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**FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE COTTONWOODS AT DALTON RANCH  
LA PLATA COUNTY, COLORADO**

**RECITALS**

**1. APPROVAL OF FIRST AMENDED AND RESTATED DECLARATION AND  
REPLACEMENT OF 2001 DECLARATION**

This First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Cottonwoods at Dalton Ranch, La Plata County, Colorado ("Amended Declaration") was approved by the affirmative vote or agreement of owners of units to which at least sixty-seven percent of the votes in the Cottonwoods at Dalton Ranch Homeowners Association are allocated pursuant to Section 11.1 of the Declaration of Protective Covenants, Conditions and Restrictions of the Cottonwoods at Dalton Ranch, La Plata County, Colorado recorded on November 29, 2001 under Reception No. 818375, La Plata County Clerk and Recorder (hereinafter "the 2001 Declaration") and C.R.S. § 38-33.3-217(1) and (4.5).

This Amended Declaration shall supersede and replace the 2001 Declaration.

**2. DESCRIPTION OF REAL ESTATE INCLUDED IN COTTONWOODS AT DALTON  
RANCH**

Lands included in the Cottonwoods at Dalton Ranch and which are subject to this Amended Declaration are located in La Plata County, Colorado, and are as described in the 2001 Declarations, to wit: The Cottonwoods at Dalton Ranch, Project No. 2001-171, the plat of which has been duly recorded in the office of the La Plata County Clerk and Recorder at Reception No. 818374, on the 29<sup>th</sup> day of November, 2001, except for Lot 35 which is specifically exempt (the "Property"). This Amended Declaration shall be effective on the date of recording with the La Plata County Clerk and Recorder.

**3. INTENT AND PURPOSE:**

The intent and purpose of this Amended Declaration is to enhance and protect the value, desirability, and attractiveness of the Cottonwoods at Dalton Ranch. This Amended Declaration shall run with title to any lot within the Property, shall bind all parties having or acquiring any right, title, or interest in the Property and shall inure to the benefit of each such owner of property within the Cottonwoods at Dalton Ranch. It is the intent of this Amended Declaration to support the free use and enjoyment of the lots within the Property, while protecting the property values of the other lot owners, and ensuring that the natural environment will be disturbed as little as possible.

**4. BINDING EFFECT**

By accepting a deed or acquiring any ownership interest in any lot within the Cottonwoods at Dalton Ranch, each lot owner, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of

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the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Amended Declaration or the Bylaws and Articles of Incorporation and any amendments thereto.

## **5. NAME OF THE HOMEOWNERS' ASSOCIATION.**

The name of the association which manages the business affairs, maintains the roads, and enforces the Declarations of the Cottonwoods at Dalton Ranch is the Cottonwoods at Dalton Ranch Homeowners' Association, a non-profit Colorado Corporation.

### **ARTICLE 1**

#### **DEFINITIONS**

The following terms used in this declaration shall have the definitions set forth below, which shall be applicable to this Amended Declaration, the Articles of Incorporation, Bylaws and any other document concerning The Cottonwoods at Dalton Ranch.

**Section 1.1** "Act" shall mean the Colorado Common Interest Ownership Act, §38-33.3-101 *et seq.*, C.R.S., which is in effect on the date of this Amended Declaration, together with any subsequent amendments to the Act which are expressly made applicable to existing Associations.

**Section 1.2** "Association" shall mean and refer to THE COTTONWOODS AT DALTON RANCH HOMEOWNERS ASSOCIATION, a Colorado non-profit corporation.

**Section 1.3** "Board" or "Board of Directors" shall mean the Board of Directors of the Cottonwoods at Dalton Ranch Homeowners Association, a Colorado nonprofit corporation.

**Section 1.4** "Common Expenses" means and includes expenses of administration, operation, maintenance, repair or replacement of the Common Space and any expenses declared Common Expenses by the provision of this Amended Declaration and the Bylaws of the Association.

**Section 1.5** "Common Space" shall mean and refer to all roads, easements, facilities or other real or personal property, including improvement thereon, conveyed to the Association or dedicated to the Association on the plat of the Subdivision. The term Common Space includes Open Space A, B and C as shown on the plat.

