

Handed out
By DAVE
10.29.05

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CORTINA RIDGE**

Declaration made this 26th day of October 1999 by Cortina Ridge, L.L.C., a Colorado limited liability company hereinafter called "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain unique parcel of mountain property located in Summit County, Colorado, and desires to create "Cortina Ridge," a planned subdivision, consisting of thirty residential sites with roads for the benefit of a common building scheme; and

WHEREAS, Declarant desires to protect and maintain the Property as a prime mountain residential area of the highest possible quality for the purpose of enhancing and protecting the value, desirability, and attractiveness of Cortina Ridge; and

WHEREAS, Declarant has deemed it necessary and desirable, for the welfare of the residents of Cortina Ridge and the preservation of its values, to subject said real property to the covenants, restrictions, easements, charges, assessments, and liens hereinafter set forth, which covenants, restrictions easements, charges, assessments, and liens shall be burdens and benefits to Declarant and the Owners of Sites (as hereafter defined), and their respective successors, heirs, executors, administrators, devisees, grantees, or assigns;

NOW THEREFORE, Declarant hereby declares that Cortina Ridge shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

Article 1. Property Affected:

**These covenants are made applicable to all land in:
Cortina Ridge, Filing No.1 and No. 2, Summit County, Colorado (two-thirds or more of the owners agreeing)**



Article 2. **Definition of Terms:**

- a. "**Declarant**" means Cortina Ridge, L.L.C., a Colorado limited liability company, its successors and assigns.
- b. "**Building Site**" shall mean any lot or site subject to the terms and conditions of these Protective Covenants.
- c. "**Improvements**" shall mean and include a single-family dwelling, outbuildings, fences, masonry walls, hedges, mass plantings and other useful appurtenances now common to dwelling usage, or common thereto during the existence of these Protective Covenants.
- d. "**Subdivision**" shall mean; Cortina Ridge, Filing No. 1 and No. 2, Summit County, Colorado.
- e. "**Association**" shall mean the Cortina Ridge Property Owners Association, Inc.
- f. "**Owner**" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any building site which is located in the subdivision, but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation including a mortgage or beneficiary under a deed of trust, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

Article 3. **Cortina Ridge Owners Association, Inc.:**

- a. **Formation:**
The Cortina Ridge Property Owners Association, Inc. ("Association") is hereby adopted as the entity that will handle the administration and enforcement aspects of the Subdivision and it shall be governed by this Declaration, its Articles of Incorporation, and its Bylaws.
- b. **General Purpose and Powers:**
The Association, through its Board of Directors, shall perform functions as provided in this Declaration, its Articles of Incorporation, and its Bylaws so as to further the interests of owners of property in the Subdivision. It shall have all powers necessary to exercise architectural and landscaping control, preserve water and other resources, negotiate as necessary for improved or expanded services and to preserve the intrinsic and natural beauty of the land.
- c. **Board of Directors:**
The affairs of the Association shall be managed by the Board of Directors which may by resolution delegate any portion of its authority to an executive committee, or to a director for the Association. The composition of the Board, the specific number and term of office, and the method of election shall be controlled as set forth from time to time in the Bylaws.
- d. **Membership:**
The owner of a lot in the Subdivision shall automatically become a member of the Association. Said membership is appurtenant to the lot of said owner and the ownership of the membership in the Association shall automatically pass with fee simple title to the lot. Each owner shall automatically be entitled to the benefits and be subject to the burdens relating to the membership for his lot. If fee simple title to a lot is held by more than one person, each owner of a lot shall be a member of the Association.

e. Voting of Owners:

At any meeting of the Association, each owner shall be entitled to cast no more than one (1) vote for each lot owned as shown on the subdivision plat. Where there is more than one record owner of a lot (co-owners), all of those co-owners shall be members and may attend any meeting of the Association, but only one of those co-owners shall be entitled to exercise the single vote to which the lot is entitled. Co-owners of a lot shall from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each lot shall be exercised, if at all, as a unit. Where no voting for the lot shall be exercised as the co-owners owning the majority interests in the lot mutually agree. No vote shall be cast for any lot if no voting representative has been designated and the co-owners present in person or by proxy do not own a majority interest in such lot. All agreements and determinations lawfully made by the Association in accordance with the voting procedure established herein, or in the Bylaws of the Association, shall be deemed to be binding on all lot owners, their successors and assigns.

f. Bylaws and Articles:

The purposes and powers of the Association and the rights and obligations with respect to owners set forth in this Declaration may and shall be amplified by provisions of the Articles, and Bylaws of the Association. In the event of conflict of other documents with these declarations or provisions within the documents, the conflict shall be resolved as provided in the Bylaws.

g. Compensation:

No member of the Association shall be entitled to any compensation for services rendered to the Association.

h. Non-Liability and Indemnification:

No member of the Board or any other director, officer, employee or agent of the Association shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such person's acts or omissions within what such person reasonably believed to be the scope of his Association duties, except to the extent that such injuries or damage result from such person's willful or malicious misconduct.

