

FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
TALL PINES RANCH SUBDIVISION  
STATE OF COLORADO, COUNTY OF EL PASO

We, the undersigned owners of property in TALL PINES RANCH SUBDIVISION, do hereby consent to make the following Amendment to the Declaration of Covenants, Conditions and Restrictions of Tall Pines Ranch Subdivision, State of Colorado, County of El Paso.

Except as specifically amended herein all terms and conditions of those covenants filed of record on the 5th day of October, 1999 under Reception No. 099155872 in the records of the El Paso County Clerk and Recorder, shall remain in full force and effect as shall the provisions of the First Amendment to Covenants, Conditions and Restrictions filed of record on the 18<sup>th</sup> day of July, 2000 under Reception No. 200082873 in the records of the El Paso County Clerk and Recorder and the provisions of the Second Amendment to Covenants, Conditions and Restrictions filed of record on the 5<sup>th</sup> day of June 2003 under Reception No. 203124924 of the records of the El Paso County Clerk and Recorder.

This Amendment specifically rescinds the provisions of the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Tall Pines Ranch Subdivision, State of Colorado, County of El Paso filed of record on the 19<sup>th</sup> day of August, 2004 under Reception No. 204141237 of the Records of the El Paso County Clerk and Recorder.

Paragraph 4 is hereby amended to read as follows:

4. DWELLING SIZE. The minimum size of dwellings is not the only criteria used in the decision to approve or disapprove plans. Plans which meet the minimum size requirement may be disapproved on other criteria. The size of the dwelling is established primarily to reflect the Declarant's intent regarding the quality of the Project. Recognizing that size is not necessarily indicative of quality, the Committee may grant reasonable requests for variances to size criteria or give credit for special construction amenities when, in its sole discretion, such variances and credits enhance the quality and compatibility of the structure and the Project development.

The finished, enclosed living area of the main dwelling structure, exclusive of garages and porches, shall not be less than two thousand six hundred fifty (2,650) square feet for a one-level dwelling (ranch) nor less than three thousand two hundred fifty (3,250) square feet for a multiple level dwelling. The main level of a two-story dwelling with basement shall not be less than one thousand six hundred fifty (1,650) square feet. In its sole discretion, the Committee may treat a bi-level home as a single or multiple level building depending upon its

ROBERT C. "BOB" BALINK    El Paso County, CO  
07/25/2007 03:45:10 PM  
Doc \$0.00    Page  
Rec \$11.00    1 of 2    207098447



appearance. Attached garages are required for all houses and shall be of size to accommodate not less than three full-sized vehicles. All garage doors shall be equipped with automatic remote control openers and shall be kept closed except for immediate ingress or egress. No carport or other open, unenclosed structure intended as storage for parking of vehicles shall be constructed or used on any lot. Homeowners and contractors are encouraged to have garages which have side entrances whenever possible. The Committee, in its sole discretion, shall determine if the design of the garage is compatible with the design of the home and if it is consistent with the intent of these covenants and of the neighborhood. Automobiles and small boats shall not habitually be parked overnight outside of garages.

34. CORRESPONDENCE. All correspondence with the Association shall be directed to:  
Tall Pines Ranch Homeowner's Association  
c/o TMMC Property Management  
P.O. Box 1540  
Castle Rock, CO 80104  
(303) 985-9623  
(303) 814-8267 fax

Dated this 21st day of June, 2007 and signed by the owners of 35 of the 52 tracts of land in Tall Pines Ranch Subdivision.

IN WITNESS WHEREOF, the undersigned, has executed this Fourth Amendment as of the day and year written above.

By: G. T. Wright  
Gary T. Wright, Secretary  
Tall Pines Ranch Board of Directors

THIRD AMENDMENT

Robert C. Balink El Paso Cty, CO

08/19/2004 11:41

Doc \$0.00 Page

Rec \$5.00 1 of 1

204141237



4. DWELLING SIZE. The minimum size of the dwellings is not the only criteria used in the decision to approve or disapprove plans. Plans which meet the minimum size requirement may be disapproved based on other criteria. The size of the dwelling is established primarily to reflect the Declarant's intent regarding the quality of the Project. Recognizing that size is not necessarily indicative of quality, the Committee may grant reasonable requests for variances to size criteria or give credit for special construction amenities when, in its sole discretion, such variances and credits enhance the quality and compatibility of the structure and the Project development.

