

ARABIAN ACRES PROPERTY OWNERS ASSOCIATION  
P.O. BOX 33  
DIVIDE, COLORADO 80814

JUNE 19, 2007

ON THIS DATE, JUNE 19, 2007, I, SUSAN M. THOMAS, PRESIDENT OF THE ARABIAN ACRES PROPERTY OWNERS ASSOCIATION FILED THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF ARABIAN ACRES FILING NUMBERS 1, 2 AND 3 WITH THE TELLER COUNTY CLERK AND RECORDERS OFFICE.

AS REQUIRED BY COLORADO STATE SENATE BILL 89 CERTIFIED MAILINGS WERE SENT TO ALL PROPERTY OWNERS OF THE ARABIAN ACRES SUBDIVISION.

101 RETURN/RECEIPTS WERE RETURNED TO THE ASSOCIATION


36 SIGNATURES ARE CURRENTLY EXISTING IN THE RECORDS OF ARABIAN ACRES AS AFFIRMATION OF THE AMENDED AND RESTATED COVENANTS OF ARABIAN ACRES.

3 NEGATIVE RESPONSES ALONG WITH RESPONSE LETTERS FROM THE PRESIDENT OF AAPOA, SUSAN M. THOMAS, ARE ALSO RETAINED WITH THE RECORDS OF THE AAPOA.

NECESSARY TO PASS THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THE ARABIAN ACRES PROPERTY OWNERS ASSOCIATION WAS 115 AFFIRMATIONS FROM PROPERTY OWNERS.

137 AFFIRMATIVE RESPONSES WERE OBTAINED THEREFORE PASSING THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, ARABIAN ACRES, FILING NOS. 1-3.

ALL RECORDS OF DOCUMENTS RELATING TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, ARABIAN ACRES, FILING NOS. 1-3 ARE RETAINED BY THE SECRETARY OF THE ARABIAN ACRES PROPERTY OWNERS ASSOCIATION.

  
SUSAN M. THOMAS, PRESIDENT, ARABIAN ACRES PROPERTY OWNERS ASSOCIATION

Subscribed and sworn to before me this  
19<sup>th</sup> day of June, 2007  
My commission expires: 11/23/10



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AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
ARABIAN ACRES  
FILING NOS. 1-3

THIS DECLARATION is made on the date set forth below by the Arabian Acres Property Owners Association, a Colorado nonprofit corporation, with a mailing address of P.O. Box 33, Divide, Co 80814, and is effective upon recording in Teller County.

**RECITALS**

Declarations were recorded with the Teller County Clerk and Recorder by developers for Arabian Acres Filing No. 1 on August 23, 1966, at Book Plat B and Page 61; and for Filings No. 2 and 3 on January 16, 1973, at Book 2 and Page 86-89 (The "Declarations").

The Arabian Acres Property Owners Association (the "Association") was established for the Arabian acres Subdivision, Teller County, Colorado (the "Subdivision"), by Articles of Incorporation, effective July 27, 1995.

The Association desires to create a Common Interest Community known as "Arabian Acres" on the real property described below and to amend and consolidate the Declarations into one uniform document for Filing Nos. 1-3 for the benefit of the property owners and in conformance with the Colorado Common Interest Ownership Act, 38-33.3-101 *et seq.*, C.R.S. (the Act), pursuant to 38-33.3-120, C.R.S.

For the purposes of the Act, Arabian Acres is a planned community. Copies of the Subdivision Plats for Filing Nos. 1-3 are on file with the Association and have been recorded in Teller County.

All Real Estate is and shall be held, transferred, sold, conveyed, and occupied subject to the terms, restrictions, limitations, conditions, covenants, obligations, liens and easements which are set forth in this Declaration, all of which shall run with the Real Estate and shall inure to the benefit of, and be binding upon, all parties having any right, title or interest in Real Estate and such person's heirs, grantees, legal representatives, successors and assigns.

**REAL ESTATE- LEGAL DESCRIPTION**

Filing No. 1  
A Subdivision located in the west ½ of Section 16, Township 13 South, Range 70 West of the 6<sup>th</sup> P.M., County of Teller, State of Colorado, more particularly described in deed filed in Book plat B, at Page 61 of the records in and for said county and state, Date: August 23<sup>rd</sup>, 1966 Filing # 193071 Book 307, Page 164



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Filing Nos. 2&3

A Subdivision located in the West ½ of section 16, Township 12 South, Range 70 West of the 6<sup>th</sup> P.M., County of Teller, State of Colorado, more particularly described in deed filed in Book Page(s) 2<sup>nd</sup> filing, 3<sup>rd</sup> filing at Book 2 Page(s): 86,87,88,89 the records in and for said county and state.

#### **DEFINED TERMS**

Each capitalized term not otherwise defined in the Declaration or in recorded plats for this Planned Community shall have the meaning specified in the Act.

**Architectural Control Committee.** Shall mean and refer to the Architectural Control Committee, as described in this Declaration and created by the Association.

**Allocated Interests.** The Common Expense liability and votes in the Association allocated to each Unit pursuant to the terms of this Declaration.

**Bylaws.** The Bylaws of the Association, as amended.

**Common Elements.** All real and personal property owned or controlled by the Association for the common use and enjoyment of the Owners.

**Executive Board.** Board of Directors of the Association.

**Governing Documents.** This Declaration and the Association's articles of Incorporation and Bylaws, as amended.

**Lot.** Real property as designated by plat.

**Owner.** One or more individuals or entities that hold the record title to any Unit, excluding those having such interest merely as security for the performance of an obligation.

**Real Estate.** Arabian Acres Filing Nos. 1-3, Teller County, Colorado.

**Unit.** A portion of the Real Estate designated for separate Ownership, together with any Improvements thereon, as described by reference to the numbered Lots of land shown upon the Plats. With regard to the term used in this Declaration or the Plats, each "Lot" shall be considered a "Unit" as that term is defined by the Act.

#### **COMMON ELEMENTS**

1. Described as the Pond, Recreational Area B6 Arabian Acres Map#2\_3145-16 Sec 16 T13SR70W, Acct/Parcel ID R0015895/8545



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2. Described as L4-B B7 ARABIAN ACRES 2, Map#3145-16 Sec 16 T13S R70W,  
Acct Parcel ID 0044474/8545.163020160.

#### **NUMBER OF UNITS**

The number of Units included in the Common Interest Community is Filing 1, 35 Units, Filing 2, 154 Units, Filing 3, 21 Units. Total Units 212 or the maximum number of Units/Lots on the recorded plats, whichever number is larger.

Every contract for sale, deed, lease, or security interest with another legal instrument shall legally describe a Unit by its identifying Lot number as shown on the applicable Plat.

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Each Owner of any Unit shall be a member of the Association. Membership shall be appurtenant to and not be separated from Ownership of any Unit, and Ownership of a Unit shall be the sole qualification for such membership. Where more than one person holds an interest in any Unit, all such persons shall be members, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. One vote in the affairs of the Association is allocated to each Unit, and in no event shall more than one vote be cast with respect to any Unit, or no less than one vote be cast with respect to any Unit, and the vote cannot be split in any manner, and all votes shall be cast in accordance with the Association Bylaws.

#### **TERM**

This Declaration shall remain in full force and effect, shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument approved by the Owners of a majority of the Units has been recorded agreeing to amend or terminate the Declaration in whole or in part, in conformance with the Act.

#### **GENERAL STATEMENT OF COVENANTS**

1. **COVENANTS BIND THE REAL ESTATE.** The Real Estate shall be held, sold and conveyed subject to the Covenants for the purpose of protecting the value and desirability of the Real Estate and any other purposes incidental thereto and all Covenants shall continue to run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representative, successor, and assigns and shall inure to the benefit of each Owner thereof and the Association.



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2. **OWNERS' EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Elements, subject to the following provisions:

- A. Covenants, Association Bylaws and Rules and Regulations and any other applicable rule, regulation or contractual obligation;
- B. Any restrictions or limitations contained in any deed conveying Common Elements to the Association;
- C. The right of the Association to exercise all powers and duties pursuant to the Declaration, other applicable provisions of the governing documents and the Act;
- D. The right of the Executive Board to adopt and amend Rules and Regulations concerning all or any portion of the Common Elements and any Improvement located thereon, as the Association may determine is necessary or prudent;
- E. The right of the Association to enter into and execute contracts with any party for the purpose of providing management, maintenance or other materials and services to the Association and the Owners consistent with the purposes of the Association, this Declaration and the Act;
- F. The right of the Association to grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes deemed appropriate by the Executive Board;
- G. The right of the Association to dedicate or transfer all or any part of the Common Elements; and
- H. The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements.

**USE AND OTHER RESTRICTIONS**

- 1. **Land Use and Building Types.** No Unit shall be used except for residential purposes. No building shall be erected, altered, or placed on any Unit other than one detached single family dwelling of not less than 1600 square feet and one private garage accommodating no more than three vehicles. Existing single family homes of under 1600 square feet constructed prior to the effective date of this Amended and Restated Declaration of Protective Covenants and any replacement of such dwelling due to a natural disaster are exempt from the 1600 square foot requirement provided the owner meets all other requirements existing at the time of construction and such construction is approved by the Architectural Control Committee. No outside toilets or permanent trailer homes shall be permitted.

All Improvements on each Unit shall meet the architectural control requirements contained in the Architectural Control Guidelines and Rules.

- 2. **Modular/Manufactured Homes.** Modular homes or manufactured homes are permitted in accordance with the existing Plat restrictions.



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3. **Maintenance.** Each Owner shall be responsible for maintaining his or her Unit and all Improvements within the Unit. In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Common Expense Assessment. The Association shall afford the Owner thirty days written notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. The Association shall provide the Owner with written notice three days prior to entry if the problem is not cured within a reasonable amount of time as determined by the Board in its discretion and stated in the written notice.

Maintenance shall include the items described below, including landscaping, drainage improvements, trash removal and general exterior structural maintenance, including periodic painting or staining.

4. **Trees and Ground Cover.** Owners agree not to disturb natural vegetation or cut timber from the premises except as necessary to clear land for construction upon approval of the Architectural Control Committee, or at the order of local authorities as may be necessary for the purposes of fire protection.
5. **Permits and Drainage Culverts.** Owners shall furnish at their expense, all required permits and drainage culverts required by Teller County for private roads/driveways to access Units.
6. **Setbacks.** Building setbacks shall be 25' from the front lot line or the side street line and 15' to any other lot line, or such distance as determined by Teller County regulations in effect at the time of construction. For the purposes of this covenant, eaves, steps, and porches shall be considered as a part of a building.
7. **Commencing and Finishing Construction.** Once construction on a single family residence or private garage has commenced, construction must be completed within 12 months, but may be extended in conjunction with Teller County rules, regulations or codes in effect at the time. Construction shall be deemed to have commenced upon the first substantial construction activity, including earthwork.
8. **Temporary Structures.** No basement, shed, garage, barn tent, trailer or trailer house, or structure of a temporary nature may be used as temporary or permanent living quarters. This covenant does not preclude vacation camping in tents, trailers or campers on a seasonal basis only, not to exceed 120 days during any calendar year.
9. **Nuisances.** No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. **Signs.** Only signs required by applicable building and fire codes or as allowed by the Act shall be permitted on any Unit. One professional real



estate sign may be displayed by a builder or real estate agent to advertise the property during the construction and sale of the property. There are to be no additional real estate signs at the entrance of Arabian Acres other than temporary "open House" signs, which must be removed at the end of each day.

11. **Animals.** No livestock or poultry of any kind shall be raised, bred or kept on any Unit, except for one horse, and dogs, cats, or other small domestic pets as permitted by Teller County. Domestic pets may be kept provided they are not bred or maintained for any commercial purpose. Domestic pets shall not be allowed to disturb the peace of Owners or residents in violation of the Teller County ordinances, codes or regulations. No animals shall be allowed to roam free within the Subdivision. The Association may impose fines for violations. Any pet constituting a nuisance may be ordered expelled from the Subdivision by the Association. Each Owner shall be responsible for any damage caused by his or her animals.
12. **Trash Removal.** All Units shall be used and maintained in a clean and sanitary condition. No litter, debris or rubbish, as defined under Teller County regulations, shall be deposited or allowed to accumulate on any Unit. Rubbish and other waste must be stored in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and must be kept out of sight of common areas or roadways until the day of pickup or disposal. The Association may impose fines for violations. The Association has the right to clean up any Unit that has been used for dumping rubbish or where rubbish has accumulated if the Owner fails to clean up the Unit within thirty (30) days after notice has been given by the Association. Written notice shall be sent to the Owner by the Association via certified mail notifying the Owner of the condition of the property and allowing thirty days for removal of all improperly stored debris or rubbish. The Association has the right to charge its costs associated with cleaning up the Unit to the Owner and may place a lien against the property for all expenses incurred by the Association.
13. **Firearms.** No hunting or discharge of firearms shall be allowed within the Subdivision unless a life-threatening situation exists, or as allowed by state statute, regulation, or code for the discharge of said firearms as determined by the appropriate law enforcement authorities. The Association may impose a fine for failure to comply with this covenant if it is determined that the discharge was in violation of any applicable state statute, regulation, or code.
14. **Hazardous Materials.** Storage, use or disposal of hazardous materials or radioactive material within the Real Estate is prohibited, unless specifically approved in advance by the Architectural Control Committee.



