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JEFFERSON COUNTY, Colorado

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**DECLARATION of PROTECTIVE COVENANTS,
BYLAWS, CONDITIONS and RESTRICTIONS for
EVERGREEN SPRINGS SUBDIVISION**

1-13

REVISION LOG

- Revision (1) Add wording: ..."to be constructed on site (pre-fabricated or modular buildings are specifically prohibited)" ... to Section VI, Paragraph 6.3.
Revised 12/4/15
NOTE: This revision supersedes and replaces in its entirety the Covenants recorded on March 14, 2002, Instrument Number F1444652.

NO ATTACHMENT

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**DECLARATION of PROTECTIVE COVENANTS
BYLAWS, CONDITIONS and RESTRICTIONS
for EVERGREEN SPRINGS SUBDIVISION**

THIS DECLARATION of PROTECTIVE COVENANTS, BYLAWS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into on March 18, 2002 by developer and Owner William Case Dudley (herein called "Declarant").

WHEREAS Declarant is the recorded owner of a parcel of real property situated in Jefferson County, Colorado, known as Evergreen Springs, more particularly described in Exhibit A, attached hereto and, by this reference incorporated (herein called "the Property").

WHEREAS, Declarant desires that the Property developed shall be in accordance as an exclusive gated community of high standards through the granting of specific rights, privileges/easements for a subdivision to be known as "Evergreen Springs".

THEREFORE, to further the general purposes herein expressed, the Declarant, for himself, his successors and assigns, hereby declares that all of the Property shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, bylaws conditions and restrictions contained herein. Unless changed by the HomeOwners Association upon voting by a majority vote of 80% at their bi-annual homeowners meeting(s) initially the first week of May and first week of November and continually with each successive year as long as the association is in its existence. (See Section II MEMBERSHIPS AND VOTING).

**I
DEFINITIONS**

The following words, phrases or terms used in this Declaration shall have the following meanings:

(a) "Annual Assessment" shall mean the charges assessed each year for each Lot rendered by the expenses for the maintenance of the subdivision and levied on each Lot pursuant to Section 4.2.

Each Lot shall be subjected to one-tenth of the entire assessment for these "Common Expenses". (See 1 (e) below)

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(b) "Association" shall mean the Evergreen Springs Property Owners Association/Home Owner's Association that shall administer and enforce the covenants and to exercise the rights, powers and the duties set forth in this Declaration, its successors and assigns.

(c) "Board" shall mean the Board of Directors of the Association that has been voted upon by the Lot owners of the subdivision.

(d) "Committee" shall mean Design Review Committee, initially the Declarant until all lots have been built upon or until Declarant has surrendered or assigned same.

(e) "Common Expenses" shall be dues for snow removal of community roads, as well as the upkeep for same and for maintaining of community appurtenances including but not limited to: culverts, community fence, gates and utilities and water expenses as defined in Sec. 9.4.

"Common Expenses" may include insurance if necessary should the HomeOwner's Association elect to vote for other appurtenances within the subdivision.

(f) "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and for fines, penalties and collection costs incurred in connection with delinquent assessments pursuant to Section 4.5.

II MEMBERSHIPS AND VOTING

2.1 MEMBERS. Every Owner of each Lot shall be subject to assessment for one-tenth of homeowners association dues and shall be a Member of the Association. Each Lot Owner is entitled to one vote in the HomeOwner's Association as long as dues are paid and are current. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot and any such transfer shall automatically transfer the membership appurtenant to said Lot Owner thereof.

2.2 DECLARANT. "Declarant" shall mean William Case Dudley, his successor or assigns.

2.3 VOTING. Voting may be performed by mail/by proxy.

III ASSOCIATION

3.1 **FORMATION OF ASSOCIATION.** The Association shall be responsible for the duties and invested with the powers prescribed by law as set forth in its articles and bylaws of this Declaration. Neither the articles nor bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 **BOARD OF DIRECTORS AND OFFICERS.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the articles and bylaws of the Association as the same may be amended from time to time. The initial Board shall be the Declarant until Declarant composes two additional members/lot owners who shall be elected for the common interest of all Owners of sites in the subdivision. The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association.