The finished, enclosed living area of the main dwelling structure, exclusive of garages and porches, shall not be less than two thousand six hundred fifty (2,650) square feet for a one-level dwelling (ranch with no basement) nor less than three thousand two hundred fifty (3,250) square feet for a multiple level dwelling (ranch with basement, two story without basement, or two story with basement). The main level of a ranch style dwelling with a basement shall not be less than two thousand three hundred fifty (2,350) square feet, and the main level of a two story dwelling with a basement shall not be less than one thousand six hundred fifty (1,650) square feet. In its sole discretion, the Committee may treat a bi-level home as a single or multiple level building depending upon its appearance. Attached garages are required for all houses and shall be of size to accommodate not less than three full-sized vehicles. All garage doors shall be equipped with automatic remote control openers and shall be kept closed except for immediate ingress or egress. No carport or other open, unenclosed structure intended as storage for parking of vehicles shall be constructed or used on any lot. Homeowners and contractors are encouraged to have garages which have side entrances whenever possible. The Committee, in its sole discretion, shall determine if the design of the garage is compatible with the design of the home and if it is consistent with the intent of these covenants and of the neighborhood. Automobiles and small boats shall not habitually be parked overnight outside of garages.

34. CORRESPONDENCE. All correspondence with the Association shall be directed to:

Tall Pines Ranch Homeowner's Association

P.O. Box 2244

Monument, CO 80132-2244

719-481-0010 (phone/fax)



**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
TALL PINES RANCH SUBDIVISION  
STATE OF COLORADO, COUNTY OF EL PASO**

We, the undersigned owners of property in TALL PINES RANCH SUBDIVISION, do hereby consent to make the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Tall Pines Ranch Subdivision, State of Colorado, County of El Paso.

Except as specifically amended herein all terms and conditions of those covenants filed of record on the 5<sup>th</sup> day of October, 1999 and the 18<sup>th</sup> of July, 2000 under Reception No. 099155872 and 200082873 respectively in the El Paso County Clerk and Recorder, shall remain in full force and effect.

Paragraph 10 of the Declaration of Covenants is hereby replaced in its entirety and shall read as follows:

**10. TIME OF CONSTRUCTION AND BUILDER'S COMPLIANCE FEE.**  
No construction shall be permitted upon any Lot until Declarant has been paid in full for said Lot.

Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Committee, construction of that particular structure, including landscaping, shall be completed within twelve (12) months of the time such construction was initiated. The Committee may extend the time for completion under unusual circumstances, and any such time extension shall be in writing. In no event, other than inclement weather, shall final grading and clean-up (debris, stumps, limbs, leftover building items, etc.) be delayed more than thirty (30) days after completion of a home. Fines for non-compliance shall be determined by the Committee. A builder's compliance fee, in an amount set by the Committee, shall be paid to the Committee at time of approval of house plans and shall be refunded upon satisfactory completion of the dwelling structure and compliance with clean-up and final grading provisions of this paragraph.

If any structure be abandoned, Declarant or the Committee shall have the authority to remove or complete all or portions of such structures so as to prevent its being unsightly and a detriment to the area or to becoming an attractive nuisance. Notice of Intent to remove or complete will be mailed to the Owner at

his last known address and shall be posted on the Lot ten (10) days prior to such action and, in the event that such removal becomes necessary, the Owner of the Lot shall be liable for all costs of such work, which costs shall constitute a lien which shall be recorded against said Property and shall be due and payable immediately and bear interest at the rate of eighteen percent (18%) per annum until paid.

Paragraph 15.j. of the Declaration of Covenants is hereby replaced in its entirety and shall read as follows:

j. Driveways. In addition to obtaining approval from the Committee, purchasers must obtain a written driveway permit from the El Paso County Department of Transportation prior to connection of any driveway to a public road. Owners of Lots are advised that the County has no responsibility for and will not plow snow or otherwise maintain driveways whether on flag lots or other lots. Such responsibility is solely that of the lot owner. All driveways shall be constructed of concrete, asphalt, brick or "pavestone" type material. Metal flared end extensions with additional stone, rock, brick or other masonry treatment are required on all driveway culverts, or else concrete or masonry headwalls to prevent bent and exposed ends of culvert pipes and consequently unattractive approach to a Home. Plans submitted to the Committee must include the manner in which the driveway shall be constructed, and approval must be obtained from the Committee prior to commencement of construction.

Add Paragraph 15.p. to the Declaration of Covenants in its entirety and shall read as follows:

p. Building Height. In accordance with the General Development Guide (VI.c.) and El Paso County zoning regulations, maximum building heights for the development shall not exceed thirty-five (35) feet. Building height is defined as: The vertical distance measured from the average elevation of the finished grade adjoining the building to the mean height level of a conventional roof. The Committee will not allow building height to exceed thirty-five (35) feet from the natural grade of the lot by manipulation of the finished grade. Additionally, the buildings shall be designed so as to preserve to the maximum extent possible existing view corridors of adjacent developed properties.

