

**THIRD AMENDMENT TO THE PROTECTIVE COVENANTS
OF CHATFIELD EAST**

THIS THIRD AMENDMENT ("Amendment") is adopted as of the 12 day of June, 2022, by the CHATFIELD EAST PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation ("Association").

RECITALS

A. WHEREAS, Chatfield East Development Company, a general partnership ("Declarant") caused to be recorded those certain Protective Covenants of Chatfield East on May 26, 1978, at Book 332, Page 791, Reception No. 217867, in the real property records of Douglas County, Colorado, as amended and supplemented ("Covenants");

B. WHEREAS, the Chatfield East Property Owners Association, Inc. is a Colorado nonprofit corporation existing under the laws of the State of Colorado for the purpose of regulating and maintaining common areas within a common interest community, as described in the Covenants;

C. WHEREAS, Paragraph 23 of the Covenants provides that the Covenants may be amended by an instrument signed by sixty percent (60%) of the then owners of the lots, agreeing to the amendment;

D. WHEREAS, C.R.S. § 38-33.3-217(1)(a)(I), which applies to the Association pursuant to C.R.S. § 38-33.3-117(1.5)(d), permits amendments to the Covenants only by the affirmative vote or agreement of the unit owners of units to which more than fifty percent (50%) of the votes in the association are allocated or any larger percentage, not to exceed sixty-seven percent (67%), that the Covenants specify;

E. WHEREAS, Paragraph 23 of the Covenants provides that any amendment to the Covenants must be properly recorded; and

F. WHEREAS, pursuant to the Secretary's certificate contained herein and the signature pages attached, at least sixty percent (60%) of the owners of the lots have provided written consents to amend the Covenants as provided herein.

NOW, THEREFORE, in accordance with and subject to the provisions of the Covenants, as amended and supplemented, the Association adopts the following Amendment:

AMENDMENT

1. The following recitals are added before Paragraph 1 and titled Statement of Values and Expectations:

“The protective covenants are not meant to duplicate local, State or Federal laws. They are meant to summarize additional expectations and agreements amongst the lot owners. The owners value living within nature and seek to maintain this rural way of life while ensuring minimal intrusion in their pursuit of happiness. The lot owners and the Chatfield East Property Owners Association, Inc. (“CEPOA”) hold the following expectations of all lot owners and residents within the subdivision:

1. All lot owners are expected to be aware of all local, State and Federal laws and ordinances and to abide by them. These laws include, but are not limited to, leash laws, number of allowed animals per household, Denver/Arapahoe Aquifer regulations, noise and nuisance laws, wildfire mitigation recommendations, protection of wildlife guidelines and United States Postal Service requirements.
2. Lot owners are expected to work directly with their neighbors to resolve conflict and to be receptive to working toward mutual resolution with neighbors when approached.
3. All lot owners are expected to contact the appropriate authority (i.e. Animal Control, Douglas County Sheriff, Colorado Parks and Wildlife, Douglas County Zoning, South Metro Fire Risk Reduction) to resolve issues when direct conversations are ineffective. CEPOA has a volunteer Board of Directors and is not meant to be an enforcement agent in these matters.
4. Lot owners are encouraged to maintain their properties and actively work with the South Metro Fire Risk Reduction for fire mitigation. CEPOA will support these efforts and exclude normal maintenance and repair from additional regulation.”

2. Paragraph 1 is repealed in its entirety, and the following is substituted:

“All lots in all blocks in the said subdivision shall be known and described as residential lots and will be restricted by all the covenants contained herein. No structure whatsoever, other than one (1) private single-family dwelling, together with a private garage and suitable barn or shed for horses, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any lot. There shall be no more than one (1) residence per lot. No lot shall be further subdivided.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining an approved temporary office, trailer office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings.

There shall be no buildings or fences constructed on bridle paths as shown on the plat. There is a 100-year floodplain platted in the subdivision which will not allow any dwelling

units to be constructed on it. CEPOA assumes no liability in regard to any construction performed in this area or any loss occurring from flood damages.

No portion of any property shall be used as an access road to any other property or as an access to an area outside of the Chatfield East Subdivision.”

