

Castle Mt. Irrigation, Road and Recreation Association  
P.O. Box 179  
Gunnison, CO 81230

October 18, 2019

***RE: Reorganization of Castle Mt. Irrigation, Road and Recreation Association  
("CMIRRA")***

Dear CMIRRA Member:

I am writing to you on behalf of the Board of Directors of CMIRRA, your homeowners association, to request that you return your ballot, which is enclosed, on this very important matter. **YOUR VOTE IS ESSENTIAL!** For your consideration is a resolution of the Board of Directors authorizing the reorganization of CMIRRA contingent on receiving member approval as explained in the ballot. A copy of this resolution is enclosed. You will quickly see that this is a very complicated document.

Many of you will likely wonder why this reorganization is necessary. Changes to Colorado law have made CMIRRA impracticable if not impossible to manage in accordance with the law. Equally importantly, the governance of CMIRRA, which is at a board level and at a subdivision level by committee, is redundant and unduly expensive. The most important function of CMIRRA to all the subdivisions is protecting access rights to the U.S. National Forest located in Wilderness Streams Filing No. 2, preserving fishing rights, and protecting water rights. CMIRRA does not do any of these well because of its current governance structure. For example, the access and fishing rights are not codified in any enforceable document that cannot be changed without member approval. The water rights in each subdivision are managed by CMIRRA instead of the subdivisions where they are used. As currently formed, CMIRRA cannot effectively accomplish these important goals.

The proposal would create new associations, conveying to them the water, roads and open space in their subdivisions, and subjecting the new associations to an easement that codifies the access and fishing rights. This proposal:

1. First and foremost protects through a recorded easement agreement each owner's right to use the U.S. National Forest access in Wilderness Streams Filing No. 2.
2. Protects fishing and access rights in the subdivisions by creating a new HOA for each subdivision that will be run by the owners in each respective subdivision.
3. Conveys the water rights in each subdivision to the respective HOA for that subdivision so that the water rights can be protected and preserved by the people that use and rely upon them.
4. Eliminates the double bureaucracy of having committee led subdivisions that then have to meet with CMIRRA to enter contracts and otherwise receive approval from the other subdivisions.

5. Improves legal compliance with Colorado law and reduces liability by ensuring that no subdivision is liable for the debts, liabilities and other issues in any other subdivision.

There are many other reasons why this restructuring was approved by the Board of Directors, but in the interest of brevity, I will not elaborate them all. Our hope and expectation is that this restructuring should allow the subdivisions, should they desire, to ultimately avoid a substantial portion of the expense that is included in current dues.

If you would like to discuss the restructuring, please contact your SAC members, who should also be following up with you on this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'BRAD BURTON', with a long horizontal flourish extending to the right.

Brad Burton, President

Castle Mt. Irrigation, Road and Recreation  
Association

**CASTLE MT. IRRIGATION, ROAD AND RECREATION ASSOCIATION  
WRITTEN BALLOT**

Castle Mt. Irrigation, Road and Recreation Association (“CMIRRA”) is the homeowners association for Ohio Meadows subdivision (“OM”), Gunnison River subdivision (“GR”), Wilderness Streams Filing No. 1 subdivision (“WS 1”) and Wilderness Streams Filing No. 2 subdivision (“WS 2”). As explained in the cover letter to this ballot, CMIRRA is asking the membership to vote on the amendment of all covenants for all subdivisions and for the reorganization of CMIRRA into separate homeowners associations for each subdivision in an effort to streamline governance, reduce costs, improve legal compliance, and protect into perpetuity U.S.F.S. access rights and fishing rights. Enclosed with this ballot is a copy of a resolution by CMIRRA authorizing this matter to be presented to the membership for a vote. The resolution under discussion is the Resolution and Agreement for Amendment of Castle Mt. Irrigation, Road, and Recreation Association dated October 11, 2019 (the “Resolution”).

The deadline to vote is January 31, 2020. Your ballot must be received by CMIRRA on or before January 31, 2020. Executed ballots may be mailed to O’Hayre Dawson, PLLC, P.O. Box 179, Gunnison, CO 81230 or they may be signed, scanned and emailed to [mdawson@guclaw.com](mailto:mdawson@guclaw.com).

There are a total of 265 lots in CMIRRA. Each lot is entitled to one vote. A typical vote requires one-third of the members of the subdivision or 80 people to be present in person or by proxy to take action and at least 10 percent of the members from each of the four subdivisions. A majority of the quorum would be an action of the members. **However, the Colorado Common Interest Ownership Act requires that this matter be approved by at least 67% of the members of CMIRRA, which is 178 affirmative votes, in order to pass.**

1. The proposal is to approve the Resolution and thereby authorize the reorganization of CMIRRA as set forth therein. Please indicate your vote:

**FOR APPROVAL OF THE RESOLUTION:** \_\_\_\_\_

**AGAINST APPROVAL OF THE RESOLUTION:** \_\_\_\_\_

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners\*: \_\_\_\_\_

Signature(s) of Owners: \_\_\_\_\_

Lot No(s): \_\_\_\_\_ Subdivision: \_\_\_\_\_

Date: \_\_\_\_\_

\*If the lot is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

**RESOLUTION AND AGREEMENT FOR AMENDMENT OF  
CASTLE MT. IRRIGATION, ROAD AND RECREATION ASSOCIATION**

This Resolution and Agreement for Amendment of Castle Mt. Irrigation, Road and Recreation Association (this “Resolution”) is adopted this 11th day of October, 2019 by the Board of Directors of Castle Mt. Irrigation, Road and Recreation Association (“CMIRRA”) in order to create the Ohio Meadows Homeowners Association, Inc. (“OM HOA”), the Gunnison River Homeowners Association, Inc. (“GR HOA”), the Wilderness Streams One Homeowners Association, Inc. (“WS1 HOA”), and the Wilderness Streams Two Homeowners Association, Inc. (“WS2 HOA”).

**I. Recitals**

1. The Articles of Incorporation and Bylaws of Castle Mountain Irrigation, Road and Recreation Association provide that the Ohio Meadows filings, Gunnison River filings, and Wilderness Streams filings are all subdivisions governed by CMIRRA. Each subdivision is represented by its own subdivision administrative committee, which is a committee of the board of directors of CMIRRA. As these are just committees, they have no authority other than what is provided to them by CMIRRA.
2. Each subdivision enjoys rights and privileges, such as fishing and access to open areas, in other subdivisions, and public lands, which is important to maintain and preserve into perpetuity.
3. Nevertheless, each subdivision engages in its own unique activities and the administration of each subdivision by committee without independent autonomy is often unduly cumbersome and increasingly difficult to manage under the Colorado Common Interest Ownership Act (“CCIOA”).
4. For these and other reasons, CMIRRA desires to relinquish certain ownership and control in favor of new, independent homeowners associations formed for the subdivisions all as more fully set forth herein.

**II. Resolution**

NOW THEREFORE, CMIRRA resolves as follows:

1. *Definitions.* The definitions set forth on **Exhibit A** are incorporated herein by this reference. Capitalized terms used in this Resolution that are not otherwise defined in this Resolution shall have the meaning set forth on **Exhibit A**.
2. *Approval.* Notwithstanding any other provision of this Resolution, this Resolution shall be contingent upon receipt of the required approval of 67% of the members of CMIRRA in accordance with C.R.S. § 38-33.3-217(1) for amendment of covenants (“Approval”). CMIRRA shall submit this matter to its members for approval by written

ballot and to provide members with the maximum time allowed by law for approval of ballot measures. This Resolution, including the approval for the conveyances, shall be void unless Approval is received on or before January 31, 2020.

3. *Formation of New Associations.* Articles of Incorporation were filed on October 7, 2019 with the Colorado Secretary of State creating OM HOA, GR HOA, WS2 HOA, and WS1 HOA. These Articles of Incorporation were filed at direction of CMIRRA, whose Board of Directors shall be the Board of Directors of these New Associations until Approval at which time CMIRRA shall no longer be the owner of the New Associations and the then acting members of the SAC for the respective subdivision shall be the Board of Directors for the New Association. The Articles of Incorporation reflect that:
  - a. OM HOA is a homeowners association formed to govern the OM Filings and that the members of the OM HOA are the owners of the lots in OM Filings.
  - b. GR HOA is a homeowners association formed to govern the GR Filings and that the members of the GR HOA are the owners of the lots in GR Filings.
  - c. WS1 HOA is a homeowners association formed to govern the WS1 Filing and the members of the WS1 HOA are the owners of the lots in the WS1 Filing.
  - d. WS2 HOA is a homeowners association formed to govern the WS2 Filing and the members of the WS2 HOA are the owners of the lots in the WS2 Filing.

Upon Approval, OM HOA GR HOA, WS1 HOA, and WS2 HOA shall adopt bylaws for their respective subdivision in the form attached hereto as **Exhibit B**.

4. *Conveyance and Easement.* Upon Approval, CMIRRA shall execute the statement of authority attached hereto as **Exhibit C** and the deeds attached hereto as **Exhibit D**, which transfers the CMIRRA owned property in the OM Filings to OM HOA, **Exhibit E**, which transfers the CMIRRA owned property in the GR Filings to GR HOA, **Exhibit F**, which transfers the CMIRRA owned property in the WS1 Filing to WS1 HOA, and **Exhibit G**, which transfers the CMIRRA owned property in the WS2 Filing to WS2 HOA. All of these conveyances shall be subject to the Grant of Easement and Easement Agreement attached hereto as **Exhibit H**, which shall be executed upon Approval. CMIRRA shall record the executed **Exhibits C** through **H** in the real property records of Gunnison County, Colorado and shall ensure that they are properly recorded so as to ensure into perpetuity the Easement and Easement Agreement.
5. *Dissolution of CMIRRA.* Upon Approval and following the full performance of this Resolution, CMIRRA shall take no further action except as may be required to further comply with this Resolution and file any final tax returns. Thereafter, CMIRRA shall act solely as required by this Resolution unless otherwise dissolved. Upon Approval, this Resolution shall constitute an amendment to the bylaws and articles of CMIRRA and no actions may be taken inconsistent with this Resolution.
6. *Amended Covenants.* Upon Approval:

- a. CMIRRA and OM HOA shall execute and record the covenant amendment for the OM Filings attached hereto as **Exhibit I**, which shall replace CMIRRA with OM HOA and reduce the required voting percentage for future covenant amendments to a simple majority of the owners in the OM Filings.
  - b. CMIRRA and GR HOA shall execute and record the covenant amendment for the GR Filings attached hereto as **Exhibit J**, which shall replace CMIRRA with GR HOA and reduce the required voting percentage for future covenant amendments to a simple majority of the owners in the GR Filings.
  - c. CMIRRA and WS1 HOA shall execute and record the covenant amendment for the WS1 Filing attached hereto as **Exhibit K**, which shall replace CMIRRA with WS1 HOA and reduce the required voting percentage for future covenant amendments to a simple majority of the owners in the WS1 Filing.
  - d. CMIRRA and WS2 HOA shall execute and record the covenant amendment for the WS2 Filing attached hereto as **Exhibit L**, which shall replace CMIRRA with WS2 HOA and leave the required voting percentage for future covenant amendments at 60% of the owners in the WS2 Filing.
7. Payment of Funds. Upon Approval, all monies currently held in any account of CMIRRA after payment of any final administrative expenses and tax returns, shall be distributed to the New Associations as follows:
- a. All monies currently held in reserve by or on behalf of any subdivision shall be distributed to the New Association for that subdivision. For example, all funds held for WS2 Filing subdivision, shall be distributed to WS2 HOA.
  - b. The remainder of all other monies shall be distributed to the New Associations pro-rata based upon the number of lots in each New Association.
8. Recordation. Upon Approval, this Resolution shall be recorded in the real property records of Gunnison County, Colorado together with all signed approvals of the members of CMIRRA.

This Resolution was adopted this 1<sup>st</sup> day of October, 2019 by the Board of Directors of CMIRRA at a duly called and noticed meeting of the Board of Directors and further approved on October 13, 2019 in accordance with CMIRRA's articles of incorporation and bylaws and all applicable law. This Resolution passed unanimously.