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## THE ASSOCIATION

1. **General Purposes and Powers.** The Association, acting in all instances through its Executive Board, unless otherwise required by the Act or this Declaration, shall perform such functions and manage and operate the Common Interest Community and the Real Estate as provided in this Declaration so as to further the interests of the Owners. The Association shall have all power necessary or desirable to effectuate such purposes and shall act pursuant to the Governing Documents. All Owners shall be deemed to have assented to, ratified and approved such designation of rights, duties and authority. In the event of a conflict between the provisions of this Declaration and the Articles of Incorporation or the Bylaws of the Association, the terms of this Declaration shall be controlling.
2. **Powers/Duties.** The Association shall have the following specific powers and duties:
  - A. The Association shall have all of the powers, authority and duties permitted pursuant to the Act and the Colorado Revised Nonprofit Corporation Act 7-121-101, et seq., C.R.S.
  - B. The Association shall have all of the powers, authority and duties necessary and proper to manage the business affairs of the Common Interest Community.
  - C. The Association shall have all of the powers, authority and duties necessary and proper to own, operate, manage, lease, encumber, maintain, repair, reconstruct, replace, improve, and otherwise deal with the Common Elements, including the right to acquire additional Common Elements and to make Improvements thereon.
  - D. The Association shall establish and enforce Architectural Control Guidelines and other Rules and Regulations as it deems necessary to ensure the proper use, development, enhancement, repair, maintenance and replacement of real and personal property within the Common Interest Community, and to appoint persons to serve on the Architectural Control Committee.
  - E. The Association shall hold a meeting of the Unit Owners, as members of the Association, at least once a year and shall provide notice of such annual meeting as required by the Act.
3. **Enforcement.** The Association shall have the power to enforce provisions in its Governing Documents and shall take such action as the Executive Board deems desirable to cause such compliance by each Owner and each related User, by any of the following means:
  - A. By entry upon any Unit after notice and opportunity to be heard (unless a bona fide emergency exists), without liability to the



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Owner thereof, for the purpose of enforcement or causing compliance including by curing said violation;

- B. By commencing and maintaining actions and suits; (i) to recover damages; or (ii) to restrain and enjoin any violation or threatened violation of, or compel compliance with, provisions of the Governing Documents by mandatory injunction or otherwise;
  - C. By exclusion of any Owner or Related User from use of the Common Elements for a period of sixty (60) days following any violation, or so long as the violation continues, whichever is shorter;
  - D. By suspension of the voting rights of an Owner for up to thirty (30) days following any violation, or so long as the violation continues, whichever is longer;
  - E. By levying and collecting, after notice and an opportunity to be heard, fines against any Owner for violation by such Owner or a Related User, as a Common Expense Assessment to be secured by a continuing lien, from the date it is levied, and by foreclosure of such lien, as allowed by law.
  - F. The Association, including its authorized agents or representatives, shall not have the authority to physically enter any structure located on a Unit.
4. **Association Agreements.** Any agreement for professional management of the Common Interest Community may not exceed one (1) year. Any such agreement must provide for the termination by either party without cause and without payment of a termination fee or a penalty upon thirty (30) days written notice.
5. **Indemnification.** To the full extent permitted by law, each officer, committee member and member of the Executive Board of the Association shall be and are hereby indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, committee member, or member of the Executive Board of the Association, or any settlements thereof, whether or not they an officer, committee member, or member of the Executive Board of the Association at the time such expenses are incurred; except in such cases wherein such officer of Executive Board member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.
6. **Right to Notice and Comment.** Pursuant to 38-33.3-205(1)(o), C.R.S., before the Executive Board amends the Bylaws or adopts or amends Rules and Regulations, or whenever the Governing Documents require that an action be taken after "Notice and Comment" to the Owners of any



matter affecting the Common Interest Community, and Owners shall then have the right to comment, orally or in writing, on the matter. Notice shall be given to each Owner in writing, delivered personally or by mail to all Owners at such address as appears in the records of the Association, or notice shall be published in a newsletter or similar publication which is routinely circulated to all Owners. The Notice shall be given not less than three days before the proposed action is to be taken. The Notice shall invite comment to the Executive Board or an Owner, orally or in writing before the scheduled time of any meeting.

#### COMMON EXPENSE ASSESSMENT

1. **Formula for Determining Assessments.** Commencing for calendar year 2006 and subsequent years, assessments shall be made no less frequently than annually and shall be based upon a budget adopted no less frequently than annually by the Association. The assessments shall be apportioned equally among all Units within the Subdivision. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment.
2. **Based Upon Budget.** Assessments shall be based upon the budget which shall be established by the Board of Directors at least annually, which budget shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall determine is to be paid by all of the Unit Owners to provide for the payment of all expenses growing out of or connected with the maintenance, repair, operation of the Common Facilities, which sum may include, but not be limited to, expenses of management; taxes and special assessments unless separately assessed; premiums for insurance, landscaping and care of grounds; common utilities; repairs and renovations; wages; legal and accounting fees; management fees; expenses and liabilities incurred by the Association of any of its agents or employees on behalf of the Unit Owners under or by reason of the governing Documents; for any deficit remaining from a previous period; for the creation of reasonable contingency reserve, as well as other costs and expenses relating to the Common Facilities, which shall be funded by regular monthly payments rather than special assessments. The Association shall comply with the requirements of Section 38-33.3-303(4) of the Common Interest Ownership Act, relative to the proposal and adoption of such budget.
3. **Assessments for Other Charges.** The Association shall have the right to charge Unit Owners for special services provided by the Association to such Owner including, for services deemed to have been provided for the exclusive benefit of such Unit Owners under Section 38-33.3-315 (3)(b) of the Act. The Association shall also have the right to charge a Unit Owner for any common expenses caused by the misconduct of such Unit Owner, in which event such expense may be assessed exclusively against



- such Owner. The Association shall have the right to impose a lien for any such special service charges or charges due to misconduct that are not paid when due; said lien shall include court costs and reasonable attorneys' fees incurred by the Association in collecting said charges.
4. **No Other Common Facility Liens.** No additional liens, other than mechanics liens, assessment liens or tax liens, may be obtained against the Common Facilities, and no other assessments, debts or other obligations are assumed by Unit Owners, other than as set forth herein.
  5. **Assessments.** The amount of the common expenses and special service and misconduct charges assessed against each Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Facilities or by abandonment of the Unit. An Owner's loss of a Unit by foreclosure or by proceedings in lieu of foreclosure shall not cancel or terminate such Owner's liability for assessments and charges accrued prior to the date hereof. The Association shall have the authority to take prompt action to collect any unpaid assessment or special service charge which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default in the payment of a special service charge or assessment, the Unit Owner shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the amount of the assessment from due date thereof, together with all expenses, including attorneys' fees, incurred together with such late charges as are provided by the Bylaws of the Association and subject to the provisions of the Act. Suit to recover a money judgment for unpaid special service charges or assessments shall be maintainable without foreclosing the lien described below, and such suit shall not be or construed to be a waiver of lien.
  6. **Notice of Lien.** All sums assessed and unpaid for the share of common expenses chargeable to any Unit and all sums for special services provided by the Association and charges due to misconduct that are not paid when due shall constitute the basis for a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the Unit in favor of any governmental assessing entity, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Unit and a description of the Unit. Such notice of lien shall be signed by one of the officers of the Association on behalf of the Clerk and Recorder of Teller County, Colorado. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been paid in full.
  7. **Enforcement of Lien.** Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association in like manner as a



mortgage on real property upon the recording of the above notice of lien. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorneys' fees incurred for filing the lien, and in the event of foreclosure proceedings, all additional costs, all expenses and reasonable attorneys' fees incurred. The Owner of the Unit being foreclosed shall be required to pay to the Association any assessment or special service charge whose payment becomes due for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same upon acquiring title to such Unit.

8. **Report of Default.** The Association, upon request, shall report in writing to a first mortgage of a Unit any default in the performance by any Unit mortgagor of any obligation under the Declaration which is not cured within sixty (60) days.
9. **Release of Lien.** The recorded lien may be released by recording a Release of Lien signed by an officer of the Association on behalf of the Association.
10. **Lien Subordinate to First Mortgage- Limitations.** The lien for special service charges and assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now hereafter placed upon the Unit subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall cause such Unit and grantee there under to be relieved of liability for such prior assessments but shall not relieve such Unit or grantee from liability from any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.
11. **First Mortgage Foreclosure.** Notwithstanding any of the terms or provisions of this Declaration, in the event of any default on the part of an Owner under any first mortgage or first deed of trust which entitles the holder thereof to foreclose the same, any sale under such foreclosure, including the delivery of a deed in lieu to such first mortgagee, shall be made free and clear of all then due and owing assessments. No first mortgagee shall be liable for any unpaid common expense assessments accruing prior to the time such mortgagee receives a deed to a Unit.
12. **Joint Liability Upon Transfer.** Upon the written request of any Owner, lien holder, title insurance company, escrow agent, or person designated by a Unit Owner, the Association shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date that such assessments become due, credit for any advanced payments of common assessments, for prepaid items, such as insurance premiums, but not including accumulated amounts for reserves, if any, which



statements shall be binding on the Association, the Executive Board, and every Unit Owner if the statement is requested by a title insurance company or escrow agent. The Association shall furnish the statement within fifteen (15) days after receipt of the request. Failure to provide the statement to the title insurance company or escrow agent with the time required by this section shall extinguish any lien for unpaid assessments then due, pursuant to the Act.

13. **Declaration is Notice.** Recording of the Declaration constitutes record notice and perfection of the lien for assessments. No further recordation is required. However, the Executive Board may prepare and record in the real property records of Teller County, Colorado, a written notice setting forth the amount of any unpaid indebtedness, the name of the Owner and a description of the Unit.

### **ARCHITECTURAL CONTROL**

1. **General.** No Improvement shall be placed, erected or installed upon any Unit, and no Improvements, (including staking, clearing, excavation, grading and other site work), exterior alteration of existing Improvements, or placing or removal of landscaping materials, shall take place except in compliance with the architectural review procedures and restrictions set forth in this Declaration and the Architectural Control Guidelines. No provision in this Article and the Architectural Control Guidelines shall apply to Improvements to the Common Elements made by or on behalf of the Association, unless the Executive Board determines otherwise.
2. **Survey.** A survey of the Lot showing all locations of lot or property lines must be completed on vacant Lots prior to construction of new residences if the Lot has not been surveyed within the preceding five (5) years. No trees may be cut or driveways installed until the construction plans, current survey, specifications and site plan showing the location of the structure and trees to be removed has been approved in writing by the Architectural Control Committee. This will ensure the quality of workmanship and materials, harmony of external architectural control with existing structures and the topography and finished grade elevations. There will be a thousand dollar (\$1000.00) fine for any trees cut or driveway installed prior to approval. The Architectural Control Committee shall make all decisions in a timely fashion, and if no written decision has been issued within fifteen (15) days after plans have been submitted, approval shall be deemed to have been given.
3. **Architectural Control Committee.** The Architectural Control Committee shall consist of three (3) persons comprised completely of Owners without regard to special qualifications, and the persons shall then be appointed by the Executive Board. Appointments shall be for staggered terms of three years so as to provide reasonable continuity to the Architectural Control process.
4. **Guidelines and Procedures- General.** The Architectural Control Guidelines may be amended in whole or in part by the Executive Board. Any amendments to the Architectural Control Guidelines shall apply to construction and modifications



commenced after the date of such amendment only and shall not apply to require modifications to or removal of Improvements previously approved once the approved construction or modification has commenced. Existing single family homes of under 1600 square feet constructed prior to the effective date of this amended and restated Declaration of Protective Covenants and any replacement of such dwelling due to a natural disaster are exempt from the 1600 square foot requirement, provided the owner meets all other requirements existing at the time of construction and such construction is approved by the Architectural Control Committee. This also applies to improvements or additions to existing single family homes prior to the effective date of this amended and restated Declaration. Architectural Control Guidelines shall include the procedures, materials, and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement. Architectural Control Guidelines may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part, and may waive the requirement or exempt certain Improvements from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration. The Architectural Control Guidelines as amended from time to time shall not be recorded, but shall be considered incorporated herein by references throughout this Declaration and shall be enforceable as though set forth in full.

