties incident to the office of Secretary of the HOA and all duties assigned to them by the Board of Directors or the President.

Treasurer

1. The Treasurer shall have custody of the HOA funds and shall keep full and accurate records and accounts of all receipts and disbursements, and of the financial and business transactions of the HOA in books belonging to the HOA.

2. The Treasurer shall deposit all monies and other valuable effects of the HOA in such banks and depositories as the Board of Directors or the President may direct.

3. The Treasurer shall either alone or in conjunction with others named by resolution of the Board of Directors, make, sign, and endorse in the name of the HOA all checks, drafts, notes, and other orders for the payment of money and payout and dispose of such under the direction of the President or the Board of Directors.

4. The Treasurer shall keep accurate books or accounts of all its business and transactions and shall at reasonable hours exhibit books and accounts to any Director upon application to do so.

5. The Treasurer shall render a report of the condition of the finances of the HOA at each regular meeting of the Board of Directors and make a full financial report at the annual meeting of the Members. From time to time, they shall make written reports to the President showing the financial condition of the HOA.

6. The Treasurer shall further perform all duties incident to the office of Treasurer of the HOA and such other duties as the Board of Directors or the President may designate.

7. The Treasurer shall submit their books for audit annually to the Board of Directors or the President.

SECTION 6 - OTHER OFFICERS

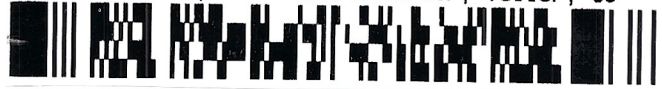
Other officers shall have such duties and powers as may be assigned to them by the Board of Directors or the President.

SECTION 7 – VACANCIES

If the office of any Officer of the HOA becomes vacant by reason of death, resignation or otherwise, the Board of Directors then in office, by a majority vote, may choose a successor who shall hold office for the unexpired term of the Officer vacating such office.

SECTION 8 – COMPENSATION

No Officer or Director shall receive any salary or compensation for his services unless and until the same shall have been authorized by the Board of Directors.



ARTICLE IV - INDEMNIFICATION OF CERTAIN PERSONS

SECTION 1- INDEMNIFICATION AGAINST THIRD PARTY CLAIMS

Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that they were a Director, Officer, employee, fiduciary or agent of the Association or is or were serving at the request of the Association as a Director, officer, employee, fiduciary of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Association against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit, or proceeding if they acted in good faith and in a manner he reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

SECTION 2 - INDEMNIFICATION AGAINST DERIVATIVE CLAIMS

Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact they were a Director, Officer, employee, fiduciary, or agent of the Association or is or were serving at the request of the Association as a Director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Association against expenses (including attorney fees) actually and reasonably incurred by them in connection with the defense or settlement of such action or suit, if they acted in good faith and in a manner he reasonably believed to be in the best interest of the Association; but no indemnification shall be made in respect of any claim or issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of their duty to the Association unless and only to the extent that the Court in which such action or suit was brought determines upon application that, such person is fairly and reasonably entitled to indemnification for such expenses which such Court deems proper.

SECTION 3 - RIGHTS TO INDEMNIFICATION

To the extent that a Director, Officer, employee, fiduciary, or agent of the Association has been successful on the merits in defense of any action, suit or proceeding referred to in Section 1 or 2 of this Article IV or in defense of any claim, issue, or matter therein, shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by them in connection therewith without the necessity of any action being taken by the Association other than the determination in good faith that such defense has been successful. In all other cases, any indemnification under Section 1 or 2 of this Article IV, (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, fiduciary or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in said Section 1 or 2. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or, if such quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by the Members.

SECTION 4 - EFFECT OF TERMINATION OF ACTION

The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful. Entry of a judgment by a consent as part of a settlement shall not be deemed a final adjudication of liability for negligence or misconduct in the performance of duty, nor of any other issue or matter.

SECTION 5 - ADVANCE OF EXPENSES

Expenses (including attorney fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the HOA in advance of the final disposition of such action, suit or proceeding as authorized in Section 3 of Article IV upon receipt of an undertaking by or on behalf of the Director, Officer, employee, fiduciary, or agent involved to repay such amount unless it ultimately determined that he is entitled to be indemnified by the HOA Board of Directors.

SECTION 6 - OTHER INDEMNIFICATION RIGHTS

The indemnification provided hereby shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of Members or disinterested Directors, or otherwise, and any procedure provided for by any of the foregoing, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee, fiduciary or agent and shall inure to the benefit of heirs, executors and administrators of such person.

ARTICLE VII – COMMITTEES

1. There shall be the following standing committees:
 - A. Finance
 - B. Membership
 - C. Architectural
 - D. Fire protection, sanitation, and security
2. The Board of Directors shall establish such other standing committees and interim committees as they may, from time to time, deem necessary.
3. The Board of Directors may appoint Members of the Association to serve on any standing or created committee.