**Section 1.6** "Declarant" shall mean and refer to Cottonwoods LLC, a Colorado limited liability Company as Declarant in the 2001 Declaration.

**Section 1.7** "Lot" shall refer to any separately conveyed parcel within the Property which is subject to separate assessment and taxation by La Plata County, Colorado.

**Section 1.8** "Member" shall mean any person who is a member of the Association. Every person or entity who is an "Owner" shall automatically be a member of the Association.

**Section 1.9** "Mortgage" shall mean an encumbrance upon property securing a debt or obligation of the owner of the property and maybe in the form of a deed of trust, mortgage, a recorded contract of sale which the purchaser has a right to possession of a Lot, or other similar encumbrance.

**Section 1.10** "Mortgagee" shall mean the holder of a mortgage as defined herein and shall include the seller under a contract of sale under which the purchaser has a right to possession of a Lot.



**Section 1.11 "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple interest in a Lot including contract purchasers but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.12 "Plat"** shall mean the Plat of The Cottonwoods at Dalton Ranch, Project No. 2001171, as recorded in the official records of the La Plata County Clerk and Recorder's Office, and as thereafter amended or supplemented from time to time, together with all subsequent plats of subdivision for real property which are annexed to the Property.

**Section 1.13 "Property"** shall mean and refer to the real property which is subject to this Amended Declaration together with any additional real property made subject to this Amended Declaration by a Supplemental Declaration.

**Section 1.14 "Supplemental Declaration"** shall mean any declaration of covenants, conditions and restrictions or similar instrument annexing additional real property to the Property and subjecting such real property to this Amended Declaration.

**Section 1.15 "Unit"** for purposes of the Colorado Common Interest Ownership Act and this Amended Declaration, a unit consists of a Lot, together with the Owner's interest in the Association. Except where the context otherwise requires, all references to "Lot" shall be synonymous with "Unit".

## ARTICLE 2

### PROPERTY RIGHTS IN THE COMMON SPACE

**Section 2.1** Title to Common Space is in the Association, subject to easements, rights-of-way, special access permits, rights of usage, contractual agreements, covenants, restrictions, deeds of trust, and security interests of record.

**Section 2.2 Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Space which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Space;

(b) The right of the Association to restrict access to utility systems or portions thereof for the purpose of safety, security or operation and maintenance;

(c) The right of the Association to suspend the voting rights and rights to use of the Common Space of any Owner for any period during which the assessment against the Owner's Lot remains unpaid or for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to transfer all or any part of the Common Space to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such transfer shall be effective unless an instrument agreeing to such transfer signed by the Owners of at least 67% of the Lots has been recorded.



(e) The right of the Association to enter into agreements to dedicate, lease, or grant special easements, rights-of-way, or uses to private or public agencies for utilities or access for the general benefit of the Property.

**Section 2.3 Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Space and facilities to the Member or his family, his tenants, contract purchasers who reside on the Property, or to such other persons as may be permitted by the Association Bylaws.

**Section 2.4 Common Driveway.** Lots 11, 12 and 13 will share a common driveway extending from North Dalton Ranch Road through Lot 12 until the driveway crosses the open space area as shown on the plat, at which point separate driveways will provide access onto Lots 11 and 13. The owners of said Lots shall share equally in the expenses of maintaining the shared driveway. Maintenance shall include but not be limited to resurfacing and repairing the driveway and snow removal. In the event one or more owners fail to pay their share of the cost of maintaining the driveway, the Association may, at the request of the non-defaulting owner(s), collect the maintenance expense share in the manner provided herein for the collection of assessments. All assessment provisions concerning penalties and liens shall be applicable to such expenses.

### **ARTICLE 3**

#### **THE ASSOCIATION**

**Section 3.1 Authority.** The business affairs of the Cottonwoods at Dalton Ranch shall be managed by the Association. The Association shall be governed by its Articles of Incorporation and Bylaws, as amended from time to time and this Amended Declaration. Neither the Articles nor Bylaws of the Association shall be amended or otherwise changed or interpreted so as to be inconsistent with this Amended Declaration.

#### **Section 3.2 Powers.**

a) The Association shall have all the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Cottonwoods at Dalton Ranch.

b) The Association may assign its future income, including its rights to receive Common Expense assessments, only with the affirmative vote of the Unit Owners of Units to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose.