Add Paragraph 15.q. to the Declaration of Covenants in its entirety and shall read as follows:

q. Swimming Pools. Due to water use restrictions placed on the subdivision by the State of Colorado (Paragraph 11), swimming pools are not permitted. Hot

tubs, spas or small therapeutic pools up to a maximum of 750 gallons will normally be approved.

**Paragraph 26. of the Declaration of Covenants is hereby replaced in its entirety and shall read as follows:**

**26. Vehicle Parking.** No vehicles, motorhomes, travel trailers, horse trailers, campers, boats, farm implements or similar equipment shall be stored longer than two (2) weeks within the Project except in a closed garage. The intent of this paragraph is to prevent clutter and enhance natural appearance. No junk or abandoned vehicles, as defined by applicable governmental regulation or by the Committee, in its sole discretion, shall be allowed.

**APPROVED BY A MAJORITY VOTE OF VOTERS MAY 29, 2002. Signed by the owners of the 52 tracts of land in Tall Pines Ranch subdivision.**

**FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
TALL PINES RANCH SUBDIVISION  
STATE OF COLORADO, COUNTY OF EL PASO**

We, the undersigned owners of property in TALL PINES RANCH SUBDIVISION, do hereby consent to make the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Tall Pines Ranch Subdivision, State of Colorado, County of El Paso

Except as specifically amended herein all terms and conditions of those covenants filed of record on the 5<sup>th</sup> day of October, 1999 under Reception No 099155872 in the records of El Paso County Clerk and Recorder, shall remain in full force and effect

Paragraph 4 of the Declaration of Covenants is hereby replaced in its entirety and shall read as follows:

- 4 **DWELLING SIZE** The minimum size of dwellings is not the only criteria used in the decision to approve or disapprove plans. Plans which meet the minimum size requirement may be disapproved based on other criteria. The size of the dwelling is established primarily to reflect the Declarant's intent regarding the quality of the Project. Recognizing that size is not necessarily indicative of the quality, the Committee may grant reasonable requests for variances to size criteria or give credit for special construction amenities when, in its sole discretion, such variances and credits enhance the quality and compatibility of the structure and the Project development.

The finished, enclosed living area of the main dwelling structure, exclusive of garages and porches, shall not be less than two thousand six hundred fifty (2,650) square feet for a one-level dwelling nor less than three thousand two hundred fifty (3,250) square feet for a multiple level dwelling, but the ground floor finished enclosed living area for a dwelling of more than one level shall not be less than one thousand six hundred fifty (1,650) square feet nor less than two thousand two hundred fifty (2,250) square feet on the upper two of three levels of a tri-level. In its sole discretion, the Committee may treat a bi-level or a home with walk-out basement as a single or multi-level building depending upon its appearance, size, location and amount of finished interior space. Attached garages are required for all houses and shall be of size to accommodate not less than three full-sized vehicles. All garage doors shall be equipped with automatic remote control openers and shall be kept closed except for immediate ingress or egress. No carport or other open, unenclosed structure intended as storage for parking for vehicles shall be constructed or used on any lot. Homeowners and contractors are encouraged to have garages which have side entrances whenever possible. The Committee, in its sole discretion, shall determine if the design of the garage is compatible with the



C-1637 COURTESY RECORDING

design of the home and if it is consistent with the intent of these covenants and of the neighborhood. Automobiles and small boats shall not habitually be parked overnight outside of garages.

Subparagraphs 15(b) and 15 (d) are hereby replaced in their entirety and shall read as follows:

- b. Masonry. A minimum of forty percent (40%) of the exterior area of the front of the primary dwelling shall be of masonry construction (i.e. brick, stone, cultured stone etc )
- c. Facing/Siding. Exposed concrete on buildings shall be stuccoed, or covered with brick or stone or other material meeting the approval of the Committee. If brick or stone is used as facing, other than decoratively, it must be used on all sides of a building as seen from any road. Natural wood siding must be treated and periodically maintained with some type of preservative or stain, and color samples shall be submitted with plans. The exterior siding of accessory buildings shall substantially match the exterior siding of the primary residence. All sides facing a street must have a minimum of forty percent (40%) of brick, stone or other material approved by the Committee.

DATED this 10th day of April, 2000 and signed by the owners of 49 of the 52 tracts of land in Tall Pines Ranch subdivision.