ARTICLE VIII – AMENDMENTS

The Board of Directors, by the affirmative vote of a majority of its members, may alter, amend, or revoke these Bylaws at any regular or special meeting of the Board.

ARTICLE IX - FISCAL YEAR

The fiscal year of the Association shall be determined by the Board of Directors.



CERTIFICATION

By signature below, the secretary of the Board of Directors certifies these Amended and Restated Bylaws received the affirmative vote of the Board of Directors holding at least a majority of the votes entitled to be cast votes who were present and voting, in person or by proxy, at a regular or special meeting of the Board of Directors at which a quorum was present.

HIGHLAND MEADOWS ASSOCIATION, INC., a
Colorado nonprofit corporation

By: Debra Webb
Secretary

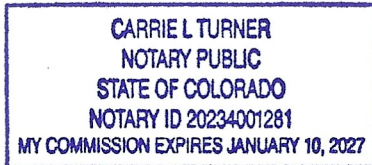
STATE OF COLORADO)
) ss.
COUNTY OF TELLER)

The foregoing Amended and Restated Bylaws was acknowledged before me on this May
day of, May 21 2024, by Debra Webb as
Secretary of Highland Meadows Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: January 10, 2027

Carrie L Turner
Notary Public



765720 BYLAWS Page 11 of 11
05/21/2024 10:49 AM Fees: \$63.00 Doc Fee:
Stephanie Kees, Clerk and Recorder, Teller, CO





ADDENDUM TO BYLAWS
HIGHLAND MEADOWS ASSOCIATION, INC.

VIOLATION ENFORCEMENT

SECTION 1 – ENFORCEMENT

The following description of the steps the Board of Directors must take before the Board of Directors may take legal action against the unit owner, including a description of the Association's cure process.

1. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant, Conditions, Restrictions or Regulations, either to restrain violation or to recover damages. Enforcement proceedings may be instituted by the HOA, Board of Directors when needed. Failure to enforce any right, Covenant, Conditions, Restrictions, or Regulations contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. If the violation is a threat to the community, it may be reported to Teller County Sherriff's Department.

2. Items identified in the HOA Covenants, Conditions, Restrictions, and Regulations that can be fined are the following: Refuse and Rubbish b), Signs (d), Vehicle Parking (e), Agricultural Animals (g), No Obstruction to Vision at Intersection (h), Easements (i), Business Rule (j), Camping Rule (k), Burning Fire Rule (l), Rental Rule (m), or Hunting/Trapping Rule (n).

3. The Board of Directors will not drive throughout Highland Meadows, looking for or trying to observe violations. However, if a violation is observed or reported to the Board of Directors the Board of Directors shall investigate and may take one of the following actions.

4. If the Board of Directors reasonably determines that a unit owner has failed to pay their annual assessment or committed a violation of the Covenants, Conditions, Restrictions, or Regulations other than a violation that threatens the Public Safety or Health, the Board of Directors shall send a notice of violation, required to be sent, including sending it by certified mail with return receipt. Board of Directors shall grant a unit owner one 30 day period to cure a violation before the Board of Directors may take legal action against the unit owner for the violation. In addition, the Board of Directors shall contact the unit owner by one or more as needed, of the following means:

- a. First-class mail with return receipt.
- b. Text message to a cellular number that the association has on file that the unit owner has provided the cellular number to the HOA; or
- c. E-mail to an e-mail address that the HOA has on file that the unit owner has provided the e-mail address to the HOA.
- d. A notice of violation fine shall be sent after the 30 day period to cure commences and the cure has not been corrected.



- e. On a monthly basis by first-class mail with return receipt and, if the HOA has the relevant email address, by e-mail, and Board of Directors shall send to that unit owner who has any outstanding balance owed the HOA, an itemized list of all assessments, violation fines, fees, and charges that the unit owner owes to the HOA.
5. The Board of Directors, after conducting an inspection and determining that the unit owner has not cured the violation, may fine the unit owner. The Board of Directors must agree to the amount of the fine by a recorded vote at a meeting before the fine and due date is sent to the unit owner. The total amount of fines imposed for the violation may not exceed five hundred dollars (\$500). The fine may be assessed monthly if the unit owner has not cured the violation as prescribed by the HOA Board of Directors (see Section 1 – Enforcement, paragraph 8).
6. In accordance with Sections 7c. and 8 of this Addendum, the Board of Directors shall not pursue foreclosure against the unit owner based on fines owed.
7. The Board of Directors shall refer a delinquent account to a collection agency, attorney, or place a lien against the unit owner's property only if a majority of the Board of Directors votes to refer the matter in a recorded vote at a meeting. The Board of Directors shall not:
 - a. Charge a rate of interest on unpaid assessments, fines, or fees in an amount greater than eight percent per year;
 - b. Assess a fee or other charge to recover costs incurred for providing the unit owner a statement of the total amount that the unit owner owes;
 - c. Foreclose on a violation lien if the debt securing the lien consists only of one or both of the following:
 - (1) Fines that the HOA has assessed against the unit owner; or
 - (2) Collection costs or attorney fees that the HOA has incurred and that are only associated with assessed fines.
 - d. A party seeking to enforce rights and responsibilities arising under the Declaration, Covenants, Conditions, Restrictions, or Regulations of the HOA in relation to disputes arising from assessments, fines, or fees owed to the HOA and for which the amount at issue does not exceed \$7,500.00, exclusive of interest and costs, may file a claim in small claims court.
8. If, after an inspection of the unit, the Board of Directors determines that the unit owner has not cured the violation after receiving the violation notice, at the end of the 30 day period prescribed in this Addendum, the Board of Directors may impose fines on the unit owner monthly or may take legal action against the unit owner for the violation. The Board of Directors shall not pursue foreclosure against the unit owner based on fines owed.
9. Annual Assessments; see Amended and Restated Declaration Of Protective Covenants, paragraph 2, Assessments.
10. **Public Safety or Health.** With respect to any violation of the Covenants, Conditions, Restrictions, or Regulations, that the Board of Directors reasonably determines threatens the Public Safety or Health, the Board of Directors shall provide the unit owner written notice of the Public Safety or Health violation informing the unit owner that the unit owner has

