

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 6 - R - 2000**

**A RESOLUTION OF THE TOWN OF MEAD COLORADO, REQUIRING  
THE RECEIPT OF APPROVAL BY HOMEOWNERS ASSOCIATION  
ARCHITECTURAL REVIEW COMMITTEE OF ARCHITECTURAL  
DESIGN OF STRUCTURES BEFORE THE ISSUANCE OF A BUILDING  
PERMIT.**

WHEREAS, various subdivisions within the Town of Mead have organized and active Homeowners Associations for their subdivisions; and

WHEREAS, Architectural Review Committees or similarly named committees have been charged by the Homeowners Association and the recorded covenants of such subdivisions with the architectural review and approval of structures to be erected within the subdivision; and

WHEREAS, it is the desire of the Town of Mead to cooperate with the Homeowners Associations to the extent appropriate in the enforcement of the architectural standards within the subdivision while respecting that the subdivision covenants are private and only enforceable by the Homeowners Association through civil court action.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF MEAD, WELD COUNTY, COLORADO; THAT;**

**Section 1.** Provided that the indemnification referred to in Section 3 has been executed by all parties, the Town Clerk is hereby authorized and directed to withhold building permits for structures to be built within subdivisions having architectural review committees or similar committees whose purpose it is to review the design of structures to be built until receipt of a letter of approval of the design from said committee.

**Section 2.** It shall be the responsibility of the Homeowners Association of a subdivision to request the implementation of this resolution for their subdivision by letter to the Board of Trustees of the Town of Mead.

**Section 3. Indemnification of Town by Homeowners Association.** The Homeowners Association requesting the implementation of this resolution shall indemnify the Town for all costs associated with the defense of the Town's implementation of this resolution, by an agreement substantially in the form contained in Appendix A of this resolution. Execution of the indemnification agreement is a condition precedent to the Town's enforcement of this resolution for a particular subdivision.

**Section 4.** In the event that the Town Clerk issues a building permit without a letter of approval for the structure from the architectural review committee, neither the Town Clerk nor the Town shall have any liability, the Homeowners Association's sole remedy is to enforce its covenants in Weld County District Court.

**Section 5. Severability.** If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Board of Trustees hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

**Section 6. Effective Date.** This resolution shall be become effective immediately upon adoption.

**Section 7. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 8. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10<sup>th</sup> DAY OF July, 2000.

ATTEST:

By Judy L. Hegwood  
Judy L. Hegwood, Town Clerk

TOWN OF MEAD

By Keith A. Goshia  
Keith A. Goshia, Mayor

APPENDIX A

INDEMNIFICATION AGREEMENT

The \_\_\_\_\_ Homeowners Association, hereinafter called ASSOCIATION, agrees to indemnify and hold harmless Town of Mead, hereinafter called TOWN, its officers, employees, insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the enforcement or non-enforcement of Resolution No. 6 - R - 2000 by the TOWN, if such loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Town, or any officer, employee, representative, or agent of the Town. The ASSOCIATION agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the ASSOCIATION. The ASSOCIATION also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

In the event that such indemnification is not covered by insurance maintained by the ASSOCIATION, the ASSOCIATION agrees to the imposition of an assessment against each property owner within the subdivision in the manner provided by the covenants of the ASSOCIATION, and enforceable by the imposition of liens against said property in the manner provided by the covenants of the ASSOCIATION.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
HOMEOWNERS  
ASSOCIATION

TOWN OF MEAD

By \_\_\_\_\_,  
\_\_\_\_\_, President

\_\_\_\_\_  
Keith A. Goshia, Mayor

ATTEST:

ATTEST:

By \_\_\_\_\_,  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
Judy L. Hegwood, Town Clerk

STATE OF COLORADO    )  
                                  )  
                                  )    SS.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ who have stated under oath that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively of the \_\_\_\_\_ Homeowners Association.

My commission expires:

Witness My hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO    )  
                                  )  
                                  )    SS.  
COUNTY OF WELD            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by Keith A. Goshia and Judy L. Hegwood who have stated under oath that they are the Mayor and Town Clerk, respectively of the Town of Mead, Colorado.

My commission expires:

Witness My hand and official seal.

\_\_\_\_\_  
Notary Public