---

J. Patrick Kelly El Paso Cty, CO 200082873  
07/18/2000 08:07  
Doc \$0.00 Page  
Rec \$10.00 2 of 2



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**TALL PINES RANCH SUBDIVISION**

*KNOW ALL MEN BY THESE PRESENTS:*

THIS DECLARATION, made and entered into as of the date shown below by Harold E. and Harriette A. Moran, Stephen K. and Barbara J. White, Roland E. and Carla J. Shearer and Anthony D. and Barbara A. Verrico, owners of Tall Pines Ranch Subdivision, hereinafter jointly called "Declarant" for themselves, their heirs, successors and assigns:


**WITNESSETH**

WHEREAS, the Declarant is the owner of real property located within a portion of the southeast one-quarter of Section 7 and the southwest one-quarter of Section 8, Township 11 south, Range 66 West of the Principal Meridian, County of El Paso, State of Colorado, more particularly described on the Final Plat of Tall Pines Ranch, hereinafter called the "Property," and,

WHEREAS, THE Declarant desires to submit the Property to the covenants, terms and provisions hereof.

NOW, THEREFORE, the Declarant hereby declares that all of the Property, as hereinafter described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, encumbered, liened and conveyed subject to the following easements, reservations, uses, limitations and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all of which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

- I. **DEFINITIONS.** The terms used herein shall have the following meanings, except as otherwise provided herein:
  - A. "Association" shall mean and refer to the Tall Pines Homeowner's Association, Inc., a Colorado non-profit corporation, which has been or shall be organized under the laws of the State of Colorado, its successors and assigns.
  - B. "Committee" shall mean the architectural control committee of three or more persons appointed by the Declarant or the Association, or it may be the Board of Directors of the Association (the "Board"), to review and approve the plans for all improvements constructed on the property.

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 1 of 32 

- C. "Home" shall mean the residential dwelling improvement constructed and located upon a Lot.
- D. "Lot" shall mean and refer to any of the lots shown on any recorded plat of the Property, together with all appurtenances thereto and improvements now or hereafter thereon erected and shall be interchangeable with the term "Lots." The boundaries of the Lots shall be shown on any recorded plat of the Property which shall be incorporated herein by this reference.
- E. "Declaration" means this Declaration as contained herein and as it may be amended from time to time as herein provided.
- F. "Declarant" shall mean and refer to Harold Moran, Harriette Moran, Steve White, Barbara White, Roland Shearer, Carla Shearer, Anthony Verrico and Barbara Verrico, their heirs agents, employees, contractors, successors and assigns to whom Declarant expressly transfers all or any part of its rights as Declarant hereunder.
- G. "Owner" means any person, corporation, partnership, association, contractor, sellers or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more lots. The term "Owner" shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee and assignee of any owner but shall not refer to any mortgagee as herein defined.
- H. "Mortgage" means any person or entity, or any successor or assign thereof, which holds or owns a Mortgage. The term shall also include the Administrator of the Department of Veterans Affairs, an officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not but if not recorded, then written notice thereof shall be delivered to the Board. "First Mortgage" shall mean a Mortgage upon a Lot having priority of record over all other recorded encumbrances and liens thereon, except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). "First Mortgagee" means a mortgagee whose encumbrances is a First Mortgage.
- I. "Project" means all of the Property, together with Improvements and rights, and improvements located on the Property and all rights, easements and appurtenances belonging thereto, and shall include any real property subsequently annexed to or added in any manner to the Project.

J. Patrick Kelly El Paso Cty, CO

10/05/1999 04:21

Doc \$0.00 Page

Rec \$160.00 2 of 32

099155872

2. **INTENT.** The intent of these covenants is to establish a general plan of development for the benefit of the entire Project and to preserve the Project as an exclusive, high quality residential area of lasting value, and the covenants have been designed to that end. Property owners in the Project should be people who value quality, who will respect, uphold and observe the letter, spirit and intent of these covenants, and who will insist upon their strict enforcement.
3. **BUILDING TYPE AND USE.** All lots shall be known and described as residential lots and shall be used only for custom build residential homes or country estates. No structure shall be erected, altered, converted, placed or permitted to remain on any lot other than a one single-family dwelling not to exceed two and one-half (2 ½) stories in height, together with attached garage and any related structure approved by the Committee; all building and improvements shall be used solely for single family residential purposes and shall not be used for commercial purposes, except for allowable home occupations, or in violation of zoning or other laws or regulations. No structure may be erected prior to construction of the main dwelling. The Project is intended only for the custom built homes of harmonious design to complement the natural terrain and other homes constructed in the subdivision. No mobile homes, pre-manufactured homes or domes shall be approved.
4. **DWELLING SIZE.** The minimum size of the dwellings is not the only criteria used in the decision to approve or disapprove plans. Plans which meet the minimum size requirement may be disapproved based on other criteria. The size of the dwelling is established primarily to reflect the Declarant's intent regarding the quality of the Project. Recognizing that size is not necessarily indicative of the quality, the Committee may grant reasonable requests for variances to size criteria or give credit for special construction amenities when, in its sole discretion, such variances and credits enhance the quality and compatibility of the structure and the Project development.

