

Settlement Agreement

This Settlement Agreement (“Agreement”) is entered into by and between Holiday Acres Property Owners Association, a Colorado nonprofit corporation (the “Association”) and the undersigned owners of real property located within the Holiday Acres Subdivision (the “undersigned owners”)(collectively, the “Parties”).

Recitals

Whereas, the Association is a nonprofit corporation registered with the Colorado Secretary of State and whose purpose, as stated in its Articles of Incorporation, is “to provide for the operation of the development known as Holiday Acres.”

Whereas, the undersigned owners are record owners of certain real property located within the development known as Holiday Acres.

Whereas, a statutorily sufficient super majority of the owners of the real property located within the development known as Holiday Acres voted to elect treatment under the Colorado Common Interest Ownership Act (“CCIOA”), including but not limited to authorizing for the Association to levy and collect assessments in accordance with CCIOA.

Whereas, a covenant amendment reflecting that election was recorded in the real property records of Archuleta County, Colorado at Reception No. 21906878 on November 19, 2019 (“Covenant Amendment”).

Whereas, a dispute has arisen between the Association and the undersigned owners as to the Association’s authority to levy and collect such assessments.

WHEREAS, the Parties have reached an agreement to resolve this dispute as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and releases herein set forth, and intending to be legally bound by the terms hereof, the Parties agree as follows:

1. **Recognition of Association’s Legal Authority.** By executing this document, the undersigned owners hereby acknowledge the validity of the Covenant Amendment, including but not limited to the Association’s authority to levy and collect assessments in accordance with CCIOA. The undersigned owners hereby waive any and all right to contest the Covenant Amendment and hereby agree to adhere to all of the Association’s covenants, bylaws, rules, and regulations.
2. **Waiver of Past Assessment.** By executing this document, the Association acknowledges that it will erase all assessments, fees, dues, or other costs related to common maintenance expenses assessed prior to January 1, 2020 against the undersigned owners, and per the Bylaws, they will be voting members as long as all future assessments, fees, and dues are paid.
3. **Warranty of Authority.** Each person signing below warrants that he or she is authorized to sign this Agreement and bind the Party for whom he or she signs.
4. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the Parties, and each of their respective shareholders, limited liability company or partnership members, legal representatives, heirs,

successors, assigns, personal representatives, agents, employees, officers, and board members. Notwithstanding anything in this Agreement to the contrary, no person who is not a signatory to this Agreement is intended to be nor shall be deemed a third-party beneficiary or incidental beneficiary of this Agreement.

5. **Applicable Law.** This Agreement shall be construed, interpreted, and enforced in accordance with Colorado law. Any dispute under, relating to, or arising out of this Agreement or its breach shall be heard in and resolved by the Archuleta County District Court.

6. **No Confidentiality.** The Parties understand and agree that the terms and content of this Agreement are not confidential.

7. **Entire Agreement.** This Agreement is the Parties' entire agreement regarding the subject matter of this Agreement. This Agreement supersedes all prior statements, representations, or warranties, oral or written, express or implied. There are no representations or warranties, either express or implied, except those representations or warranties contained and expressed in this Agreement. No promise or inducement that was not expressed in this Agreement has been made to any of the Parties, and in executing this Agreement, each of the Parties warrants he, she, or it is not relying on any statement or representations not contained in this Agreement made by any other Party or any other person or entity.

8. **Understanding Agreement.** Each of the Parties to this Agreement warrants that it has carefully read this Agreement and discussed or had the opportunity to discuss the content and effect of the Agreement with its legal counsel, and that it signs the Agreement of its free and voluntary act. The Association and each undersigned owner warrant that they have been advised of their right to consult additional professional of their choice and at their own expense regarding any potential consequences of entering into this Agreement. All of the Parties expressly understand and agree that this Agreement shall be forever binding and that no recession, modification, or release from this Agreement will be made for any mistake of fact or law.

9. **Counterparts.** This Agreement may be executed in counterparts that, taken together, shall constitute the whole agreement. Facsimile signatures shall be adequate.

Property Address _____

Owner Print Name _____

Owner Signature _____ Date _____

Bryan Looper, President
Holiday Acres Property Owners Association

Date