5. **No Waiver of Future Approvals.** Approvals of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.
6. **Enforcement.** Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Executive Board or the Architectural Control Committee, Owners shall, within thirty days and at their own cost and expense, remove such Improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the Unit within thirty days as requested, the Executive Board or its designees shall have the right to enter the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed. Prior to entering the Unit, the Executive Board shall provide the Owner with three days written notice of its intent to remove the nonconforming improvement. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against such Unit and collected as an Assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Control Guidelines may be excluded by the Executive Board from the Real Estate upon notice and an opportunity to be heard. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.



7. **Notice of Noncompliance.** If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement has been done without obtaining the approval of the Architectural Control Committee, or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the Architectural Control Committee, the Architectural Control Committee shall provide notice of the particulars of the noncompliance and shall require the Owner of the Unit upon which such Improvements have been made to take such action as may be necessary to remedy the noncompliance. At the sole election of the Executive Board, if such noncompliance is not remedied within thirty (30) days of the date set forth on the notice, the notice may be recorded in the records of the Teller County Clerk and Recorder.
8. **Non-liability of the Architectural Control Committee and Executive Board Members.** Neither the Architectural Control Committee nor the Executive Board nor any member thereof shall be liable to the Association or to any Owner or person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or Executive Board's respective duties under this Declaration or the Governing Documents unless due to an act of omission not in good faith or which involves intentional misconduct or a knowing violation of a law (as defined by applicable Colorado law) by the Architectural Control Committee or Executive Board or individual members thereof. The Architectural Control Committee or Executive Board shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approval of, structural safety, engineering soundness or conformance with building codes or any other laws or standards.
9. **Variances.** The Architectural Control Committee may authorize variances from compliance with any of the Architectural Control Guidelines when circumstances so warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all the members of the Architectural Control Committee and approved by a majority of the Executive Board. Requests for variances must also be submitted to the Planning Department, Board of Adjustment, pursuant to the variance request process specified in Section 26 of the Teller County Zoning Resolution. The Architectural Control Committee may be designated as a referral agency during the application process. If such a variance is granted, no violation of the Covenants, Conditions or Restrictions contained in this Declaration or in other Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision in the particular instance covered by the variance.
10. **Scope of Judicial Review.** The scope of judicial review of any action taken by the Association or the Architectural Control Committee pursuant to this Declaration, including, but not limited to the promulgation and enforcement of Architectural Control Guidelines and review, shall be limited to cases of fraud, bad faith or lack of due process.



## AMENDMENT AND TERMINATION

1. **Technical, Clerical, Typographical or Clarification Amendment.** If the Executive Board determines that any amendments to this Declaration or plat shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement, the Executive Board shall have the right and power to make and execute any such amendments without obtaining the approval of any Owners. Each such amendment of this Declaration shall be made, if at all, by the Executive Board prior to the expiration of seven (7) years from the date this Declaration is recorded.
2. **Necessary to Exercise Authority of Association Documents.** In addition to the rights granted to the Declarant to execute amendments to this Declaration, the Executive Board shall have the authority to execute amendments to this Declaration or to the Plat which are reasonably necessary in order to perform duties authorized by this Declaration.
3. **Amendment of Declaration by Owners.** Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be change or repealed, and any such provision added to this Declaration at any time and from time to time upon approval of more than fifty percent (50%) of Allocated Interests in the Association. Any amendment shall be effective only upon the recordation of the written amendment or ratification thereof containing the necessary signatures of Unit Owners.. No amendment to this Declaration may be made which conflicts with any of the laws of the State of Colorado, or ordinances or regulations of Teller County.
4. **Amendment Required by Mortgage Agencies.** Prior to seven (7) years after recording of this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration which the FHA, VA, FEILMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase Mortgage loans requires to be amended or repealed may be amended or repealed by Declarant or the Association. Any such amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Teller County, State of Colorado, of a certificate, setting forth the amendment or repeal in full.
5. **Recording of Amendments.** To be effective, all amendments to or termination of this Declaration must be recorded in the office of the Clerk and Recorder of Teller County, Colorado, and must contain evidence of approval thereof. One method of satisfying the requirements of this Section is the recordation of a certificate of the Secretary of the Association, certifying that Owners representing the requisite percentage of the Units have given their written consent to the amendment. The Secretary must further certify that originals of which written consent by Owners along with the recorded amendment are in the corporate records of the Association and available for inspection. No action to challenge



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the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

6. **Association Certification.** Amendments to the Declaration required by this Article to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer to the Association designated for that purpose or, in the absence of designation, by the president of the Association. In the event of an amendment to the Declaration by the Owners, the Association shall record the amendment with a certificate from the Association that the requisite number of Owners has consented to the amendment.
7. **Termination.** The Common Interest Community may be terminated upon an affirmative vote of the Owners holding sixty-seven (69%) of the Allocated Interests, and in accordance with Section 38-33.3-218 of the Act.

### GENERAL PROVISIONS

1. **Severability.** Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
2. **Disclaimer.** No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any covenant or provision of this Declaration or for the failure of the Architectural Review Board or Executive Board to enforce any covenant or provision hereof. This section may be pleaded as a full bar to the maintenance of any such action or arbitration brought in violation of the provisions of this Article.
3. **Waiver.** No provision contained in this Declaration shall be deemed to have abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.
4. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.
5. **Notices.** Notices required or permitted by this Declaration shall be made in writing. Notice to a member of the Association shall be sufficient if sent by United States mail, sufficient postage prepaid, to the latest address given by such deposit into the United States mail. Notices may also be given by certified or registered mail, or by hand delivery. If hand delivered, notice shall be effective on the date that delivery is accomplished. If sent registered or certified mail, notice shall be deemed effective three (3) days after deposit into the United States mail, sufficient postage prepaid. If electronic means are available, the Association shall provide notice of all regular and special meetings by electronic mail to all unit owners who so request and who furnish the Association with their electronic mail address. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four hours before the meeting.



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BOARD OF DIRECTORS ARABIAN ACRES PROPERTY OWNERS  
ASSOCIATION

Susan M. Thomas  
Susan M. Thomas, President

Linda Strum  
Linda Strum, Vice President

Tammy Thoe  
Tammy Thoe, Secretary/Treasurer

Rick Zuniga  
Rick Zuniga, Board Member/Manager

Sandy Zuniga  
Sandy Zuniga, Board Member

Lanny Hoel  
Lanny Hoel, Board Member

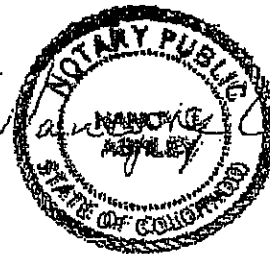
STATE OF COLORADO

County of TELLER

The foregoing instrument was acknowledged before this 19<sup>th</sup> day of JUNE,  
2007 by Susan M. Thomas, as PRESIDENT of  
Arabian Acres Property Owners Association.

Witness my hand and official seal.

My commission expires: 11/23/2007



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**BY-LAWS OF  
ARABIAN ACRES PROPERTY OWNERS' ASSOCIATION  
(W/AMENDMENT (1) DATED July 7, 2001  
(W/AMENDMENT (2) DATED May 22, 2004  
(W/AMENDMENT (3) DATED May 10, 2007**

**ARTICLE I  
ORGANIZATION**

**1. NAME**

The name of this organization shall be Arabian Acres Property Owners' Association.

**2. NAME CHANGE**

The organization may, as its pleasure, change its name by vote of the membership body. Any such name change shall be done by filing notice of the use of an assumed name by the Corporation or by amendment to the by-laws of the Corporation and the Articles of Incorporation with the State.

**ARTICLE II  
PURPOSES**

**1. PURPOSES**

The Corporation shall have and may exercise all rights, powers and privileges now or hereafter conferred upon non profit corporations organized under the laws of Colorado, including everything necessary, suitable or proper for the accomplishment of any of its corporate purposes and the transaction of any lawful activity. Among other purposes are (i) to take steps to amend, design and cause the enforcement of subdivision covenants, (ii) provide architectural control through working with developers and/or an architectural control committee of the members, (iii) provide Members with an organization for social and neighborhood contact, entertainment, association and communication, (iv) to better or provide security of persons and property in the subdivision, and (v) act as liaison between members and other organizations and entities such as utility providers, government and quasi government and other property owners associations.

**ARTICLE III  
MEMBERSHIP**

**1. MEMBERSHIP**

All members of the organization are property (legal or equitable) owners of lots or land in the Arabian Acres subdivision of Teller County, Colorado and must pay the dues or fees assessed or charged all members.  
References: Declaration of Protective Covenants



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ARTICLE IV**

**MEETINGS**

**1. ANNUAL MEMBERSHIP MEETING**

The annual membership meeting of this organization shall be held on the first Saturday of May in each and every year. However the Board of Directors may change such date for good cause; provided such alternate date is within two weeks before or after such original date. The Secretary shall cause to be mailed to every Member in good standing, at their address as it appears in the membership roll book of this Corporation, a notice/reminder stating the date, place and time of such annual meeting. The presence of not less than one third of the members shall constitute a quorum and shall be necessary to conduct the business of this organization. In the even there is no quorum, the meeting shall be rescheduled to a date not more than two weeks from the date set forth in these by laws. The Secretary shall cause a notice of this rescheduled meeting to be sent to all those members who were not present at the meeting originally scheduled.

**2. SPECIAL MEETINGS**

The President may call special meetings of this organization when he/she deems it to be in the best interest of the organization. The Secretary shall cause to be mailed notices of such special meetings to all members at their addresses as they appear in the membership roll book of this organization. Such notices shall be sent at least two weeks prior to the scheduled date of the meeting. The notice shall state the reasons the meeting has been called, the business to be transacted, and who called the meeting.

At the request of one quarter of the members of the Board of Directors or members of the organization, the President shall cause a special meeting to be called. Such requests must be made in writing at least two weeks before the requested date of scheduling.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

**3. PROCESS FOR PROVIDING NOTICE OF MEETINGS**

**Homeowners meetings:**

- a. Property owners shall be notified by mail at least five (5) days prior to the Annual Association meeting or any special meeting of the Association members.
- b. Such written notices must include the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes, or any proposed Board member changes.
- c. Notification of general Board Meetings are posted in advance of the meeting on the AAPOA website. Additionally, notification is posted on the AAPOA bulletin board located at the school bus stop (next to the mail boxes). Per written request, notification may also be provided to Owners electronically who provide the Board of Directors with their email address.
- d. The Association may use the Internet to post notice of meetings to property Owners who have Internet access.

**Executive sessions:**

- a. The Board may deem it necessary to meet in an executive session, excluding property Owner attendance, to discuss sensitive matters such as pending litigation, contractual issues and confidential disputes among property Owners.



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(W/AMENDMENT (3) DATED May 10, 2007**

**Annual Membership meetings:**

- a. The annual membership meeting of this organization shall be held on the first Saturday of May in each and every year. However the Board of Directors may change such date for good cause; provided such alternate date is within two weeks before or after such original date. The Secretary shall cause to be mailed to every Member in good standing, at their address as it appears in the membership roll book of this Corporation, a notice/reminder stating the date, place and time of such annual meeting.
- b. The presence of not less than one third of the members shall constitute a quorum and shall be necessary to conduct the business of this organization. In the event there is no quorum, the meeting shall be rescheduled to a date not more than two weeks from the date set forth in these by laws. The Secretary shall cause a notice of this rescheduled meeting to be sent to all those members who were not present at the meeting originally scheduled.

**Special Meetings:**

- a. The President may call special meetings of this organization when he/she deems it to be in the best interest of the organization. The Secretary shall cause to be mailed notices of such special meetings to all members at their addresses as they appear in the membership roll book of this organization. Such notices shall be sent at least two weeks prior to the scheduled date of the meeting. The notice shall state the reasons the meeting has been called, the business to be transacted, and who called the meeting.
- b. At the request of one quarter of the members of the Board of Directors or members of the organization, the President shall cause a special meeting to be called. Such requests must be made in writing at least two weeks before the requested date of scheduling.
- c. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

**Rules for Owner Participation at Board Meetings.**

- a. All meetings of the Association and Board of Directors are open to every property Owner, or to any person designated by the property Owner in writing as the property Owner's representative.
- b. Property Owners or designated representatives shall be permitted to attend, listen, and speak at an appropriate time during the meeting.
- c. Property Owners who wish to speak on a particular matter at a meeting of the Board of Directors must request time on the agenda by contacting the Board president at least five (5) days prior to the scheduled meeting.
- d. The total length of time for property Owners speaking at a meeting of the Board of Directors shall not exceed forty-five (45) minutes. The Board president shall set time limits, if necessary, to accommodate property Owners who wish to speak.