3.3 **AMENDMENT TO BYLAWS, COVENANTS and RESTRICTIONS** as set forth herein, may be changed by the property owners with a vote of 80% or more. However, property owners are subject to comply with rules and regulations set forth for the subdivision as outlined by Jefferson County in the Official Development Plan. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to construct or alter Improvements on the property for the purpose of maintenance or enhancement for roads, gates, fences, drainages and to comply with State requirements for the decreed water rights. (Ref. Division 1 Water Court Case No. 94CW141)

3.4 **PERSONAL LIABILITY.** Neither Declarant nor any member of the Board, officer, manager or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

IV ASSESSMENTS

4.1 **PURPOSE OF ASSESSMENTS.** The purpose of Assessments is to ascertain costs incurred or those that shall incur for the successive year(s) so that a surplus for costs of maintenance of the Evergreen Springs Subdivision shall be held in the Association's account so as not to incur the possibility of a lien that would burden all Property Owners.

4.2 MONTHLY ASSESSMENTS. Commencing with the first property conveyed a monthly assessment of \$72.00 shall be charged for each property owner of the subdivision with an escrow of one month in advance, however; only fifty percent (50%) of the annual assessment shall be charged to Lot Owners so long as the Lot owned by them is undeveloped.

Homeowner's association dues shall be prorated on a 30-day month upon transfer of ownership. Payments are paid quarterly for each year unless re-established by the Board.

4.3 UNIFORM RATE OF ASSESSMENT. Annual Assessments shall be fixed at a uniform rate for all developed Lots. A lot shall not be considered developed until the foundation or leach field excavation commences. Driveway excavation and drilling of a well shall not constitute a developed lot. Annual Assessments shall be fixed at a uniform rate (see para 4.2 MONTHLY ASSESSMENTS) for all undeveloped Lots for the first 24 months following the conveyance of the first lot, after which time all lot assessments shall be the same.

4.4 ESTABLISHMENT OF ANNUAL ASSESSMENT PERIOD. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty days in advance of the end of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. It is the responsibility of all property owners to notify the Home Owners Association of their correct mailing address. The owner shall be responsible for payment of the Annual Assessment. Should non-payment occur, this may constitute a lien on the property that will be superior to all other liens. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

4.5 EFFECT OF NONPAYMENT. Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and shall bear interest at the rate of 18% from thirty days after the due date until paid, and the Member shall be liable for all costs, including attorney's fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge against any Lot as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Board, set forth the amount of the unpaid assessment, the name of the delinquent Owner and a description of the Lot. The Board may establish a fixed fee to reimburse the Association for the Association's reasonable cost in recording such Notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment, or foreclose the lien against said Owner's Lot. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his Lot.

V
MAINTENANCE

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5.1 AREAS. Evergreen Springs Homeowners Association dues are formed with the intention to comply with Jefferson County and State of Colorado requirements for said subdivision along with its accesses which include: road maintenance, snow removal, upkeep and operational costs of community gates and fencing, repairs and replacements of same, as well as professional fees for accounting and legal matters; as well as insurance(s) as specified below in paragraph 5.6 INSURANCE.

5.2 ASSESSMENT OF CERTAIN COSTS. In the event that the need for maintenance or repair of the "Area" and other areas maintained by the Association is caused through the willful or negligent act of any Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Maintenance Charge to which such Owner's Lot's subject and shall be secured by the Assessment Lien.