**Section 3.3 Membership.** Membership in the Association shall likewise be a covenant running with the land, and all Owners of Units in the Cottonwoods at Dalton Ranch shall be members of such Association, subject to the Articles of Incorporation, Bylaws and Rules and Regulations, as the same may from time to time be adopted and amended. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit; provided, however, that member may make written appointments of an agent or a written designation by proxy which shall allow such agent or delegate to cast votes on behalf of the member.

**Section 3.4 Voting Rights.** All Owners of Units shall be Members and the Owners of each Unit shall have one vote. When more than one person holds an ownership interest in a Unit, such persons may appoint one of the co-owners or a delegate to cast the vote for the Unit. Voting interests for any Unit shall not be divided among co-owners.



**Section 3.5 Managing Agent.** The Association may delegate any or all of its powers and duties to a managing agent, however, such delegation shall not relieve the Association of any responsibilities under this Amended Declaration. Any such delegation shall be in writing and may be terminated by either party upon reasonable notice. The Association may by contract employ independent contractors, professionals, employees or such other persons as it deems necessary to carry out its function.

**Section 3.6 Rules and Regulations.** The Association shall have the right to adopt and amend reasonable rules and regulations governing The Cottonwoods at Dalton Ranch. Any such rules and regulations shall be subject to the provisions of this Amended Declaration and shall not alter or amend this Amended Declaration. Violation of any such rules and regulations may be enjoined by the Association or any Owner and the provisions on collection in Section 4.9 and enforcement provisions in Article 8 shall apply.

**Section 3.7 Books and Records.** The Association shall keep complete records of the affairs of the Association, including receipts and expenditures. Each Owner and any mortgagee shall have the right to inspect and copy such records at reasonable times pursuant to the provisions of C.R.S. § 38-33.3-317 (2)(a).

**Section 3.8 Directors and Officers.** The management of the Association shall be vested in a Board of Directors of 5 to 7 members. The Board shall annually elect a President, Vice President, Treasurer and Secretary. The Bylaws of the Association shall set forth detailed provisions for directors and officers who shall have and may exercise such powers as may be conferred upon them by this Amended Declaration, the Act, the Articles of Incorporation, the Bylaws and the Colorado Nonprofit Corporation Act.

**Section 3.9 Notices.** Any notice required or permitted to be given pursuant to this Amended Declaration or in the normal course of the affairs of the Association, shall be sent to such Owner by first-class mail, postage prepaid or email, to the address of such Owner as shown in the Association's records. An Owner may by written notice to the Association sent in the same manner notify the Association of a different address. If more than one Owner owns a unit, any such notice may be addressed to all of such Owners and mailed in one envelope or emailed to the address shown in the Association's records. Until notice is given of a change of address for the Association, all notices to the Association shall be addressed to the President or Secretary of the Board of Directors at that time as reflected in the records of the Association.

#### ARTICLE 4

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

**Section 4.1 Creation of Lien and Personal Obligation for Assessments.** Each Owner of a Lot within the Property, by acceptance of a deed therefore whether or not it shall be so expressed therein or by acceptance of any other conveyance thereof (except a conveyance in connection with the establishment of a mortgage) shall be deemed to covenant and agree to pay to the Association:

- (a) Regular assessments or charges;
- (b) Special assessments for capital improvements or maintenance thereof;



- (c) Individual assessments in connection with Section 3.4 or an Owner's failure to perform the required maintenance or improvement of his Lot or an Owner's failure to comply with this Amended Declaration, all as is hereinafter described with more particularity.

The assessments, together with interest, costs and reasonable attorney fees, shall be a lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment was made.

**Section 4.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to pay the Common Expenses.

**Section 4.3 Regular Assessments.** The Association shall levy a regular assessment each year for the purpose of paying the Common Expenses. Such expenses shall include, but not be limited to, bookkeeping and billing, contract services, operating expenses for property owned or maintained by the Association (such as Open Space, mail boxes, roads and sidewalks, irrigation systems, gate and fences), insurance, taxes and other reasonable expenses necessary for the proper operation of the Association.

