

August 15, 2017

Dear Homeowner:

The Evergreen Meadows Homeowners Association (EMHA) Board of Directors is proposing the amendment of eight of the current Protective Covenants for Evergreen Meadows. These amendments were approved by the Association at its August 10, 2017 meeting. Each Evergreen Meadows' property is given the opportunity to vote on the proposed changes. The last Protective Covenants amendment changes, that the HOA Board could find, were in 1988. Changes have been reviewed by legal counsel to updated language and reflect the current laws.

Below is a list of the eight proposed changes along with a description of their impacts. Of the eight, there are five covenant changes, two in language only, and two new covenants recommended by the Association's law firm to garner additional homeowner protections. The three remaining covenant change proposals deals with the removal of a reference to the Evergreen Fire Department's lot on Malamute, allowance for an additional building and a dues conversion from voluntary to mandatory.

Covenant Number	Covenant Name	Description of Impact
1	General Subject-Residential Use	Evergreen Fire Department property language reference removal. This will allow the fire department to sell this residential zoned property owned by the fire department at 7665 Malamute Drive. Proceeds will go towards fire house updates and save tax dollar expenditures.
2	Subject — Architectural Guidelines	Updated language.
6	Subject-Garages and Utility Buildings	Language update and provisions for two utility buildings. Second most popular survey item.
12	Subject-Signs	Updated language no additional rules.
20	Subject-Membership in Evergreen Meadows Homeowners Association	Mandatory dues proposal. First most popular survey item.
26	Subject-Insurance	New legally recommended homeowner protection covenant.
27	Subject-Rules and Regulations	New legally recommended homeowner protection covenant.
28	Subject-Common Area Maintenance	New legally recommended homeowner protection covenant.

Each amendment is explained in the enclosed documents. Supporting documents include the current language of the Protective Covenant, an explanation for the proposed amendment, the amended Protective Covenant and a Homeowner Agreement to amend (the actual voting page) for each proposed amendment.

To vote for any of the changes, sign and complete the page entitled "Homeowner Agreement to amend" for all of the covenant changes that you approve, and return those pages back to the EMHA via the stamped, self-addressed envelope included in this mailing by October 23, 2017.

Only those Protective Covenant proposals that receive at least a two-thirds homeowners' approval will be changed. For those Protective Covenants that receive the required approval, the Association will file a "First Amendment to the Declaration of Covenants and Restrictions for Evergreen Meadows-Units 1 through 9" in the real property records of the Jefferson County Clerk and Recorder's Office, which shall become effective immediately upon filing. There is only one vote per homeowner address permitted.

If you have any questions about the proposed changes, please contact the Board of Directors at board@emha.us. Our next board meeting on September 12th at 6pm at the Evergreen Public Library. Additional details and updates about this covenant change process, including copies of this and other related documents, are available on our website at – <http://emha.us/covenant-proposed-changes>.

Peter Dunbar
EMHA Board President

**NOTICE OF PROPOSED AMENDMENT TO “DECLARATION OF COVENANTS AND RESTRICTIONS
OF EVERGREEN MEADOWS UNITS 1-9
AND
HOMEOWNER AGREEMENT**

The Protective Covenants currently include the following in Paragraph 1:

1. General Subject-Residential Use

All sites shall be used for residential purposes with only one single-family dwelling permitted on any site. Definitions for “single- family dwelling shall be taken directly from the current edition of the Jefferson County Building Code, except that the definition of family, as used herein, shall mean persons related by blood, marriage, adoption, a single co-habiting couple or foster arrangements which include not more than (4) unrelated persons. Unit 8, sites number 80 and 81 may be used for church purposes and Site number 82 shall only be used for fire house purposes.

The Evergreen Fire Protection District currently owns Unit 8, Site number 82. The Fire District, after the building of Station 3 at Highway 73 and North Turkey Creek Road, no longer has any need for this property, located at Highway 73 and Malamute Drive. The District is requesting this amendment to remove the fire house restriction, permit the sale and residential development of the property. An unknown portion of the proceeds of the sale of the property will be given to the Association.

It is therefore proposed that the first section of Paragraph 1 of the Protective Covenants be amended to read as follows:

1. General Subject-Residential Use

All sites shall be used for residential purposes with only one single-family dwelling permitted on any site. Definitions for “single- family dwelling shall be taken directly from the current edition of the Jefferson County Building Code, except that the definition of family, as used herein, shall mean persons related by blood, marriage, adoption, a single cohabitating couple or foster arrangements which include not more than (4) unrelated persons. Unit 8, sites number 80 and 81 may be used for church purposes.