  
\_\_\_\_\_  
President

CERTIFICATE

The undersigned hereby certifies that he is the secretary of Castle Mt. Irrigation, Road and Recreation Association, a nonprofit corporation organized and existing under the laws of the state of Colorado; that the foregoing is a true and correct copy of the Resolution duly adopted by email on October 13, 2019 and at the meeting of the Board of Directors of said corporation held on the 1<sup>st</sup> day of October, at which meeting a quorum was present and acting; that the passage of said Resolution was in all respects legal; and that said Resolution is in full force and effect. The undersigned also certifies as of the recordation hereof that all required approvals were properly received from the members of the association and are recorded herewith.

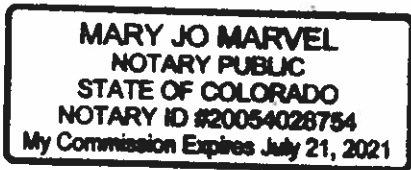
Dated this 18 day of Oct, 2019.

[Signature]  
Secretary

STATE OF Colorado )  
 ) ss.  
COUNTY OF Counison )

The foregoing instrument was acknowledged before me this 18 day of October, 2019, by Brad Burton as President of Castle Mt. Irrigation, Road and Recreation Association. Witness my hand and official seal.

My commission expires: 7-21-2021.



[Signature]  
Notary Public

IN CONSIDERATION FOR THE FOREGOING TRANSFERS AND CONVEYANCES, EACH NEW ASSOCIATION DOES HEREBY AGREE TO ACCEPT SUCH PROPERTY AND COMPLY WITH ALL PROVISIONS OF THIS RESOLUTION, INCLUDING THE EXHIBITS HERETO.

Ohio Meadows Homeowners Association, Inc.

By: [Signature]  
Brad Burton, President

STATE OF Colorado )

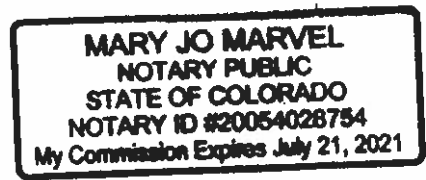
COUNTY OF Gunnison ) ss.  
)

The foregoing was acknowledged before me this 18 day of October, 2019, by Brad Burton as President of Ohio Meadows Homeowners Association, Inc.

Witness my hand and official seal.  
My commission expires: 7-21-2021.

Mary Jo Marvel  
Notary Public

Gunnison River Homeowners Association, Inc.



By: [Signature]  
Brad Burton, President

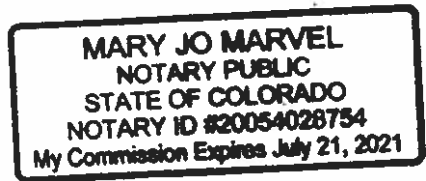
STATE OF Colorado )  
) ss.  
COUNTY OF Gunnison )

The foregoing was acknowledged before me this 18 day of October, 2019, by Brad Burton as President of Gunnison River Homeowners Association, Inc.

Witness my hand and official seal.  
My commission expires: 7-21-2021.

Mary Jo Marvel  
Notary Public

Wilderness Streams One Homeowners Association, Inc.



By: [Signature]  
Brad Burton, President

STATE OF Colorado )  
) ss.  
COUNTY OF Gunnison )



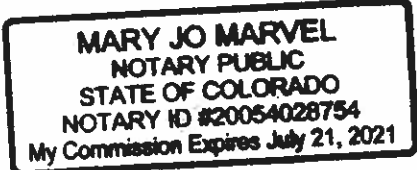
The foregoing was acknowledged before me this 18 day of October, 2019, by Brad Burton as President of Wilderness Streams One Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires: 7-21-2021.

Mary Jo Marvel  
Notary Public

Wilderness Streams Two Homeowners Association, Inc.



By: Brad Burton  
Brad Burton, President

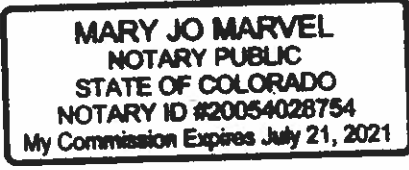
STATE OF Colorado )  
  ) ss.  
COUNTY OF Gunnison )

The foregoing was acknowledged before me this 18 day of October, 2019, by Brad Burton as President of Wilderness Streams Two Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires: 7-21-2021.

Mary Jo Marvel  
Notary Public



**EXHIBIT A**  
**DEFINITIONS**

1. “GR Filings” shall mean the subdivision and all real property shown on the plat for Gunnison River Filing Number 1 recorded May 6, 1970 at Reception No. 280165<sup>1</sup> (together with any amendments, additions, and subdivisions of the same, the “GR 1 Plat”), the plat for Gunnison River Filing No. 2 recorded May 21, 1971 at Reception No. 284266 (together with any amendments, additions, and subdivisions of the same, the “GR 2 Plat”), but not the plat for Gunnison River Filing No. 3 recorded June 16, 1981 at Reception No. 359824 (together with any amendments, additions, and subdivisions of the same, “GR 3 Plat”) as it is not a part of the subdivision.
2. “GR Covenants” shall mean the Protective Covenants of Castle Mountain Co Gunnison River Filings recorded June 18, 1970 at Reception No. 280168 as amended (the “GR Covenants”) and the Declaration of Protective Covenants Gunnison River Filing No. 3 recorded on June 23, 1981 at Reception No. 359826 as amended (the “GR 3 Covenants”).
3. “OM Filings” shall mean the subdivision and all real property shown on the plat of Ohio Meadows Filing No. 1 recorded November 2, 1970 at Reception No. 282025 (together with any amendments, additions, and subdivisions of the same, the “OM 1 Plat”), the Ohio Meadows Filing No. 2 plat recorded October 5, 1971 at Reception No. 286212 (together with any amendments, additions, and subdivisions of the same, the “OM 2 Plat”), the Ohio Meadows Filing No. 3 plat recorded July 7, 1972 at Reception No. 289612 (together with any amendments, additions, and subdivisions of the same, the “OM 3 Plat”), and the plat of Ohio Meadows Filing Number 4 recorded January 12, 1977 at Reception Number 314888 (together with any amendments, additions, and subdivisions of the same, the “OM 4 Plat”).
4. “OM Covenants” shall mean the Protective Covenants Castle Mountain Co. Ohio Meadows Subdivisions was recorded November 19, 1970 at Reception No. 282207 as amended (the “OM Covenants”).
5. “WS Filings” shall mean the subdivision and all real property shown on the plat of Wilderness Streams Filing No. 1 recorded on September 7, 1971 at Reception No. 285761 (together with any amendments, additions, and subdivisions of the same, the “WS1 Plat”), which created “WS1 Filing”, and the plat of Wilderness Streams Filing No. 2 recorded on October 20, 1972 at Reception No. 291161 (together with any amendments, additions, and subdivisions of the same, the “WS2 Plat”), which created “WS2 Filing”.

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<sup>1</sup> All references to recording information are to the real property records of Gunnison County, Colorado.

6. "WS Covenants" shall mean Protective Covenants Castle Mountain Company Wilderness Streams Filings recorded at Reception No. 286761 as amended (the "WS1 Covenants") and the Protective Covenants Castle Mountain Company Wilderness Streams Filing No. 2 recorded at Reception No. 291161 as amended (the "WS2 Covenants").
7. "New Associations" shall mean OM HOA, GR HOA, WS1 HOA, and WS2 HOA and, individually, they may be referred to as a "New Association".

EXHIBIT B

**BYLAWS**

**OF**

\_\_\_\_\_ **ASSOCIATION, INC.**

**ARTICLE I  
GENERAL**

**1.1 PURPOSE OF BYLAWS**

These Bylaws of the \_\_\_\_\_ Association, Inc. (these “Bylaws”) are adopted for the regulation and management of the affairs of the \_\_\_\_\_ Association, Inc. (the “Association”). The Association is organized as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-121-101 et seq. (the “Nonprofit Act”), in conformance with the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq. (“CCIOA”), and is the Association under the Declaration of Protective Covenants for the \_\_\_\_\_ subdivision, as amended (the “Declaration”). The Declaration relates to the real property in the County of Gunnison, Colorado (the “Property”).

**1.2 TERMS DEFINED IN DECLARATION**

Initially capitalized terms used but not defined in these Bylaws are defined in the Declaration and have the same definition as in the Declaration.

**1.3 CONTROLLING LAWS AND INSTRUMENTS**

These Bylaws are controlled by and shall always be consistent with the provisions of the Nonprofit Act, CCIOA, the Declaration and the Articles of Incorporation of the Association filed with the Secretary of State of Colorado (the “Articles”), as any of them are amended from

time to time. The Declaration, the Articles, these Bylaws and the Association’s Rules and Regulations, as any of them may be amended from time to time, together with all exhibits or attachments to any of them, are herein collectively referred to as the “Governing Documents.”

**ARTICLE II  
OFFICES**

**2.1 PRINCIPAL OFFICE**

The Board, in its discretion, may fix and change the location of the principal office of the Association from time to time.

**2.2 REGISTERED AGENT AND OFFICE**

The Board may change the Association’s initial registered office and initial registered agent specified in the Articles at any time by filing a statement as specified by law in the Office of the Secretary of State of Colorado. At all times, the street addresses of the Association’s registered office and the business office of the Association’s registered agent shall be identical.

**ARTICLE III  
MEMBERS AND VOTING  
RIGHTS**

**3.1 GENERAL**

Each Owner of a site, tract, lot, or other parcel within the Property (a “Lot”) is a member of the Association (a “Member”). An Owner’s membership in the Association is hereinafter

referred to as a “Membership.” Each Membership is appurtenant to the fee simple title to a Lot. The Owner of fee simple title to a Lot is automatically the holder of the Membership appurtenant to the Lot, and the Membership automatically passes with fee simple title to the Lot.

The Association itself shall have no vote for any Lot it owns.

### 3.2 VOTES

In all matters coming before the Association for which a vote of the Members is required each Lot is allocated one vote in the Association.

### 3.3 AUTHORIZED REPRESENTATIVE

Any Owner that is not a natural person (i.e., an estate or a trust, corporation, partnership, limited liability company or other entity) shall appoint a natural person as such Owner’s attorney-in-fact and authorized representative (an “Authorized Representative”) and may vote only through its Authorized Representative or by proxy. Any Owner who is a natural person may also appoint a proxy to vote on behalf of the Owner or Authorized Representative.

Any Owner who is required or elects to appoint an Authorized Representative will notify the Association of its Authorized Representative or any subsequent replacement for its Authorized Representative in accordance with CCIOA. The notice will (i) be signed by all Persons constituting the Owner, (ii) be dated, (iii) state its duration, to the maximum allowed by applicable law, and (iv) specify whether the Authorized Agent is empowered to vote on

behalf of the Owner. If the document appointing the Authorized Agent specifies that the agent will be empowered to vote on behalf of the Owner, the notice will have the effect of a proxy given by all persons and entities constituting that Owner to the Authorized Representative named in the notice for all purposes under the Community Instruments, CCIOA and the Nonprofit Act, except that the duration of the notice will be perpetual or as stated therein, to the maximum duration allowed by law. The appointment of an Authorized Representative is binding upon all Persons comprising the appointing Owner and the vote of the Authorized Representative is conclusive as to the Association, unless and until the Association receives (A) a notice appointing a replacement Authorized Representative or (B) a notice terminating the appointment of the Authorized Representative. Upon receiving any notice appointing an Authorized Representative, the Association may request additional evidence of authority that it reasonably deems necessary to verify the due appointment of the named Authorized Representative, but is under no obligation to make such investigation.

Unless the context clearly indicates otherwise, the term “Member” as used in these Bylaws means a Member or its Authorized Representative.

### 3.4 RESIGNATION OF MEMBERS

No Member may resign from the Association. An Owner’s Membership in the Association shall terminate only upon the conveyance by such Member of all of such Member’s ownership interests in any and all Lots.

### **3.5 MEMBERSHIP TERMINATION; MEMBER SANCTIONS**

No Member may be expelled from the Association and no Member's Membership may be terminated as long as such Member is an Owner. Notwithstanding the foregoing, if any Member fails to comply with any provision of the Governing Documents, the Association may impose such enforcement sanctions as are provided for in the Declaration. Without limiting the foregoing, the voting rights of any Member that is delinquent in the payment of assessments shall be suspended until the delinquency is cured.

### **3.6 PURCHASE OF MEMBERSHIPS BY ASSOCIATION**

The Association shall not purchase the Membership of any Member. The Association shall only be a Member, and shall only have such rights as are attendant to Membership, to the extent that it is also an Owner.