Article 4. Subdivision of Lots:

a. No Resubdivision:

No Building Site described on the recorded plat of Cortina Ridge shall ever be resubdivided into smaller Building Sites nor conveyed or encumbered in any less than the full original dimensions as shown on said recorded plat; provided, however, that conveyances or dedications of easements for utilities may be made for less than all of one Building Site.

b. Combining Building Sites:

If two or more contiguous Building Sites are owned by the same owner or owners, they may be combined into one or more larger residential Building Sites by means of a written document executed and acknowledged by all of the Owners thereof, approved by the Board, and recorded in the real property records of Summit County, Colorado. Thereafter, the new and larger Building Site or Sites shall each be considered as one Building Site for the purposes of the covenants.

Article 5. **Land Uses:**

a. **Structure:**

Reference Section 1.1 under Planned Unit Development (PUD) regulations.

b. **Density and Square Footage**

Each residential structure shall be a minimum of 2,500 square feet and a maximum of 7,000 square feet of enclosed floor area including basements and garages. The garages cannot exceed 33% of the total square footage of the structure up to 1,000 square feet maximum.

Each Lot is required to have a two car garage minimum.

c. **Continuity of Construction:**

All improvements commenced in the Subdivision shall be prosecuted diligently to completion in accordance with the plans and specifications which have been submitted to the Design Review Board and shall be completed and a Certificate of Occupancy obtained within 18 months of commencement unless some exception is granted.

d. **Temporary Structure:**

No temporary structure, excavation, basement, trailer or tent shall be permitted in the Subdivision, except as may be determined necessary during construction and specifically authorized in writing by the Association through the Design Review Board.

e. **Landscaping:**

All surface areas disturbed by construction shall be returned promptly to their natural condition and revegetated by replanting in native grasses, or by other landscaping approved by the Committee.

f. **Infested Trees:**

The Board of Directors of the Association shall have the power to contract with the Colorado State Forest Service, the United States Forest Service or an independent contractor in order to identify any pest or disease that may be infecting trees or shrubbery in the Subdivision. The entity employed under this provision may be authorized, during regular business hours, to enter any lot for purposes of identifying infested trees or shrubbery. If an infestation is discovered, the owner will be given a notice, including a definition of the problem, proper corrective action, and adequate time to correct the problem. If the owner fails to correct the problem, within the specified time, the Board of Directors may:

1. Initiate action prescribed under the Pest Control Act, C.R.S. #35-4-101 et seq. And any subsequent revisions or amendments of that statute for the removal of the diseased or infested trees.

2. Have the trees treated or removed and Impose a special assessment on owner for this service.

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g. Signs:

Permanent signs shall be restricted to those, affixed to the building, used to identify the street number (required) and occupants (optional). There shall be no free standing permanent signs in the Subdivision. Temporary signs advertising property for sale or rent shall be permitted as long as they are of the type commonly used by Realtors in Summit County.

h. Set Backs and Building Envelopes:

Lot 1 to Lot 20 shall have 25' - 0" setbacks on all sides.

Lot 21 to Lot 30 shall have building envelopes as defined on the subdivision plat.

All building construction, including roof overhangs and building projections decks, patios and sidewalks shall be located within required setbacks or envelopes.

i. Trash:

No trash, ashes, slash or other refuse shall be thrown or dumped on any land within the Subdivision. There shall be no burning of trash or refuse out of doors. Because of the close proximity to wildlife, all trash shall be contained within the garage or in enclosed, secured, covered containers not visible to the public except on collection days.

j. Animals:

No animals or poultry of any kind, other than house pets for household enjoyment and not for commercial purposes shall be kept or maintained on any building site. (Strongly encourage limit of pets per household) Dogs, cats and other pets for household enjoyment shall not be allowed to run loose within the subdivision without the owner being present.

k. Mining:

Mining or quarrying operations of any kind shall not be permitted upon or in any land within the Subdivision, nor shall tunnels, mineral excavations or shafts be permitted upon or in any of the land covered by this Declaration.

l. Tanks:

No elevated tanks of any kind shall be permitted on a building site. Any tank for use in conjunction with any residence on the lots, including tanks for storage of LP gas or fuel oil must be buried or kept screened so as to conceal them from views from neighboring building sites or roads. No tanks for the storage of gasoline, or diesel fuel shall be permitted.

m. Vehicles:

Vehicles not currently registered, not operable, not in driving condition, or abandoned cannot be parked or stored in public view. Earth-moving equipment or vehicles of a similar nature are permitted on the building site only during the construction of the residential dwelling on that site.

n. Recreational Vehicles:

Motorhomes, boat trailers, snowmobile trailers and all other recreational vehicles may be parked on an owner's building site directly adjacent to their home so long as they do not interfere with, or restrict, the view from surrounding owners' building sites. Parking areas for RV storage shall be within setbacks or envelopes.

o. Water and Sewer:

Each house on a building site shall connect with the community sanitary sewer and water facilities which may then exist to serve said lot. No individual sewage disposal systems or private wells shall be allowed.