**Rules for Owner Participation at Annual or Special Meetings.**

- a. Any property Owner or designated representative may speak at the designated time in the agenda.
- b. The total length of time for property Owners speaking on a single issue at an annual or special meeting of the Association shall not exceed forty-five (45) minutes. The Board president shall set time limits, if necessary, to accommodate property Owners who wish to speak.



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**ARTICLE V**

**VOTING**

**1. VOTING**

Voting at all meetings shall be by voice.

At any Annual or Special Meeting, if requested by a majority of the POA Members, election of Officers or Directors, or any question shall be done by written ballot. The voting members shall not be identified on said ballot.

Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting.

If a dues paid regular member, for whatever reason, elects to have their vote cast by proxy the person authorized by the member to vote in their absence will provide written authorization to the Secretary prior to any voting being conducted at any meeting. The authorization will contain the member's signature. The Secretary will ensure that the proxy voting authorization is affixed to the minutes of that meeting.

Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

**ARTICLE VI**

**ORDER OF BUSINESS**

**1. ORDER OF BUSINESS**

"Roberts Rules of Order" shall be the parliamentary authority for matters of procedure not otherwise provided by these by-laws. The order of business at meetings shall be as follows:

- a. Roll Call
- b. Reading of the minutes of the proceeding meeting
- c. Reports of committees, if any
- d. Reports of Officers
- e. Old and Unfinished Business
- f. New Business
- g. Other Miscellaneous Business (Non-Members Open Discussion)
- h. Adjournment



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**ARTICLE VII  
BOARD OF DIRECTORS**

**1. MANAGEMENT**

A Board of Directors consisting of at least four, but not more than seven, Members shall manage the business of this organization. Officers of the organization shall constitute the Board of Directors, along with such number of other members required to total the number of Directors making up the board.

The number of Directors making up the Board shall be determined by the POA Members at the annual meeting or special meeting called for that purpose.

The Board of Directors shall have the control and management of the affairs and business of this organization. The board of Directors shall act only in the name of the organization when it shall be regularly convened by its chairperson after due notice to all the directors and officers of such meeting.

**2. DIRECTORS AND OFFICERS**

The directors and Officers for the ensuing terms shall be chosen at the annual meeting of this organization and they shall serve for a term of one year.

Vacancies in the board of directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the term.

The remaining Directors may fill vacancies in the Board of Directors at an election for any remaining term of such Director until the annual meeting at which time the membership shall elect new directors. Any person so elected to fill a vacancy shall remain a Director until his/her successor has been elected by a vote of the membership present. If the Directors fail to fill a vacancy, the remaining directors may act as the board so long as at least five (5) directors are then serving.

Any Officer or Director may resign at any time by giving written notice to the Board, the President, or the recording Secretary. The Board of Directors by majority vote, at the next meeting, may fill any vacancies in offices for the balance of the resigning officer's term.

Any Officer or Director may be removed by the general membership whenever in their judgment the best interests of the Association would be served. The person to be removed shall be notified by certified mail prior to the vote of the general membership and within five (5) days of said notice shall have the opportunity to appear before a meeting of the members and if he/she fails to appear he/she will be given final notice of the vote. The Board of Directors shall adopt such rules, as it may, at its discretion, deem necessary for the best interests of the organization for said hearings.

**3. QUORUM**

Two-thirds (2/3) of the members of the Board of Directors shall constitute a quorum. Each Director shall have one vote and such voting may be done by proxy.

**4. INDEMNIFICATION**

The Association shall indemnify every Director, every Officer and every Committee Member against all loss, cost, liability, and expense reasonably incurred or imposed upon him/her in connection with any action, lawsuit or proceeding to which he/she may be made a party by reason of his/her being or having been a Director, Officer, Or Committee Member of the Association, except as to matters wherein he or she shall be finally adjudged in such action, lawsuit or proceeding to be liable for or guilty of gross negligence or willful misconduct.



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The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director, Officer, or Committee Member may be entitled. The Association shall maintain adequate Directors and Officers liability insurance to fund this obligation.

**5. MEETINGS**

The meeting of the Board of Directors shall be held regularly once a month. The time, date, and place of such meeting shall be selected at the previous meeting.

The Board of Directors may make such rules and regulations covering its meetings, as it may, in its discretion, deem necessary.

The President of the organization, by virtue of the office, shall be chairperson of the Board of Directors. The Secretary of the organization shall serve as secretary for the Board of Directors.

**ARTICLE VIII**

**OFFICERS**

**1. OFFICERS**

The Officers of the organization shall be as follows:

President  
Vice President  
Secretary  
Treasurer

**2. PRESIDENT**

The President shall preside at all membership meetings, be chairperson of the Board of Directors (by virtue of the office), present an annual report of the work of the organization at each annual meeting, appoint all committees (permanent or temporary), see that all books, reports and certificates, as required by law, are properly kept or filed, may be one of the officers who may sign checks or drafts of the organization and have such powers as may reasonably construed as belonging to the chief executive of any organization. The President may vote at any meeting only in the event of a tie.

**3. VICE PRESIDENT**

The Vice President shall, in the event of the absence or the inability of the President to exercise his or her office, become acting president of the organization with all rights, privileges and powers as if he or she had been duly elected president. The Vice President shall also have such powers and duties as the President may from time to time designate.

**4. SECRETARY**

The Secretary shall keep the minutes and records of the organization in appropriate books, file any certificate required (federal, state or local) give and serve all notices to Members of the organization, may be one of the Officers required to sign the checks and drafts of the organization, present to the membership, at any meetings, any communication addressed to the secretary of the organization, attend to all correspondence of the organization and exercise all duties incident to the office of the secretary.



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**5. TREASURER**

The treasurer shall have care and custody of all monies belonging to the organization; receive all monies due the association and deposits such in bank accounts established for such purpose by the Board of Directors. Maintains adequate records of all financial transactions subject to an annual audit reflecting income and disbursements accordingly. The treasurer shall maintain the Association's list of paid members. Shall disburse funds for expenses as incurred and authorized by the Board of Directors with two (2) signatories to each check, with no disbursements to be made in cash. No special fund may be set aside that shall make it unnecessary for the treasurer to sign the checks or drafts issued upon it. The Treasurer shall render, at stated period, as the Board of Directors shall determine, a written account of the finances of the organization and such reports shall be physically affixed to the minutes of the Board of Directors of such meetings.

**6. COMPENSATION**

No Officer or Director shall, for any reason of the office, be entitled to receive any salary or compensation; however, nothing herein shall be construed to prevent an Officer or Director from receiving compensation from the organization for duties other than as an Officer or Director.

**7. BOARD OF DIRECTORS**

Officers shall by virtue of their office, be members of the Board of Directors

**8. SALARIES**

The Board of Directors shall hire and fix the compensation of any and all employees, contractors, and other service providers, which they in their discretion, determine, necessary for the conduct of the business of the organization.

**ARTICLE IX  
COMMITTEES**

**1. COMMITTEES**

The Board of Directors shall appoint all non-permanent committees of this organization and such board shall for a period designate the term of office.

Upon vote of the POA membership, permanent committees shall be created. All expenditures shall be submitted in writing to the board of directors and must be approved by the Board of Directors prior to purchase. The Treasurer will be provided originals of all receipts.

**2. PERMANENT COMMITTEE TENANTS**

Architectural Control

Mission - The purpose of the Architectural Control Committee is to maintain and promote the high standards of the Arabian Acres Community. The committee intends to protect the value of the Arabian Acres Property owners' investments by enforcing the restrictive covenants (deed restrictions) of the community, while maintaining a neighborly attitude of cooperation. The committee will work with home developers, contractors, county officials and residents to maintain high quality standards in new construction and maintenance of existing structures.



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**Objectives**

- Review all building plans and improvements to ensure compliance with covenants and restrictions
- Assist in enforcement of deed restriction
- Monitor zoning changes affecting residents
- Ensure representation at all Teller County Planning Commission meetings
- Liaison with the Teller County Roads and Bridges Department to ensure adequate road maintenance is being conducted
- Administer all building projects undertaken by the Arabian Acres Property Owners Association

**Welcome Committee**

This Committee shall organize and coordinate the welcoming of each new resident as deemed desirable or appropriate. Initial contact should be initiated within thirty (30) days of new resident of occupancy.

**ARTICLE X**

**DUES**

**1. COLLECTION OF DUES & LIEN PROCEDURE**

The Association is charged with certain responsibilities regarding the care, maintenance and service of the common elements of the Association. The Association must have the financial means to discharge the responsibilities.

The Board of Directors of the Association has a responsibility to pursue collection of assessments and other charges from Owners pursuant to the AAPOA Association's Declaration and By-Laws and desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Association.

- a. **Due Dates.** The annual assessment of \$75.00 as determined by the Association and as allowed for in the Declaration shall be due and payable on June 1<sup>st</sup> of each year. Assessments or other charges not paid in full to the Association within 30 days of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 60 days of the due date shall incur late fees as provided below. In the event notice of acceleration is given to delinquent owner(s), the owner(s) of the property shall also be charged any costs incurred by the Association in giving such notice of acceleration.
- b. **Receipt Date.** The Association shall post payments on the day that the payment is received.
- c. **Late Charges on Delinquent Installments.** The Association shall impose on a monthly basis a \$4.00 late charge for each Owner who fails to timely pay his/her annual assessment within 30 days of the due date. This late charge shall be a "common expense" for each delinquent Owner.



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Teller County

**BY-LAWS OF**  
**ARABIAN ACRES PROPERTY OWNERS' ASSOCIATION**  
**(W/AMENDMENT (1) DATED July 7, 2001**  
**(W/AMENDMENT (2) DATED May 22, 2004**  
**(W/AMENDMENT (3) DATED May 10, 2007**

- d. Return Check Charges. In addition to any and all charges imposed under the Declaration or By-Laws of the Association or this Resolution, a \$15.00 fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the property for which payment was tendered to the Association. Return check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, By-Laws, or this Resolution after the date adopted as shown above. This return check charge shall be in addition to any late fees incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the annual assessment is not timely made within 30 days of the due date.
- e. Application of Payments. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner") shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, By-Laws, or this Resolution prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.
- f. Collection Process.
- i. After an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the business manager is directed to send a written notice ("First Notice") of non-payment, amount past due, notice that late fees have accrued and request for immediate payment.
  - ii. After an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the business manager is directed to send a second written notice ("Second Notice") of non-payment, amount past due, notice that late fees have accrued and request for immediate payment.
  - iii. After an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the business manager is directed to send a third written notice ("Third Notice") of non-payment, amount past due, notice that late fees have accrued, notice of intent to file a lien and request for immediate payment via certified mail.
  - iv. After an annual assessment or other charges due to the Association becomes more than 120 days delinquent, the business manager is directed to turn the account over to the attorneys to file a lien. The lien amount will include delinquent dues, late fees, mailing fees, and filing fees. The lien will remain against the property until all charges are received.
  - v. After the lien is filed an invoice will be sent quarterly to the property owner with updated late charges including the mailing fees and filing fees for the lien.
  - vi. In addition to the steps outlined above, the Association may also elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.
  - vii. Waivers. The Association is hereby authorized to extend the time for the filing of liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
  - viii. Defenses. Failure of the Association to comply with any provision in this Collection Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.
  - ix. Amendment. The Board of Directors may amend this Collection Policy from time to time.



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(W/AMENDMENT (1) DATED July 7, 2001  
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**ARTICLE XI  
AMENDMENTS**

**1. AMENDMENTS**

These By-Laws may be amended by a majority vote of the dues paid regular members in attendance or represented by proxy at any meeting.

An intent to change the by-laws by the Board of Directors or a majority of the dues paid regular members must be furnished to the Secretary of the organization at a preceding meeting upon which, if seconded, will be deliberated, and then forwarded to the Secretary for distribution to the dues paid regular members.

The regular dues paid members will be notified, by the Secretary, not later than ten (10) days prior to the meeting at which a vote upon the proposed alteration, amendment, revision, addition or repeal of the by-laws shall be taken.

**2. MEMBERSHIP**

The members in this organization are property (legal or equitable) owners of lots or land in the Arabian Acres subdivision of Teller County, Colorado and must pay the dues or fees assessed or charged all members.  
References: Declaration of Protective Covenants

**ARTICLE XII  
CONFLICT OF INTEREST**

**1. CONFLICT OF INTEREST POLICY**

"Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

"Director" means a member of the Association's Board of Directors.

"Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

The Association shall make no loans to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director may participate in the discussion and may vote on the matter. The minutes of the meeting shall reflect the disclosure made, the composition of the quorum and record who voted for and against.



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No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

- The facts about the conflicting interest transaction are disclosed to the Board; and
- A majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;
- The facts about the conflicting interest transaction are disclosed or the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or
- The conflicting interest transaction is fair to the Association.