3. Paragraph 2 is repealed in its entirety, and the following is substituted and titled Architectural Control:

“Composition of the Committee: An Architectural Control Committee (“ACC”) for Chatfield East is constituted. It shall consist of three (3) persons appointed by the Board of Directors of CEPOA (“Board”), each such appointment shall be made for a 3-year term of office, subject to the power of removal by the Board. The Board may reappoint members of the ACC by mutual agreement of the Board and the member, or the Board may choose to appoint a different member at the end of each 3-year term. In the case there are fewer than three (3) members, the Board may appoint temporary members. In the absence of any appointment, the Board shall be the ACC until such time as a new ACC can be formed. The ACC is subject to the direction of the Board and must report to the Board as and when directed to do so. The Board may remove ACC members at any time, for any reason or no reason. A majority of the ACC may designate a representative to act for it. Neither the members of the ACC nor its designated representative, if any, shall be entitled to any compensation of any kind for service performed pursuant to this covenant. Members of the ACC, like the Board and other committees, will be exempt from personal liability when acting within the scope of their official duties.

The ACC has been formed by CEPOA and has the task of reviewing and approving/rejecting all plans for all improvements (new or remodeled dwellings and outbuildings) to be constructed on each Chatfield East lot. ACC approval is not required for improvements or changes that are limited to building interiors only. Nor is ACC approval required when conducting exterior repairs and/or maintenance (as defined by any repair within the existing footprint and using similar building materials). Any scaffolding or other unsightly structure needed for repair or maintenance cannot remain up for more than 270 consecutive days.

ACC Guidelines and any updates must be officially adopted by the Board through a formal vote. Complete ACC Guidelines shall be available at cepoa.org. Homeowners should refer to the latest ACC Guidelines before considering any applicable architectural changes.

The purpose of the ACC is to ensure any new construction is consistent with the community values and way of life and to protect the effects of the improvements on any adjacent or neighboring properties.

Failure to gain approval by the ACC before beginning any construction will constitute a covenant violation and may include fines as outlined in the bylaws.

No new/remodeled construction may commence until final written approval of all construction drawings has been granted by the ACC and a building permit has been issued for the ACC-approved plans by the Douglas County Building Department if required by Douglas County. Any modification of the approved plans during construction must be submitted to the ACC for re-approval. Any denial or rejection can be appealed to the Board within 90 days.

Applicants will have 270 days to complete the project after approval is received by the ACC. Request for extension can be submitted to the ACC for consideration.

The ACC reserves the right to waive or vary any of the procedures or architectural guidelines at its discretion, for good cause shown and with Board approval. Any waiver or variance granted shall be considered unique and will NOT set any precedent for future decisions. Architectural guidelines included in this document may change from time to time to reflect new and changing conditions. Members will be notified via mail or email when changes are made to the ACC Guidelines. Owners contemplating activities covered herein should obtain the most recently approved version of the design architectural guidelines from the CEPOA via the Chatfield East website at cepoa.org.

Neither the ACC nor its assignees shall be liable for damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any plans or specifications. Every Owner or other person who submits plans to the ACC for approval agrees, by submission of such plans and specifications, that they will not bring an action or suit against the ACC or its individual members to recover damages.”

4. **Paragraph 4 is repealed in its entirety.**
5. **The first paragraph of Paragraph 5 is repealed in its entirety.**
6. **Paragraph 15 is repealed in its entirety.**
7. There are no further amendments. Except as specifically amended by the terms of this Amendment, the Covenants shall remain in full force and effect. To the extent that any provision of this Amendment is held to be invalid for whatever reason, such provisions shall be reformed to the amount least necessary to make them valid and the remainder of this Amendment shall be unaffected.
8. Terms used but not defined in this Amendment have the meanings given those terms in the Covenants or in the Revised Bylaws of CEPOA.
9. In the event of a conflict between the terms of this Amendment and the Covenants, the terms of this Amendment shall control.

10. This Amendment shall take effect subject only to recordation in the real property records of Douglas County, Colorado, at such time as it has been approved by the agreement of owners of at least sixty percent (60%) of the lots.

Dated: 6-17-2022


CHATFIELD EAST PROPERTY OWNERS ASSOCIATION, INC.

By: 

Katherine Kirchner President

Officer's Certificate

I, the undersigned Treasurer of the Association, do hereby certify that this Third Amendment to the Covenants was approved by owners of at least sixty percent (60%) of the lots, as evidenced by the signature pages attached hereto.

