

COLONY RIDGE SUBDIVISION SUBDIVISION MANAGEMENT AGREEMENT

A part of NE ¼ of section 3
Township 4 north, range 69 west of the 6th P.M.,
Larimer County, Colorado.

THIS AGREEMENT AMENDS THAT SUBDIVISION MAINTENANCE AGREEMENT OF COLONY RIDGE OWNERS' ASSOCIATION SUBDIVISION, RECORDED, DECEMBER 16, 1997 AT RECEPTION No. 97083869 OF THE LARIMER COUNTY, COLORADO, RECORDS, AND CHANGES THE TITLE OF THE SAID AGREEMENT TO READ "MANAGEMENT AGREEMENT" AND APPLIES TO THE FOLLOWING PROPERTIERS

Lots 1 through 5, block 1;
Lots 1 through 24, block 2;
Lots 1 through 18, block 3;
Lots 1 through 15, block 4;
Lots 1 through 28, block 5;
Lots 1 through 11, block 6;
Lots 1 through 5, block 7; and
Lots 1 through 18, block 8,

COLONY RIDGE SUBDIVISION, LARIMER COUNTY, COLORADO

This agreement sets forth certain obligations, covenants, and burdens with reference to ownership of said lots. The provisions of this agreement shall be covenants running with the land hereinabove described.

1. **MANAGEMENT COMMITTEE.** The Colony Ridge Subdivision Management Committee ("Committee") shall be composed of owners elected by a majority of the Colony Ridge Owners' Association ("Association") in attendance at the annual regular meeting of the Association or at a special meeting duly called for such purpose. Each member of the Committee shall be a fee simple owner in at least one of the above described lots. Any member of the Committee who dies, resigns, or ceases to be a fee simple owner, shall be replaced by another Association member by a majority vote of the committee and shall serve until a successor is elected at the regular annual meeting duly called for such purpose. A majority of the Committee may designate a representative to act for it.
2. **POWERS.** The Committee shall have all necessary powers to administer the duties prescribed herein and any other function that has been approved by a vote of the Association at the annual or duly called special meeting of the Association.
3. **ROAD AND DRAINAGE FACILITY MAINTENANCE.** The Committee shall be responsible for maintaining the roads and drainage facilities of the Association. For the purpose of this agreement "road and drainage facility maintenance" shall include, but not be limited to, installation and maintenance of street and entry way signs, maintenance and beautification of roadways, berms, and

common drainage areas, road cleaning, snow removal and any other related activity that is recommended by the committee and approved by a majority vote of the Association at an annual or duly called special meeting.

- a. **ACCEPTANCE OF PROPERTY; MAINTENANCE OF DRAINAGE FACILITIES.** The Association shall accept conveyance to the Association of out lots one (1) and two (2) of Colony Ridge II Subdivision. The maintenance obligations described herein shall include the maintenance of said out lots, including, without limitation the maintenance of all detention and drainage facilities hereon.
4. **BEAUTIFICATION PLAN.** The Committee shall be responsible for effecting the purposes of any beautification design plan recommended by the Committee and approved by the majority vote of the Association at an annual or duly called special meeting, which plan shall be supplemental to those elements stated in the preceding paragraph 3. A beautification design plan may be adopted to include without limitations the construction and maintenance of specific amenities to berms and the subdivision entryway, and for accepting deeded land and rights-of-way to the Association.
5. **ASSOCIATION ASSESSMENTS.** The Committee shall adopt and present at the annual meeting of the Association on a proposed budget for road and drainage facility maintenance expenses. Each of the individual lots in the Colony Ridge Subdivision shall pay an equal share of the yearly cost of the expenses incurred by the Association for road maintenance and drainage easement facilities as reflected in the budget adopted at the annual meeting of the Association. The assessment shall be due and payable within ninety days of such annual meeting. The Committee will mail notice of the assessment to the last known mailing address of the lot owner(s) as shown on the Larimer County Assessor's records. If the assessment is not paid when due then the Association shall have the power to cause a lien to be filed against the subject property to be collected by proper process of law. The lot owner(s) shall be obligated for payment of all interest imposed after ninety-one days beginning from the date of assessment at a current rate as set by the Committee plus court costs and reasonable attorney's fees incurred to enforce the collection of any such lien.
 - a. **SURPLUS.** Any assessed amount not spent by the Association during the fiscal year shall carry over to the following fiscal year budget. The budget proposed by the Committee shall be adjusted for carry-over surplus. No Owner shall be entitled to a refund of assessments paid, but not used in the fiscal year of the Association.
 - b. **STATEMENTS.** The Secretary of the Association shall provide upon request of a title company or lender a statement of assessments due which may become a lien upon the subject property, or as appropriate, a statement that all assessments are paid to date. The Association may charge a reasonable fee for providing such statements.
6. **ANNUAL MEETING.** The annual meeting of the Association shall be held as stated in by-laws adopted by the Association or on the first Monday in October of each year or if scheduling does not permit Monday it shall be scheduled on another day of that same week at a time and place as stated in notice to the lot owners. The Committee shall send notice to each lot address at least ten (10) days prior to such meeting. The Association is now an incorporated association but if it is dissolved, it may act as an unincorporated association.
 - a. **OFFICERS AND COMMITTEE MEMBERS.** In an effort to maintain continuity from outgoing to incoming officers the Association shall elect on the even numbered year a vice-president and secretary then on the uneven numbered year shall elect a president and a

treasurer, who shall serve for a period of two (2) years or until resignation, death, or a successor is chosen. One (1) person may serve as both secretary and treasurer but each position must be elected in their respective election years. Further, the Management Committee described in paragraph (1) above will consist of the duly elected officers of not less than three and not more than five (5) additional board members who similarly will be elected at the annual meeting. The board members shall serve for a period of one (1) year and will be elected at each annual meeting. All officers and board members shall serve without compensation.

- b. **POWER OF OFFICERS.** The Officers of the Association shall have all of those powers normally designated to Officers of an Association. The secretary/treasurer shall have the authority to establish a bank account with a federally or state chartered institution, and they shall hold all monies in said bank account in trust for the Association. Two signatures shall be required for any checks written in excess of one hundred dollars (\$100.00) upon such account. The Officers and committee may employ such legal accounting, or other professionals as they may deem necessary and appropriate and they shall pay for the same out of the annual assessments.
- c. **QUORUM AND VOTING.** Each lot in the Association shall be entitled to one vote at any duly called meeting of the Association. Any lot owner voting at a meeting shall be deemed to be voting for all owners of such lot. It shall be deemed a quorum for any such meeting in the event 15 or more lot owners representing separate entities or persons shall be in attendance at any annual meeting. In the event a quorum is not present another meeting may be scheduled not to exceed thirty (30) days following original meeting and at the second meeting for a quorum 10 or more lot owners shall be in attendance. Except as provided herein when any vote is called for in this agreement, a majority of votes upon such issue shall be required for approval.
- d. **SPECIAL MEETING.** A special meeting may be called by the Committee or by ten (10) or more owners from the Subdivision. Notice of a special meeting shall be sent to each lot address at least five (5) days prior of such meeting. A quorum at any special meeting shall consist of Owners representing at least twenty-five (25) of the lots in the Subdivision. In case a quorum cannot be assembled then a second meeting may be scheduled not more than 30 days following the first meeting and at the second meeting for a quorum 10 or more lot owners shall be in attendance. All actions shall be by a majority of vote upon such issue.

- 7. **AMENDMENT.** This Agreement may be amended by a document executed by a majority of the lot owners.