**ARTICLE XIII**

**INVESTMENT OF RESERVE**

**1. INVESTMENT OF RESERVE POLICY**

At such time as voted by the Association to establish and maintain an investment reserve policy, the officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.

**ARTICLE XIV**

**INSPECTION AND COPYING OF ASSOCIATION RECORDS**

**1. INSPECTION AND COPYING OF ASSOCIATION RECORDS POLICY**

Owner's requesting to inspect and/or copy Association records will be asked to present their request in writing to a Board Member. The Board member will present the request to the records custodian for processing.

Association records, including membership lists shall not be used by any Owner for:

- a. Any purpose unrelated to an Owner's interest as an Owner
- b. The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association.
- c. Any commercial purpose.
- d. For the purpose of giving, selling, or distributing such Association records to any person.
- e. Any improper purpose as determined in the sole discretion of the Board.

The inspection and/or copying of Association records should be during regular business hours at the office of the Association or its managing agent or during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request, at the discretion of the Board.

Copies of requested records for the Owner will be made at the Owner's expense, which may be collected by the Association in advance (.50 per page).

The Association shall make the requested records available within five business days of the Owner's request or at the next regularly scheduled Board meeting if the next regularly scheduled Board meeting is scheduled within thirty days of the Owner's request, in the sole discretion of the Board. The Board shall advise the Owner of the time and place of such inspection in writing within five business days of the Owner's request.



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**ARTICLE XV  
ENFORCEMENT**

**I. ENFORCEMENT POLICY AND PROCEDURES**

Reporting of Violations

All reports of violations must be submitted to the Board of Directors in writing to include the legible signature of the complaining party. All reports of violations will be held strictly confidential. The only exception to this procedure is if the violation is of a material nature and is noted during a site visit by a Board member during an evaluation of the property.

Special Assessments and Fines

Any Owner who violates any provision in the Declaration of Covenants or the Association's By-laws or Rules regulating the use and occupation of the Common Areas shall be fined by the Association's Board of Directors, as provided below, for each violation and shall also be assessed a special Assessment by the Association's Board of Directors in an amount equal to any cost incurred by the Association to correct or remedy any such violation. Such fine and Assessment shall constitute a lien upon the violator's unit and may be enforced as any other unpaid Assessment is enforced under the Declaration of Covenants. This regulation shall be in addition to and not exclusive of any remedies that are afforded the association (and it's individual members) at law or by the Governing Documents.

- a. The first occurrence of violation will result in a written warning to the violating owner.
- b. The second occurrence of the same violation will result in a second written warning to the violating party with the understanding that one more occurrence of the same violation will result in the individual being required to attend a hearing on the subject and will be subject to fines for all occurrences after the first occurrence at the discretion of the Board of Directors.
- c. The Board will assess fines for violations at a rate not to exceed \$500.00 per each occurrence after the owner has had an opportunity to address the Board of Directors at a hearing called for the purpose.
- d. All special Assessments and fines resulting from violations are subject to the delinquency policy, which is in force for the collection of regular Assessments.
- e. The Board of Directors reserves the right to change the above stated policy for violation enforcement at any time, upon proper notice given to all property owners.

The policy for the reporting of violations is as follows:

- a. Complaints will be taken from Board members in writing or from the membership in writing.
- b. All reports of violations from the membership must be forwarded to a Board member in writing and include the legible signature of the complaining party.
- c. A copy of the complaint letter will be provided to each Board member for investigation.
- d. Complaining members may be called as witnesses at a special hearing or legal proceeding as necessary.

The Policy for investigation of violation complaints is as follows:

- a. The Board will investigate the complaint.
- b. The Board may appoint a committee to investigate the complaint.



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Enforcement Rules and Regulations

- a. The Association penalties for violation of Declaration or By-laws shall be as follows:
- |      |                         |                                |
|------|-------------------------|--------------------------------|
| i.   | First Offense           | Written warning                |
| ii.  | Second Offense          | Written warning                |
| iii. | Third Offense           | Fine and a warning/injunction. |
| iv.  | Each Additional Offense | \$500.00 fine                  |
- b. Repair of damage caused, and assessment of the total cost against the responsible property owner, with corresponding liabilities specified in the Association Declarations for non-payment.
- c. Action as law to secure injunctive action against habitual offenders. Cost of any such action would be borne by the offending party(s).
- d. In the case of offending tenant, legal action against owner to evict tenants.
- e. The homeowner at the Court's discretion shall pay any legal fees incurred by the Association for enforcement of these rules.

**ARTICLE XV**

**ALTERNATIVE DISPUTE RESOLUTION**

**1. DISPUTE RESOLUTION BETWEEN ASSOCIATION AND OWNERS**

- a. General. It is the general policy of the Association to encourage the use of Alternative Dispute Resolution to resolve disputes involving the Association and an Owner. Alternative Dispute Resolution ("ADR") is defined as a procedure for settling a dispute by means other than litigation, such as mediation, non-binding arbitration, or binding arbitration.
- b. Policy. ADR, in the form of Mediation, Non-Binding Arbitration, or Binding Arbitration, [may or shall] be pursued by the Association before any lawsuit is filed, except in the case of the collection of assessments or the enforcement of the covenants, bylaws, or rules and regulations of the Association, subject to the following:
- i. ADR shall not be required if time constraints prevent accomplishing ADR.
  - ii. The Association will not pursue ADR if an Owner refuses to participate in the process.
  - iii. At the time the parties agree to use ADR, the parties shall also agree on the form of ADR to be used. If the parties cannot agree on the form of ADR to be used, ADR shall be in the form of mediation.
  - iv. Any ADR pursued must be done so using a trained mediator, arbitrator, or facilitator having some familiarity with the governance of community associations.
  - v. Any ADR must be conducted in compliance with the Uniform Arbitration Act and/or the Dispute Resolution Act, as applicable.
  - vi. If ADR is to be pursued, the Owner shall execute an agreement with the Association prior to the commencement of the ADR process, which tolls any applicable statute of limitations while the parties are attempting to resolve the dispute through ADR.
- c. Selection of Mediator/Arbitrator. If the parties to the ADR cannot agree, within 30 days of the request for ADR, on the facilitator, mediator, arbitrator, or other qualified person to conduct the ADR, then, within 10 days,
- i. Each party shall choose a qualified person as defined in this Policy, and those so selected shall then appoint a third qualified person to be determined in their sole discretion.
  - ii. In the event a party fails to select a qualified person as specified in subsection "i" above, the person selected by the other party shall be deemed acceptable to both parties and shall act as the facilitator, arbitrator, or mediator.



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- iii. Costs. The costs of ADR shall be split equally among the parties involved in the ADR. In the event an Owner fails to pay the Owner's share of the cost of the ADR, such amount shall be considered an Assessment against such Owner's Unit, and may be collected by the Association as an Assessment pursuant to the Declaration and Colorado Law.
- iv. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- v. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
- vi. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
- vii. Amendment. The Board of Directors may amend this policy from time to time.

ARTICLE XVI

CLAIMS SUBMISSIONS TO THE ASSOCIATION'S INSURANCE CARRIER

1. POLICY FOR CLAIMS SUBMISSIONS TO THE ASSOCIATION'S INSURANCE CARRIER

If an occurrence is made known to an Owner that results in damages or injury to an Owner or an Owner's Unit which may come within the Association's coverage as required in Declaration or under Colorado law,

- a. The Owner(s) shall first promptly notify his or her personal insurance carrier of the damage.
- b. In the event the Owner determines it is in the Owner's best interests to submit a claim under the Owner's insurance policies, the Owner shall follow the procedures set out in those insurance policies describing the insured's duties in the event of an occurrence, claim, or suit.
- c. The Association may require the Owner to provide copies of the claim the Owner may make to his/her own carrier, as well as copies of the adjustment or determination of that carrier as a condition before the Owner makes any claim on any of the Association's policies.
- d. In the event the subject matter of the claim may fall within the Association's Insurance responsibilities under the Declaration or Colorado law, the Owner shall promptly notify the Association of the damage by providing written notice to the Board setting forth the following:
  - i. Owner's home address and phone number and Unit address, if different;
  - ii. The time, place and circumstances of the event;
  - iii. Identification of damaged property; and
  - iv. The names and addresses of the injured and witnesses, if applicable.
- e. The Board shall then make a determination as to whether the occurrence or claim consists of damages for which the Owner or the Association is responsible for insuring under the Declaration. The Association shall so notify the Owner in writing of its determination within 15 days of written notification of the damage to the Association.
- f. If the Board determines, in its sole discretion, that the subject matter of the claim is within the Association's insurance obligations, the Board shall submit a claim to the Association's insurance carrier on behalf of the Owner in accordance with the requirements of the insurance policy. In that event, an Owner may not submit a claim to the Association insurance carrier.



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**ARTICLE XVII**

**OWNERS SELLING UNITS**

**1. PROCEDURES TO BE USED BY ASSOCIATION IN COOPERATING WITH OWNERS SELLING UNITS**

When requested by a seller, the Association shall provide the documents the seller is required to disclose to the buyer that are within the Associations control. Therefore, the Association will make the documents listed above available as a "Seller's Disclosure Package." If authorized by the seller, the Association shall provide the Seller's Disclosure Package directly to the buyer upon payment to the Association of the usual fee charged by the Association to a seller for the Seller's Disclosure Package.



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Arabian Acres Property Owners Association  
P.O. Box 33, Divide, CO 80814



Part B. Residential Area Covenants

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of not less than 1600 square feet and a private garage for not more than three cars specifically. No outside toilets or permanent trailer home shall be permitted. No more than 50% of the total building sites will have manufactured or modular homes. There will be an equal balance between stick built homes and manufactured/modular homes.

2. ARCHITECTURAL CONTROL: No structure, including walls and fences, shall be erected, converted, placed, added to, or altered on any lot without approval of Architectural Control. No trees may be cut or driveways installed until the construction plans, survey, specifications and plot plan showing the location of the structure and trees to be removed has been approved in writing by the proper representative of the Architectural Control Committee. This will ensure the quality of workmanship and materials, harmony of external design with existing structures and the topography and finished grade elevations. There will be a thousand dollar (\$1000) fine for any trees cut or driveway installed prior to approval. Owner must have approval or denial thirty (30) days after submittal to the Architectural Control Committee

2.1. A deposit, in the form of a Certified Check, for \$1000.00 must be posted with the AAPOA Treasurer by the CONTRACTOR, or CONTRACTORS that will be performing the actual clearing of the building site. This bond will be returned in full providing that all cleanup of the site is accomplished in accordance with County Ordinances, the Certification of the Property Owner, and the AAPOA. Failure to accomplish the required clean up of the site will result in forfeiture of the deposit which will then be used for the benefit of the property owner in cleaning up the construction site. (Full information is available at [www.aaaoa.org](http://www.aaaoa.org) Amendment Added: July 19, 2001

6. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more than standard size (2' x 3'), or as used by a builder or real estate agent to advertise the property during the construction and sale period. There are to be no directional real estate signs at the entrance of Arabian Acres other than temporary "open house" signs, which must be removed at the end of each day.

7. LIVESTOCK AND POULTRY: No livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for one horse, dogs, cats, or other small household pets in conjunction with County Codes. Domestic pets may be kept provided they are not bred or maintained for any commercial purpose. No dogs shall be allowed to roam free within the subdivision. A fine of \$50.00 for first offense, \$100.00 for second offense and \$150.00 for any additional offenses there after. The Property Owners Association will strictly enforce this code.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Property Owners Association has the right to clean up any lot that has been used as a dumping ground for rubbish if the property owner fails to clean up within 30 days after notice has been given. The POA has the right to charge any expenses back to the owner and, in fact, to place a lien against the property for expenses incurred.

9. FIREARMS: Absolutely no hunting or discharging of firearms shall be allowed within the subdivision unless proven by law enforcement officials to be a life-threatening situation. A one thousand dollar (\$1,000) fine shall be issued for failure to comply with this covenant.

*Arabian Acres Property Owners Association  
P.O. Box 33, Divide, CO 80814*

PART C. GENERAL PROVISIONS. (Amendment dated 1/8/98)

5. ASSOCIATION MEMBERSHIP: Membership in the Property Owners Association shall be mandatory for all property sold, or exchanged after this amendment has been recorded. The value of the homes is closely tied to these protective covenants and property purchasers understand that payment of dues and cooperation with Property Owners Association decisions and policies is a requirement concomitant with property purchase and ownership. Property Purchasers also understand that periodic dues, fines assessments and fees may be required, which must be promptly paid. Non-payment of such fees, dues, fines, assessments and fees will cause a recorded lien to be placed against the defaulting member's property.

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BY-LAWS OF  
ARABIAN ACRES PROPERTY OWNERS' ASSOCIATION  
(W/ AMENDMENT (1) DATED July 7, 2001  
(W/AMENDMENT (2) DATED May 22, 2004)

ARTICLE I  
ORGANIZATION

1. NAME

The name of this organization shall be Arabian Acres Property Owners' Association.