5.3 IMPROPER MAINTENANCE. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the subdivision which are substantially affected thereby or related thereto, including fire hazard, or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event any Member is failing to perform any of their obligations under this Declaration or the architectural guidelines and standards of the Design Review Committee, the Board may resolve a finding to such effect, specifying the particular Condition or conditions which exist, and pursuant thereto give notice thereof to the offending Member that unless corrective action is taken within 30 days, the Board may cause such action to be taken at said Owner's expense. If, at the expiration of said 30-day period, the requisite corrective action has not been taken, the Board may be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Maintenance Charge and shall be secured by the Assessment Lien.

5.4 ENTRANCE. The Association, or its duly delegated representative, shall maintain and otherwise manage the Evergreen Springs Entry gate and entry area(s). The Board shall be the sole judge as to the appropriate maintenance and upkeep of these areas in accordance with Jefferson County's designated rules for the subdivision.

5.5 ROADS. A neighborhood walking path is attached to Evergreen Springs Road. Automobile speed limit shall not exceed 20 miles per hour. The Association shall provide control over vehicular access through the subdivision that is not intended for commercial traffic but for the residents and guests of Evergreen Springs.

5.6 INSURANCE. The Association shall obtain in its name and keep in full force and effect at all times, insurance policies for casualty and public liability and other insurance policies as it deems necessary.

5.7 GENERAL LIABILITY INSURANCE. All Lot Owners will be responsible for their builders & subcontractors having adequate general liability insurance at all times. A copy of which is required and to be accepted by the Architectural Control Committee / or Declarant / Developer before any work is performed on any property in Evergreen Springs. 1

It is expressly understood that the Owner of the Property will be responsible for any damages to the subdivision, its appurtenances and roads and shall prohibit construction equipment within the subdivision that may cause damage such as but not limited to: end dump trucks and concrete trucks over 8 (eight) cubic yards.

VI ARCHITECTURE

6.1 TEMPORARY OCCUPANCY AND TEMPORARY BUILDINGS. No mobile home, trailer, basement of any incomplete building, tent, shack, garage or barn, temporary buildings or structures of any kind, shall be used at any time for a residence. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction. The foregoing covenant shall not apply to Declarant's or his agent(s)' real estate sales office or storage for equipment needed to maintain the subdivision or for safety reasons determined by the Declarant.

6.2 ARCHITECTURAL CONTROL. No building, fence, wall, other structure or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and topography by the Design Review Committee.

be used

6.3 RESIDENTIAL USE. Lots within the subdivision are to be used as one single family dwelling to be constructed on site (pre-fabricated or modular buildings are specifically prohibited) of not less than 2800 square feet finished with exterior finishes of stucco, stone or brick with minimal wood siding. Any variance of these guidelines however, may be changed with Declarant's written approval. All house plans and improvements shall be drawn by a professional architect and are subject to review and approval of the Design Review Committee or in agreement with Declarant's approved Association of Builders for the subdivision. Color of paint or stain is also subject to approval. Height of home and placement of well and septic (system and design) shall be included for review. Professional in-home offices are allowed subject to said Committee approval. Deliveries or visits of a professional nature shall not exceed four trips per day. No room in any structure shall be used for living or sleeping purposes by more persons than it was designed to accommodate comfortably. Only one septic system is allowed per lot and all wells are for in-house use. Parking on the roads is prohibited. Campers, RV's,

boats, motorcycles, gardening equipment and snowplows should be stored out of view from roadways when not in use. Any fencing or signage is subject to Design Review Committee approval, except for Declarant's or Delarant's agent(s) marketing use or for safety reasons determined by the Declarant.

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Any decision of the Design Review Committee shall be made within 30 days after receipt by the Committee of all materials required and design plans, unless mutually agreed upon in writing. Any request for approval shall be deemed approved unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Committee within 30 days after the date of receipt by the Committee.

Declarant reserves the right to charge a nominal fee should house plans need further review by an expert(s) of his choosing.

No Noxious or Hazardous activity shall be carried on upon any Property that may become a nuisance, cause disturbances or significant annoyance to other Evergreen Springs homeowners. Trash shall be kept in a covered container at all times and such container kept in an enclosed structure.