### **3.7 RESOLUTION OF VOTING DISPUTES**

In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of the Members, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with the Colorado Uniform Arbitration Act of 1975, as the same may be amended. No dispute as to the entitlement of any Member to vote shall postpone or delay any vote for which a meeting

of the Members has been duly called pursuant to the provisions of these Bylaws if a quorum is present at such meeting.

### **3.8 TRANSFER OF MEMBERSHIPS ON ASSOCIATION BOOKS**

Transfers of Memberships shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Board, of the transfer of ownership of the Lot to which the Membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous owner of the Membership as being entitled to all rights in connection with the Membership.

## **ARTICLE IV MEETINGS OF MEMBERS**

### **4.1 PLACE OF MEMBERS' MEETINGS**

Meetings of the Members shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Board and specified in the notice of the meeting.

### **4.2 ANNUAL MEETING OF MEMBERS**

Annual meetings of the Members shall be held on such date fixed by the Board at such time of day as is fixed by the Board and specified in the notice of meeting. The annual meetings shall be held to transact such business that properly comes before each such meeting.

#### **4.3 SPECIAL MEETINGS OF MEMBERS**

Special meetings of the Members may be called by the Board, the President of the Association, or by the Members holding not less than 20% of the total votes in the Association. No business shall be transacted at a special meeting of the Members except as indicated in the notice thereof.

#### **4.4 RECORD DATE**

For the purpose of determining the Members entitled to notice of, or to vote at, any meeting of the Members, or for the purpose of determining such Members for any other proper purpose, the Board of the Association may fix in advance a future date as the record date for any determination of the Members. The record date may not be more than 70 days prior to the meeting of the Members or the event requiring a determination of the Members.

#### **4.5 NOTICE OF MEMBERS' MEETINGS**

Written notice of any meeting of the Members will be delivered a sufficient number of days in advance to comply with Colorado law, and the manner of such delivery shall comply with Colorado law. In the absence of any provision of Colorado law requiring a longer period of notice, notice shall be given thirty calendar days in advance of such meeting. In the absence of any provision to the contrary in Colorado law, notice shall be given personally, by first class or registered mail to each Member entitled to vote at the meeting, or by email. The notice of any meeting will state the time and place of the meeting and the items on the agenda, including

the general nature of any proposed amendment to the Declaration or Bylaws, whether a budget will be considered and any proposal to remove a member of the Board. If mailed, the notice will be deemed to be delivered five business days after it is deposited in the United States mail, first-class postage prepaid, addressed to the Member at the mailing address for the Member appearing in the Association's records. If emailed, the notice will be deemed to be delivered two business days after such email is sent. If a Member provides an email address to the Association, it is the obligation of the Member to notify the Association of any change of email address. The Association is entitled to use and rely upon the most recent email address in its records for an Owner unless notified in writing that the email address is no longer effective.

#### **4.6 PROXIES**

In addition to the appointment of an Authorized Representative pursuant to Section 3.3 of these Bylaws, a Member (including an Authorized Representative) that is entitled to vote may vote in person or by proxy if the proxy is executed in writing by the Member and delivered to the secretary of the meeting prior to the time the proxy is exercised. A Member may appoint a proxy by signing an appointment form, either personally or by the Member's attorney-in-fact, or by transmitting or authorizing the transmission of an electronic transmission providing a written statement of the appointment to the proxy or other person duly authorized by the proxy to receive appointments as agent for the proxy or to the Association, except that the transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the Member transmitted



or authorized the transmission of the appointment.

A proxy may be revoked by a written revocation filed with the chairman of the meeting prior to the time the proxy is exercised or by voting in person. A proxy automatically ceases upon a change in the ownership of the Membership on the Association's books. No proxy is valid after 11 months from the date of its execution unless otherwise provided in the proxy appointment form and permitted by law. Any form of proxy or written ballot furnished or solicited by the Association will afford an opportunity for the Members to specify on the form a choice between approval and disapproval of each matter or group of related matters which is known, at the time the form of proxy or written ballot is prepared, may come before the meeting and will provide, subject to reasonably specified conditions, that if a Member specifies a choice with respect to any matter, the vote will be cast in accordance with the Member's choice.

#### **4.7 QUORUM AT MEMBERS' MEETING**

Except as may be otherwise provided in the Declaration, the Articles of Incorporation or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the presence, in person or by proxy, of Members entitled to cast at least 20% of the votes in the Association shall constitute a quorum at any meeting of such Members. The Members present in person or by proxy at a duly organized meeting may continue to transact business until adjournment, notwithstanding that some of the Members withdraw from the meeting, leaving less than a quorum.

#### **4.8 ADJOURNMENTS OF MEMBERS' MEETINGS**

Members present in person or by proxy at any meeting may adjourn the meeting from time to time, whether or not a quorum is present in person or by proxy, without notice other than announcement at the meeting for a total period or periods not exceeding 60 days after the date set for the original meeting. At any adjourned meeting held without notice other than announcement at the meeting, the quorum requirement may not be reduced or changed, but if the originally required quorum is present in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally called. Notwithstanding the foregoing, if the adjourned meeting is set for a date that is more than 70 days after the record date initially fixed for the meeting pursuant to Section 4.4 of these Bylaws, then notice of the adjourned meeting (pursuant to Section 4.5 of these Bylaws) must be given to the Members of record as of the new record date fixed for such adjourned meeting pursuant to Section 4.4 of these Bylaws.

#### **4.9 VOTE REQUIRED AT MEMBERS MEETING**

At any meeting of the Members called and held in accordance with these Bylaws, if a quorum is present, the affirmative vote of Members entitled to cast a majority (i.e., more than 50%) of the votes, present and voting either in person or by proxy, which may be cast on a matter are necessary to adopt the matter, unless a different percentage is required by law or by the Governing Documents, in which case the different requirement shall control. There shall

be no cumulative voting for Directors or for any other action considered by the Members.

#### **4.10 OFFICERS OF MEETINGS**

At any meeting of the Members, the President of the Association shall act as chairman, and the Secretary of the Association shall act as secretary of the meeting unless the President designates another person to act as secretary of the meeting.

#### **4.11 EXPENSES OF MEETINGS**

The Association shall bear the expenses of all meetings of the Members incurred by the Association in facilitating, including noticing, the meeting.

#### **4.12 WAIVER OF NOTICE**

A waiver of notice of any meeting of the Members, signed by a Member, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Member. Attendance of a Member at a meeting, either in person or by proxy, shall constitute waiver of notice of such meeting except when the Member attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

#### **4.13 ACTION OF MEMBERS WITHOUT A MEETING**

Any action required to be taken or which may be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth the action taken is signed by the requisite number of Members required to take such action at a meeting at which 100% of the Members

attend. In order for any action taken without a meeting to be effective, the written consent of such Members must be received by the Association within 90 days after the earliest date upon which the Association received any such written consent. Action taken without a meeting shall be effective when the last written consent necessary to effect the action is received by the Association (the "Effective Date"), unless the written consents set forth a different Effective Date. The record date for determining Members entitled to take action without a meeting or to receive notice of such action shall be the date that the first written consent concerning the action is received by the Association.

#### **4.14 ACTION OF MEMBERS BY MAIL BALLOT**

Any action required to be taken or which may be taken at a meeting of the Members may be taken by mail ballot without a meeting to the extent permitted by Section 7-127-109 of the Nonprofit Act. In order for an action taken by mail ballot to be effective: (i) the Association must have delivered a written ballot to every Member entitled to vote on the subject matter of the action, (ii) the number of votes cast by ballot must have satisfied the quorum requirement set forth in Section 4.7 of these Bylaws, (iii) the number of approvals must have satisfied the affirmative vote requirement set forth in Section 4.9 of these Bylaws, and (iv) all ballots and ballot solicitations must have satisfied the specific requirements therefor as set forth in Section 7-127-109 of the Nonprofit Act.

#### **4.15 LIST OF MEMBERS FOR MEETING AND ACTION BY MAIL BALLOT**

After fixing a record date for notice of a meeting pursuant to Section 4.4 of these Bylaws or for determining the Members entitled to take action by mail ballot pursuant to Section 4.14 of these Bylaws, the Association shall prepare an alphabetical list of the names, addresses, and votes in the Association of all Members entitled to notice of, and to vote at, the meeting or to take such action by written ballot. The list shall be made available for inspection by the Members in accordance with the specific requirements set forth in Section 7-127-201 of the Nonprofit Act. Failure by the Association to prepare or make available the list of Members will not affect the validity of action taken at the meeting or by means of such written ballot.

#### **4.16 MEETINGS BY TELECOMMUNICATIONS**

Any or all of the Members may participate in an annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

### **ARTICLE V BOARD OF DIRECTORS**

#### **5.1 GENERAL POWERS AND DUTIES OF BOARD**

The Board has the duty to manage and supervise the affairs of the Association and has all powers necessary or desirable to permit it to do so. Without limiting the generality of the previous sentence, the Board has the power to exercise or

cause to be exercised for the Association, all of the powers, rights and authority of the Association not reserved to the Owners in the Governing Documents, the Nonprofit Act, or CCIOA. The Board may delegate any portion of its authority to an officer or manager of the Association.

#### **5.2 SPECIAL POWERS AND DUTIES OF BOARD**

Without limiting the general powers and duties set forth in Section 5.1 of these Bylaws, the Board has all the powers and duties set forth for it in the Declaration, including, without limitation, the specific powers and duties set forth in the Declaration.

#### **5.3 QUALIFICATIONS OF DIRECTORS**

Each Director shall be a natural person who is at least 18 years of age. A Director may be reelected, and there shall be no limit on the number of terms a Director may serve on the Board. Each Director shall be required to be an Owner, the Authorized Representative of an Owner, or an officer, director, member, trustee or partner of an Owner.

#### **5.4 GENERAL STANDARDS OF CONDUCT FOR BOARD MEMBERS AND OFFICERS**

To the extent not otherwise inconsistent with Colorado law, any Director and officer, in connection with the authority and powers granted to the Board and such officer by the Governing Documents or by any applicable law, including but not limited to, management,

personnel, maintenance and operations, interpretation and enforcement of the Governing Documents, the development of rules and restrictions, insurance, contracts and finance, shall act in good faith, with such care as an ordinarily prudent person in a like position would use under similar circumstances, and in a manner that such Director or officer believes is in the best interests of the Association. In discharging his or her duties, a Director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: (i) one or more officers or employees of the Association whom the Director or officer believes to be reliable and competent in the matters presented; or (ii) legal counsel, public accountants or other persons as to matters which the Director or officer believes to be within such person's professional or expert competence, so long as, in any such case, the Director or officer acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted. In addition to the limitations on liability set forth in Section 5.12 of these Bylaws, a Director or officer shall not be liable as such to the Association for any act or omission if, in connection with such act or omission, the Director or officer performed the duties of his or her position in compliance with this Section 5.4. A Director or officer shall not be deemed to be a trustee with respect to the Association or with respect to any property held or administered by the Association.

## **5.5 NUMBER AND TERMS OF DIRECTORS**

The Board shall be composed of not less than three Directors nor more than seven Directors as designated from time to time by resolution of the Board of Directors. The term of each Director shall be three years, provided that the terms of the Directors first elected by the Members pursuant to Section 5.6 shall be staggered such that less than a majority of the Directors' positions comes up for election each year. There is no limit on the number of terms a Director may serve.

## **5.6 REMOVAL OF DIRECTORS**

At any meeting of the Members called and held in accordance with these Bylaws at which a quorum is present, any Director may be removed, with or without cause, by the affirmative vote of Members entitled to cast 67% of the votes in the Association. A successor may be then and there elected to fill the vacancy for the unexpired term of his or her predecessor in office.

## **5.7 RESIGNATION OF DIRECTORS**

Any Director may resign at any time by giving written notice to the President, to the Secretary or to the Board stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

## **5.8 VACANCIES IN DIRECTORS**

Any vacancy occurring in the Board, unless filled in accordance with Sections 5.5 and 5.7 or by election at a special meeting of the Members, shall be filled by the affirmative vote of a majority of the remaining Directors, though less

than a quorum of the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his or her predecessor in office. A vacancy in the position of a Director to be filled by reason of an increase in the number of Directors shall be filled only by vote of the Members.