**Section 4.4 Special Assessments for Capital Improvements.** In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of paying in whole or in part the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting of the Association duly called for this purpose.

**Section 4.5 Special Individual Assessments for Maintenance of Property or Enforcement of the Declaration.** In the event that the Owner of any Lot shall fail to complete the improvements or maintain the premises and the improvements situated thereon in accordance with this Amended Declaration, the Board of Directors of the Association shall have the right, through its agents and employees, to enter upon said Lot and to complete, repair, maintain and restore the same, the exterior of the buildings and any other improvements erected thereon, including landscaping, in the manner contemplated by this Amended Declaration. The cost of such maintenance, construction, reconstruction or repair shall thereupon be an individual assessment to which said Lot is subject and shall be billed and collected in the manner provided for in this Amended Declaration and the Bylaws.

**Section 4.6 Allocation of Assessments.** All Assessments, excluding individual assessments, shall be evenly allocated among the Owners on the basis of the total number of Units. If additional units are annexed the allocation will be adjusted accordingly with each Unit, including the annexed Units, paying an equal share.

**Section 4.7 Due Date, Date of Commencement, and Termination of Assessments.** The regular assessments provided herein shall commence on such date as is specified in the Bylaws of the Association or in any Supplementary Declaration. The assessment shall be on a full calendar year basis with the first regular assessment being adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each calendar year, the Board of Directors of the Association shall fix the amount of the regular assessment against each Lot. Written notice of the regular assessment shall be sent to each Owner. The Board of Directors shall fix the regular and special assessments as well as establish the method of installment payments and the due dates for said assessments. Regular and special assessments shall be without limitation unless otherwise specified in this Amended Declaration.



**Section 4.8** Effect of Nonpayment of Assessments and Personal Liability of the Owner. Any assessment not paid within thirty (30) days after the due date shall become delinquent and shall bear interest from the due date at the rate established by the Board. The assessment, interest and any cost of collection thereof, including reasonable attorney fees, shall become a continuing lien on the Lot, pursuant to the Act. In addition, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred.

**Section 4.9** Collections of Delinquent Assessments. The Association may bring legal action against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property in the manner provided for by the Act and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owed, including any reasonable attorney's fees.

## **ARTICLE 5**

### **LAND USE PERMITTED STRUCTURES**

**Section 5.1** No Lot within the Property shall, at any time, be subdivided into a smaller lot, and no more than one primary residential structure shall at any time be erected on any such Lot. This restriction shall not be interpreted to prohibit a grant of easement for utilities, or creation of access and utility easements, subject to the other provisions of this Amended Declaration.

**Section 5.2** Each Owner shall, by accepting title to a Lot, be deemed to have waived any right to physical partition of any such Lot.

**Section 5.3** Notwithstanding the restrictions on re-subdivision set forth in this Article, such restrictions shall not prohibit boundary adjustments, lot consolidation or the establishment of emergency access for adjoining properties provided the same do not create additional units in the Property.

**Section 5.4** All Lots within the Property shall be used solely for single family residential purposes. No business or commercial building may be erected on any Lot and no business or commercial enterprise or other non-residential use may be conducted on any Lot.

**Section 5.5** The following structures and buildings shall be permitted on each Lot:

A. On Lots 1 through 37, single-family units, of not less than 1800 square feet of living area, with at least two garage spaces. The only other structures permitted shall be yard storage buildings and a guest house which complies with La Plata County Land Use Code requirements.

B. On Lots U-1 through U-29 single-family units of not less than 1200 square feet of living area.

**Section 5.6** No building or improvement shall be constructed in any area subject to any building site restrictions or setbacks as shown on the plat of the Property or required by any applicable county, state or federal regulations.

**Section 5.7** There is hereby established an Architectural Control Committee (the "Committee") which shall be responsible for the establishment and enforcement of reasonable aides, rules, regulations, design guidelines, architectural standards and review procedures ("Design Guidelines") relating to construction, maintenance and repairs of buildings, fences, driveways, water-scaping, landscaping, and other improvements, The Committee shall enact, amend, repeal or augment the Design Guidelines by



written instrument, which shall be available to any Owner or potential Owner upon request. The Design Guidelines are incorporated herein and shall be binding upon all Owners. The Committee shall consist of the Board of Directors of the Association.