2. SEAL

This organization shall have a seal, which shall be in the following form:

3. NAME CHANGE

The organization may, at its pleasure, change its name by vote of the membership body. Any such name change shall be done by filing notice of the use of an assumed name by the Corporation or by amendment to the by-laws of the Corporation and the Articles of Incorporation with the State.

ARTICLE II  
PURPOSES

1. PURPOSES

The Corporation shall have and may exercise all rights, powers and privileges now or hereafter conferred upon non profit corporations organized under the laws of Colorado, including everything necessary, suitable or proper for the accomplishment of any of its corporate purposes and the transaction of any lawful activity. Among other purposes are (i) to take steps to amend, design and cause the enforcement of subdivision covenants, (ii) provide architectural control through working with developers and/or an architectural control committee of the members, (iii) provide Members with an organization for social and neighborhood contact, entertainment, association and communication, (iv) to better or provide security of persons and property in the subdivision, and (v) act as liaison between members and other organizations and entities such as utility providers, government and quasi government and other property owners associations.

ARTICLE III  
MEMBERSHIP

1. MEMBERSHIP

Membership in this organization shall be open to all who are property (legal or equitable) owners of lots or land in the Arabian Acres subdivision of Teller County, Colorado and who are willing to (1<sup>st</sup> filing August 23, 1966) and must (property purchased after (1 Jan 1998) pay the dues or fees assessed or charged all members from the time of the new members joinder. (Amended)

References: Declaration of Protective Covenants

ARTICLE IV

## MEETINGS

### 1. ANNUAL MEMBERSHIP

The annual membership meeting of this organization shall be held on the first Saturday of May in each and every year. However the Board of Directors may change such date for good cause; provided such alternate date is within two weeks before or after such original date. The Secretary shall cause to be mailed to every Member in good standing, at their address as it appears in the membership roll book of this Corporation, a notice/reminder stating the date, place and time of such annual meeting. The presence of not less than one third of the members shall constitute a quorum and shall be necessary to conduct the business of this organization. In the event there is no quorum, the meeting shall be rescheduled to a date not more than two weeks from the date set forth in these by laws. The Secretary shall cause a notice of this rescheduled meeting to be sent to all those members who were not present at the meeting originally scheduled.

### 2. SPECIAL MEETINGS

The President may call special meetings of this organization when he/she deems it to be in the best interest of the organization. The Secretary shall cause to be mailed notices of such special meetings to all members at their addresses as they appear in the membership roll book of this organization. Such notices shall be sent at least two weeks prior to the scheduled date of the meeting. The notice shall state the reasons the meeting has been called, the business to be transacted, and who called the meeting.

At the request of one quarter of the members of the Board of Directors or members of the organization, the President shall cause a special meeting to be called. Such requests must be made in writing at least two weeks before the requested date of scheduling.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

## ARTICLE V

### VOTING

#### 1. VOTING

Voting at all meetings shall be by voice.

At any Annual or Special Meeting, if requested by a majority of the POA Members, election of Officers or Directors or any question shall be done by written ballot. The voting members shall not be identified on said ballot.

At all votes by ballot, the chairperson of the meeting shall, prior to the vote, appoint a committee of four members who will act as "Inspectors of Election" and who, at the conclusion of the balloting, shall certify in writing to the chairperson, the results of balloting. The certified copy of the results shall be placed in the minute book of the organization. No "Inspector of Election" may be a candidate for office.

If a dues paid regular member, for what ever reason, elects to have their vote cast by proxy the person authorized by the member to vote in their absence will provide written authorization to the Secretary prior to any voting being conducted at any meeting. The authorization will contain the member's signature. The Secretary will ensure that the proxy voting authorization is affixed to the minutes of that meeting.

## ARTICLE VI

### ORDER OF BUSINESS

#### 1. ORDER OF BUSINESS

"Roberts Rules of Order" shall be the parliamentary authority for matters of procedure not otherwise provided by these by laws. The order of business at meetings shall be as follows;

A. Roll Call.

B. Reading of the minutes of the proceeding meeting.

- C. Reports of committees, if any.
- D. Reports of Officers.
- E. Old and Unfinished Business.
- F. New business
- G. Other miscellaneous business. (Non-members open discussion)
- H. Adjournment.

## ARTICLE VII

### BOARD OF DIRECTORS

#### 1. MANAGEMENT

A Board of Directors consisting of at least four, but not more than seven, Members shall manage the business of this organization. Officers of the organization shall constitute the Board of Directors, along with such number of other members required to total the number of Directors making up the board.

The number of Directors making up the Board shall be determined by the POA Members at the annual meeting or special meeting called for that purpose.

The Board of Directors shall have the control and management of the affairs and business of this organization. The board of Directors shall act only in the name of the organization when it shall be regularly convened by its chairperson after due notice to all the directors and officers of such meeting.

#### 2. DIRECTORS AND OFFICERS

The directors and Officers for the ensuing terms shall be chosen at the annual meeting of this organization and they shall serve for a term of one year.

Vacancies in the board of directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the term.

The remaining Directors may fill vacancies in the Board of Directors at an election for any remaining term of such Director until the annual meeting at which time the membership shall elect new directors. Any person so elected to fill a vacancy shall remain a Director until his/her successor has been elected by a vote of the membership present. If the Directors fail to fill a vacancy, the remaining directors may act as the board so long as at least five (5) directors are then serving.

Any Officer or Director may resign at any time by giving written notice to the Board, the President, or the recording Secretary. The Board of Directors by majority vote, at the next meeting, may fill any vacancies in offices for the balance of the resigning officer's term.

Any Officer or Director may be removed by the general membership whenever in their judgment the best interests of the Association would be served. The person to be removed shall be notified by certified mail prior to the vote of the general membership and within five (5) days of said notice shall have the opportunity to appear before a meeting of the members and if he/she fails to appear he/she will be given final notice of the vote. The Board of Directors shall adopt such rules, as it may, at its discretion, deem necessary for the best interests of the organization for said hearings.

#### 3. QUORUM

Two-thirds (2/3) of the members of the Board of Directors shall constitute a quorum. Each Director shall have one vote and such voting may be done by proxy.

#### 4. INDEMNIFICATION

The Association shall indemnify every Director, every Officer and every Committee Member against all loss, cost, liability, and expense reasonably incurred or imposed upon him/her in connection with any action, lawsuit or proceeding to which he/she may be made a party by reason of his/her being or having been a Director, Officer, or

Committee Member of the Association, except as to matters wherein he or she shall be finally adjudged in such action, lawsuit or proceeding to be liable for or guilty of gross negligence or willful misconduct.

The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director, Officer, or Committee Member may be entitled. The Association shall maintain adequate Directors and Officers liability insurance to fund this obligation.

#### 5. MEETINGS

The meeting of the Board of Directors shall be held regularly once a month. The time, date, and place of such meeting shall be selected at the previous meeting.

The Board of Directors may make such rules and regulations covering its meetings, as it may, in its discretion, deem necessary.

The President of the organization, by virtue of the office, shall be chairperson of the Board of Directors. The Secretary of the organization shall serve as secretary for the board of directors.

### ARTICLE VIII

#### OFFICERS

##### 1. OFFICERS

The Officers of the organization shall be as follows;

President  
Vice President  
Secretary  
Treasurer

##### 2. PRESIDENT

The President shall preside at all membership meetings, be chairperson of the Board of Directors (by virtue of the office), present an annual report of the work of the organization at each annual meeting, appoint all committees (permanent or temporary), see that all books reports and certificates, as required by law, are properly kept or filed, may be one of the officers who may sign checks or drafts of the organization and have such powers as may reasonably construed as belonging to the chief executive of any organization. The President may vote at any meeting only in the event of a tie.

##### 3. VICE PRESIDENT

The Vice President shall, in the event of the absence or the inability of the President to exercise his or her office, become acting president of the organization with all rights, privileges and powers as if he or she had been duly elected president. The Vice President shall also have such powers and duties as the President may from time to time designate.

##### 4. SECRETARY

The Secretary shall keep the minutes and records of the organization in appropriate books, file any certificate required (federal, state or local) give and serve all notices to Members of the organization, may be one of the Officers required to sign the checks and drafts of the organization, present to the membership, at any meetings, any communication addressed to the secretary of the organization, attend to all correspondence of the organization and exercise all duties incident to the office of the secretary.

##### 5. TREASURER

The treasurer shall have care and custody of all monies belonging to the organization; receive all monies due the association and deposits such in bank accounts established for such purpose by the Board of Directors. Maintains adequate records of all financial transactions subject to an annual audit reflecting income and disbursements accordingly. The treasurer shall maintain the Association's list of paid members. Shall disburse funds for expenses

as incurred and authorized by the Board of Directors with two (2) signatories to each check, with no disbursements to be made in cash. No special fund may be set aside that shall make it unnecessary for the treasurer to sign the checks or drafts issued upon it. The Treasurer shall render, at stated period, as the Board of Directors shall determine, a written account of the finances of the organization and such reports shall be physically affixed to the minutes of the Board of Directors of such meetings.

6. COMPENSATION

No Officer or Director shall, for any reason of the office, be entitled to receive any salary or compensation; however, nothing herein shall be construed to prevent an Officer or Director from receiving compensation from the organization for duties other than as an Officer or Director.

7. BOARD OF DIRECTORS

Officers shall by virtue of their office, be members of the Board of Directors.

8. SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees, contractors, and other service providers, which they in their discretion, determine, necessary for the conduct of the business of the organization.

ARTICLE X  
COMMITTEES

1. COMMITTEES

The Board of Directors shall appoint all non-permanent committees of this organization and such board shall for a period designate the term of office.

Upon vote of the POA membership, permanent committees shall be created. All expenditures shall be submitted in writing to the board of directors and must be approved by the Board of Directors prior to purchase. The Treasurer will be provided originals of all receipts.

2. PERMANENT COMMITTEE TENANTS

Architectural Control

Mission

The purpose of the Architectural Control Committee is to maintain and promote the high standards of the Arabian Acres Community. The committee intends to protect the value of the Arabian Acres Property owners' investments by enforcing the restrictive covenants (deed restrictions) of the community, while maintaining a neighborly attitude of cooperation. The committee will work with home developers, contractors, county officials and residents to maintain high quality standards in new construction and maintenance of existing structures.

Objectives

- Review all building plans and improvements to ensure compliance with covenants and restrictions.
- Assist in enforcement of deed restrictions
- Monitor zoning changes affecting residents
- Ensure representation at all Teller County Planning Commission meetings.
- Liaison with the Teller County Roads and Bridges Department to ensure adequate road maintenance is being conducted.
- Administer all building projects undertaken by the Arabian Acres Property Owners Association.

Welcome Committee

This Committee shall organize and coordinate the welcoming of each new resident as deemed desirable or appropriate. Initial contact should be initiated within thirty (30) days of new resident of occupancy.



ARTICLE XI

DUES

1. DUES

Dues for regular members shall be payable annually for a calendar year in the amount set forth by the board of Directors. If a member has not paid annual dues by the date of the annual meeting each year, his/her membership shall be suspended until payment is made. No person whose membership is suspended may vote at any annual, or special meeting or meeting of the Board of Directors.

ARTICLE XIII

AMENDMENTS

1. AMENDMENTS

These By-laws may be amended by a majority vote of the dues paid regular members in attendance or represented by proxy at any meeting

An intent to change the by-laws by the Board of Directors or a majority of the dues paid regular members must be furnished to the Secretary of the organization at a preceding meeting upon which, if seconded, will be deliberated, and then forwarded to the Secretary for distribution to the dues paid regular members.

The regular dues paid members will be notified, by the Secretary, not later than ten (10) days prior to the meeting at which a vote upon the proposed alteration, amendment, revision, addition or repeal of the by-laws shall be taken.

2. Membership in this organization shall be open to all who are property (legal or equitable) owners of lots or land in the Arabian Acres subdivision of Teller County, Colorado and who are willing to (1<sup>st</sup> filing August 23, 1966) and must (property purchased after 30 November 1998) pay the dues or fees assessed or charged all members from the time of the new members joinder. (Amended)

References: Declaration of Protective Covenants

**MINUTES**  
**AAPOA ANNUAL MEETING**  
**At the Lost Dutchman, Trout Haven**  
**May 22, 2004**

Date: May 22, 2004

Time: 10:00 a.m.