seventy-two hours to cure the violation, or the Board of Directors may fine the unit owner. If the violation is a threat to the community or public safety or health, it may be reported to Teller County Sheriff's Department.

SECTION 2 – CURED VIOLATION

1. If the unit owner cures the violation within the 30 day period to cure, afforded to the unit owner, the unit owner may notify the Board of Directors of the cure and, if the unit owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the unit owner sends the notice. If the unit owner's notice does not include visual evidence that the violation has been cured, the Board of Directors shall inspect the unit as soon as practicable to determine if the violation has been cured.

2. If the Board of Directors does not receive notice from the unit owner that the violation has been cured, the Board of Directors shall inspect the unit within seven days after the expiration of the 30 day cure period to determine if the violation has been cured. If, after the inspection and whether or not the Board of Directors received notice from the unit owner that the violation was cured, the Board of Directors determines that the violation has not been cured:

- a. The Board of Directors may fine the unit owner pursuant to Section 1 – Enforcement, paragraph 5 of this Addendum if the 30 day period to cure has elapsed; or
- b. A second 30 day period to cure may be initiated by the Board of Directors if the first 30 day period to cure has elapsed and the unit owner has notified the Board of Directors that they are in process of correcting violation.

3. If the unit owner cures the violation within the 30 day period to cure the Board of Directors shall notify the unit owner once the owner cures a violation:

- a. That the unit owner will not be fined, provided the cure has been completed within the 30 day period or the cure period has been extended.
- b. That the unit owner will not be further fined with regard to the violation; and
- c. Any outstanding fine balance that the unit owner still owes the association.

SECTION 3 – FINE AMOUNTS FOR VIOLATIONS

1. Fines are set by the Board of Directors. The Board of Directors may change fine amounts by a recorded vote at a meeting before the new fine amounts are set.

2. The Board of Directors shall impose fines on the unit owner monthly, every other day, if appropriate, or may take legal action against the unit owner for a violation as defined in this Addendum.

3. Fine amount for: Refuse and Rubbish b), Signs (d), Vehicle Parking (e), Agricultural Animals (g), No Obstruction to Vision at Intersection (h), Easements (i), Business Rule (j), Camping Rule (k), Burning Fire Rule (l), or Hunting/Trapping Rule (n), \$100.00, up to \$500.00 total, until the violation is corrected (see Section 1 – Enforcement, paragraph 8).



4. Fine amount for: Rental Rule (m). No short-term rentals, vacation rentals, transient occupancy, AirBnB, VRBO, timeshare or any similar type rentals are **NOT** allowed within Highland Meadows Homeowners Association, \$500, until the violation is corrected. The fine may be assessed monthly if the unit owner has not cured the violation as prescribed by the HOA Board of Directors (see Section 1 – Enforcement, paragraph 8).

5. The Board of Directors may provide the unit owner with a written offer to enter into a repayment plan that authorizes the unit owner to repay the debt in monthly installments over eighteen months. Under the repayment plan, the unit owner and the Board of Directors shall agree to the amount to be paid each month, and payment shall be no less than \$25.00 until the balance of the amount owed is zero;

- a. Within 30 days after the Board of Directors has provided the owner with a written offer to enter into a repayment plan, the unit owner may either:
- b. Declined the repayment plan and pay the full amount of the fine; or
- c. Accept the payment plan.
 - (1) After accepting the repayment plan, failing to pay two of the monthly installments and within 15 days after the second monthly installment were due shall be notified by the Board of Directors of the delinquency.
- d. A unit owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.
- e. Once the unit owner has completed their repayment, the Board of Directors shall notify the unit owner by letter and the date of final payment received.