## 5.9 MANAGER OR MANAGING AGENT

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint a manager, managing agent and/or other agent responsible for any of the affairs of the Association. The manager, managing agent and/or other agent will have and exercise those powers and will fulfill those duties of the Board as specified in the resolution.

If those duties specified in the resolution delegate to any manager, managing agent or other agent any power relating to the collection, deposit, transfer or disbursement of Association funds, then such manager, managing agent and/or other agent shall (i) maintain fidelity insurance coverage or a bond in an amount not less than \$50,000, or such higher amount as the Board may require, (ii) maintain all Association funds and accounts separate from the funds and accounts of other associations managed by such manager, managing agent or other agent, and maintain all accounts of such other associations separate from the accounts of the Association, and (iii) prepare and provide to the Association an annual accounting and financial statement for the Association funds, which accounting and financial statement may be prepared by the manager, managing agent or other agent, a public accountant or a certified public accountant.

## 5.10 CONFLICTING INTEREST TRANSACTIONS

The Directors shall abide by the conflict of interest policy and applicable Colorado law.

## 5.11 LIMITATIONS OF LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

No Director or officer shall be liable for actions taken or omissions made in the performance of such Director's or officer's duties as such, except for wanton and willful acts or omissions.

Subject to any applicable provisions of CCIOA, no Director shall have any personal liability to the Association or its Members for monetary damages for breach of fiduciary duty as a Director; except that the personal liability of such Director shall not be eliminated for: (i) any breach of the Director's duty of loyalty to the Association or its Members; (ii) acts or omissions by the Director not in good faith or that involve intentional misconduct or a knowing violation of the law; (iii) voting for or assenting to any unlawful distributions as defined under Section 7-128-403 of the Nonprofit Act, provided that the extent of liability for such vote or assent shall be determined pursuant to Section 7-128-403 of the Nonprofit Act; (iv) consenting to or participating in the making of any loan by the Association to any Director or officer, provided that the extent of liability for such consent or participation shall be determined pursuant to Section 7-128-501 of the Nonprofit Act; or (v) any transaction from which the Director directly or indirectly derived an improper personal benefit.

No Director or officer shall be personally liable for any injury to person or property arising out of a tort committed by an employee of the Association unless such Director or officer was personally involved in the situation giving rise to the injury or unless such Director or officer committed a criminal offense in connection with such situation.

Nothing contained in this Section 5.12 will be construed to deprive any Director of his or her right to all defenses ordinarily available to a Director nor will anything herein be construed to deprive any Director of any right he or she may have for contribution from any other Director or other person.

The Association will indemnify, to the maximum extent permitted by law, any person made a party to a proceeding because such person is or was a Director of the Association against liability incurred in the proceeding and against reasonable expenses incurred by the person in connection with the proceeding. The Association further may, to the maximum extent permitted by law, purchase and maintain insurance on behalf of a person who is or was a Director, officer, partner, member, manager, trustee, employee, fiduciary, or agent of another domestic or foreign corporation, nonprofit corporation, or other person or of an employee benefit plan, against liability asserted or incurred by the person in that capacity or arising from the person's status as a Director, officer, employee, fiduciary, or agent.

## **ARTICLE VI MEETINGS OF DIRECTORS**

### **6.1 PLACE OF DIRECTORS MEETINGS**

Meetings of the Board shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Board and specified in the notice of the meeting.

### **6.2 ANNUAL MEETING OF DIRECTORS**

Annual meetings of the Board shall be held on the same date as, or within 10 days of, the annual meeting of the Members. The business to be conducted at the annual meeting of the Board shall consist of the appointment of officers of the Association, the adoption of the annual budget for the following fiscal year and the transaction of such other business as may properly come before the meeting. To the fullest extent permitted by Colorado law, no prior notice of the annual meeting of the Board shall be necessary if the meeting is held on the same day and at the same place as the annual meeting of the Members at which the Board is elected or if the time and place of the annual meeting of the Board is announced at such annual meeting of the Members.

### **6.3 SPECIAL MEETINGS OF DIRECTORS**

Special meetings of the Board may be called by the President or a majority of the Directors.

#### **6.4 NOTICE OF DIRECTORS' MEETINGS**

When notice is required for any meeting of the Board, notice stating the place, day and hour of the meeting will be delivered in compliance with Colorado law, and, if permissible under Colorado law, not less than two nor more than 50 days before the date of the meeting, by mail, facsimile, telephone or personally, by or at the direction of the persons calling the meeting, to each Director. If mailed, the notice will be deemed delivered five business days after it is deposited in the mail addressed to the Director at his or her home or business address as either appears in the records of the Association, with its first-class postage prepaid. If by facsimile, the notice will be deemed delivered when facsimiled to the Director at his or her home or business facsimile number as either appears on the records of the Association. If by telephone, the notice will be deemed delivered when given by telephone to the Director or to any person answering the telephone who sounds competent and mature at the Director's home or business phone number as either appears on the records of the Association. If given personally, the notice will be deemed delivered upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at the Director's home or business address as either appears on the records of the Association. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

#### **6.5 PROXIES**

For purposes of determining a quorum of Directors with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director may be deemed to be present at a meeting and to vote if the Director has granted a signed written proxy to another Director who is present at the meeting, authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy.

#### **6.6 QUORUM OF DIRECTORS**

A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business by the Board.

#### **6.7 ADJOURNMENT OF DIRECTORS' MEETINGS**

The Directors present at any meeting of the Board may adjourn the meeting from time to time, whether or not a quorum is present, for a total period or periods not to exceed 30 days after the date set for the original meeting. Notice of an adjourned meeting will be given to all Directors. At any adjourned meeting, the quorum requirement will not be reduced or changed, but if the originally required quorum is present, any business may be transacted which may have been transacted at the meeting as originally called.

#### **6.8 VOTE REQUIRED AT DIRECTORS' MEETING**

At any meeting of the Board, if a quorum is present either in person or by proxy, the affirmative vote of a majority of the Directors

present shall be necessary for the adoption of the matter, unless a greater proportion is required by law or the Governing Documents.

## **6.9 OFFICERS AT MEETINGS**

The President shall act as chairman and the Board shall designate a Director to act as secretary at all meetings of Directors.

## **6.10 WAIVER OF NOTICE**

A waiver of notice of any meeting of the Board, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such meeting, except when the Director attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or conveyed.

## **6.11 ACTION OF DIRECTORS WITHOUT A MEETING**

Any action required to be taken or which may be taken at a meeting of the Board may be taken without a meeting if all of the Directors in writing: (i) vote for such action by the unanimous affirmative vote of the Directors then in office; or (ii) vote against such action or abstain from voting, and waive the right to demand that action not be taken without a meeting. Such action taken without a meeting shall not be effective unless and until all such writings necessary to effect the action, which have not been revoked as provided herein below, are received by the Association; except that the writings may set forth a different effective date. Any Director who has signed and submitted a

writing pursuant to this Section may revoke such writing by a subsequent writing signed and dated by the Director describing the action and stating that the Director's prior vote with respect thereto is revoked, if such writing is received by the Association before the last writing necessary to effect the action is received by the Association.

## **6.12 MEETING ATTENDANCE; OPEN MEETINGS; EXECUTIVE SESSIONS**

The Board may permit any Director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all persons participating may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

CCIOA expressly governs the openness of meetings and executive sessions.

# **ARTICLE VII OFFICERS**

## **7.1 OFFICERS, EMPLOYEES AND AGENTS**

The officers of the Association shall consist of a President, one or more Vice-Presidents, a Secretary, a Treasurer and other officers, assistant officers, employees and agents as the Board deems necessary. Any two or more offices may be held by the same person.

## **7.2 APPOINTMENT AND TERM OF OFFICE OF OFFICERS**



Except as otherwise provided in this Section, each officer of the Association shall be appointed by the Board at the annual meeting of the Board and shall hold office, subject to the pleasure of the Board until the next annual meeting of the Board or until the officer's successor is appointed, whichever is later, unless the officer resigns, or is earlier removed.

### **7.3 REMOVAL OF OFFICERS**

Except as otherwise provided in this Section, any officer, employee or agent may be removed by the Board, with or without cause, whenever in the Board's judgment the best interests of the Association will be served thereby. The removal of an officer, employee or agent shall be without prejudice to the contract rights, if any, of the officer, employee or agent so removed. Election or appointment of an officer, employee or agent shall not of itself create contract rights.

### **7.4 RESIGNATION OF OFFICERS**

Any officer may resign at any time by giving written notice to the President, to the Secretary or to the Board of the Association stating the effective date of his or her resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

### **7.5 VACANCIES IN OFFICERS**

Except as otherwise provided in this Section, any vacancy occurring in any position as an officer may be filled by the Board. An officer appointed to fill a vacancy shall be appointed for

the unexpired term of his or her predecessor in office.

### **7.6 PRESIDENT**

The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall direct, supervise, coordinate and have general powers generally attributable to the chief executive officer of a corporation. The President shall preside at all meetings of the Board and of the Members.

### **7.7 VICE-PRESIDENT**

Any Vice-President may act in place of the President in case of his or her death, absence or inability to act, and shall perform such other duties and have such authority as is from time to time delegated by the Board or by the President. There may be more than one Vice-President.

### **7.8 SECRETARY**

The Secretary shall be the custodian of the records and the seal (if any) of the Association and shall affix the seal (if any) to all documents requiring the same; shall prepare, execute, certify, and record amendments to the Declaration on behalf of the Association; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports and other documents and records of the Association are properly kept and filed; shall take or cause to be taken and shall keep minutes of the meetings of the Members, of the Board and of committees of the Board; shall keep at the principal office of the Association a record of the names and addresses of the Members and the Authorized Representative, if any, of each Member; and, in

general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him or her by the Board or by the President. The Board may appoint one or more Assistant Secretaries who may act in place of the Secretary in case of his or her death, absence or inability to act.

#### **7.9 TREASURER**

The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association in such depositories as shall be designated by the Board; shall keep correct and complete financial records and books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board may, from time to time, require; shall arrange for the annual report required under Section 9.4 of these Bylaws; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him or her by the Board or by the President. The Board may appoint one or more Assistant Treasurers who may act in place of the Treasurer in case of his or her death, absence or inability to act.

#### **7.10 AMENDMENTS TO THE DECLARATION**

The President and, in the President's absence or unavailability, any Vice President, may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

## **ARTICLE VIII NOTICE AND HEARING PROCEDURE**

### **8.1 NOTICE AND HEARING**

For the purposes of this Section, the term "Enforcement Action" shall refer to any action or demand taken or made by the Association against any Owner that, pursuant to the Governing Documents, may not be taken or made until such Owner has been given notice and an opportunity to be heard. In accordance with CCIOA, the Board shall adopt rules, regulations, policies and procedures regarding the notice and opportunity to be heard in any Enforcement Action, including the imposition of fines.

## **ARTICLE IX MISCELLANEOUS**

### **9.1 AMENDMENT OF BYLAWS**

Except as provided in the Nonprofit Act, the Board may alter, amend or repeal these Bylaws or adopt new Bylaws. The Bylaws may contain any provision for the regulation or management of the affairs of the Association not inconsistent with law, the Declaration or the Articles of Incorporation. The Bylaws may not be amended by vote of the Members.

### **9.2 COMPENSATION OF OFFICERS, DIRECTORS AND MEMBERS.**

No Director or officer shall have the right to receive any compensation from the Association

for serving as a Director or officer except for reimbursement of expenses as may be approved by resolution of the disinterested Directors. Agents and employees shall receive such reasonable compensation as may be approved by the Board. Appointment of a person as an agent or employee of the Association shall not, of itself, create any right to compensation.

### **9.3 BOOKS AND RECORDS**

The Association shall keep such records and books as required by CCIOA and shall make such records and books available in accordance with CCIOA. The Board may also adopt rules, regulations, policies and procedures regarding the keeping, inspection, copying, reproduction and availability of the Association's books and records.

### **9.4 ANNUAL REPORT**

The Board shall only be required to prepare and distribute an annual report to each Member if, and to the extent, expressly required by law.

### **9.5 STATEMENT OF ACCOUNT**

Upon payment of a reasonable fee to be determined by the Association and upon written request of an Owner or any person with any right, title or interest in an Lot or intending to acquire any right, title or interest in an Lot, the Association shall furnish a written statement of account setting forth the amount of any unpaid Assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot or the Owner of the Lot and the amount of the Assessments for the current fiscal period of the Association payable with respect to the Lot. Such statement shall, with respect to the party to

whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other Assessments have then been levied.