Place: Lost Dutchman, Trout Haven

Attendance: See membership sign-in sheet

**INTRODUCTION: 10:15 A.M.**

**A) May 22<sup>nd</sup> – Guest Speakers at Annual Meeting:**

**Kevin Daugherty- Teller County Sheriff** spoke on new programs in the community:

- a) Microchip Scanner for Animal Control
- b) Volunteer Program to help out at the Sheriff's office.  
Nick Pinell and Dane Albin, coordinators. Anyone is welcome to help with Dispatch, front desk, personnel, assistance with evidence, custodian, helping with jail, work release, courthouse events, etc. Application required with background investigation required. Also, speed control trailer assistance, and vacation checking program.
- c) Emergency Response at Jail Program
- d) More Speed Trailers – an extra person on traffic now
- e) Four new officers from a Grant
- f) Animal Control – Cheri France very proactive
- g) HomeLand Security Money – for tactical type equipment.
- h) Jail – half full, headhunter hired to recruit from other areas
- i) Traffic problems still major issue
- j) 28 employees now
- k) New communication system should be up and running in two to three months with towers at Divide, Gold Camp and Mt. Pisgah.

**Teller County Commissioners, Bob Campbell and Jim Ignatious**

- a) Quarterly Forums are happening, next one is at the end of July, on Saturday in the new Florissant Library
- b) Commission Meetings – everyone is welcome
- c) Social Services – Federal, state, and county monies reorganized
- d) Fleet Director – Housed between Sheriff's office and jail, being reorganized. Looking for dual purpose vehicles and more fiscal responsibility
- e) West Nile Virus – arrived last year below 7,500 feet. Spread by

birds and mosquitoes. Dunk, bacteria that eats larvae, is recommended. Brochures are available for prevention. Environmental Health Director can give presentations on this.

- f) Wild Land Fire Protection Committee and Urban Interface consider Teller County a "RED" zone. Government has money to spend to reduce fuel loads. A plan has to be developed and presented to get money. Working on this.
- g) Roads – On going issues, constantly working on these:
  - 1) "Grader routes" this year, six specific people have specific responsibility, more efficient, know areas
  - 2) Construction on Teller 1 from Florissant South.
  - 3) Divide to Lake George, CO Department of Transportation is doing overlay, guardrails, turn lanes
  - 4) Additional grant on upper end of Teller 1
  - 5) Dust Control – Magnesium chloride now, looking for a better answer, starting chip and seal program by identifying high traffic roads that will be done by section, obtaining own equipment to chip and seal from a grant, roads have to be brought up to a preliminary standard before process can happen
  - 6) Construction work on Hwy 67 to Cripple Creek, rumble strips, turnout lanes, etc.
  - 7) Four lane to Divide should be done by September 1<sup>st</sup> Contract was extended to a two-year contract last year because of state budget constraints. Applying for gaming dollars for work on CR42 to Teller 1. Striping will be done soon on CR42

**Al Jordan, Teller County Assessor, AAMetro District Board**

- 1) Property Taxes – values didn't change because property is only revalued every two years. Working on inventory accuracy now. Next reappraisal year taxes will be going up. Increase will be about 5% for 2003 and 4% for 2004, hence and 8-9% increase. AAMETRO District will not affect property values, other than more demand, more sales in the area.

**Dave Biando – President of Trout Haven POA**

- 1) Cleanup Pickup crew for CR42 needs help. Call Dave because must be on Teller County insurance to do this.
- 2) Micro Chips Scanner available now because of AAPOA and Trout Haven POA.
- 3) AAMETRO District – water line expanded on Kutsu Ridge, and purchase of water main at Trout Haven has happened.

**Curt Grina – Pikes Peak Regional Medical Center** – Here to talk about our community hospital.

- 1) Update on project: A 25-bed acute care, 24-hour, full hospital service facility will increase property values and increase quality of life. Totally community driven to make this hospital happen. 1.4 Million from community in contributions. All volunteers on Board and Foundation Board. Much work and planning going on. Must be economically sustainable. Contribution and grants will provide seed money to get mortgage. Open doors mid 2006 hopefully. Community support needs to be demonstrated financially, participation in raffle, major support of CCVictor Mine, to make this viable. Non-profit association will own hospital facility and lease it to partner of an operating company. No tax base, not city owned, community owned. Yearly operating costs have been addressed, as well as hundreds of other, documented in the business plan. Must get tickets from Elks club member for the raffle Because of raffle laws.

**Ute Pass Ambulance District – Tim Dienst – Operations Manager** – Increase in demand and losses in revenue have created a need for a Title 32 Article 1, part tax supported, part user fee supported district.

- 1) What is it suppose to be - similar to local fire protection districts, providing services to community. Voters choose and are accountable to voters. Provides many services, but they are very expensive.
- 2) What will be the area - will overlay three fire protection districts, Western Sedalia, North East Protection, some of Divide Fire Protection.
- 3) Why is it needed - need consistent reliable funding to provide services, especially because of the increase of people without insurance, managed care, Medicare, etc. Ambulance service cannot by law limit who they provide services to. Quality of service declines as a result. They have been providing services for 24 years. Woodland Park Ambulance a 5013c. Calls of 1,700 last year. Hard to meet concurrent calls, because of increase in demand. Part volunteer and 9 full time paramedics. Only guarantee availability of one ambulance right now. Equipment, tools, technology, need to stay current.
- 4) What will it cost - Average ambulance bill is \$1, 800 to 2,200. Those rates are based on what is needed for services. Half of services were 100 percent of what they could bill for, then take away Medicare, etc.,
- 5) What types of questions on ballot - 4.5 mill levy increase, \$85 on a \$250,000 house, question on ballot will ask for mill levy to float up to 4.5, flexible levy requested so actual costs could be less but not more.

**B) 12:10 Lunch Break – Door Prize drawings:** Gift certificates of \$25 for Safeway, Starbucks, Radio Shack, Hair & Body Solutions, City Market (2)

**C) 11:30 - 12:15.p.m. Business Meeting**

- a) **Benefits provided to your AAPOA by President, Sue Thomas**
- b) **Introduction of AAPOA Board:**
  - \*Sue Thomas, President, willing to remain as President
  - \*Mary Sneed, Secretary, willing to remain as Secretary
  - \*Tom Goff – Stepping down from Vice President, but willing to stay on as board at large, Recreation Committee Chairman and DOW Representative
  - \*Nicole Inscoe – Board at Large, still willing to serve

\*Denny Yoder, Board at Large – will step down from board, but has offered and AAPOA board has accepted, for him to remain our legal advisor if needed

c) **Election of New Officers:**

- \* President- Tom Goff nominated Sue Thomas
- \* Vice President- Tom Goff nominated Skip Billing
- \* Secretary- Nicole nominated Mary Sneed
- \* Treasurer- Skip nominated Nicole Inscoc
- \* Board Member-Paula Fox volunteered for board at large
- \* Board Member-Tom Goff volunteered for board at large
- \* Board Member-Jami Zornes volunteered for board at large

Written ballots counted by Denny Yoder, Brent Wallace and Bradford Walker – Unanimous, motion to accept officers by Tom and 2nd by John

d) **Vote on By-Laws Correction** – Letter of May 8<sup>th</sup> read, Date should read November 30, 1998, as this was date of recording. Denny Yoder, Brent Wallace and Bradford Walker counted ballots and proxy ballots, 21 for and 1 against. Nicole 1<sup>st</sup>, 2<sup>nd</sup> Tom, that ballots be accepted. Corrected By-Laws will be sent to all members.

e) **Treasurer's Report** – Income/ Expense Expenses of \$1,600 for 2003. See report from Skip, Tom 1st Nicole 2<sup>nd</sup>, report accepted.

f) **AAPOA website**, requesting suggestions.

g) **Issues** – Appearance Problems in Subdivision, problems have been identified and letters are going out first and then will be turned over to Teller County for Enforcement if not corrected

- 1) 333 Banner Trail
- 2) 458 Banner – has been resolved
- 3) Entrance appearance

h) **New Business:**

- 1) Weed Control in Pond needs to be addressed to the AAMETRO District
- 2) West Nile has been identified in Park County and Teller County, one case each.
- 3) Tom Goff – DOW report – Bear Awareness Report – brochures available. A cougar is in our area, makes a chirping sound. Tonya Sharpe, Teller County Wildlife Officer, is patrolling more. Fine is \$1,000 for feeding wildlife. Wasting disease is believed to be spreading because of the feeding of wildlife. Call Tom 686-1140 if you have questions.
- 4) Pond – Fish are still in the pond. Stocked last year twice, and probably will not stock this year.
- 5) Reiteration of Benefits of AAPOA Membership
- 6) Dumpster July 17<sup>th</sup> at Skip's house
- 7) Annual Picnic July 17<sup>th</sup>

**D) 1:00 - 3:00 p.m. Animal Control Scanner Chip Insertion by Teller County  
Animal Control Cheri France**

Next board meeting is June 12th, 2004, at 8:30 a.m. at Sue Thomas's house, 70 Golden Lane. Annual Meeting adjourned at 13:40 p.m.

Minutes submitted by Mary Sneed, Secretary AAPOA



Reception # \_\_\_\_\_

DECLARATION OF PROTECTIVE COVENANTS

FOR

ARABIAN ACRES FOURTH FILING

A SUBDIVISION LOCATED PARTIALLY IN THE SOUTHWEST 1/4 OF SECTION 9, AND PARTIALLY IN THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 13 SOUTH, RANGE 70 WEST, OF THE 6TH PRINCIPLE MERIDIAN, TELLER COUNTY, STATE OF COLORADO.

SAID PARCEL ALSO BEING PORTIONS OF THAT REAL PROPERTY DESCRIBED IN DOCUMENTS RECORDED AS DRAWER 7, CARDS 1567 A-B, CARD 1568 AND DRAWER 9, CARDS 1124 A-B, CARD 1125 - RECEPTION # 220930 (MARCH 20, 1973). MORE PARTICULARLY DESCRIBED IN WARRANTY DEED FILED JUNE 26, 1998, RECEPTION # 478124, OF THE RECORDS IN AND FOR SAID COUNTY AND STATE.

WHEREAS, The Developer, Frances I. Rupp, desires to place certain restrictions on said premises for the use and benefit of herself and her Grantees, in order to establish and maintain such premises as a carefully protected residential community.

NOW, THEREFORE, for herself and her Grantees, she hereby publishes, acknowledges, and declares, and agrees with, to and for the benefit of all persons who may hereafter purchase and from time to time hold and own any of said lots, that she owns and holds said above-described lots subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the buyers/owners at any time of any, of the said lots, their heirs, personal representatives, successors and assigns, to wit:

PART A. SPECIAL AGREEMENTS:

As part of the consideration for the sale of real estate as provided on the contract attached hereto, it is specifically agreed by the parties, that,

1. Buyer/Owner agrees not to deface the area or cut timber from the premises except as may be necessary to clear land for original construction, upon approval of the Architectural Control Committee ( See Part B - # 2 below ).

Buyers shall also furnish at their expense, all required permits and culverting according to Teller County Road and Bridge Dept. criteria for private access roads to the property described in contract attached hereto.

2. Developer reserves from all lots in said subdivision a right-of-way or easement for the installation and maintenance of water lines, power lines, telephone transmission lines, and any and all utilities, at such points as indicated on recorded plat. Typically all easements will run along all front, side, and rear lot lines, with said easements being a total of 20' in width, with each lot bearing an equal 10' width of said easements. Where no contiguous, shared lot lines exist, such as front or streetside lot lines or lot lines shared with pre-existing properties, said easements will bear and exist solely on the newly created subdivision lot in the complete width of 20'.

PART B. RESIDENTIAL AREA COVENANTS:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of not less than 1600 square feet and a private garage for not more than three cars specifically. No outside toilets, permanent trailer homes, modulars, or manufactured homes will be permitted.

2. ARCHITECTURAL CONTROL: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot without approval of the Architectural Control Committee. No trees may be cut or driveways installed until the construction plans, survey, specifications and plot plan showing the location of the structure and trees to be removed has been approved in writing by the proper representative of the Architectural Control Committee. This will ensure the quality of workmanship and materials,

EXTRAS

harmony of external design with existing structures and the topography and finished grade elevations. There will be a thousand dollar (\$1000) fine for any trees cut or driveways installed prior to approval. Buyer/owner must have approval or denial thirty (30) days after submittal to the Architectural Control Committee.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 25' to the front or street lot line. In any event, no building shall be located on any lot nearer than 15' to the side lot line, nor nearer than 20' to any side lot line where easement conditions dictate (see PART A. - # 2.). Furthermore, no building shall be located nearer than 30' to any rear lot line or as regulated by Teller County Codes.

4. TIME OF CONSTRUCTION: Once construction is commenced, it must be completed within 12 months.

4a. TEMPORARY RESIDENCES: No basement, shed, tent, trailer or trailer house, or structure of a temporary nature may be used as temporary or permanent living quarters. This covenant does not preclude vacation camping in tents, trailers or campers on a seasonal basis.