Subparagraphs (a) and (b) of Paragraph 1 are not amended.

**HOMEOWNER AGREEMENT
TO AMEND PARAGRAPH 1 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
EVERGREEN MEADOWS UNITS 1-9**

NOW THEREFORE, the individual named below hereby AGREES to amend Paragraph 1 of the Protective Covenants (without further amendment to Subsections (a) or (b) of Paragraph 1 to read as follows:

1. General Subject-Residential Use

All sites shall be used for residential purposes with only one single-family dwelling permitted on any site. Definitions for "single-family dwelling shall be taken directly from the current edition of the Jefferson County Building Code, except that the definition of family, as used herein, shall mean persons related by blood, marriage, adoption, a single cohabitating couple or foster arrangements which include not more than (4) unrelated persons. Unit 8, sites number 80 and 81 may be used for church purposes.

Signature (Lot Owner): _____

Printed Name: _____

Address: _____

Date: _____

Please mail your Agreement in the self-addressed stamped envelope for this purpose.

**NOTICE OF PROPOSED AMENDMENT TO “DECLARATION OF COVENANTS AND RESTRICTIONS
OF EVERGREEN MEADOWS UNITS 1-9
AND
HOMEOWNER AGREEMENT**

The Protective Covenants currently include the following in Paragraph 3:

2. Subject - Architectural Guidelines

Within six (6) months after adoption of this covenant, the Architectural Review Board shall promulgate a set of written guidelines for the purpose of allowing those considering or designing structures or additions which fall under the review requirements previously outlined, to understand those requirements and design their proposals accordingly. Such guidelines shall become effective upon approval by a majority of the Association Membership present at any duly constituted meeting as outlined in the By-laws. From time to time the Architectural Review Board may propose changes to the guidelines for the Membership’s approval as may be appropriate. Such changes must be approved by a majority vote of the Membership at a duly constituted meeting as outlined in the By-laws. After the guidelines are initially approved, they will be available to all interested parties from the Evergreen Meadows Home-owners Association Board of Directors.

A review of the Protective Covenants by the Association’s law firm, HindmanSanchez, recommended this paragraph be updated and add a provision to identify the authority of the Architectural Review Board in the Covenants.

It is therefore proposed that the first section of Paragraph 3 of the Protective Covenants be amended to read as follows:

2. Subject - Architectural Guidelines

The Architectural Review Board is granted the power and discretion to approve all buildings, structures and all other exterior improvements to be constructed upon each lot in the Subdivision in the manner and to the extent as approved by the Architectural Review Board for which exists a set of written guidelines. The guidelines allow those considering or designing structures or additions which fall under the review requirements previously outlined, to understand those requirements and design their proposals accordingly. Such guidelines shall become effective upon approval by a majority of the Association Membership present at any duly constituted meeting as outlined in the By-laws.

**HOMEOWNER AGREEMENT
TO AMEND PARAGRAPH 2 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
EVERGREEN MEADOWS UNITS 1-9**

NOW THEREFORE, the individual named below hereby AGREES to amend Paragraph 3 of the Protective Covenants to read as follows:

2. Subject-Architectural Guidelines

The Architectural Review Board is granted the power and discretion to approve all buildings, structures and all other exterior improvements to be constructed upon each lot in the Subdivision in the manner and to the extent as approved by the Architectural Review Board for which exists a set of written guidelines. The guidelines allow those considering or designing structures or additions which fall under the review requirements previously outlined, to understand those requirements and design their proposals accordingly. Such guidelines shall become effective upon approval by a majority of the Association Membership present at any duly constituted meeting as outlined in the By-laws.

Signature (Lot Owner): _____

Printed Name: _____

Address: _____

Date: _____

Please mail your Agreement in the self-addressed stamped envelope for this purpose.

