

# **Amended and Restated Declaration of Covenants, Conditions and Restrictions**

Teller County, State of Colorado  
Rainbow Valley Subdivision Protective Covenants  
Units 1 Through 10 Inclusive

This Amended Declaration amends and supersedes all prior protective covenants for Rainbow Valley Subdivision, Units 1 through 10 inclusive, Teller County, Colorado, including those recorded in Reception No. 253530, 325439, 479773, 577164, 677308 and 684446.

## **I. GENERAL PURPOSE:**

The Rainbow Valley Property Owners Association, Inc. hereinafter called the "Association" is a non-profit corporation with the current address:

Rainbow Valley Property Owners Association, Inc.  
111 Sportsmans Lane  
Divide, Colorado 80814

The Association is organized under the laws of the State of Colorado to represent the property owners in the Rainbow Valley Subdivision Units 1-10 inclusive, Teller County, Colorado, hereinafter called the "Subdivision". All members of the Association shall comply with Association Bylaws, including, without limitation, membership dues and assessments.

The Association and the Lot Owners do hereby make, declare, impose, establish and publish the following limitation, restrictions and protective covenants hereafter called the "Covenants" for the purpose of controlling the use of all land in said Subdivision. This provides, in so far as possible, for all improvements therein to be erected in a desirable, beneficial, informed, suitable, and harmonious manner; to limit and restrict the land use to strictly residential purpose; to promote the general welfare of persons living in the Subdivision; all for the mutual benefit of all property owners in said Subdivision.

## **II. LAND USE PERMITTED:**

On any platted lot in the Subdivision there may be constructed, subject to architectural control as hereinafter set forth, one new, single dwelling designed for occupancy by a single family and for private use only, a private garage, and such other enclosed and covered outbuildings that are incidental to single family, residential use on the premises. Any structure, shed, improvements, sanitation facilities, underground fuel and water storage, hedges, fences, plantings, non-commercial antenna and other appurtenances or accessories shall be subject to

Architectural Control under these Covenants and Teller County Codes. All buildings, structures, and improvements must be of new construction, and used buildings or improvements shall not be moved into the Subdivision.

### III. LAND USE REQUIREMENTS:

- A. BUILDINGS AND PROPERTY: All property in the Subdivision shall be maintained in a manner of appearance and use such that it is not cluttered with trash, garbage, signs and unsightly objects. Residential homes and other structures erected or built on property in the Subdivision are to be harmonious to other structures in the Subdivision and must meet the Architectural Requirements of the Association, these Covenants and be in accordance with the Association's Policies, Rules and Regulations in reference to:
  - 1. Buildings not permitted
  - 2. Damaged Buildings
  - 3. Rental/Leases
  - 4. Garbage and Trash
  - 5. Signs and Advertising
  - 6. Improper Storage
- B. TREES: Living trees shall not be cut or removed within the Subdivision unless trees(s) present a hazard or fire danger. Lot Owners are encouraged to remove dead and/or diseased trees and slash from their Lots to avoid wildfires and infestation of beetles and disease. No clear cutting is allowed. Owners are encouraged to comply with the US Forest Service Guidelines for Fire Safety and the Teller County Land Use Regulations, or comparable laws or regulations.
- C. NUISANCES: No offensive trade or activity shall be permitted within the Subdivision or any appearances of property which may be or become an annoyance, hazard, or nuisance to the Subdivision. The Association may enforce conformance to violations of Teller County and State Codes, as well as, requirements in accordance with the Association's Policies, Rules and Regulations in reference to:
  - 1. Lot Conditions
  - 2. Hazards
  - 3. Animals
  - 4. Unlicensed Motor Vehicles
  - 5. Lighting
  - 6. Hunting
  - 7. Camping
  - 8. Fire Prevention

- D. OIL DRILLING OR REFINING AND MINING: Oil drilling or refining and mining activities and structures are not permitted on any Lot. Nor shall any oil, natural gas, petroleum, asphalt or other hydrocarbon substances be produced from any well located upon, in or under any Lot. No storage tanks or other tanks for oil, natural gas, or water shall be permitted unless approved by the Board of Directors or except for propane tanks in good repair and appearance.
- E. COMMERCIAL BUSINESS OPERATION: No trade or business or any profession, commercial activity or other activity conducted for gain shall be carried on or within any Lot, except: A home office as defined by the Board may be permitted so long as the operation of the activity is not apparent or detectable by sight, sound or smell, conforms to zoning codes, does not employ more than one person at a time who does not reside on the Lot, does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of the residents of the Properties, does not involve business activity which is inconsistent with the residential character of the Properties, does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of the other resident's Properties, as may be determined at the sole discretion of the Board, and construction activities are permitted so long as no trash, noise or nuisance are introduced.