**Section 5.8.** No Unit may be rented or leased for a period of less than fourteen (14) days. The Board may adopt and impose other Rental Policies regarding rentals of 14 days to 6 months to enhance and protect the value, desirability and attractiveness of the Cottonwoods at Dalton Ranch and to promote and ensure compliance with use restrictions and other obligations of Lot Owners set forth in this Amended Declaration. The Board may adopt and impose fines for each violation of this Section and Rental Policies after providing the Lot Owner with notice and an opportunity to be heard. Amounts of fines shall be determined by the Board and be reasonably calculated to promote compliance with this Section and Rental Policies. In addition, the Association may levy an additional regular assessment to those Owners who rent their Units for 14 days to 6 months in order that the entire Association does not bear the additional costs of administering rentals. This Section 5.8 does not apply to The Greens townhomes which have their own HOA rental rules and policies.

## ARTICLE 6

### HABITATION, VEGETATION AND COMMON SPACE MAINTENANCE

**Section 6.1** Fences shall be permitted; however, no lot shall be fenced in its entirety, nor shall fences be constructed so as to interfere with movement of wildlife or to interfere with the view of any owner. Fences shall be constructed in compliance with the Association's Design Guidelines and only after approval of the designated location of same by the Architectural Control Committee. All fencing shall be of open construction to permit views and shall consider the recommendations of Division of Wildlife. Perimeter fencing, except along the southern boundary of Lots 12 through 30 and the southwesterly boundaries of Lots U-1 through U-9 and the westerly boundaries of Open Space A and B, shall also be an exception to this provision. Fencing along the southern boundary of Lot 7 shall not exceed the height of the existing fencing on the adjoining property.

**Section 6.2** Trees, brush, and other vegetation shall be thinned around residences and dead or diseased vegetation removed to comply with Colorado State Forestry recommendations for mitigation of wildfire hazard.

**Section 6.3** Control of Canadian thistle, leafy spurge, and other noxious weeds shall be a joint responsibility of the Lot Owners and the Association. Owners shall keep their Lots free of such weeds. The Association shall keep Common Space and Open Space free of weeds. The Association may spray for weeds or use other weed control measures on Lots, Common Space and Open space as an Association expense.

**Section 6.4** The Association shall maintain all Common Space landscaping. Any dead or dying vegetation within the Common Space shall be replaced by the Association. Individual Lot Owners shall be responsible for maintaining and replacing any landscaping installed on a Lot as part of the landscaping plan and shall be responsible for any damage to Common Space landscaping. Landscaping not replaced by Lot Owners within 30 days after notification by the Association shall be replaced by the Association; with the cost thereof to be an assessment for abatement of a nuisance under Articles 7 and 8.

**Section 6.5** The Association shall maintain all roads and sidewalks within the Property. The Association shall also pay required sums for road maintenance to the North Dalton Homeowners



Association, Inc. pursuant to an agreement dated August 14, 2014 between North Dalton, the Cottonwoods and the Cove.

## ARTICLE 7

### RESTRICTIONS ON USE OF LOTS

**Section 7.1** All Lots, together with improvements constructed thereon, shall be kept at all times in a sanitary, healthful, safe and attractive condition. Buildings shall be kept in good repair and painted. Lots shall be landscaped, with Lot Owners to keep lawns, shrubs and trees watered and in attractive condition. Lots shall not be used for storage of materials and equipment except for normal residential requirements or temporary storage incidental to the construction of improvements thereon as permitted herein and in the Design Guidelines. In the event that an Owner fails to maintain his property in good repair and in a sanitary, safe and attractive condition, the same shall be deemed a nuisance subject to abatement pursuant to this Amended Declaration.

**Section 7.2** Each Owner may keep dogs and cats as pets. Dogs shall be kept on a leash or in pens, except when under the personal control of Owner. Owners will pick up and properly dispose of pet wastes. Dogs shall not be allowed to bark so as to annoy other Owners and shall be kept inside between the hours of 10:00 p.m. and 6:00 a.m. In no event shall any dog be allowed to run loose upon any other Lot or Commons Space in the Property. The keeping of wild animals as pets is prohibited.

