

Lot 25 annexation

**From:** Jessica H. Miller <[jessica@jhmillierlaw.com](mailto:jessica@jhmillierlaw.com)>  
**Sent:** Thursday, January 10, 2019 2:35 PM  
**To:** Ted Bertele <[director.ted@rooseveltridgehoa.com](mailto:director.ted@rooseveltridgehoa.com)>  
**Subject:** Re: Fwd: Annexation of Parcel D and Other Issues

Dear Board of Directors,

Lone Pine Real Estate, LLC is exercising its development rights under Section 12.2 of the Declaration. The Association is not taking action to amend its Declaration. Lone Pine Real Estate, LLC is selling Parcel D, the Association is not a party to that contract. Lone Pine Real Estate, LLC could take the action to exercise its development rights without consulting with the Association or seeking its input on the Supplemental Declaration to annex Parcel D. For example, Section 13.2 of the Declaration provides that property could annexed "by a statement in a deed from Declarant conveying a Lot that such Lot has been annexed to the Project Area."

When Lone Pine Real Estate, LLC decides to exercise its development rights under the Declaration, it is ultimately its responsibility to exercise them properly. However, Lone Pine Real Estate, LLC has reached out to the Association for input on this process as a courtesy, and I am representing the Association in that capacity. For example, when it is time to assess, it will serve the Association to be clear whether annexation has or has not occurred so it has clarity if it is acting in its right to collect assessments.

The first question is: what will the County allow through interpreting plats, resolutions, and conservation easements. If the County approves the development of Parcel D, then concerns about interpreting what the County will approve is moot. If the County approves the development of Parcel D, it is clear that the County interprets the relevant documents as allowing this development. I am not the County's attorney.

The next question is: what do the Association's governing documents allow:

The responsible governance policies provides that "The Association and the Design Review Committee may enforce the Declaration, the Bylaws, the Roosevelt Ridge Design Guidelines, the Roosevelt Ridge Illustrative Plan, the Roosevelt Ridge Submittal Process and Construction Regulations, the Design Guidelines and the Rules, if any, of the Association as authorized by and in accordance with the Act, the Declaration, the Bylaws and the Rules." May means may.

Section 12.2 Development Rights.

(a) Declarant hereby reserves for itself, its successors and assigns:

(i) the right to supplement or amend this Declaration and Plat to add all or any portion of the Annexable Property to the Project Area;

(ii) the right to amend this Declaration to create additional Lots and additional Common Area on all or any portion of the Annexable Property; provided, however, that the maximum number of Lots that may be created under this Declaration shall be twentyeight (28).

(iii) the right to subdivide any Lot owned by Declarant, provided that in no event shall any Lot be less than 17.5 acres in size;

(iv) the right to combine any Lots owned by Declarant;

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(v) the right to reconfigure (including changing the size of) and/or replat any Lot or Lots owned by Declarant, including Lots created by subdividing and/or combining Lots owned by Declarant;...

Section 15.16 Subdivision, Rezoning and Timesharing.

(a) No Lot or Dwelling Unit may be subdivided without the prior written consent of the Association, which consent must be evidenced on the plat or other instrument creating the subdivision. In no event shall any Lot be less than 17.5 acres in size.

This is not a subdivision of a Lot but an annexation of a portion of the Annexable Property.

Sincerely,

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