VII ANIMALS

7.1 HORSES. A Maximum of 2 horses may be allowed for any designated lot owners (a maximum of eight in entirety) within the subdivision providing water usage is obtained by the Declarant. (See Sec. 10.5)

Storage of these animals will be subject to the Design Review Committee approval. Maintenance of corrals, stables, barns and fencing shall be performed on a regular basis so as not to create a nuisance with respect to visual impact, odors, or insects. Performance of same is critical to allow transfer of "horse property". Water for horses shall be leased yearly with renewable yearly leases from the Declarant.

7.2 OUTDOOR ANIMALS. A maximum of two dogs and two cats may be allowed per site; animals MUST be controlled within property owners lot by Committee approved invisible fence, kennel, or similar control device. The maximum area for invisible fence confinement shall not exceed one and one-half(1 1/2) acres. Other outdoor pets must be approved by the Board. Dogs barking and disturbing other homeowners and wildlife will not be tolerated. Dogs barking after 9:00 p.m through 9:00 am. may be considered a nuisance and a fine may be levied by the Association for continual disturbance. The Association reserves the right to proceed with removal of the nuisance should it become an ongoing occurrence.

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7.3 HOUSEHOLD PETS shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet Owner or such Owner's representative. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet. The Board shall have the right, but not the obligation, to adopt and issue standards and requirements regarding the keeping, boarding and maintenance of animals in the community, provided that any such standards and requirements are consistent with the Official Development Plan filed with the County and this Declaration.

7.4 PROHIBITED. Livestock and barnyard animals shall not be permitted. This includes but is not limited to cattle, sheep, pigs, chickens, goats, donkeys, or mules. Animals kept for any commercial purposes shall similarly be prohibited unless approved by the Board.

VIII SURFACE AREAS

8.1 DRAINAGE. There shall be no interference with the established drainage patterns or springs nor shall a drainage be newly established that might interfere with a neighbor's livelihood or interfere with road maintenance or cause significant soil erosion or affect the augmentation pond.

8.2 WATER RIGHTS. There shall be no interference with the Declarant's water rights. (Ref. Division 1 Water Court Case No. 94CW141)

8.3 NO PARTITION. No Owner shall have the right to partition or seek partition of the Association properties or any part thereof.

8.4 OWNER'S RIGHT TO LEASE LOT: Each Owner of a Lot shall have the right to lease that Owner's Lot provided that: (a) all leases shall be in writing; (b) all leases shall be for a Lot owner of Evergreen Springs Subdivision.

8.5 MINING OR DRILLING is not allowed except for uses of a household well.

8.6 ANTENNAES or satellite dishes shall be subject to approval of the Architectural Review/Control Committee so as not to interfere with an adjoining property owner's visual enjoyment from their respective property.

IX
ASSESSMENTS, BUDGETS AND FUNDS

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9.1 ASSOCIATION FUNDS TO BE ESTABLISHED: The Association shall establish and maintain the following separate Association Funds: (a) an "Operating Fund"; and (b) a "Reserve Fund" . The Association Funds shall be established as one or more trust savings or trust checking accounts at any financial institution in which deposits are insured by an agency of the federal government.

9.2 ESTABLISHMENT OF OTHER FUNDS: The Association may establish other funds as and when needed. Nothing herein shall limit, preclude or impair the authority of the Association to establish other funds for specified purposes authorized by this Declaration. If the Association establishes any additional funds, the Board shall designate an appropriate title for the fund to distinguish it from other Association funds.

9.3 DEPOSIT OF COMMON ASSESSMENTS TO ASSOCIATION FUNDS. Monies received by the Association from Common Assessments shall be deposited in the Association Funds in accordance with the following provisions: (a) there shall be deposited to the Operating Fund that portion of the Common Assessments which, according to the Association Budget for the year, was budgeted for operating costs and expenses relating to or arising from the performance of Administrative Functions by the Association; and (b) there shall be deposited to the Reserve Fund that portion of the Common Assessments which was budgeted for capital repairs, replacements and improvements.