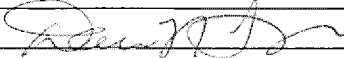

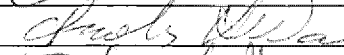


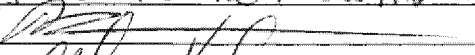
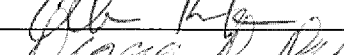
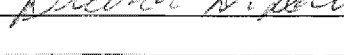

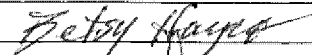

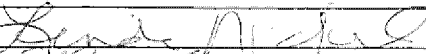
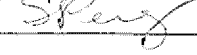
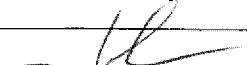


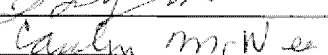

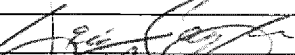



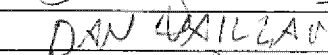
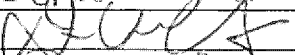

By: 

Mark Hochstedler, Treasurer

Exhibit A

CHATFIELD EAST PROPERTY OWNERS ASSOCIATION, INC.
LIST OF VOTES ON PROPOSED 2022 DECLARATION AMENDMENT

Lot No.	Owner Name(s)	Signature demonstrating approval
1	Matthew Edgar	Matthew Edgar
2	Ramon + Brenda Wimbore	Ramon Wimbore
3	Sean Kitson	Sean Kitson
4	Tom & Janet Gruber	Janet Gruber
5	DAVID D HABER	David D Haber
6		
7	Diane Coptly	Diane Coptly
8	DR DAVID MOORE	Dr David Moore
9	CAROLINA McVICKER	Carolina McVicker
10	SUSI SPERENY	Susi Spereeny
11	Katrina Swenson	Katrina Swenson
12	TERESA SPENCER	Teresa Spencer
13		
14	Stephen T. Foster + Doris Foster	Stephen T. Foster
15	Katherine Kirchner	Katherine Kirchner
16	Mary Gross	Mary Gross
17	Conn Stover	Conn Stover
18		
19	William Hammond	William Hammond
20	CATHERINE G. GUNDLASON	Catherine G. Gundlason
21	Maria Teresa Hrubala	Maria Teresa Hrubala
22		
23	Melanie Brown	Melanie Brown
24	Janice Wiskamp	Janice Wiskamp
25		
26	Vicky Christopher	Vicky Christopher
27	Jim Spoon	Jim Spoon
28	Linda Richard	Linda Richard
29	BEVERLY LASCODY	Beverly A. Lascody
30	Robert W. Ober	Robert W. Ober
31	Stacy Gilder	Stacy Gilder
32		
33	MICHAEL KUMMER	Michael Kummer
34	Karl Weber	Karl Weber
35	ROGER HANNING	Roger Hanning
36	Dale Slaughter	Dale Slaughter

37	DAVID FRANKLIN	
38		
39	Chad Madlon	
40	Charles AWAAREN	
41	Diane Authier	
42	ERIAS MCCARTHE	
43	CATHERINE BATTALLIS	
44	Branden Gibson	
45	ALAN KRUSWIK	
46	Diana Davis	
47		
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49		
50		
51	Betsy Hayes	
52		
53	WILLIAM JONES	
54		
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56	Hinda Nickel	
57	Susan Perez	
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62		
63	Paul Gutowski	
64	BARBARA ROXEL	
65	ALBERT J. MASOLO	
66	BARBARA TROXEL	
67	Carolyn McWae	
68		
69		
70		
71	GERI SAYE	
72	WILLIAM MATTHIAS	
73		
74		
75	T. Lynn Chusni	
76	Susan Buskiewic	
77	Sema Jensen	
78		DAN WILLIAMS
79	FASCAL DESEAU	

80	Ryan Patterson	Ryan Patten
81	Ruben Archilla	Rub Archilla
82	John & Sherry Tracey	[Signature]
83		
84	Marci Allen	marci D allen
85		
86		
87	John Gouzekuski	John Gouzekuski
88		
89	Theresa & Altea Bayani	Theresa & Altea Bayani
90	Melvin Robinson	Melvin Robinson
91	Dore Richardson	[Signature]
92		
93	KELLY BUSZKIEWIC	Kare Buszki
94		
95	ERIC TYRRELL	[Signature]
96	Jack Guertler	[Signature]
97		
98		
99	Peter Fountain	[Signature]
100		
101	DAVID WHITE	DBW White
102	DAVID WHITE	DBW White
103	Keith Lehmann	[Signature]