The finished, enclosed living area of the main dwelling structure, exclusive of garages and porches, shall not be less than two thousand three hundred (2,300) square feet for a one-level dwelling nor less than three thousand (3,000) square feet for a multiple level dwelling, but the ground floor finished enclosed living area for a dwelling of more than one level shall not be less than one thousand three hundred (1,300) square feet nor less than two thousand (2,000) square feet on the upper two of three levels of a tri-level. The main level of a ranch style dwelling with a basement shall be not less than two thousand one hundred (2,100) square feet and the total square footage of the home shall not be less than three thousand (3,000) square feet. In its sole discretion, the Committee may treat a bi-level or a home with walk-out basement as a single or multi-level building depending upon its appearance, size, location and amount of finished interior space. Attached garages are

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 3 of 32

required for all houses and shall be of size to accommodate not less than three full sized vehicles. All garage doors shall be equipped with automatic remote control openers and shall be kept closed except for immediate ingress or egress. No carport or other open, unenclosed structure intended as storage for parking for vehicles shall be constructed or used on any lot. Homeowners and contractors are encouraged to have garages which have side entrances whenever possible. The Committee, in its sole discretion, shall determine if the design of the garage is compatible with the design of the home and if it is consistent with the intent of these covenants and of the neighborhood. Automobiles and small boats shall not habitually be parked overnight outside of garages.

5. **BUILDING LOCATION.** When the house plans are submitted to the Committee, the plans shall be accompanied by a separate plot plan showing the planned location of all improvements contemplated upon the Lot, and the Committee may in its sole discretion alter the site location or deny construction if in its opinion the proposed site location would unduly interfere with adjoining lots as to view, proximity and construction, the natural plant and tree growth on the lot, the terrain, or cause other potential interference with existing or proposed construction on adjoining lots. There shall be a maximum of two accessory buildings allowed on the Lot. The combined square footage of the buildings shall not exceed sixty percent (60%) of the finished livable square feet of the primary residence, provided however that the maximum allowable square footage of the accessory buildings shall not exceed one thousand eight hundred (1,800) square feet. Buildings should be located on lots in such a way as to minimize damage to existing foliage and natural growth. No trees may be removed other than under the provisions of Paragraph 17 hereof, and the lots shall be maintained in the natural state as nearly as possible, except that a reasonably sized lawn and garden, not to cumulatively exceed two thousand five hundred (2,500) square feet may be planted around the house. No clear cutting of trees for any purpose whatsoever shall be allowed. The accessories buildings shall be located behind the principal dwelling if possible. The Well and septic system will be located and approved by the applicable regulatory agencies including the El Paso County Health Department prior to the location of the home. The Committee, in its sole discretion, may deny the application of a homeowner or contractor if the Well, septic system and house do not all conform to applicable regulations and are located so as to maximize the consistency of the dwelling and appurtenances with the intent of these covenants.
6. **SETBACKS.** No building shall be erected, placed or altered on any lot nearer than ninety (90) feet to any Lot line fronting a road, nor nearer than thirty-five (35) feet to any other Lot line except upon those Lots where the setback on the plat is greater than the above setback requirements in which case the distances set forth on the plat shall control. Exceptions to the setback requirements are sometimes logical and may be made by the Committee in

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 4 of 32

cases where extenuating circumstances exist except that the Committee shall have no authority to grant exceptions on those Lots where the setback is less than the above minimums and in those cases the setbacks on the plat shall not be varied except by a replatting of the Lot which requires approval of the El Paso County Board of County Commissioners, or by a future governmental entity which acquires jurisdiction over the subdivision. In other cases any such exception must be requested in writing and granted by the Committee in writing. For the purposes of this covenant, eaves, steps and open porches shall be considered as parts of the building. Setbacks shall also comply with all notes on the recorded plat and zoning requirements. Declarant or the Committee may designate additional setbacks and/or designate no-build areas on Lots to protect views of the mountains for adjacent Lots with views, in the sole discretion of the Committee; however the Committee shall have no obligation to so designate. The existing four homes currently located on the property are excluded from building location and setback requirements applicable to the property as are the existing accessory buildings including that located on the property specifically described in Paragraph 28 hereof.