9.4 OTHER DEPOSITS TO ASSOCIATION FUNDS. The Association shall deposit monies received by the Association from sources other than Common Assessments in the Association Fund determined by the Board of Directors to be most appropriate. For example, Reimbursement Assessments shall be deposited to the Association Fund from which the costs and expenses that form the basis for the Reimbursement Assessments were or will be paid and Special Assessments for capital repairs, maintenance, replacements and Improvements shall be deposited to the Reserve Fund from which such capital costs have been or will be paid.

Interest and late charges received on account of delinquent assessments may be allocated among the Association Funds in the same proportions as the delinquent assessments were allocated or, at the discretion of the Board of Directors, may be allocated to any one or more of the Association Funds or other funds.

9.5 DISBURSEMENTS FROM ASSOCIATION FUNDS. All amounts deposited in the Association Funds shall be used solely for the common benefit of all the Members for purposes authorized by this Declaration. Disbursements from particular Association Funds shall be limited to specified purposes as follows: (a) disbursements from the Operating Fund may be made for such purposes as are necessary or proper under this Declaration, except those purposes for which disbursements are to be made from other Association Funds; and (b) disbursements from the Reserve Fund shall be made solely for purposes of funding those Administrative Functions which cannot be expected to recur on an annual or more frequent basis.

9.6 AUTHORITY FOR DISBURSEMENTS. The Board shall have the authority to make or to authorize an agent to make disbursements of any monies to or from any Association Fund.

9.7 COMMON ASSESSMENTS. For each calendar year, the Association may levy Common Assessments against Owners of the Lots. Each Owner shall be obligated to pay the Common Assessments levied against and allocated to such Owner and the Lot of such Owner, as hereinafter provided.

9.8 FUNDING OF RESERVE FUNDS. The Board, in budgeting and levying Common Assessments, shall endeavor to fund the Reserve Fund by regularly scheduled payments included as part of the Common Assessments rather than by large Special Assessments.

9.9 SUPPLEMENTAL COMMON ASSESSMENTS. Except as otherwise provided herein and to the fullest extent permitted by the Act, if the estimated sums contained in the Budget prove inadequate for any reason, including nonpayment of any Owner's Common Assessment, the Board may, from time to time, levy a Supplemental Common Assessment for any of the Association Funds. Such Supplemental Common Assessment shall be assessed against the Owner of each Lot, in the same manner Common Assessments are originally assessed each year by the Board with respect to the particular Association Fund. Written notice of any change in the amount of any annual Common Assessment shall be sent to every Owner subject thereto, not less than (30) thirty days prior to the effective date of such change.

X WATER SUPPLY

10.1 ASSOCIATION WATER RIGHTS: The Association owns the following water rights for the benefit of each lot: 25.75 shares of stock of Mountain Mutual Reservoir Company ("MMRC shares"); an undivided 10/21 (47.6%) interest in the plan for augmentation, storage right for the Dudley Pond and the conditional right of exchange, all of which were decreed in Case No. 94CW141 District Court Water Division 1; an undivided 10/21 (47.6%) interest in Dudley Pond and the easement for it as shown on the Plat ("the Pond").

10.2 DECLARANT'S WATER RIGHTS: Declarant owns 28.35 shares of stock of the Mountain Mutual Reservoir Company and an undivided 11/21 (52.4%) interest in the Decreed Water Rights and the Pond. Declarant's use of these rights is not limited to use in or in connection with the subdivision. 12

10.3 WELLS: Each lot is entitled under the plan for augmentation to a permit for an individual well for in-house only. Obtaining a well permit from the State of Colorado Division of Water Resources, drilling, operating and maintaining the well is the sole responsibility of each lot owner. The Association will cooperate with owners to obtain well permits. NO OUTDOOR WATER USE WITH WATER FROM WELLS IS PERMITTED. Prohibited outdoor uses include: irrigation, watering horses, car washing, swimming pools, etc. The limitation on outdoor use is a condition of the Court Decree for the Decreed Water Rights. Violation of this limitation jeopardizes the rights of all lot owners to continued use of their wells.