**NOTICE OF PROPOSED AMENDMENT TO “DECLARATION OF COVENANTS AND RESTRICTIONS
OF EVERGREEN MEADOWS UNITS 1-9
AND
HOMEOWNER AGREEMENT**

The Protective Covenants currently include the following in Paragraph 6:

6. Subject-Garages and Utility Buildings

Current: a) Garages

- i) Residential units permitted for construction before December 31, 1978, shall be allowed to have no more than one garage, which may be separated from or attached to the main dwelling structure. If a building permit for construction of the dwelling was issued prior to January 1, 1979, a garage is not mandatory. If the owner of such residential unit desires at any time subsequent to December 31, 1978, to build a garage where none previously existed, or to make an addition to one optional garage, such garage shall comply to the provisions of Section ii) below.
- ii) Residential units permitted for construction after January 1, 1979, are required to have at least a two-car family, non-business garage which may be separated from or attached to the main dwelling structure. Any residential unit affected by this provision which does not have such a garage on December 31, 1988, must comply by December 31, 1994.

b) No more than one accessory structure shall be allowed on each site. Such accessory building may be an attached or detached structure whose use is subordinate to the main dwelling, the use of which is customary and incidental to that of the dwelling, and may be in addition to, but not in lieu of, the required garage as outlined in Section ii) above. The accessory building shall comply with the published guidelines of the Architectural Review Board and must comply with all Jefferson County building and zoning regulations.

There are two reasons for this amendment. First, HindmanSanchez recommends amending Section a) as the requirements are out of date and inapplicable to the current Association. Second, the recent EMHA resident survey results indicated a strong desire to have two accessory outbuildings instead of the current one allowed.

It is therefore proposed that the first section of Paragraph 6 of the Protective Covenants be amended to read as follows:

6. Subject-Garages and Accessory Outbuildings

a) Garages

Residential units permitted for construction after January 1, 1979, are required to have at least a two-car family, non-business garage which may be separated from or attached to the main dwelling structure.

b) Accessory Outbuildings

No more than two accessory outbuildings shall be allowed on each site. Such accessory outbuilding building may be a detached structure whose use is subordinate to the main dwelling, the use of which is incidental to that of the dwelling, and may be in addition to, but not in lieu of, the required garage as outlined in Section A. The accessory outbuilding building shall comply with the published guidelines and process of the Architectural Review Board and must comply with all Jefferson County building and zoning regulations.

HOMEOWNER AGREEMENT

**TO AMEND PARAGRAPH 6 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
EVERGREEN MEADOWS UNITS 1-9**

NOW THEREFORE, the individual named below hereby AGREES to amend Paragraph 6 of the Protective Covenants to read as follows:

6. Subject-Garages and Accessory Outbuildings

a) Garages

Residential units permitted for construction after January 1, 1979, are required to have at least a two-car family, non-business garage which may be separated from or attached to the main dwelling structure.

b) Accessory Outbuildings

No more than two accessory outbuildings shall be allowed on each site. Such accessory outbuilding building may be a detached structure whose use is subordinate to the main dwelling, the use of which is incidental to that of the dwelling, and may be in addition to, but not in lieu of, the required garage as outlined in Section A. The accessory outbuilding building shall comply with the published guidelines and process of the Architectural Review Board and must comply with all Jefferson County building and zoning regulations.

Signature (Lot Owner): _____

Printed Name: _____

Address: _____

Date: _____

Please mail your Agreement in the self-addressed stamped envelope for this purpose.

**NOTICE OF PROPOSED AMENDMENT TO “DECLARATION OF COVENANTS AND RESTRICTIONS
OF EVERGREEN MEADOWS UNITS 1-9
AND
HOMEOWNER AGREEMENT**

The Protective Covenants currently include the following in Paragraph 12:

12. Subject-Signs

No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two square feet designating the owner of any site and one sign of not more than five square feet advertising the property for sale or rent. Permitted signs shall be maintained in a clean, slightly and kept condition. This covenant shall not exclude the posting of No Trespassing signs, provided that any such No Trespassing signs shall not exceed two square feet in size. Temporary signs may be placed 48 hours before an event and must be removed within 24 hours of completion of the advertised event.

The current section is out of compliance with Colorado law. The amendment brings the covenant into legal compliance.

It is therefore proposed that the first section of Paragraph 6 of the Protective Covenants be amended to read as follows:

12. Subject-Signs

a) No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two square feet designating the owner of any site and one sign of not more than five square feet advertising the property for sale or rent. Permitted signs shall be maintained in a clean and kept condition. This covenant shall not exclude the posting of No Trespassing signs, provided that any such No Trespassing signs shall not exceed two square feet in size. Temporary signs may be placed 48 hours before an event and must be removed within 24 hours of completion of the advertised event.

b) Political Signs: Colorado Revised Statute 38-33.3-106.5 (1)(c)(1) provides for the placement of political signs at election time. Such signs are permitted on private property subject to the provisions consistent with current Colorado law. Political signs may be placed no earlier than 45 days prior to an election, and must be removed no later than 7 days after the election. No more than one sign per office or issue may be placed on any property. The maximum size of any sign shall be 36x48 inches. A political sign is defined as a sign that carries a message intended to influence the outcome of any election, including supporting or opposing a candidate or ballot issue or the recall of any public official.