### **9.6 CORPORATE REPORTS**

The Association shall file with the Secretary of State of Colorado such reports as required by law.

### **9.7 FISCAL YEAR**

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

### **9.8 SEAL**

The Board may, but is not required to, adopt a seal which shall have inscribed thereon the name of the Association and the words "SEAL" and "COLORADO."

### **9.9 SHARES OF STOCK AND DIVIDENDS PROHIBITED**

The Association shall not have or issue shares of stock and no dividend shall be paid and no part of the income or profit of the Association shall be distributed to its Members, Directors or officers.

Notwithstanding the foregoing paragraph, the Association may issue certificates evidencing Membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

**9.10 MINUTES AND PRESUMPTIONS THEREUNDER**

Minutes or any similar records or the meetings of the Members, or of the Board, when signed by the Secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given. Minutes shall be brief and oriented only to reflect the actions taken at the meetings. Members, Directors and the Association may make audio recordings of meetings, but such recording devices must not impair by orderly conduction of the meeting by emitting sound or visual stimulus that is distracting.

**9.11 CHECKS, DRAFTS AND DOCUMENTS**

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board.

**9.12 BUDGET**

The Board will cause a proposed budget for the Association to be prepared and adopted annually, not less than 30 days prior to the beginning of each fiscal year of the Association. Such budget shall be prepared in accordance with the requirements of the Declaration. Within 30 days after the Board adopts any proposed budget for the Association, the Board will mail, by ordinary first-class mail, or

otherwise deliver a summary of the proposed budget to all Members and will set a date for a meeting of the Members to consider ratification of the proposed budget not less than 30 nor more than 60 days after mailing or other delivery of the summary. Unless at that meeting Members representing more than 50% of all the Lots vote to reject the proposed budget, the proposed budget will be ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Members will continue in effect until such time as the Members ratify a subsequent budget proposed by the Board. Any action of the Members required pursuant to this Section 9.12 may be taken by mail ballot.

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**Certificate of secretary**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of \_\_\_\_\_ Association, Inc., a Colorado nonprofit corporation (the "Association"); and
2. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by unanimous consent of the Board of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, Association, Inc.

\_\_\_\_\_, Secretary

EXHIBIT C

**Statement of Authority**

1. The name of the entity on behalf of which the undersigned is acting is **Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.**
2. The entity is a nonprofit corporation.
3. The entity is formed under the laws of the state of Colorado.
4. The mailing address for the entity is P.O. Box 179, Gunnison, CO 81230.
5. The name and title of the persons authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:  
  
Brad Burton, President
6. The authority of the foregoing persons to bind the entity is unlimited.
7. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.
8. This Statement of Authority is executed and recorded pursuant to the provisions of C.R.S. § 38-30-172.

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

**Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**

By: \_\_\_\_\_  
Brad Burton, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.**

Witness my hand and official seal.  
My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT D

**BARGAIN AND SALE DEED**

**Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**, a Colorado nonprofit corporation for \$10.00 and other good and valuable consideration, in hand paid, hereby sells and conveys to **Ohio Meadows Homeowners Association, Inc.**, a Colorado nonprofit corporation whose address is 120 N. Taylor Street/P.O. Box 179, Gunnison, CO 81230, the following real property in the County of Gunnison and State of Colorado, to wit:

Any and all real property, including all streets and open space, shown on the plat of Ohio Meadows Filing No. 1 recorded in the real property records of Gunnison County, Colorado on November 2, 1970 at Reception No. 282025, the Ohio Meadows Filing No. 2 plat recorded in the real property records of Gunnison County, Colorado on October 5, 1971 at Reception No. 286212, the Ohio Meadows Filing No. 3 plat recorded in the real property records of Gunnison County, Colorado on July 7, 1972 at Reception No. 289612, and the plat of Ohio Meadows Filing Number 4 recorded in the real property records of Gunnison County, Colorado on January 12, 1977 at Reception Number 314888;

TOGETHER WITH any and all appurtenances, including without limitation any and all easements and mineral rights and all appurtenant water and ditch rights, well and well rights, and spring and spring rights, including without limitation those water, ditch and other rights, which is incorporated herein by this reference;

EXCLUDING, however, any water rights, well rights, spring rights, ditch rights, and other rights appurtenant to any real property shown on the plat for Gunnison River Filing Number 1 recorded in the real property records of Gunnison County, Colorado on May 6, 1970 at Reception No. 280165, the plat for Gunnison River Filing No. 2 recorded in the real property records of Gunnison County, Colorado on May 21, 1971 at Reception No. 284266, plat of Wilderness Streams Filing No. 1 recorded in the real property records of Gunnison County, Colorado on September 7, 1971 at Reception No. 285761, and the plat of Wilderness Streams Filing No. 2 recorded in the real property records of Gunnison County, Colorado on October 20, 1972 at Reception No. 291161.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation,  
Road and Recreation Association**

By:\_\_\_\_\_

Brad Burton, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.**  
Witness my hand and official seal.  
My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT E

**BARGAIN AND SALE DEED**

**Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**, for \$10.00 and other good and valuable consideration, in hand paid, hereby sells and conveys to **Gunnison River Homeowners Association, Inc.**, whose address is 120 N. Taylor Street/P.O. Box 179, Gunnison, CO 81230, the following real property in the County of Gunnison and State of Colorado, to wit:

Any and all real property, including all streets and open space, shown on the plat for Gunnison River Filing Number 1 recorded in the real property records of Gunnison County, Colorado on May 6, 1970 at Reception No. 280165, the plat for Gunnison River Filing No. 2 recorded in the real property records of Gunnison County, Colorado on May 21, 1971 at Reception No. 284266;

TOGETHER WITH any and all appurtenances, including without limitation any and all easements and mineral rights and all appurtenant water and ditch rights, well and well rights, and spring and spring rights, including without limitation those water, ditch and other rights;

EXCLUDING, however, any water rights, well rights, spring rights, ditch rights, and other rights appurtenant to any real property shown on the plat of Ohio Meadows Filing No. 1 recorded in the real property records of Gunnison County, Colorado on November 2, 1970 at Reception No. 282025, the Ohio Meadows Filing No. 2 plat recorded in the real property records of Gunnison County, Colorado on October 5, 1971 at Reception No. 286212, the Ohio Meadows Filing No. 3 plat recorded in the real property records of Gunnison County, Colorado on July 7, 1972 at Reception No. 289612, and the plat of Ohio Meadows Filing Number 4 recorded in the real property records of Gunnison County, Colorado on January 12, 1977 at Reception Number 314888, plat of Wilderness Streams Filing No. 1 recorded in the real property records of Gunnison County, Colorado on September 7, 1971 at Reception No. 285761, and the plat of Wilderness Streams Filing No. 2 recorded in the real property records of Gunnison County, Colorado on October 20, 1972 at Reception No. 291161.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation,  
Road and Recreation Association**

By: \_\_\_\_\_  
Brad Burton, President



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.**  
Witness my hand and official seal.  
My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT F

**BARGAIN AND SALE DEED**

**Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**, a Colorado nonprofit corporation for \$10.00 and other good and valuable consideration, in hand paid, hereby sells and conveys to **Wilderness Streams One Homeowners Association, Inc.**, a Colorado nonprofit corporation whose address is 120 N. Taylor Street/P.O. Box 179, Gunnison, CO 81230, the following real property in the County of Gunnison and State of Colorado, to wit:

Any and all real property, including all streets and open space, shown on the plat of Wilderness Streams Filing No. 1 recorded in the real property records of Gunnison County, Colorado on September 7, 1971 at Reception No. 285761;

TOGETHER WITH any and all appurtenances, including without limitation any and all easements and mineral rights and all appurtenant water and ditch rights, well and well rights, and spring and spring rights, including without limitation those water, ditch and other rights set forth in Exhibit A, which is incorporated herein by this reference;

EXCLUDING, however, any water rights, well rights, spring rights, ditch rights, and other rights appurtenant to any real property shown on the plat of Ohio Meadows Filing No. 1 recorded in the real property records of Gunnison County, Colorado on November 2, 1970 at Reception No. 282025, the Ohio Meadows Filing No. 2 plat recorded in the real property records of Gunnison County, Colorado on October 5, 1971 at Reception No. 286212, the Ohio Meadows Filing No. 3 plat recorded in the real property records of Gunnison County, Colorado on July 7, 1972 at Reception No. 289612, the plat of Ohio Meadows Filing Number 4 recorded in the real property records of Gunnison County, Colorado on January 12, 1977 at Reception Number 314888, the plat for Gunnison River Filing Number 1 recorded in the real property records of Gunnison County, Colorado on May 6, 1970 at Reception No. 280165, the plat for Gunnison River Filing No. 2 recorded in the real property records of Gunnison County, Colorado on May 21, 1971 at Reception No. 284266, and the plat of Wilderness Streams Filing No. 2 recorded in the real property records of Gunnison County, Colorado on October 20, 1972 at Reception No. 291161.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**

By: \_\_\_\_\_  
Brad Burton, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.**

Witness my hand and official seal.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

To the extent owned by grantor and subject to any rights and interests of any existing users, the water rights decreed to Castle Mountain Company in W-2172 in the District Court in and For Water Division No. 4, State of Colorado.

EXHIBIT G

**BARGAIN AND SALE DEED**

**Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**, a Colorado nonprofit corporation for \$10.00 and other good and valuable consideration, in hand paid, hereby sells and conveys to **Wilderness Streams Two Homeowners Association, Inc.**, a Colorado nonprofit corporation whose address is 120 N. Taylor Street/P.O. Box 179, Gunnison, CO 81230, the following real property in the County of Gunnison and State of Colorado, to wit:

Any and all real property, including all streets and open space, shown on the plat of Wilderness Streams Filing No. 2 recorded in the real property records of Gunnison County, Colorado on October 20, 1972 at Reception No. 291161;

TOGETHER WITH any and all appurtenances, including without limitation any and all easements and mineral rights and all appurtenant water and ditch rights, well and well rights, and spring and spring rights, including without limitation those water, ditch and other rights;

EXCLUDING, however, any water rights, well rights, spring rights, ditch rights, or other rights appurtenant to any real property shown on the plat of Ohio Meadows Filing No. 1 recorded in the real property records of Gunnison County, Colorado on November 2, 1970 at Reception No. 282025, the Ohio Meadows Filing No. 2 plat recorded in the real property records of Gunnison County, Colorado on October 5, 1971 at Reception No. 286212, the Ohio Meadows Filing No. 3 plat recorded in the real property records of Gunnison County, Colorado on July 7, 1972 at Reception No. 289612, and the plat of Ohio Meadows Filing Number 4 recorded in the real property records of Gunnison County, Colorado on January 12, 1977 at Reception Number 314888, plat for Gunnison River Filing Number 1 recorded in the real property records of Gunnison County, Colorado on May 6, 1970 at Reception No. 280165, the plat for Gunnison River Filing No. 2 recorded in the real property records of Gunnison County, Colorado on May 21, 1971 at Reception No. 284266, and the plat of Wilderness Streams Filing No. 1 recorded in the real property records of Gunnison County, Colorado on September 7, 1971 at Reception No. 285761.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**

By: \_\_\_\_\_  
Brad Burton, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.**

Witness my hand and official seal.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## EXHIBIT H

### GRANT OF EASEMENT AND EASEMENT AGREEMENT

This Grant of Easement and Easement Agreement (this “Easement Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Ohio Meadows Homeowners Association, Inc. (“OM HOA”), Gunnison River Homeowners Association, Inc. (“GR HOA”), the Wilderness Streams One Homeowners Association, Inc. (“WS1 HOA”), and the Wilderness Streams Two Homeowners Association, Inc. (“WS2 HOA”). The aforementioned are individually referred to herein as a “Party” and collectively as the “Parties”. OM HOA, GR HOA, WS1 HOA, and WS2 HOA are referred to individually herein as a “New Association” or collectively as the “New Associations”.