7. **TEMPORARY RESIDENCES.** No structure of temporary character, trailer, recreation vehicle, basement, tent or accessory building shall be used on any Lot as a residence, temporarily or permanently.
8. **ASSOCIATION.** The Association shall operate as a Colorado non-profit corporation pursuant to its Articles of Incorporation and Bylaws, which may include, without limitation, provisions for the indemnification of officers and directors. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. If additional Lots are added to the Association, membership shall automatically be expanded thereby. Members shall have the right to cast votes on all matters to be voted on by the members, as provided in the Association's Articles of Incorporation and Bylaws. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as the owners may determine, but in no event shall more than one vote be cast with respect to any Lot nor may votes be split. The Association is responsible for administering the plan for augmentation as described in Paragraph 11. The Association and individual lot owners also have maintenance responsibilities for the detention basins located on Lots 7, 15 and 50 as set forth in that Private Detention Basin Maintenance Agreement recorded at Reception No. 99155869 of the records of the Clerk and Recorder of El Paso County, Colorado, which Private Detention Basin Maintenance Agreement is hereby incorporated into this Declaration.
9. **ASSESSMENTS.** Each Owner, for each Lot owned within the Property, by acceptance of a deed therefore or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 5 of 32

Association, in the manner, amounts and times prescribed herein, all assessments, charges, fees, fines and other sums which are described in this Declaration and in the Private Detention Basin Maintenance Agreement (hereinafter collectively called the "Assessments") and which shall be both a personal obligation of the Owner and a lien against his Lot as provided herein. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the Assessments by non-use of any common properties or services, by abandonment or leasing of his Lot, or by asserting any claims against the Association, the Declarant or any other person or entity.

- A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners and for the improvement and maintenance of the Project, as more specifically provided herein.
- B. Annual Assessments. The annual assessments may specifically include, but shall not be limited to, expenses of management of the Association and its activities; taxes and special Assessments upon the Association's real and personal property, if any; premiums for all insurance which the Association is required by statute or First Mortgages to maintain, or all insurance authorized by the Board in its sole discretion, and all other expenses connected with such insurance; the creation of adequate reserve funds for maintenance, repairs and replacement of those elements of common property or maintenance that must be done or replaced on a periodic basis and are payable in regular installments, rather than by Assessments; and any other costs, expenses and fees which may be incurred or may reasonably be expected to be incurred by the Board, in its sole discretion, for the benefit of the Owners under or by reason of this Declaration including, without limitation, expenses relating to the Augmentation Plan, detention basins and any common properties.
- C. Limit on Annual Assessments. Until January 1, 2000 the maximum annual Assessments on each Lot shall be one hundred eighty dollars (\$180.00), and thereafter until January 1, 2001, the maximum annual assessment shall not exceed three hundred sixty dollars (\$360.00) and after that date it may be increased by the Association's Board of Directors at a rate not to exceed ten percent (10%) per year thereafter, provided however, that the annual Assessment, exclusive of any optional user's fees and any insurance premiums paid by the Association, shall not exceed five hundred dollars (\$500.00) per year.

J. Patrick Kelly El Paso Cty, CO  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 6 of 32

099155872

The limitation on Assessments may be exceeded in whole or in part if in the sole discretion of the Board of Directors of the Association additional funds are required for implementation of the augmentation plan which additional amounts, if required, may be used for monitoring and annual reports as required by the Division Engineer, State of Colorado and a fund for future construction and operation of a well or wells pursuant to the Water Rights Decree and for obligations under the Private Detention Basin Maintenance Agreement, if required. Any such Assessment shall be established by the Association and shall be collected and shall have the same force and effect as a personal lien and a lien against property as is set forth within this Declaration. All procedures and effects shall be the same as set forth in this Declaration relating to Assessments.

- D. Procedure for Annual Assessments. The Assessments shall be payable in an annual amount and shall commence when the first Lot is conveyed to a Purchaser from Declarant. Declarant shall not pay the assessment on lots owned by it until seventy-five percent (75%) of the lots have been sold or until Jan. 1, 2004, whichever may first occur, after which any remaining lots owned by Declarant shall be subject to the annual assessments in the same manner as all other owners. The Association's Board of Directors may fix the annual Assessment at an amount not in excess of the maximum stated above and shall provide such notice and procedure for budgeting and collection as the Board deems appropriate in its sole discretion. The Association may furnish to an Owner, upon written request delivered to the Association's registered agent, a written statement setting forth the amount of any Assessments levied against a Lot, whether paid or unpaid, and the statement may be relied upon by all Owners acting in good faith thereon as conclusive evidence of the amount unpaid or of proof of payment of such Assessment.
- E. Collection of Assessments. Any Assessment which is not paid when due shall be delinquent, and the Association may impose a late charge for each month any Assessment is delinquent, and may also collect the attorneys fees, costs and expenses of any collection. Additionally, the Association may bring an action at law against any Owner personally obligated to pay any Assessment and, in the event of any lawsuit, the delinquent Owner shall pay all attorneys fees, court costs and any expenses of such lawsuit.