**HOMEOWNER AGREEMENT
TO AMEND PARAGRAPH 12 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
EVERGREEN MEADOWS UNITS 1-9**

NOW THEREFORE, the individual named below hereby AGREES to amend Paragraph 12 of the Protective Covenants to read as follows:

12. Subject-Signs

a) No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two square feet designating the owner of any site and one sign of not more than five square feet advertising the property for sale or rent. Permitted signs shall be maintained in a clean and kept condition. This covenant shall not exclude the posting of No Trespassing signs, provided that any such No Trespassing signs shall not exceed two square feet in size. Temporary signs may be placed 48 hours before an event and must be removed within 24 hours of completion of the advertised event.

b) Political Signs: Colorado Revised Statute 38-33.3-106.5 (1)(c)(1) provides for the placement of political signs at election time. Such signs are permitted on private property subject to the provisions consistent with current Colorado law. Political signs may be placed no earlier than 45 days prior to an election, and must be removed no later than 7 days after the election. No more than one sign per office or issue may be placed on any property. The maximum size of any sign shall be 36x48 inches. A political sign is defined as a sign that carries a message intended to influence the outcome of any election, including supporting or opposing a candidate or ballot issue or the recall of any public official.

Signature (Lot Owner): _____

Printed Name: _____

Address: _____

Date: _____

Please mail your Agreement in the self-addressed stamped envelope for this purpose.

**NOTICE OF PROPOSED AMENDMENT TO “DECLARATION OF COVENANTS AND RESTRICTIONS
OF EVERGREEN MEADOWS UNITS 1-9
AND
HOMEOWNER AGREEMENT**

The Protective Covenants currently include the following in Paragraph 20:

20. Subject-Membership in Evergreen Meadows Homeowners Association

The owner(s) of a site now or hereafter subject to the provisions of these Protective Covenants may become a member of the Evergreen Meadows Home-owners Association (Association). The annual dues of the Association shall be determined at each annual or special meeting of the Association, in accordance with the By-laws of the Association, and shall be voluntary. Each site shall be entitled to one vote in all matters concerning changes to these Protective Covenants.

The recent EMHA resident survey results indicated a strong desire by respondents for mandatory dues. Currently, the voluntary dues are paid by 41% of the owners. This amount allows for Association insurance, weed spraying in common areas, State registration and other costs associated with having a Homeowners Association. Mandatory dues would be \$50/annually. This additional funding would build back reserves and give the Association an opportunity to work on projects such as a ballfield play structure, gazebo or other projects desired by a majority of members.

It is therefore proposed that the first section of Paragraph 20 of the Protective Covenants be amended to read as follows:

20. Subject-Membership in Evergreen Meadows Homeowners Association

The owner(s) of a site subject to the provisions of these Protective Covenants shall become a member of the Evergreen Meadows Homeowners Association (Association). The annual dues of the Association shall be mandatory. The dues amount may be changed and determined at each annual or special meeting of the Association, in accordance with the By-laws of the Association. Each site shall be entitled to one vote in all matters concerning changes to these Protective Covenants.

**HOMEOWNER AGREEMENT
TO AMEND PARAGRAPH 20 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
EVERGREEN MEADOWS UNITS 1-9**

NOW THEREFORE, the individual named below hereby AGREES to amend Paragraph 20 of the Protective Covenants to read as follows:

20. Subject-Membership in Evergreen Meadows Homeowners Association

The owner(s) of a site subject to the provisions of these Protective Covenants shall become a member of the Evergreen Meadows Homeowners Association (Association). The annual dues of the Association shall be mandatory. The dues amount may be changed and determined at each annual or special meeting of the Association, in accordance with the By-laws of the Association. Each site shall be entitled to one vote in all matters concerning changes to these Protective Covenants.

Signature (Lot Owner): _____

Printed Name: _____

Address: _____

Date: _____

Please mail your Agreement in the self-addressed stamped envelope for this purpose.

**NOTICE OF PROPOSED AMENDMENT TO “DECLARATION OF COVENANTS AND RESTRICTIONS
OF EVERGREEN MEADOWS UNITS 1-9
AND
HOMEOWNER AGREEMENT**

The Protective Covenants do not include any provision for insurance. The Association law firm, HindmanSanchez, recommends that general and specific insurance provisions be added to specify insurance obligations of the owners and association.