#### **I. Recitals**

- a. OM HOA owns the open space and ponds shown on the plat of Ohio Meadows Filing No. 1 recorded November 2, 1970 at Reception No. 282025, the Ohio Meadows Filing No. 2 plat recorded October 5, 1971 at Reception No. 286212, the Ohio Meadows Filing No. 3 plat recorded July 7, 1972 at Reception No. 289612, and the plat of Ohio Meadows Filing Number 4 recorded January 12, 1977 at Reception Number 314888 (collectively, together with any amendments, additions, and subdivisions of the same, the “OM Plats”). The subdivisions shown on the OM Plats are referred to herein as “OM Subdivision”.
- b. GR HOA owns the open space, ponds and roads shown on the plat for Gunnison River Filing Number 1 recorded May 6, 1970 at Reception No. 280165<sup>1</sup>, the plat for Gunnison River Filing No. 2 recorded May 21, 1971 at Reception No. 284266, (collectively, together with any amendments, additions, and subdivisions of the same, the “GR Plats”). The subdivisions shown on the GR Plats are referred to herein as “GR Subdivision”.
- c. WS1 HOA owns the roads shown on the plat of Wilderness Streams Filing No. 1 recorded on September 7, 1971 at Reception No. 285761 (together with any amendments, additions, and subdivisions of the same, the “WS1 Plat”). The subdivision shown on the WS1 Plat is referred to herein as “WS1 Subdivision”.
- d. WS2 HOA owns the open space, roads, and ponds shown on the plat of Wilderness Streams Filing No. 2 recorded on October 20, 1972 at Reception No. 291161 (together with any amendments, additions, and subdivisions of the same, the “WS2 Plat”). The subdivision shown on the WS2 Plat is referred to herein as “WS2 Subdivision”.
- e. The members of Castle Mt. Irrigation, Road and Recreation Association (“CMIRRA”) have historically enjoyed access and use of the subdivisions for fishing, trash disposal (only by WS1 and WS2) and access to property owned by the United States Forest Service, an agency of the U.S. Department of Agriculture (“U.S.F.S.”) as more specifically discussed below. The Parties desire to preserve

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<sup>1</sup> All references to recording information are to the real property records of Gunnison County, Colorado.

these historic rights of the members of CMIRRA through this Easement Agreement all as more particularly set forth below.

## **II. Agreement**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the aforementioned recitals and the covenants, agreements, promises, terms, conditions and all other matters set forth below, the Parties agree as follows:

1. Grant of Easement. Each New Association, except WS1 HOA, does hereby grant and convey to each and every other New Association the Easement, as is more particularly described below and is subject to the terms and other matters set forth below. OM HOA, GR HOA, WS2 HOA and WS1 HOA are each owners and holders of the Easement; provided, however, to avoid any merger of title, no New Association has any easement on that portion of the servient estate located within its own subdivision.
2. Servient Estate. The servient estate of the Easement shall be all real property owned by OM HOA, GR HOA, and WS2 HOA, including without limitation all roads, ponds, open space and easements located, described, identified or shown on the OM Plats, the GR Plats, and the WS2 Plat and all other real property, including interests, owned by OM HOA, GR HOA or WS2 HOA located on or within the property described on such plats. Notwithstanding any of the foregoing, however, the servient estate does not include: (i) any irrigation ditches or irrigation ditch easement areas; provided, however, that Clark Stream in Gunnison River Filings is included, (ii) any roads and other portions of the subdivisions that are not reasonably necessary to make use of the Easement for the purposes set forth below, including without limitation in WS2 Subdivision, any road other than Sioux Road as shown on the WS2 Plat. Furthermore, WS1 Subdivision does not include any ponds or U.S.F.S. access that has historically been owned or used by CMIRRA and thus does not include any servient estate.
3. Easement Users. The Easement shall be for the benefit of the New Associations and their members in good standing. The members of the New Associations shall be the fee simple owners of lots, tracts, sites and other identified parcels as shown on their respective plats, as identified above and as the same may have been, or subsequently be, amended or adjusted (hereinafter, "Owners"). In no event may any guest or tenant use the Easement if: (i) such guest or tenant is not accompanied by an Owner or a person that resides with an Owner, or (ii) such guest or tenant is not the visiting adult child of an Owner (who may also be accompanied by his or her own children). The term "resides" as used in this paragraph does not mean overnight guests or temporary visitors, but rather someone living with an Owner on a permanent basis such as the Owner's children or spouse or, if an Owner is not a natural person, the natural person residing at the Owner's Lot.



4. Scope. The Easement shall be for: (i) fishing in ponds located within OM Subdivision, (ii) fishing in ponds located within WS2 Subdivision, and (iii) fishing in ponds located within GR Subdivision (collectively, the “Fishing Use”). The term “pond” as used in this Easement Agreement includes any lakes, ponds, streams, rivers or other bodies of water reflected on a recorded plat regardless of how identified on a plat, but does not include any ditches or springs. This Easement shall also be for access to lands owned by the U.S.F.S. that are adjacent to WS2 Subdivision (“U.S.F.S. Access Use”). This Easement shall also be for ingress to, egress from, and use of certain trash facilities for WSI Subdivision Owners as set forth in the Trash Easement, as more particularly defined and described below. The Easement is only for Fishing Use, U.S.F.S. Access Use, and the Trash Easement and such use as is incidental and necessary to the Fishing Use and U.S.F.S. Access Use, including the use of roads and trails within the subdivisions for ingress, egress and parking as part of the Fishing Use and U.S.F.S. Access Use. The Fishing Use, U.S.F.S. Access Use, and Trash Easement are described, defined, limited and otherwise set forth in more detail below. No Owner may receive consideration in any form for the use of the Easement. Any use by an Owner for consideration is subject to revocation or suspension for at least 18 months as set forth in paragraph 18.
5. Fishing Use. The Fishing Use shall include the rights of ingress and egress to and from any pond within the Easement to fish. If there is a platted or designated easement location for ingress and egress to fish, all Owners must use the platted or designated easement location.
6. Parking For Fishing. The Fishing Use includes parking within the subdivisions in order to access a pond within the Easement. All parking shall be in parking areas designated either by the plat for the respective subdivision or by the applicable New Association. Designated parking areas for fishing at ponds need not be immediately adjacent to a pond. No New Association may designate different parking for pond access for its members than it designates for the members of the other New Associations.
7. Fish Stocking. Each New Association shall stock those ponds within their respective subdivisions historically stocked by CMIRRA sufficient to accommodate a reasonable estimate of projected fishing activities in those ponds. Each New Association shall pay for fish stocking expenses which it incurs and shall not charge any other New Association or their members for such expense. Each New Association may perform such maintenance of ponds within its subdivision as may be desired by that New Association to maintain such ponds provided that it does not unreasonably interfere with the fish stocking and fisheries consistent with historic quantities of fish stocking. Upon request by any other New Association and agreement regarding the sharing of costs, a New Association shall be required to perform maintenance on its pond(s) historically stocked by CMIRRA consistent with historic fish stocking and fisheries and the cost of such maintenance shall be borne by both the New Association(s) that made the request and the New Association where such pond(s) is located as agreed.

The New Associations shall divert to the ponds within their respective subdivisions, sufficient water, to the fullest extent permitted by their water rights and as is reasonable, to maintain the ponds for fishing consistent with historic usage; provided, however, that this obligation is secondary to all agricultural uses and does not require any New Association to engage in any actions inconsistent with historic practice such as creating new ditches or other infrastructure.

8. U.S.F.S. Parking. WS2 HOA shall maintain a parking lot or location within WS2 Subdivision that can accommodate at least four parked passenger vehicles that is at or near the boundary between WS2 Subdivision and the U.S.F.S. land (the “U.S.F.S. Access Parking”). In addition WS2 HOA will maintain a parking lot or location within WS2 Subdivision that is located on the WS2 HOA owned open space located south of Sioux Road no more than one-half of a mile from the intersection of County Road 730 and Sioux Road (the “WS2 Dumpster Area Parking”). The WS2 Dumpster Area Parking shall be sufficient to accommodate at least a single horse trailer and one passenger vehicle. The U.S.F.S. Access Parking and WS2 Dumpster Area Parking should be maintained in a state suitable for parking. The U.S.F.S. Access Parking and WS2 Dumpster Area Parking need not be paved.
9. U.S.F.S. Access Use. The U.S.F.S. Access Use includes the right to park in the U.S.F.S. Access Parking and the WS2 Dumpster Area Parking. The U.S.F.S. Access Use includes the rights of ingress and egress to and from the U.S.F.S. Access Parking and the WS2 Dumpster Area Parking and the U.S.F.S. access within WS2 Subdivision. The U.S.F.S. Access Use includes the right to access the U.S.F.S. at the U.S.F.S. access point within WS2 Subdivision for purposes of engaging in any activity permitted by the U.S.F.S. The U.S.F.S. Access Use includes the right to be accompanied by one or more dogs when engaging in otherwise permitted uses.
10. Parking Provisions.
  - a. All parking is on a first come, first serve basis. Parking shall not be permitted on road shoulders unless the road shoulder has been designated for parking. If a parking area is fully occupied, no further parking shall occur at that area.
  - b. Parking of trailers, towed vehicles, camper trailers, R.V.s and motor homes is prohibited at the U.S.F.S. Access Parking and WS2 Dumpster Area Parking, except that horse trailer parking shall be permitted within the WS2 Dumpster Area Parking. Only 2 axle vehicles without trailers may be parked in the U.S.F.S. Access Parking. Only 2 axle vehicles with or without accompanying horse trailer not larger than a four horse capacity may be parked at the WS2 Dumpster Area Parking.
  - c. No parking within the WS2 Dumpster Area Parking shall interfere with the use of any dumpster.
  - d. Parking by an Owner and such Owner’s guests of more than one vehicle, including a horse trailer if otherwise permitted, at a time at the U.S.F.S. Access Parking or at the WS2 Dumpster Area Parking is prohibited.

- e. Overnight parking of a passenger vehicle and/or horse trailer at the WS2 Dumpster Area Parking is permitted for not more than one night and parking of a passenger vehicle at the U.S.F.S. Access Parking is permitted for not more than one night. All other overnight parking is prohibited.

11. Trash Easement And Payment And Other WS1 And WS2 Issues.

- a. WS2 HOA hereby grants to WS1 HOA and its members an easement to the WS2 Dumpster Area Parking for the purpose of ingress and egress to and from one or more trash receptacles to be maintained by or on behalf of WS2 HOA (the "Trash Easement"). The Trash Easement includes the right of WS1 HOA Owners to use the trash receptacles at the WS2 Dumpster Area Parking for the purpose of disposing of trash generated by, or related to, the residential use of such Owner's Lot within WS1 Subdivision. WS2 HOA may promulgate as part of its association rules and regulations reasonable rules regarding what trash may or may not be disposed by WS2 Subdivision Owners and by WS1 Subdivision Owners in the trash receptacles and nothing may be deposited in the trash receptacles in contravention of such rules and regulations. The Trash Easement includes the right of WS1 HOA Owners to use a burn pile located within WS2 Subdivision if WS2 Subdivision has designated a burn pile location. Use of any burn pile shall be subject to such rules and regulations as WS2 HOA may promulgate, which rules and regulations regarding use of the burn pile shall apply equally to WS2 HOA Owners and WS1 HOA Owners. WS2 HOA and WS1 HOA shall agree upon a charge to be paid by WS1 HOA for its Owners' reasonable share for trash service based upon considerations of the number of residents in each subdivision and the uses made by those residents, such as whether they are full or part time. In no event shall the share charged to WS1 HOA be less than 9% of the cost for service nor more than 36% of the cost for service.
- b. Any exterior fence between WS1 Subdivision and WS2 Subdivision shall be maintained by WS2 HOA, or its agent, at the cost of WS2 HOA in a state capable of turning cattle for so long as WS2 HOA has livestock in the adjacent pasture.
- c. Water rights, including 0.11 cfs of water, were decreed to Castle Mountain Company in W-2172 in the District Court in and For Water Division No. 4, State of Colorado (including Exhibit F, the "Water Right"). Nothing in this document shall in any way alter or impair any existing rights of any Owner to such Water Right. The Owners that use such Water Right may enter into such agreement as desired regarding the use of the Water Right.
- d. As Owners in WS1 HOA have historically accessed WS2 HOA open space for trash and other purposes through a variety of means, Owners in WS1 HOA shall have the same recreational access to the real property owned by WS2 HOA as WS2 HOA affords its own Owners in its Regulations and other governing documents, including its covenants. The term "recreational access" means cross country skiing, snow shoeing, hiking, horseback riding, using slash or

burn pile, and ATVing. The term “recreational access” does not include joyriding, pasturing of animals, and snowmobiling.