5. NUISANCES: No commercial, noxious, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more than standard size (2' x 3'), or as used by a builder or real estate agent to advertise the property during the construction and sale period. There are to be no directional real estate signs at the entrance of Arabian Acres other than temporary "open house" signs which must be removed at the end of each day.

7. LIVESTOCK AND POULTRY: No livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for one horse, dogs, cats, or other small household pets, or as regulated and in conjunction with Teller County codes. Domestic pets may be kept provided they are not bred or maintained for any commercial purpose. No dogs shall be allowed to roam free within the subdivision. A fine of \$50.00 for the first offense, \$100.00 for the second offense, and \$150.00 for any additional offenses thereafter. This code will be strictly enforced by the Property Owners Association.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be allowed to be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Property Owners Association has the right to clean up any lot that has been used as a dumping ground for rubbish if the property owner fails to clean it up within 30 days after notice has been given. The POA has the right to charge any expenses back to the owner and, in fact, to place a lien against the property for expenses incurred.

9. FIREARMS: Absolutely no hunting or discharging of firearms shall be allowed within the subdivision unless proven by law enforcement officials to be a life threatening situation. A one thousand dollar (\$1000.00) fine shall be issued for failure to comply with this covenant.

#### PART C. GENERAL PROVISIONS:

1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT: Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. The Developer or her successor reserves the right to waive in writing the application of any of the above restrictions, obligations and reservations in any instance where exceptional circumstances or conditions exist, as determined by the sole discretion and sound judgement of the said Developer, and in such event the restriction, obligation or reservation so waived shall have no application in such instance.

5. Arabian Acres Property Owners Association is a mandatory membership for homes or property sold or exchanged after January, 1998. Dues and interest will be accrued and a lien will be placed against the property should the then buyer/owner not join the Association as required. Association initiation fee is currently \$50.00 and the yearly dues are currently \$50.00 per year.

Signed and delivered this 15<sup>th</sup> day of JULY, 1999

Frances I. Rupp  
Frances I. Rupp

STATE OF COLORADO]  
COUNTY OF TELLER ]

ss The foregoing instrument was acknowledged before me

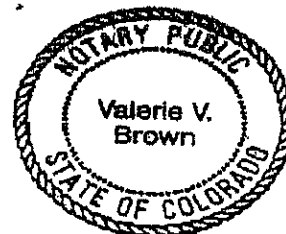
this 15<sup>th</sup> day of July, 1999  
by Frances I. Rupp

Witness my hand and official seal.

My commission expires \_\_\_\_\_

My Commission expires April 14, 2002

Valerie V. Brown  
Notary Public





**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR  
ARABIAN ACRES**

We the undersigned as property owners in Arabian Acres, at the lot location and address as so noted opposite our names, hereby submit the following changes to the Declaration of Protective Covenants for Arabian Acres recorded at reception No. 219936.

**Part B. Residential Area Covenants**

1. No Lot shall be used except for residential purposes. No new building shall be erected, altered, or placed on any lot other than one detached single-family dwelling of not less than 1600 square feet and a private garage for not more than three cars. No outside toilets or permanent trailer homes shall be permitted. No more than 50% of the total building sites will have manufactured or modular homes.
2. **ARCHITECTURAL CONTROL:** No structure, including walls and fences, shall be erected converted, placed, added to or altered on any lot without approval of the Architectural Control Committee. No trees may be cut or driveways installed until the construction plans, survey, specifications and plot plans showing locations of the structure and trees to be removed have been approved in writing by the proper representative of the Architectural Control Committee. This will ensure the quality workmanship materials, harmony of external design with existing structures and the topography and finish grade elevations. There will be a thousand dollar (\$1000.) fine for any trees cut or driveway installed prior to approval. The Architectural Control Committee shall make all decisions in a timely fashion, and if no decision has been made within thirty(30) days after plans have been submitted approval shall be deemed to have been given. Written decision shall be sent in a timely fashion. (within 30 days)
6. **SIGNS:** Only signs required by applicable building and fire codes will be permitted. No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign not exceeding 2' X 3' or (as) used by a builder or real estate agent to advertise the property during the construction and sale of the property. There are to be no directional real estate signs at the entrance of Arabian Acres other than temporary "open house" signs which must be removed at the end of each day.
7. **LIVESTOCK AND POULTRY:** No livestock, or poultry of any kind shall be raised, bred or kept on any lot except for one horse, dogs, cats, or other small household pets as permitted by County Codes, ordinances and regulations domestic pets may be kept provided they are not bred or maintained for any commercial purpose. No animals shall be allowed to roam free within the subdivision. The Property Owners Association may impose the following fines for violations. \$50.00 for first offense \$ 100.00 for the second offense and \$150.00 for each additional offense there after.

8. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Property Owners Association has the right to cleanup any lot that has been used as a dumping ground for rubbish if the property owner fails to cleanup within 30 days after notice has been given. Before undertaking any cleanup, the Property Owners Association shall send written notice to the homeowner and any tenant by certified mail notifying them of the condition of the property and giving them thirty (30) days to remove all improperly stored trash, garbage and refuse. The Property Owners Association has the right to charge any expenses back to the owner and/or tenant, and may place a lien against the property for all expenses so incurred.


9. **FIREARMS:** No hunting or discharge of firearms shall be allowed within the subdivision unless there exists a life-threatening situation. The Property Owners Association may impose a one thousand dollar (\$1,000) fine for failure to comply with this covenant.

**Part C. General provisions**

1. **TERM:** These covenants and amendments are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants and amendments are recorded, after which time said covenants shall be automatically extended ~~for~~ successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to changes in whole or in part. Signatures agreeing to this amendment are on file.

5. **ASSOCIATION MEMBERSHIP:** Membership in the Property Owners Association shall be mandatory for all property sold or exchanged after this amendment has been recorded. The value of the homes is closely tied to these protective covenants and property purchasers understand that payment of dues and cooperation with Property Owners Association decisions and policies is a requirement concomitant with property purchase and ownership. Property purchasers also understand that periodic dues, fines assessments and fees may be required, which must be promptly paid. Non-payment of such dues, fines, assessments and fees will cause a recorded lien to be placed against the defaulting member's property.

 11/18/98  
Eddie Roy Hedger, AAPOA, President

 witness

DECLARATION OF PROTECTIVE COVENANTS

FOR

ARABIAN ACRES

Acreage located in the West 1/2 of Section 16, Township 13 South, Range 70 West of the 6th P.M., County of Teller, State of Colorado, more particularly described in deed filed in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the records in and for said county and state.

WHEREAS, the owner desires to place certain restrictions on said premises for the use and benefit of himself and his grantees, in order to establish and maintain such premises as a carefully protected residential community.

NOW, THEREFORE, for himself and his grantees, he hereby publishes, acknowledges, and declares, and agrees with, to and for the benefit of all persons who may hereafter purchase and from time to time hold and own any of said land, that he owns and holds said above-described land subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the owners at any time of any, of the said land, their heirs, personal representatives, successors and assigns, to wit:

PART A SPECIAL AGREEMENTS.

As part of the consideration for the sale of real estate as provided on the contract attached hereto, it is specifically agreed by the parties, that,

1. Buyer agrees not to deface the area or cut timber from the premises except as may be necessary to clear land for original construction, *or as needed for maintenance of the property. P.M. 12/31/96 A.C.R.*  
Buyers shall also furnish at their own expense if needed, approved culvert for private access road to the property described in contract attached hereto.

PART A, Paragraph 2 &

PART B, Paragraph 1 Omitted. SIGNED *P.M. 12/31/96* SIGNED *A.C.R.*

2. ~~ARCHITECTURAL CONTROL: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any land until the construction plans and specifications and a plan showing the location of the structure has been approved in writing by the proper representative of the owner as to quality of workmanship and materials, harmony of external design with existing structures and to topography and finished grade elevation. Owner must have thirty (30) days after submission.~~ *12/31/96 A.C.R.*

3. BUILDING LOCATION, No building shall be located on any land nearer than 25' to the front lot line or the side street line. In any event no building shall be located on any lot nearer than 25' to the front lot line, or nearer than 15' to any other lot line. No dwelling shall be located on any interior lot nearer than 15' to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

4. TIME OF CONSTRUCTION: Once construction is started it must be completed within 12 months.

- 4a. TEMPORARY RESIDENCES: No basement, shed, tent, trailer or trailer house, or structure of a temporary nature may be used as temporary or permanent living quarters. This covenant does not preclude vacation camping in tents, trailers or campers on a seasonal basis.

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5. NUISANCES: No commercial, noxious, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. *PA 12/31/96 A.C.R.*

PART B, Paragraphs 6 & 7 Omitted. SIGNED *PA 12/31/96* SIGNED *A.C.R.*

8. GARBAGE AND REFUSE DISPOSAL: Noland shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. FIREARMS: No hunting or discharging of lethal weapons shall be allowed in the area. *Except in a designated rifle range, PA 12/31/96 A.C.R.*

PART C. GENERAL PROVISIONS.

1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the land has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT: Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEVERABILITY: Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. The owner or his successor reserves the right to waive in writing the application of any of the above restrictions, obligations and reservations in any instance where exceptional circumstances or conditions exist, as determined by the sole discretion and sound judgment of the said owner, and in such event the restriction, obligation or reservation so waived shall have no application in such instance.

*PT Mth 12/31/96*  
President, Camp Iana Assoc., Inc.

*Esther Thompson Noland*  
Secretary, Camp Iana Assoc., Inc.

*Alfred C. Rupp*  
ALFRED C. RUPP  
*Alfred C. Rupp*

Filed for record Jan. 16, 1973 at 1:30 P.M.  
W.L. Johnston, recorder

DRAWER: 9 CARD 108A

219936

DECLARATION OF PROTECTIVE COVENANTS

FOR

ARABIAN ACRES

A Subdivision located in the West 1/2 of Section 16, Township 13 South, Range 70 West of the 6th P.M., County of Teller, State of Colorado, more particularly described in deed filed in Book 22422, at Page 10-22-72 of the records in and for said county and state.

WHEREAS, the owner desires to place certain restrictions on said premises for the use and benefit of himself and his grantees, in order to establish and maintain such premises as a carefully protected residential community.

NOW, THEREFORE, for himself and his grantees, he hereby publishes, acknowledges, and declares, and agrees with, to and for the benefit of all persons who may hereafter purchase and from time to time hold and own any of said lots, that he owns and holds said above-described lots subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the owners at any time of any, of the said lots, their heirs, personal representatives, successors and assigns, to wit:

PART A. SPECIAL AGREEMENTS.

As part of the consideration for the sale of real estate as provided on the contract attached hereto, it is specifically agreed by the parties, that,

1. Buyer agrees not to deface the area or cut timber from the premises except as may be necessary to clear land for original construction.

Buyers shall also furnish at their own expense if needed, approved culvert for private access road to the property described in contract attached hereto.

2. Sellers reserve from all lots in said subdivision a right-of-way for the installation and maintenance of water lines, power and telephone transmission lines, and sewer lines at such points as Sellers may deem necessary.

PART B. RESIDENTIAL AREA COVENANTS.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling of not less than 600 square feet and a private garage for not more than three cars specifically, no outside toilets or permanent trailer houses shall be allowed.

2. ARCHITECTURAL CONTROL: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved in writing by the proper representative of the owner as to quality of workmanship and materials, harmony of external design with existing structures and to topography and finished grade elevation. Owner must have thirty (30) days after submission.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 25' to the front lot line or the side street line. In any event no building shall be located on any lot nearer than 25' to the front lot line, or nearer than 15' to any other lot line. No dwelling shall be located on any interior lot nearer than 15' to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

4. TIME OF CONSTRUCTION: Once construction is started it must be completed within 12 months.

- 4a. TEMPORARY RESIDENCES: No basement, shed, tent, trailer or trailer house, or structure of a temporary nature may be used as temporary or permanent living quarters. This covenant does not preclude vacation camping in tents, trailers or campers on a seasonal basis.

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5. **NUISANCES:** No commercial, noxious, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or as used by a builder to advertise the property during the construction and sale period.

7. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one horse, dogs, cats, or other small household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

8. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. **VIOLENCE:** No hunting or discharging of lethal weapons shall be allowed in the area.

#### PART C. GENERAL PROVISIONS.

1. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. **ENFORCEMENT:** Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. The owner or his successor reserves the right to waive in writing the application of any of the above restrictions, obligations and reservations in any instance where exceptional circumstances or conditions exist, as determined by the sole discretion and sound judgment of the said owner, and in such event the restriction, obligation or reservation so waived shall have no application in such instance.

*Alfred C. Rupp*  
ALFRED C. RUPP

State of Colorado)

County of Teller)

The above and foregoing instrument was acknowledged before me by Alfred C. Rupp this 16 day of January 1973.

Witness my hand and notarial seal.

~~My commission expires:~~

*W. J. Robertson*  
Notary Public  
County of Citrus