#### IV. ARCHITECTURAL CONTROL:

The members of the Association Board of Directors (the "Board") shall act as the Subdivision Architectural Control Committee, hereinafter called the "Committee" with the following guidelines and requirements provided:

- A. COMPOSITION: The Board shall appoint a minimum two (2) member committee of Board members with a minimum of two (2) signatures required for approval of any submitted architectural plans. Neither the members of the Committee nor a designated representative shall be entitled to compensation for services performed as a member of said Committee. The Committee shall serve under the Board Rules and Regulations and any person adversely affected by the Committee's decision may appeal to the Board pursuant to Rules and Regulations.
- B. BUILDING PLANS: No single family dwelling or other structure or other improvement shall be erected or altered on any lot within the Subdivision unless the building plans have been approved by the Committee and the Teller County Building Department. Committee approval shall be based upon the plan's compliance with the minimum standards as established herein and the plan's conformity and harmony of external design with

existing structures within the Subdivision and the Board's Rules and Regulation. No carports, lean-tos, shells, tent-like garages, or similar structures will be approved. Maintenance of structures using previously approved colors, material, and size of roofs, decks and fencing do not require approval of the Architectural Committee, however, notification to the Committee and the time schedule for such maintenance is required. Notification may be submitted by mail or e-mail.

- C. COMMITTEE APPROVAL: All building plans for new or altered construction shall be presented to the Committee not less than 45 days prior to start of construction. The Lot Owner shall submit two 8-1/2 x 11 sized copies of the architectural plans to the Committee; one to be retained by the Committee as signed off by members, and one signed Copy returned to Owner denoting approval or disapproval of the plans. Exterior paint or stain and roof color samples are also to be submitted by Lot Owner. The Committee shall approve or disapprove in writing such plans within 30 days of actual receipt. Plans may be mailed by certified mail, return receipt requested to:

Rainbow Valley Architectural Control Committee  
111 Sportsmans Lane  
Divide, CO 80814

or any subsequent address set forth in the Board's Rules and Regulations.

- D. FAILURE OF COMMITTEE TO ACT: If the Committee does not act within 30 days of receipt of submitted plans for construction, approval of such plans is considered granted, and the requirement of this Covenant is satisfied.
- E. INSPECTION OF CONSTRUCTION: The Committee reserves the right to inspect the progress of building construction of said buildings. If deviations from the approved plans are noted during the inspection, the Committee may require submission of amended plans for approval or may require the Owner to correct the unapproved changes to conform to the approved plans. The Committee may require a compliance deposit of the General Contractor prior to commencement of construction.
- F. WATER AND WASTE: No water system shall be constructed or altered in the Subdivision unless approved by the Teller County Building Department. No waste disposal system shall be constructed or altered in the Subdivision unless they are designed by a Certified Colorado Engineer and approved by the Teller County Building Department.
- G. TOXIC AND HAZARDOUS WASTE: To preserve the integrity of the water supply and the health and welfare of the Subdivision, the placing or dumping of any toxic or hazardous substances, including, without limitation, hazardous chemicals, medical wastes, cleaning materials, paint

products and paint containers, gasoline or oil, or any other substance classified as toxic or hazardous by any governmental entity is absolutely prohibited in the Subdivision, whether on the surface or sub-surface or in any body of water flowing through the Subdivision.

H. MINIMUM ARCHITECTURAL REQUIREMENTS:

1. No dwelling shall be constructed within the Subdivision with an area, exclusive of open porches, decks, and garage, less than 1200 square feet and with a potable water cistern no less than 1500 gallons with a 3" fill pipe connected thereto located within 20 feet of an accessible, all-weather road to permit water truck delivery of potable water in an easily accessible and safe manner as approved by the RVWD/RVPOA.
2. Construction and specific design criteria shall comply with the Association's Policies, Rules and Regulations.

V. RULES AND REGULATIONS:

The Board of Directors may adopt Rules and Regulations to implement, define, and set forth the architectural and other provisions of these Covenants. All Lot Owners, residents and users of the Subdivision shall comply with the Rules and Regulations. The Board's decisions under the Covenants and Rules and Regulations shall be final, conclusive, binding, and non-appealable unless made in bad faith and wanton and willful.