12. Gate Access. WS2 HOA shall maintain a gate at the entrance of WS2 Subdivision. The gate at the entrance of WS2 Subdivision shall be installed and maintained at the expense of WS2 HOA and this cost shall not be passed on to the members of the other subdivisions. WS2 HOA shall allow ingress and egress through the gate to the Owners by providing Owners with keys, keycards, combinations or such other access as may be sufficient to reasonably allow Owners to utilize the Easement. One keycard or other access device will be assigned to the Owners of each lot, tract and parcel in OM Subdivision and GR Subdivision. The Owners of each lot, tract and parcel in WS1 Subdivision will be assigned two keycards or other access devices. Keycards and other access devices will be limited to one per lot, tract or parcel in OM Subdivision and GR Subdivision and two per lot, tract or other parcel in WS1 regardless of the number of Owners of a given lot, tract or other parcel. If any Owner requires more than the specified number of keycards or other access devices, a request may be submitted to the WS2 HOA for approval, which request shall be reviewed by the WS2 HOA in its sole discretion. Replacements will be made available for Owners that have lost or destroyed keys, keycards, combinations or other means of access. Owners that lose or otherwise need replacements may be charged an increased cost as established by WS2 HOA because of the disproportionate expense caused by such Owners, but in no event shall such increased cost exceed ten times the actual cost. Owners shall directly pay to WS2 HOA the cost of providing this access through the gate (the “Gate Access Cost”). The Gate Access Cost shall be not more than the materials cost, such as the cost of keycards, plus the cost of any services, such as the cost of keycard programming, plus the actual cost of administering the gate access, such as the cost of maintaining a reasonable database of registered keycards, mailing the access and communicating with Owners regarding the access. The Owners in WS2 Subdivision shall continue to have the same rights of access, ingress and egress as historically enjoyed, and nothing in this Easement shall in any way prevent them from engaging in any and all reasonable use of the gate or other roads within the WS2 Subdivision. This Easement Agreement will not impact or dictate the number of keycards or access devices for WS2 HOA members nor the cost charged by WS2 HOA to such members.

13. Non-Exclusive Easement. The Easement is a non-exclusive easement. Each New Association may make any use of the areas in their own subdivisions encumbered by the Easement that is not inconsistent with this Easement and may, specifically but without limitation, allow their own members (and their guests) to enjoy the same access and use as afforded the members (and their guests) of the other New Associations under this Easement. Nothing contained in this Easement Agreement impairs, invalidates, revokes, or terminates any additional license, easement or other right that may be granted by a New Association or any of its members except to the extent expressly required by this Easement Agreement. Except as otherwise provided in this Easement Agreement, each New Association may grant its own members rights in excess of those

granted herein with respect to uses within such New Association's own subdivision. Notwithstanding any other provision of this Easement Agreement, the Easement granted herein under this Easement Agreement by each New Association includes a right of use of any easement that is part of the servient estate as set forth above, but each New Association shall remain the owner of the easement.

14. No Right To Use Lots. Notwithstanding any other provision in this Easement Agreement, this Easement does not grant, reserve, convey or otherwise create any easement or right to use any property that is not owned by the New Associations, including any easement. The Easement does not include the right to fish any pond that CMIRRA or its members have not historically had any easement to access. Except with respect to previously existing easements, this Easement Agreement does not include any right to use any privately owned lots. Except as set forth herein, the members of the respective New Associations shall have no right of use or easement in any of the other subdivisions.
15. Maintenance and Improvement. All trails, paths and roads used in connection with the Fishing Use and U.S.F.S. Access Use shall be maintained by the New Association in which the trail or road is located to a standard comparable to the other trails and roads maintained by the New Association. Notwithstanding any other provision of this Easement Agreement, however, in no event shall WS2 HOA be required by this Easement Agreement to perform snow plowing or snow removal within WS2 Subdivision.
16. Prohibited Activities. Each New Association may grant its members the right to engage in the following activities within such New Association's subdivision, but the Easement does not permit any of the following:
  - a. The operation of ATVs, snow mobiles, side by sides, or similar vehicles within OM Subdivision, GR Subdivision, WS1 Subdivision, or WS2 Subdivision except as described in II. 11.d. above.
  - b. The operation within OM Subdivision, GR Subdivision, WS1 Subdivision, or WS2 Subdivision of any vehicle that is not legally permitted to operate on Colorado state highways and Gunnison County Roads.
  - c. Camping within OM Subdivision, GR Subdivision, WS1 Subdivision, or WS2 Subdivision.
17. Rules and Regulations. Each New Association shall have the exclusive authority to establish rules and regulations (the "Rules and Regulations") regarding usage of the Easement within its own subdivision and additional enforcement penalties and processes for their own Owners. The Rules and Regulations may include but are not limited to: (i) the speed limit for its own roads, (ii) whether fishing is catch and release within its subdivision, (iii) fish catching limits, (iv) dog leash requirements within its subdivision, (v) fish cleaning requirements within its subdivision, and (vi) prohibitions and limitations on watercraft, swimming, and other safety matters within its

subdivision. Any of the Rules and Regulations imposed by a New Association for its own subdivision shall apply equally to its own members as well as the members and Owners of the other New Associations to the extent that they relate to: (i) parking location, (ii) parking rules, (iii) speed limit, (iv) whether fishing is catch and release, (v) fish catching limits, (vi) permitted methods of fishing such as fly fishing, use of barbless hooks and similar matters, (vii) permitted fishing times, and (viii) dog leash requirements. Furthermore, the Rules and Regulations may not contradict any term, obligation or other provision of this Easement Agreement. All Rules and Regulations must be communicated to the New Associations.

18. Enforcement; Revocation of Privileges. Each New Association shall be responsible for enforcing violations of the Rules and Regulations and this Easement within its own subdivision. Each New Association may suspend or revoke any Owner's right to use the Easement if the Owner, or his guests or tenants, violated the terms of the Easement, this Easement Agreement or the Rules and Regulations. No suspension or revocation may occur unless and until a violation occurs following a written warning delivered by hand delivery or mailed to the responsible Owner by certified mail, return receipt requested mailed to the Owner's most recent address with the Gunnison County Assessor. Any such revocation or suspension shall follow a hearing at which the Owner is given reasonable notice and an opportunity to be heard before an impartial decision maker. The hearing shall not exceed three hours in length. At the hearing the Colorado Rules of Evidence shall not exclude any evidence, but may be used to argue the probative value of evidence. No evidence or briefs may be submitted in advance of the hearing and no discovery will be performed. The Rules and Regulations may set forth additional procedures for such hearing and revocation and suspension process. The hearing process must allow the Owner an opportunity to speak and present evidence, both documentary and witnesses, at the hearing. For violations in which the New Association seeks suspension of an Owner's right to use the Easement for a period of not more than eighteen months, the impartial decision maker may be, at the election of the New Association, determined in accordance with the New Association's rules and regulations for the imposition of fines. For violations in which the New Association seeks suspension of an Owner's right to use the Easement for a period of more than eighteen months or revocation, the impartial decision maker shall be determined as follows: (i) the New Association alleging the violation exists shall provide to the Owner a list of three licensed attorneys that do not work at the same law firm and that do not at that time represent the New Association, and (ii) the Owner shall pick one of those attorneys to act as the impartial decision maker. Any revocation or suspension shall only be imposed upon an Owner after a finding, in writing, that the violation occurred and the Owner should be held liable for the violation. The date that a suspension is commenced shall be stated in the written findings of the impartial decision maker. Any party at the hearing may record it. Owners shall be held responsible for violations of this Easement Agreement or the Rules and Regulations by such Owner and such Owner's guests and tenants. Any suspension or revocation may be appealed to the District Court of Gunnison County, Colorado. The term "suspend" as used herein

means to temporarily revoke an Owner's right to use the Easement. The term "revoke" as used herein means to permanently revoke an owner's right to use an Easement. Notwithstanding any other provision of this Easement Agreement to the contrary, the fees and costs charged by the impartial decision maker shall be paid by the New Association unless it is the prevailing party, in which case the fees and costs charged by the impartial decision maker shall be paid one-half by the New Association and one-half by the non-prevailing Owner(s). Any Owner that engages in any use of the Easement for consideration shall be subject to revocation or a minimum suspension of 18 months. No warning is required for violations arising from an Owner's use of the Easement for consideration.

19. *Dissolution Of Subdivision Association.* If any of the New Associations is dissolved, the Owners of any Lot in any dissolved New Association's subdivision shall continue to have the right to use the Easement as set forth herein. Following the dissolution of any New Association, the easements granted herein shall remain effective against the real property in the subdivision previously governed by such dissolved New Association. In no event will the subdivision of any existing Lot create additional Owners or members permitted to use the easements granted herein.
20. *Runs With The Land; Successors.* Except as may otherwise be provided in this Easement Agreement, this Easement Agreement and the benefits and burdens thereof shall run with the land, including all of the land shown on all of the plats identified in the Recitals above, and shall be binding upon and inure to the benefit of the Parties and their successors and assigns and the Owners and their successors in title. This Easement Agreement shall be recorded in the real property records of Gunnison County, Colorado and shall be indexed in the chain of title for all lots, tracts and other parcels shown on all of the plats identified above in the Recitals. Owners shall have no rights to access any subdivision other than the subdivision in which the Owner owns a lot, tract or other parcel except in accordance with this Easement Agreement and the Rules and Regulations.
21. *Attorney's Fees.* If any party or Owner institutes any legal action to enforce or interpret this Easement Agreement, the Easement or the Rules and Regulations, the prevailing party, including any Owner, in such litigation shall be entitled to recover from the non-prevailing party, including a non-prevailing Owner, in such litigation its reasonable attorney's fees and court costs incurred in such legal action. Specifically, should any Owner appeal any suspension or revocation of such Owner's right to use the Easement to the District Or County Court for Gunnison County, Colorado, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party in such litigation the reasonable attorney's fees and court costs incurred in such legal action by the prevailing party. Notwithstanding anything above, each and any Owner and New Association may bring an action in the state courts located in Gunnison County, Colorado for the enforcement of this Easement Agreement against any other Owner or

New Association without observing the hearing process above relating to suspension or revocation.

- 22. Paragraph Headings. The paragraph headings used in this Easement Agreement are for purposes of identification only and shall not be considered in construing this Agreement.
- 23. Venue. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, and the Parties agree that the state courts located in Gunnison, Colorado shall have exclusive jurisdiction over, and shall be the exclusive venue for, any action arising out of, or relating to, this Easement Agreement.
- 24. Amendment. This Easement Agreement may be amended only upon the signed, written agreement of all Parties and a majority vote of the members of each New Association. Any amendment must be recorded in the real property records of Gunnison County, Colorado. For purposes of this paragraph, any Party that is dissolved or has been delinquent with the Colorado Secretary of State for three or more consecutive years shall not be considered a Party and the signed, written agreement of such dissolved or such delinquent Party is not required and a majority vote of the members of such dissolved or such delinquent New Association is not required.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Ohio Meadows Homeowners Association, Inc.

By: \_\_\_\_\_, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as President of Ohio Meadows Homeowners Association, Inc. Witness my hand and official seal.  
My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public





Wilderness Streams Two Homeowners Association, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as President of Wilderness Streams Two Homeowners Association, Inc.  
Witness my hand and official seal.  
My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT I

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
OHIO MEADOWS SUBDIVISIONS**

This Amendment to Declaration of Protective Covenants Ohio Meadows Subdivisions (this “Amendment”) amends that certain Protective Covenants Castle Mountain Co. Ohio Meadows Subdivisions recorded November 19, 1970 at Reception No. 282207<sup>1</sup>, as the same have been amended and extended (the “Original Covenants”). This Amendment is adopted upon the affirmative vote in writing of 67% or more of the members of Castle Mt. Irrigation, Road, and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association (“CMIRRA”). This Amendment shall be indexed in the grantee’s index in the name of CMIRRA and in the name of Ohio Meadows Homeowners Association, Inc. and in the grantor’s index in the name of CMIRRA, Ohio Meadows Homeowners Association, Inc. and each of the individual owners that executed an approval as recorded herewith.