**Section 7.3** The keeping of livestock, including but not limited to, horses and domestic animals is prohibited. Operation of a kennel or the breeding of domestic pets for profit is prohibited.

**Section 7.4** Use of floodlights, mercury or sodium vapor lights or equivalent high-intensity lighting or lighting which can be directed across lot lines is prohibited. All exterior lighting shall be shielded and indirect. Lighting which is triggered by an alarm or security system is not subject to these prohibitions.

**Section 7.5** No inoperable car shall be parked upon any Lot, Common Space or Open Space (including roadways) for a period longer than five (5) days, except in a garage or other enclosed structure.

**Section 7.6** Each Owner shall be liable for any damage caused by Owner, his family, guests, or invitees, to roads, sidewalks or any other facility, access or improvement maintained by the Association.

**Section 7.7** No signs, billboards, or advertising structures of any kind shall be erected or maintained on any Lot other than small "for sale" signs and signs permitted by the Design Guidelines.

**Section 7.8** Except with the consent of the Association, no trees or timber (excluding oak, cottonwood and sage brush) shall be cut from any Lot unless such cutting be required for construction of improvements on said Lot, to remove diseased trees, or for mitigation of wildfire hazard.

**Section 7.9** No Owner shall obstruct, interfere with, or allow the obstruction or interference with natural draining of irrigation water or rain water. Nothing herein shall be construed to prevent the necessary alteration of natural drainage for the purposes of construction of a dwelling or outbuildings; provided, however, that any such construction shall include adequate means of handling any such drainage. Any drainage alterations must be approved by the Architectural Control Committee.



**Section 7.10** Commercial use of any Lot is prohibited, except that each Owner may maintain an office in the home for personal use and may engage in home business activities which do not have any walk-in or customer traffic to the home, to the extent that such home occupations are permitted by applicable La Plata County planning regulations and codes. Operation of retail sales, service businesses, manufacturing, auto repair and the like are expressly prohibited.

**Section 7.11** Boats, motorhomes, travel or tent trailers, utility trailers, snowmobiles, jet skis, and other recreational vehicles or watercraft of whatever type and description may not be parked upon any Common Space or Lot, except within an enclosed garage or screened area approved by the Architectural Control Committee. The above may be parked in a driveway for a short period of time (with the specific period of time set by the Board and revised as needed) for the purpose of loading, unloading or routine maintenance.

**Section 7.12** Snowmobiles, ATV's, motorcycles, and the like, unless licensed as motor vehicles, shall not be operated within the Property. Golf carts, driven by a licensed driver, may be operated within the Property.

**Section 7.13** Use of Dalton Ranch Road through North Dalton Ranch for any construction traffic is strictly prohibited. The Association shall establish Rules and Regulations controlling such use including provisions requiring a construction deposit from each owner and fines for violators.

**Section 7.14** All trash, garbage, junk, animal waste, and other refuse may be kept only in suitable trash cans or other containers with hard sides and tops. At no time shall trash be placed outside for collection in plastic bags or other soft sided containers. Trash, garbage, junk, animal waste, or other refuse shall not be permitted to accumulate or collect on any Lot at any time. Every residence (single family or townhome) will own and be responsible for their own individual trash receptacles. Trash receptacles will be stored within an enclosed structure and can be left outside only on the day of trash pick-up.

**Section 7.15** There shall be no more than one solid fuel burning device per dwelling unit as provided by La Plata County regulations and codes.

## ARTICLE 8

### ENFORCEMENT; POWERS OF ASSOCIATION

**Section 8.1** Except as restricted by the Act or by this Amended Declaration, all powers of the Association shall be vested in a Board of Directors (under the Act, "Executive Board"), of five (5) to seven (7) members. All Directors shall be elected by majority vote of persons present, in person or by proxy, at a meeting of Owners called for that purpose. Cumulative voting shall not be allowed. In addition to any other insurance coverage authorized or required by the Act, the Association shall, if reasonably available, purchase errors and omissions and fidelity coverage for members of the Board and officers of the Association.

**Section 8.2** This Amended Declaration may be enforced by an Owner or by the Association, including without limitations the right to maintain an action for injunction, damages or both. In the event that litigation is brought for the purpose of enforcing this Amended Declaration or to recover liens for assessments or other charges levied by the Association pursuant to this Amended Declaration, the prevailing party shall be entitled to recover its costs, including all charges for witnesses, experts, or consultants, and reasonable attorney's fees.