10.4 WATER EXPENSES: The Association is responsible for operating and maintaining the Pond and its appurtenant facilities, operating the plan for augmentation, accounting for and reporting water use as required by the plan for augmentation, payment of assessments on the MMRC shares, (upon percentage of ownership as outlined in (Sec. 10.1); delivering water when required by the Plan for Augmentation, protecting the decreed Water Rights, and any legal, engineering, or consulting fees associated therewith ("water expenses"). Water expenses, including any reserves, are part of the common expenses of the Association and shall be assessed by the Association pursuant to Article 4.

10.5 HORSES: Jefferson County zoning allows up to eight (8) horses in the subdivision. Horses may not be watered from individual wells due to restrictions on the Decreed Water Rights. Residents with a horse or horses must purchase or lease water out of the Pond from Declarant. All water for horses must be diverted from the Pond. Declarant or the owners of horses acting collectively may, subject to approval by the Design Review Committee, construct a system of underground pipes to distribute water from the Pond using platted utility easements or purchase water from the Declarant or his assigns. A pump station, intake and related facilities may, subject to approval by the Design Review Committee, be placed within a Pond easement. All expenses of constructing, operating, maintaining and replacing any facilities for watering horses shall be born solely by those lot owners owning horses and shall be assessed by the Association pursuant to Article 4. The owners shall also be assessed a share of the costs of operating, maintaining, and replacing the Pond and appurtenant facilities. Each horse's share of Pond maintenance expenses shall be 1/42 (2.4%) of the total.

10.6 Declarant's rights: Declarant retains the right to utilize any capacity in the Pond in excess of that needed for the plan for augmentation and in excess of the current decreed amount of 1.6 acre feet, and pro rata shares of the conditional water right for the Pond and the conditional exchange right decreed in aforementioned Case No. 94CW141.

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Declarant may use his retained rights for his own purposes, grant easements, sell or assign his rights as were decreed which shall not affect or delineate those rights given for the rights ascertained for the Evergreen Springs Ranch Subdivision and its Owners.

Operation, maintenance and capital replacement expenses of the Pond and appurtenant facilities shall be shared among the Association, Declarant, and other owners in proportion to their respective ownership interests, along with which at all times an easement for such use(s). The Association and Declarant may agree from time to time on a method for sharing expenses of jointly owned water facilities, including the Pond. Should Declarant surrender same to subsequent Owner of Lot 10 or another adjoining Lot (or the Association) should an agreement be made between Declarant and Association; wherein, the Owner of the Pond shall be made a part of the decision-making agreements related thereto. Decision making related to such expenses shall be by vote proportionate to ownership interests, unless the owners agree otherwise and subject to the State of Colorado Water Resources wherein the Association shall assess ALL lot owners for its share of expenses.

(see attached Legal Description, (approx 78 acres +/-) a/k/a "Evergreen Springs Ranch")

IN WITNESS WHEREOF, the Evergreen Springs Home Owners Association Board of Directors has executed these revised covenants and by-laws for Evergreen Springs Ranch this 11 th day of December, 2015.

By: [Signature]
Susan Milender, President Evergreen Springs HOA

STATE OF COLORADO)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 11 th day of

December 2015 by [Signature]
Susan Milender, President Evergreen Springs HOA

Witness my hand and official seal:

**JUDITH McCLURE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974002574
MY COMMISSION EXPIRES 02/20/17**

[Signature]
Notary Public

My Commission Expires 2/20/17