Additionally, any such unpaid Assessment, together with all expenses of collection and attorneys fees, shall be a continuing lien upon the Lot against which such Assessment was made. The Association may enforce such lien by filing with the Clerk and Recorder of El Paso County a statement of lien with respect to said Lot, setting forth such

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 7 of 32

information as the Association may deem appropriate. Said lien shall run with the land and shall additionally secure all Assessments and expenses which become due after its filing. Said lien may be foreclosed by the Association in the manner provided for foreclosures of mortgages under the laws and statutes of the State of Colorado. All rights and remedies of the Association are cumulative, and foreclosure of the lien shall not prevent a lawsuit against the Owner personally liable therefore whether taken before, after or during such foreclosure. Said lien may be released by recording an appropriate document executed by an officer or agent of the Association. Such lien is in addition to any statutory lien allowed to the Association by law. Said lien shall be superior and prior to any homestead rights or similar exemption now or hereafter provided under state or federal law to any Owner, whose acceptance of a deed to a lot shall constitute a waiver of any homestead or other rights.

F. Subordination of the Lien to Mortgages. The lien for any Assessment provided for herein shall be subordinate to the lien of a First Mortgage recorded before the delinquent Assessment was due. Sale or transfer of any Lot shall not affect the lien for said Assessment except that sale or transfer of any Lot pursuant to foreclosure of any such First Mortgage, or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall extinguish the lien of Assessment which became due prior to any acquisition of title to such Lot by the First Mortgagee pursuant to any such sale or transfer, or foreclosure, of any proceeding in lieu thereof including, without limitation, any deed in lieu of foreclosure. No such sale, transfer, foreclosure, or any above-described proceeding in lieu thereof, shall relieve any Lot from liability for any Assessment becoming due after such acquisition of title, nor from the lien thereof, nor the personal liability of the Owner of such Lot for Assessments due during the period of his Ownership.

10. TIME OF CONSTRUCTION AND BUILDER'S COMPLIANCE FEE. No construction shall be permitted upon any Lot until Declarant has been paid in full for said Lot

Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Committee, construction of that particular structure, including landscaping, shall be completed within nine (9) months of the time such construction was initiated. The Committee may extend the time for completion under unusual circumstances, and any such time extension shall be in writing. In no event, other than inclement weather, shall final grading and clean-up (debris, stumps, limbs, leftover building items, etc.) be delayed more than thirty (30) days after completion of a home. A builder's compliance fee, in an amount set by the Committee, shall be paid to the

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 8 of 32



Committee at time of approval of house plans and shall be refunded upon satisfactory completion of the dwelling structure and compliance with the clean-up and final grading provisions of this paragraph.

If any structure be abandoned, Declarant or the Committee shall have the authority to remove or complete all or portions of such structures so as to prevent its being unsightly and a detriment to the area or to becoming an attractive nuisance. Notice of Intent to remove or complete will be mailed to the Owner at his last known address and shall be posted on the Lot ten (10) days prior to such action and, in the event that such removal becomes necessary, the Owner of the Lot shall be liable for all costs of such work, which costs shall constitute a lien which shall be recorded against said Property and shall be due and payable immediately and bear interest at the rate of eighteen percent (18%) per annum until paid.

11. WATER AUGMENTATION PLAN REQUIREMENTS. All lots in the Project shall be subject to the requirements as set forth in the decree in the District Court, Water Division 2, State of Colorado, Case No. 97CW51 and Case No. 97CW190 (Water Division 1), which cases have been combined, a copy of which is attached hereto as Exhibit "A" and fully incorporated herein by this reference (the Augmentation Plan."), including limiting use within the subdivision from the Dawson and Denver aquifers to an average of no more than 23.45 acre feet per year, maintaining a meter, as noted below, limiting irrigation and maintaining individual sewage disposal systems in proper working order. Since failure to comply with the terms of the decree jeopardizes the water rights of all homes within the Project, upon failure to comply the Association may enter upon the property, complete any work required to comply with the decree and charge the owner all expenses of such activity which charges shall become a lien on the property in the same manner as annual assessments.