It is therefore proposed that Paragraph 26 of the Protective Covenants be created to read as follows:

26. Subject-Insurance

- A) Insurance on the Lots. Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot.
- B) Insurance to be carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.
- C) Hazard Insurance on Common Area. The Association shall obtain hazard insurance covering loss, damage or destruction by fire or other casualty to any insurable improvements installed or made to any Common Area and the other property of the Association.
- D) Association Liability Insurance. The Association shall obtain public liability and property damage liability insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

**HOMEOWNER AGREEMENT
TO ADD PARAGRAPH 26 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
EVERGREEN MEADOWS UNITS 1-9**

NOW THEREFORE, the individual named below hereby AGREES to add Paragraph 26 of the Protective Covenants to read as follows:

26. Subject-Insurance

- A) Insurance on the Lots. Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot.
- B) Insurance to be carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.
- C) Hazard Insurance on Common Area. The Association shall obtain hazard insurance covering loss, damage or destruction by fire or other casualty to any insurable improvements installed or made to any Common Area and the other property of the Association.
- D) Association Liability Insurance. The Association shall obtain public liability and property damage liability insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

Signature (Lot Owner): _____

Printed Name: _____

Address: _____

Date: _____

Please mail your Agreement in the self-addressed stamped envelope for this purpose.

**NOTICE OF PROPOSED AMENDMENT TO “DECLARATION OF COVENANTS AND RESTRICTIONS
OF EVERGREEN MEADOWS UNITS 1-9
AND
HOMEOWNER AGREEMENT**

The Protective Covenants do not include any provision for expressly authorizing rules and regulations. Our law firm recommends that a section be added to the Protective Covenants for rules and regulations.

It is therefore proposed that Paragraph 27 of the Protective Covenants be created to read as follows:

27. Subject-Rules and Regulations

In order to fulfill the Association’s requirement to enforce recorded covenants, Rules and Regulations are required. This insures fair and equitable enforcement of the covenant provisions and represents the interests of all residents. The purpose of Rules and Regulations is to encourage voluntary compliance by all residents with the covenants, while at the same time providing for enforcement provisions. Association policies and procedures are also part of the Association’s rules and regulations. Such Rule and Regulations shall become effective upon approval by a majority of the Association Membership present at any duly constituted meeting as outlines in the By-laws. The Board of Directors may establish and enforce penalties for the infraction thereof.

**HOMEOWNER AGREEMENT
TO ADD PARAGRAPH 27 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
EVERGREEN MEADOWS UNITS 1-9**

NOW THEREFORE, the individual named below hereby AGREES to add Paragraph 27 of the Protective Covenants to read as follows:

27. Subject-Rules and Regulations

In order to fulfill the Association's requirement to enforce recorded covenants, Rules and Regulations are required. This insures fair and equitable enforcement of the covenant provisions and represents the interests of all residents. The purpose of Rules and Regulations is to encourage voluntary compliance by all residents with the covenants, while at the same time providing for enforcement provisions. Association policies and procedures are also part of the Association's rules and regulations. Such Rule and Regulations shall become effective upon approval by a majority of the Association Membership present at any duly constituted meeting as outlines in the By-laws. The Board of Directors may establish and enforce penalties for the infraction thereof.

Signature (Lot Owner): _____

Printed Name: _____

Address: _____

Date: _____

Please mail your Agreement in the self-addressed stamped envelope for this purpose.

**NOTICE OF PROPOSED AMENDMENT TO “DECLARATION OF COVENANTS AND RESTRICTIONS
OF EVERGREEN MEADOWS UNITS 1-9
AND
HOMEOWNER AGREEMENT**

The Protective Covenants do not include any provision for expressly requiring the Association to maintain the common areas. Our law firm recommends that a section be added to the Protective Covenants for common area maintenance.

It is therefore proposed that Paragraph 28 of the Protective Covenants be created to read as follows:

28. Subject-Common Area Maintenance

The Association shall be responsible for the maintenance, repair, replacement and improvement of any Common Area.

**HOMEOWNER AGREEMENT
TO ADD PARAGRAPH 28 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
EVERGREEN MEADOWS UNITS 1-9**

NOW THEREFORE, the individual named below hereby AGREES to add Paragraph 28 of the Protective Covenants to read as follows:

28. Subject-Common Area Maintenance

The Association shall be responsible for the maintenance, repair, replacement and improvement of any Common Area.

Signature (Lot Owner): _____

Printed Name: _____

Address: _____

Date: _____

Please mail your Agreement in the self-addressed stamped envelope for this purpose.