**Section 8.3** The Association may exercise all powers conferred upon it by this Amended Declaration, together also with such powers as may be contained in the Act, the Articles of Incorporation and the Colorado Corporation Code, not reasonably inconsistent with the powers and purposes set forth in this Amended Declaration. Such powers shall include, but not be limited to, the following:

- A. The power to enforce, by litigation if necessary, all provisions of this Amended Declaration.
- B. The power to appoint an Architectural Control Committee or to act as same and to approve fence construction or other improvements as authorized by this Amended Declaration.
- C. The power to establish budgets and maintenance assessments and assessments for capital improvements and to place liens and take such other actions as shall be necessary for the collection of same.
- D. The power to adopt and amend reasonable Rules and Regulations, not inconsistent with this Amended Declaration, governing the use of Lots, the Common space or any other part of the Property. Such Rules shall include provisions for fines and penalties for violations.
- E. The power to maintain, repair and improve roads as shown on the plat, emergency access as shown on the plat, entrance sign and gate, common facilities, and other access and utility improvements, together with the power to make and enter into contracts for snow removal, repairs or improvements and weed control in conformance with requirements of applicable planning approvals and the requirements of any governmental agency with jurisdiction.
- F. The power to grant licenses or easements for use of access and utility easements as shown on the plat or described herein to any utility or adjoining land owner, together also with the power to allow connection to utility systems within the Property, subject to the following conditions:
  - 1. The person or person to whom such license is granted shall be responsible for all damage to roads or easements and restoration of landscaping, fences and improvements.
  - 2. All such licenses shall be revocable upon thirty (30) day notice by the Association; grants of easement or utility connection may be in perpetuity.
  - 3. The Association may prescribe the compensation to be paid for use of such easements of connection to utility systems; provided that no fee, other than reasonable inspection fees, shall be payable by an Owner.
  - 4. The power to grant the right to use easements and to connect to utility systems is exclusively reserved to the Association and shall not be exercised by any individual Lot Owner.
- G. The power to establish rules and regulations for the use of the entrance gate, road and access, common facilities, and utility easements with the Property.



**Section 8.4** The Association shall exercise the powers and duties as provided herein with respect to any real or personal property, including the Common Space, water rights, or water or sewer lines conveyed or dedicated to the Association by the 2001 Declaration and supplements and amendments thereto, separate conveyance, or the Plat.

## ARTICLE 9

### GENERAL PROVISIONS

**Section 9.1** Duration and amendment of this Amended Declaration shall be as set forth in the Act.

**Section 9.2** In the event that any provision of this Amended Declaration is deemed invalid or is declared to be invalid by any court of competent jurisdiction, such declaration shall not invalidate the remainder of such Covenants and Restrictions, and they shall remain in full force and effect.

**Section 9.3** To the fullest extent permitted by law, every Director and Officer of the Association, and the members of the Architectural Control Committee and other committees of the Association, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal or control over a member of the Board or the Architectural control committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise may in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association, or any settlement thereof, whether or not he is a director, officer, or member of the Design Review Committee or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer, director, member of the Architectural Control Committee, did to act, fail to act, or refuse to act willfully or with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

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IN WITNESS WHEREOF, the Association has on file written instruments signed by more than two-thirds of the Owners of lots within the Cottonwoods at Dalton Ranch, each lot entitled to one vote, approving, agreeing to and adopting this First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Cottonwoods at Dalton Ranch, La Plata County, Colorado, which is hereby declared to be in full force and effect as of the date set forth below.

Dated this 27<sup>th</sup> day of January, 2018.

Cottonwoods at Dalton Ranch Homeowners' Association,

By: Dave Potter

Dave Potter, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LAPLATA )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of Jan., 2018 by DAVE POTTER, President of Cottonwoods at Dalton Ranch Homeowners' Association.

Witness my hand and official seal.

My commission expires: 11.13.21

Mikayla Marie Charnley

Notary Public

**MIKAYLA MARIE CHARNLEY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174046746  
MY COMMISSION EXPIRES 11/13/2021**