

2311284 BK 4132 PG 764-769  
04/12/2006 09:23 AM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$30.00 SurChg \$1.00

**Declaration of Covenants, Conditions and Restrictions**  
**Cherokee Village West**

**Article I**

**Definitions**

Section 1: "Association" shall mean and refer to Cherokee Village West Homeowners Association, its successors and assigns.

Section 2: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot, which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6: "Capital Improvement Assessment" shall mean and refer to assessments for maintenance and improvements to common areas that are \$500 or more.

Section 7: "Proxy" shall mean and refer to one homeowner representing another homeowner in writing for the purpose of voting.

Section 8: "Front yard" shall refer to all areas in front of the building setback line.

Section 9: "Special Assessment" shall mean and refer to assessment for any special purpose other than annual or capital improvement assessments.

**Article II**

**Property Rights**

**Section 1:** "Owner's Easement of Enjoyments" Every owner shall have a right and Easement of enjoyment in and to the common area which shall pass with every lot, subject to the following provisions:

- a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- b) The right of the Association to suspend the voting rights and the right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- c) The right of the Association to dedicate or transfer all or any part of the Common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of members has been recorded.

**Section 2:** "Delegation of Use" any owner may delegate in accordance with the by-laws, right of enjoyment to the common area and facilities to the members of their family, their tenants or contract purchasers who reside on the property.

**Article III**

**Membership and Voting Rights**

**Section 1:** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall belong to and may not be separated from ownership of any lot which is subject to assessment.

**Article IV**

**Covenant for Assessments**

**Section 1:** "Purpose of Assessments" The assessments levied by the Association, whether they be special, capital improvement or annual, shall be used exclusively for the improvement and maintenance of the common areas and the irrigation system.

**Section 2:** "Maximum Annual Assessment" The maximum annual assessment may be increased by no more than 5% annually of the present assessment without a vote of two-thirds of members who are voting in person or by written proxy at a meeting duly called for this purpose.

**Section 3:** "Notice and Quorum for any action authorized under Article IV" Written notice of any meeting called for the purpose of taking any action authorized under Article IV shall be sent to all members not less than 7 days in advance of the meeting. The presence of members or written proxies entitled to vote shall be 60% to make a quorum.

**Section 4:** "Uniform rate of Written Assessment" Both annual, capital improvement and special assessments must be fixed at a uniform rate for all lots.

**Section 5:** "Effect of Nonpayment of Assessment-Remedies of the Association" Any assessment not paid with 30 days after the due date shall bear interest from the due date at the rate of 15% per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by non-use of the common area or abandonment of their lot.

**Section 6:** "Creation of the Lien and Personal Obligation of Assessments" Each owner of any lot by acceptance of a deed therefore, whether or not it is expressed in such deed, is deemed to be bound by the covenants and agrees to pay to the Association: (1) annual assessments or charges and (2) special assessments or capital improvements as voted on by two-thirds of homeowners. Such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to their successors in title, unless expressly assumed by them.

Section 7: "Subordination of the Lien to Mortgage" The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## Article V

### General Provisions

Section 1: "Enforcement" The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: "Severability" Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3: "Amendment" The covenants and restrictions of this Declaration shall remain with and bind the land for a term of 5 years. Amendments may be made with a majority of two-thirds of voters represented. The term of this Declaration shall be automatically extended for successive periods of 5 years.

Section 4: "Prosecution" It shall be lawful for any persons owning any of the lots or the Homeowners Association to prosecute any proceedings at law or in equity to prevent any violations hereof or to recover damages or other dues for such violations.

**Article VI**

**Architectural Control**

**Section 1:** Any proposed building or fence to be erected or additions to be made to the exterior of a building or lot must be submitted in writing for the approval of the Homeowners Committee or officers. The homeowners shall receive written approval as to appropriateness in accordance with the following guidelines:

- a) Nothing other than a single family home and two car garage, and any other building incidental to residential use shall be permitted on the lot.
- b) All building(s) and fence(s) shall comply with the current Mesa County or it's successors zoning requirements.
- c) Nothing shall be done on the lots or common areas which may be or become an audible or visual annoyance, conditions or nuisance to the neighborhood including offensive trade and activity.
- d) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall be used as a residence.
- e) Parking is not allowed in the front yard area except for on surface driveways. Vehicles may be parked in the said driveways and on the street in front of houses for guests and residents. Vehicles must be in use (not idle for more than 30 days) and must be currently licensed.
- f) Vehicular maintenance or repair which requires more than 24 hours is prohibited on streets, driveways and front yards. No commercial repair may be done.
- g) Recreational vehicles, campers and trailers shall not be stored in the front yard in front of the principle building setback lines. They must be stored behind setback lines.
- h) No livestock or poultry shall be kept on any lots or common areas.

WITNESS our hands and seals this 8<sup>th</sup> day of April, 2006.

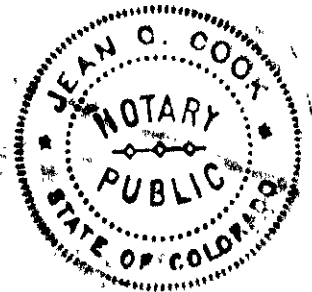
) Steve Booth  
 ) Steve Booth President  
 )  
 ) Larry D. Wade  
 ) Larry D. Wade Vice President  
 )  
 ) Ellen L. Wade  
 ) Ellen L. Wade Secretary/Treasurer

STATE OF COLORADO )  
 :  
 COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2006, by Steve Booth, Larry D. Wade and Ellen L. Wade.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission expires: 10-11-2009.