Article 6. Violations:

Any violations of the land uses described in this Declaration listed in Article 5, (a) through (o) shall be reported to the Board of Directors of the Association. If, in the opinion of the majority of the members of the Board of Directors or designated committee a violation is found to exist, notice of the violation will be mailed to the owner. If the owner declines to correct the violation, the owner shall be subject to the enforcement proceedings detailed in Article 12 hereof.

Article 7. Design Review Board:

The Design Review Board shall be composed of three members appointed by the Board of Directors of Cortina Ridge Property Owners Association, Inc. The purpose of the Design Review Board shall be to exercise architectural control of new residential structures in the Subdivision, pursuant to the standards and the manner set out in Article 8 hereof. A majority vote shall control.

Article 8. Architectural Approval:

No improvement shall be commenced, constructed, erected or maintained, placed or altered on any building site until the building plans and landscaping plans (including plot plans and specifications) and sufficient description for each proposed improvement have been in each instance submitted to the Design Review Board and approved by the Design Review Board in writing; such approval to cover conformity and harmony of external design of the proposed improvement; the location thereof in relation to lot lines, topography and grades; and the location and character and method of utilization of all utilities. In passing upon the plans and specifications the Design Review Board shall consider the suitability of the improvement and of the materials as related to the building site involved, the nature of adjacent and neighboring improvements, the quality of the materials to be utilized and the effect of any proposed improvement upon the outlook, value and aesthetic quality of neighboring properties.

The use of "manufactured", modular or factory produced structures is strictly prohibited. The Design Review Board shall review, study, and approve or reject proposed improvements upon the building site subject to the Covenants and Restrictions. The Design Review Board agrees to use reasonable judgement in passing upon such submitted plans, but shall not be liable to any owner for its decisions, actions, or failure or actions in connection with submitted plans and descriptions, unless it shall be shown that the Design Review Board acted with malice or wrongful intent. Approval of any plans, specifications and other matters having been previously approved by the Design Review Board shall not be subject to further review by any subsequent Design Review Board. If the Design Review Board fails to approve or disapprove the submitted plans in any instance within twenty-one (21) days after the plans have been submitted to it, the approval of the Design Review Board shall be presumed.

Any decision of the Design Review Board may be appealed by the owner to the Board of Directors of the Association. Any owner desiring to appeal any decision of the Design Review Board must submit a written notice of appeal within thirty (30) days after receiving written notice of the decision of the Design Review Board which they desire to appeal. The Board of Directors of the Association will consider the matter at their next regularly scheduled meeting (or within 30 days, whichever is sooner) and their decision will be final and binding on both the Design Review Board and the Owner.

Article 9. **Easements:**

Easements are hereby reserved as described in the recorded plats of the Subdivision. The easements so reserved are for utility purposes which include, but are not limited to, electrical, gas, telephone, water, sewer and other similar lines or services.

Article 10. **Effect and Duration of Covenants:**

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall be for the benefit of and binding upon all of the property in the Subdivision effected by this Declaration and each owner of property therein, his successors, representatives and assigns, and shall continue in force and effect for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless sooner amended as herein provided.

Article 11. **Amendment:**

This Declaration may be amended by an instrument signed by the Owners of not less than 75% of the lots in the Subdivision.

Article 12. **Enforcement:**

If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the persons violating or threatening to violate them, and to recover damages, actual or punitive, for such violations. Any person who is found to be in violation of these covenants by a court of competent jurisdiction shall be liable for reasonable attorneys fees and costs incurred by the Association or owner who has prevailed in seeking enforcement of the covenants contained in this Declaration.

Article 13. **Severability:**

Invalidation of any one of the provisions of this instrument by Judgment or Court Order or Decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Article 14. **Execution In Counterparts:**

Each owner may sign this Amendment in counterparts and it is understood and agreed that each such signature and notary acknowledgment of owner will be attached to the original of this document for recording.

Article 12 Enforcement:

If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the persons violating or threatening to violate them, and to recover damages, actual or punitive, for such violations. Any person who is found to be in violation of these covenants by a court of competent jurisdiction shall be liable for reasonable attorneys fees and costs incurred by the Association or owner who has prevailed in seeking enforcement of the covenants contained in this Declaration.

Article 13 Severability:

Invalidation of any one of the provisions of this instrument by Judgment or Court Order or Decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Article 14 Execution in Counterparts:

Each owner may sign this Amendment in counterparts and it is understood and agreed that each such signature and notary acknowledgment of owner will be attached to the original of this document for recording.

IN WITNESS WHEREOF CORTINA RIDGE, L.L.C. has caused this instrument to be executed this 26th day of October, 1999.

CORTINA RIDGE, L.L.C.
By: *Robert T. Lawrence*
Robert T. Lawrence, Manager

Pennsylvania
STATE OF ~~COLORADO~~
Carbon
COUNTY OF ~~SUMMIT~~

The foregoing instrument was acknowledged before me this 26th day of October, 1999 by Robert T. Lawrence.

My commission expires 1-15-2002
Witness my hand and official seal.

Jane F. Engler
Notary Public