The property subject to the Original Covenants as amended by this Amendment shall be all real property included in the Plat of Ohio Meadows Filing No. 1 recorded November 2, 1970 at Reception No. 282025, the Plat of Ohio Meadows Filing No. 2 recorded October 5, 1971 at Reception No. 286212, the Plat of Ohio Meadows Filing No. 3 recorded July 7, 1972 at Reception No. 289612, and the Plat of Ohio Meadows Filing Number 4 recorded January 12, 1977 at Reception Number 314888, excluding however any portions of the aforementioned that have been excluded by CMIRRA from CMIRRA by any previously recorded instrument but including any portions that have been added thereto (collectively, “Ohio Meadows Subdivision”).

The Original Covenants are amended as follows:

1. Any reference to Castle Mt. Irrigation, Road, and Recreation Association in the Original Covenants is hereby amended to be Ohio Meadows Homeowners Association, Inc (“OM HOA”). The name of the common interest community is Ohio Meadows. Ohio Meadows is a planned community located in Gunnison County, Colorado. All of Ohio Meadows Subdivision is included in Ohio Meadows.
2. The following is added:

The owner of any lot or tract of land in Ohio Meadows Subdivision shall be members of OM HOA. The ownership of each lot or tract shall include one vote in the affairs of OM HOA. There are 100 lots and tracts in Ohio Meadows. The owner of a lot or tract shall be responsible for 1/100<sup>th</sup> of all common expense assessments and liabilities of OM HOA. Notice to owners in Ohio Meadows Subdivision by OM HOA shall be mailed to owners at the most current address for the owner provided by the Gunnison County Assessor unless the owner has consented in writing to receiving notice by an alternate method.

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<sup>1</sup> All references to recording information are to documents recorded in the real property records of Gunnison County, Colorado.

3. Notwithstanding any provision of the Original Covenants to the contrary, the Original Covenants as amended by this Amendment may be amended by the affirmative vote of a simple majority of the members of OM HOA.

Except as expressly set forth above, the Original Covenants remain in full force and effect. Nothing contained herein shall alter any limitations on the amount of assessments. Nothing contained herein shall be construed as an election to adopt the Colorado Common Interest Ownership Act.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation,  
Road and Recreation Association**

By: \_\_\_\_\_

Brad Burton, President

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.**

Witness my hand and official seal.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Ohio Meadows Homeowners  
Association, Inc.

By: \_\_\_\_\_

\_\_\_\_\_, President

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ as President of Ohio Meadows Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**[OWNER SIGNATURES ON FOLLOWING PAGES]**

EXHIBIT J

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
GUNNISON RIVER SUBDIVISIONS**

This Amendment to Declaration of Protective Covenants Gunnison River Subdivisions (this “Amendment”) amends that certain Protective Covenants of Castle Mountain Co Gunnison River Filings recorded June 18, 1970 at Reception No. 280168 as amended and the Declaration of Protective Covenants Gunnison River Filing No. 3 recorded on June 23, 1981 at Reception No. 359826 as amended (collectively, the “Original Covenants”). This Amendment is adopted upon the affirmative vote in writing of 67% or more of the members of Castle Mt. Irrigation, Road, and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association (“CMIRRA”). This Amendment shall be indexed in the grantee’s index in the name of CMIRRA and in the name of Gunnison River Homeowners Association, Inc. and in the grantor’s index in the name of CMIRRA, Gunnison River Homeowners Association, Inc. and each of the individual owners that executed an approval as recorded herewith.

The property subject to the Original Covenants as amended by this Amendment shall be all real property included in the plat for Gunnison River Filing Number 1 recorded May 6, 1970 at Reception No. 280165<sup>1</sup>, the plat for Gunnison River Filing No. 2 recorded May 21, 1971 at Reception No. 284266, excluding however any portions of the aforementioned that have been excluded by CMIRRA from CMIRRA by any previously recorded instrument but including any portions that have been added thereto (collectively, “Gunnison River Subdivision”).

The Original Covenants are amended as follows:

1. Any reference to Castle Mt. Irrigation, Road, and Recreation Association in the Original Covenants is hereby amended to be Gunnison River Homeowners Association, Inc (“GR HOA”). The name of the common interest community is Gunnison River. Gunnison River is a planned community located in Gunnison County, Colorado. All of Gunnison River Subdivision is included in Gunnison River.
2. The following shall be added:

The owner of any lot or tract of land in Gunnison River Subdivision shall be members of GR HOA. The ownership of each lot or tract shall include one vote in the affairs of GR HOA. There are 66 lots or tracts in Gunnison River. The owner of a lot or tract shall be responsible for 1/66<sup>th</sup> of all common expense assessments and liabilities of GR HOA; provided, however, that GR HOA participates with ten additional owners for road maintenance and snow removal and is thus only responsible for 66 of the total 76 shares of these total maintenance expenses. Notice to owners in Gunnison River Subdivision by GR HOA shall be mailed to owners at the most current address for the owner provided by the Gunnison County Assessor unless the owner has consented in writing to receiving notice by an alternate method.

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<sup>1</sup> All references to recording information are to the real property records of Gunnison County, Colorado.

3. Notwithstanding any provision of the Original Covenants to the contrary, the Original Covenants as amended by this Amendment may be amended by the affirmative vote of a simple majority of the members of GR HOA.

Except as expressly set forth above, the Original Covenants remain in full force and effect. Nothing contained herein shall alter any limitations on the amount of assessments. Nothing contained herein shall be construed as an election to adopt the Colorado Common Interest Ownership Act.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation,  
Road and Recreation Association**

By: \_\_\_\_\_

Brad Burton, President

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.**

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Gunnison River Homeowners  
Association, Inc.

By: \_\_\_\_\_

\_\_\_\_\_, President

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ as President of Gunnison River Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**[OWNER SIGNATURES ON FOLLOWING PAGES]**

EXHIBIT K

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
WILDERNESS STREAMS FILING NO. 1 SUBDIVISION**

This Amendment to Declaration of Protective Covenants Wilderness Streams Filing No. 1 Subdivision (this “Amendment”) amends that certain Protective Covenants Castle Mountain Company Wilderness Streams Filings recorded at Reception No. 286761<sup>1</sup> as amended (the “Original Covenants”). This Amendment is adopted upon the affirmative vote in writing of 67% or more of the members of Castle Mt. Irrigation, Road, and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association (“CMIRRA”). This Amendment shall be indexed in the grantee’s index in the name of CMIRRA and in the name of Wilderness Streams One Homeowners Association, Inc. and in the grantor’s index in the name of CMIRRA, Wilderness Streams One Homeowners Association, Inc. and each of the individual owners that executed an approval as recorded herewith.

The property subject to the Original Covenants as amended by this Amendment shall be all real property included in the plat of Wilderness Streams Filing No. 1 recorded on September 7, 1971 at Reception No. 285761, excluding however any portions of the aforementioned that have been excluded by CMIRRA from CMIRRA by any previously recorded instrument but including any portions that have been added thereto (collectively, “Wilderness Streams Filing No. 1 Subdivision”).

The Original Covenants are amended as follows:

1. Any reference to “Castle Mt. Irrigation, Road, and Recreation Association” in the Original Covenants and any reference to “Castle Mt. Company” in the Original Covenants is hereby amended to be Wilderness Streams Filing No. 1 Homeowners Association, Inc (“WS1 HOA”). The name of the common interest community is Wilderness Streams Filing No. 1. Wilderness Streams Filing No. 1 is a planned community located in Gunnison County, Colorado. All of Wilderness Streams Filing No. 1 Subdivision is included in Wilderness Streams Filing No. 1.
2. The following is added:

The owner of any lot or tract of land in Wilderness Streams Filing No. 1 Subdivision shall be members of WS1 HOA. The ownership of each lot or tract shall include one vote in the affairs of WS1 HOA. There are 18 lots or tracts in Wilderness Streams Filing No. 1 Subdivision. The owner of a lot tract shall be responsible for 1/18<sup>th</sup> of all common expense assessments and liabilities of WS1 HOA. Notice to owners in Wilderness Streams Filing No. 1 Subdivision by WS1 HOA shall be mailed to owners at the most current address for the owner provided by the Gunnison County Assessor unless the owner has consented in writing to receiving notice by an alternate method.

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<sup>1</sup> All references to recorded documents are to documents recorded in the real property records of Gunnison County, Colorado.

3. Notwithstanding any provision of the Original Covenants to the contrary, the Original Covenants as amended by this Amendment may be amended by the affirmative vote of a simple majority of the members of WS1 HOA.

Except as expressly set forth above, the Original Covenants remain in full force and effect. Nothing contained herein shall alter any limitations on the amount of assessments. Nothing contained herein shall be construed as an election to adopt the Colorado Common Interest Ownership Act. WS1 Subdivision has less than 20 units, all of which are residential, and it is not subject to the Colorado Common Interest Ownership Act is not electing to be subject to the Colorado Common Interest Ownership Act.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation,  
Road and Recreation Association**

By: \_\_\_\_\_  
Brad Burton, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.** Witness my hand and official seal.  
My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Wilderness Streams Filing No. 1 Homeowners  
Association, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ as President of Wilderness Streams Filing No. 1 Homeowners  
Association, Inc.

Witness my hand and official seal.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**[OWNER SIGNATURES ON FOLLOWING PAGES]**

EXHIBIT L

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
WILDERNESS STREAMS FILING NO. 2 SUBDIVISION**

This Amendment to Declaration of Protective Covenants Wilderness Streams Filing No. 2 Subdivision (this “Amendment”) amends that certain Protective Covenants Castle Mountain Company Wilderness Streams Filing No. 2 recorded at Reception No. 291161<sup>1</sup> as amended (the “Original Covenants”). This Amendment is adopted upon the affirmative vote in writing of 67% or more of the members of Castle Mt. Irrigation, Road, and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association (“CMIRRA”). This Amendment shall be indexed in the grantee’s index in the name of CMIRRA and in the name of Wilderness Streams Two Homeowners Association, Inc. and in the grantor’s index in the name of CMIRRA, Wilderness Streams Two Homeowners Association, Inc. and each of the individual owners that executed an approval as recorded herewith.

The property subject to the Original Covenants as amended by this Amendment shall be all real property included in the plat of Wilderness Streams Filing No. 2 recorded on October 20, 1972 at Reception No. 291161, excluding however any portions of the aforementioned that have been excluded by CMIRRA from CMIRRA by any previously recorded instrument but including any portions that have been added thereto (collectively, “Wilderness Streams Two Subdivision”).

The Original Covenants are amended as follows:

1. Any reference to Castle Mt. Irrigation, Road, and Recreation Association in the Original Covenants is hereby amended to be Wilderness Streams Two Homeowners Association, Inc. (“WS2 HOA”). The name of the common interest community is Wilderness Streams Two. Wilderness Streams Two is a planned community located in Gunnison County, Colorado. All of Wilderness Streams Two Subdivision is included in Wilderness Streams Two.

2. The following shall be added:

The owners of any lot or tract of land in Wilderness Streams Two Subdivision shall be members of WS2 HOA. The ownership of each lot or tract shall include one vote in the affairs of WS2 HOA. There are 81 lots or tracts in Wilderness Streams Two. The owner of a lot tract shall be responsible for 1/81 of all common expense assessments and liabilities of WS2 HOA. Notice to owners in Wilderness Streams Two Subdivision by WS2 HOA shall be mailed to owners at the most current address for the owner provided by the Gunnison County Assessor unless the owner has consented in writing to receiving notice by an alternate method.

3. Covenant 18 of the Original Covenants is hereby deleted and replaced with the following:

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<sup>1</sup> All references to recording information are to the real property records of Gunnison County, Colorado.

The board of directors for Wilderness Streams Two Homeowners Association, Inc. will establish reasonable rules and regulations regarding fishing within the subdivision.

- 4. Notwithstanding any provision of the Original Covenants to the contrary, the Original Covenants as amended by this Amendment may be amended by the affirmative vote of 60% or more of the members of WS2 HOA.

Except as expressly set forth above, the Original Covenants remain in full force and effect. Nothing contained herein shall alter any limitations on the amount of assessments. Nothing contained herein shall be construed as an election to adopt the Colorado Common Interest Ownership Act.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**

By: \_\_\_\_\_  
Brad Burton, President  
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association.** Witness my hand and official seal. My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Wilderness Streams Two Homeowners Association, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_, President  
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as President of Wilderness Streams Two Homeowners Association, Inc. Witness my hand and official seal.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**[OWNER SIGNATURES ON FOLLOWING PAGES]**