VI. NONLIABILITY AND INDEMNITY:

Each Officer, Director, Committee, and Volunteer of the Association, now or hereafter serving in any such capacity, shall be indemnified by the Association against any and all claims and liabilities to which he or she has or shall become subject by reason of serving or having served in any capacity or by reason of any action alleged to have been taken, omitted or neglected by him or her in any such capacity, to the fullest extent allowable by law and statute, including without limitation, Colorado Revised Nonprofit Corporation Act and C.R.S. 7-22-101.5. The right of indemnification herein provided shall not be exclusive of any rights to which any Director, Officer, Committee and Volunteer of the Association, may be otherwise entitled by law or statute, provided however, this indemnification shall not reduce or impair any insurance coverage. No Director, Officer, Committee member or Volunteer shall be personally liable for the Association, its Members or any other person, except as otherwise provided by the Colorado Revised Nonprofit Corporation Act.

VII. ENFORCEMENT OF COVENANTS:

The Owners of record of lots within the Subdivision and the Association Board of Directors are hereby designated as the only legal entities to enforce the above duly recorded Amended Protective Covenants of Rainbow Valley Subdivision, units 1-10 inclusive, Teller County, State of Colorado. The restrictions and protective covenants set forth herein are accepted by every Owner, grantee, purchaser, renter and user of Lots within the Subdivision, and they agree to conform to and observe these Covenants.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally as provided under Colorado law for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage, or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof.

Failure to conform to these Covenants, Bylaws, Articles and Policies, Rules and Regulations wherein remedies are not achieved, may result in fines, fees, and/or liens against property, including but not limited to the provisions of the Colorado Common Interest Ownership Act (the "CCIOA") C.R.S. Title 38, Article 33.3-123, 33.3-209.5 and in accordance with the Association's Policies, Rules and Regulations.

#### VIII. EXPANSION OF COMMON PROPERTY:

The Board may, at its discretion, add to, dispose of, increase or expand the Association's ownership in common property for the use and enjoyment of its members and allocate reserve funds as required for such expansion and for upkeep or repairs to such property.

- A. The Board of Directors are empowered to purchase, lease or otherwise acquire for the Association to own, use, enjoy, mortgage, pledge, sell and otherwise dispose of, and generally deal with any personal, real and mixed property of every kind and description in any of the states or territories of the United States or foreign country.
- B. A reserve study shall be completed to assess total costs associated with any capital investment for expansion of common property as to the Association's financial strength to fund such expansion and expenses to maintain such expansion prior to execution of such expansion.
- C. Funding for acquisition of property, real or personal, shall come from planned expenditures of Reserve Funds of the Association.

- D. In the event acquisition of real property is derived from existing property being assessed, consideration shall be taken as to reallocation of assessments to each lot within the Subdivision as appropriate to provide continued maintenance of said acquisition.

#### IX. ASSESSMENTS, FINES AND RECOVERY OF EXPENSE:

The Association's Board of Directors may set reasonable assessments as a prerequisite for membership in the Association and such assessments shall be determined and enforced in accordance with the provisions of the Colorado Statute CCIOA Title 38 including but not limited to C.R.S 38-33.3-303(4), 33.3-123, 33.3-315 and 33.3-316. Any assessment that is not paid within thirty (30) days after the due date shall bear interest from the date of delinquency, and the Association may impose an administration fee, which both will be set forth in the Association's Policies, Rules and Regulations.

#### X. AMENDMENTS:

Except where a higher vote is required by the CCIOA, in which case such higher vote shall be necessary to amend such provision, the covenants may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Lot Owners holding more than fifty percent (50%) of the total Association vote.

Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Real Property Records of Teller County, Colorado.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend the Covenants to correct any scrivener's errors, or to comply with any mandatory state, city or Federal Law.

Any action to challenge the validity of an amendment adopted under this Article must be brought within one year of the effective date of such amendment.

Invalidation of any provision of these Covenants by judgment or court order shall not affect the remaining provisions of these Covenants, which shall remain in full force and effect.

XI. DURATION OF COVENANTS:

These Covenants shall run with the land and shall bind all persons owning or claiming any interest in the Rainbow Valley Subdivision for twenty (20) year periods from the date of the recording of this Amended and Restated Declaration of Covenants and shall be automatically extended for successive twenty (20) year periods, provided however, these Covenants may be amended in whole or in part at any time in accordance with the Amendment section of this document.

XII. APPROVAL OF COVENANTS:

These Covenants were amended by greater than sixty-seven percent (67%) of the total allocated votes of the Association membership present plus proxy on \_\_\_\_\_, 2018. The undersigned officers of the Association execute and certify that this Amended Covenants has received its approval as required by Section X of this document.

Rainbow Valley Property Owners  
Association, Inc., a Colorado Non-Profit

By:

Attested by:

\_\_\_\_\_  
Rick Ritchie, President

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Linda Yates, Secretary