Jean C. Cook  
 Notary Public  
 Address: 498 Bunkling Ave. Rd.  
Clifton, CO 81520

3 PAGE DOCUMENT

**Amendment of Covenants, Conditions and Restrictions  
of  
Cherokee Village West Homeowners Association**

**THIS AMENDMENT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE CHEROKEE VILLAGE WEST HOMEOWNERS ASSOCIATION** is made pursuant to Article V, Section 3 of the Covenants, Restrictions and Easements of the Cherokee Village West Homeowners Association recorded April 12, 2006, in Book 4132 at Page 764, Reception No. 2311284 of the records of the Mesa County Clerk and Recorder, and is effective upon the date of recording in the Mesa County Clerk's records.

Pursuant to Article V, Section 3 of the Declaration and the written approval of a majority of at least two-thirds of the votes in the Association (as defined in the Declaration), the Declaration is hereby amended as follows:

1. With respect to all properties in the Cherokee Village West Subdivision, **Article VI, Section 1.g** is hereby deleted in its entirety and replaced with the following:

*"Recreational vehicles, campers and trailers over 18 feet in length shall not be stored in the front yard in front of the principle building setback lines. Recreational vehicles, campers and trailers that are less than 18 feet in length may be stored in the front yard seasonally, from Memorial Day through Labor Day. After the seasonal period ends, all recreational vehicles, campers and trailers must be stored behind setback lines."*

2. With respect to all properties in the Cherokee Village West Subdivision, **Article VI, Section 1.i** is added as follows:

*"The owners shall keep, maintain and repair their lots, buildings and improvements, including landscaping and vegetation, in a neat, clean, cultivated, attractive and well maintained condition, free from the accumulation of trash and debris, weeds, or visual deterioration. The owners shall not cause or permit any damage, deterioration or accumulation of trash and debris upon common area."*

3. These amendments shall apply immediately to all property located in the Cherokee Village West Subdivision.

4. Except as amended herein, all other provisions of the Declaration, shall remain in full force and effect.





STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF MESA        )

Acknowledged before me this 9th day of January, 2014, by Megan Ashcraft as Secretary of the Cherokee Village West Homeowners Association.

Witness my hand and official seal.

My commission expires:

**DEBBIE C. CAMPBELL**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19954003448  
My Commission Expires October 20, 2016

Debra C. Campbell  
Notary Public

**Second Amendment of Covenants, Conditions and Restrictions  
of  
Cherokee Village West Homeowners Association**

**THIS AMENDMENT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE CHEROKEE VILLAGE WEST HOMEOWNERS ASSOCIATION** is made pursuant to Article V, Section 3 of the Covenants, Restrictions and Easements of the Cherokee Village West Homeowners Association recorded April 12, 2006, in Book 4132 at Page 764, Reception No. 2311284 of the records of the Mesa County Clerk and Recorder and is effective upon the date of recording in the Mesa County Clerk's records.

Pursuant to Article V, Section 3 of the Declaration and the written approval of a majority of at least two-thirds of the votes in the Association (as defined in the Declaration), the Declaration is hereby amended as follows:

1. With respect to all properties in the Cherokee Village West Subdivision, **Article VI, Section 1.j** is added as follows:

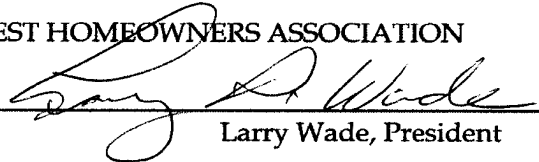
*"All rear fencing shall be of stockade cedar dog eared fencing. No chain link or vinyl fencing shall be permitted."*

2. These amendments shall apply immediately to all property located in the Cherokee Village West Subdivision.

3. Except as amended herein, all other provisions of the Declaration, shall remain in full force and effect.

DATED this 23 day of August 2018.

CHEROKEE VILLAGE WEST HOMEOWNERS ASSOCIATION

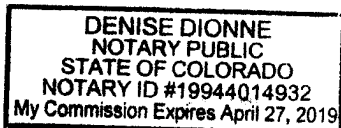
BY   
Larry Wade, President


STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF MESA        )

Acknowledged before me this 23 day of August 2018, by Larry Wade as President of the Cherokee Village West Homeowners Association.

Witness my hand and official seal.

My commission expires: 4-27-2019



  
Notary Public

CERTIFICATION

The undersigned, as Secretary of the Cherokee Village West Homeowners Association, hereby certifies that at least two-thirds of the Owners authorized to vote in the Association have given their consent to amend the Declaration as set forth above.

DATED this 23 day of August 2018.

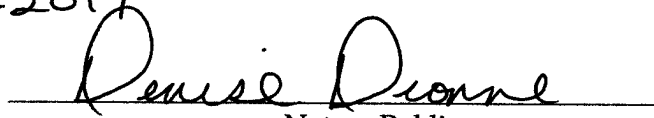
  
Secretary of the Cherokee Village West HOA

STATE OF COLORADO )  
  ) ss.  
COUNTY OF MESA     )

Acknowledged before me this 23 day of August 2018, by Ellen Wade as Secretary of the Cherokee Village West Homeowners Association.

Witness my hand and official seal.

My commission expires: 4-27-2019

  
Notary Public