- A. Each Owner shall be responsible for obtaining a permit for a well to provide a water supply to his dwelling and for constructing and operating such well. All wells shall be constructed and operated in compliance with the Augmentation Plan and the permits for such wells.
- B. Each Owner will be required to log a well as it is constructed and a well meter, with an accessible, exterior read-out, shall be installed so as to provide information necessary to the Augmentation Plan. Each Owner shall maintain the meter and the well and shall allow the Association or its agents to enter the Owner's Lot to read and inspect the meter.

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 9 of 32

- C. Each Owner shall provide any information necessary to enable any reports required under the Augmentation Plan to be filed in a timely manner.
- D. Declarant hereby assigns to the Association any and all right, interest and responsibilities under the Augmentation Plan, including without limitation, all groundwater rights and plan for augmentation evidenced by decree in consolidated Case Nos. 97CW51, District Court, Water Division 2 and 97CW190, District Court, Water Division 1, recorded at Reception No. 099019927, El Paso County Clerk and Recorder; and rights to 1,523 acre feet of groundwater in the Arapahoe aquifer, and all groundwater and groundwater rights in the Laramie Hills aquifer, all of which were decreed in consolidated Case No.s 97CW51, District Court, Water Division 2 and 97CW190, District Court, Water Division 1 as recorded as noted above. By this assignment to the Association, Declarant shall be relieved of any responsibility for the administration or enforcement of the Augmentation Plan or the operation of the augmentation water supply, and the Association shall be obligated to perform the same. By such assignment, the Association shall hold such interest in the Augmentation Plan and augmentation water supply for the benefit of all Lot Owners, shall assume the responsibility for administering and enforcing the Augmentation Plan, and shall take all necessary actions to ensure protection of water and well rights for all Lot Owners pursuant to the Augmentation Plan, including pursuing and maintaining all further action required under the Augmentation Plan, including the possible replacement of pumping and post-pumping depletions from the subject wells, which may include all costs associated with drilling, equipping, operating and maintaining any well or wells and associated infrastructure that may be required to deliver the reserved ground water to the respective basins. Failure of the Association or the Owners to comply with the terms of the Augmentation Plan may result in an order from the Division Engineer's Office to curtail or eliminate pumping of the Owner's wells.
- E. Drainage structures exist on site in the areas shown on the plat. Additional easements regarding drainage may exist on certain portions of some Lots as shown on the recorded plat of the Project. The purpose of such facilities is to maintain historic drainage flows within the Project property, since home and road construction may slightly increase drainage flow. Additionally, no structures, landscaping or other materials shall be placed within designated areas as shown on the plat or any drainage easements. Any drainage and any structures on those areas shall be repaired and

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 10 of 32

maintained by the Owner of said lots for augmentation purposes. Declarant, El Paso County, Soil Conservation entities, the Association and their successors and assigns reserve the right to enter upon said easements and areas periodically for purposes of inspection and related matters. Additionally, outdoor irrigation on any lot is limited to 2,500 square feet so long as the water is supplied by a well from the Dawson or Denver aquifer which limitation is made pursuant to the Augmentation Plan and is in addition to any other limitations contained herein.

F. Declarant, its successors and assigns, at the time of lot sales, shall convey to individual lot owners sufficient water rights in the Dawson Aquifer underlying each lot to satisfy El Paso County's 300-year water supply requirement, and to enable lot owners to obtain well permits from the State Engineer. That amount shall be as follows: 0.45 acre-feet per lot per year or 135 acre-feet per lot for a 300-lyear supply.

G. No changes or deletions to this Paragraph may be made which may alter or in any manner compromise the Augmentation Plan or the water rights of either Declarant or the Owners, except by order of the applicable Water Court.

12. GENERAL DEVELOPMENT GUIDE. The Declarant has obtained the required approval of El Paso County for a General Development Guide, recorded at Reception No. 99155870 of the records of the Clerk and Recorder of El Paso County Colorado (a copy of which is attached hereto as Exhibit "B") and fully incorporated herein by this reference (the "Development Guide"). The General Development Guide is also recorded separately from these covenants. Each Owner and the Association shall comply with the Development Guide including, without limitation, the wildfire mitigation requirement, which shall be enforced along with all provisions in the Development Guide. The Association shall enforce the Development Guide as well as the Augmentation Plan as a part of this Declaration.

13. ARCHITECTURAL CONTROL AND DESIGN. The purpose of this covenant is to assure, through intelligent architectural control of building design, placement, materials, colors and construction, that the Project shall become and remain an attractive residential community, and to uphold and enhance property values.

A. Architectural Control Committee. This Committee is composed of Declarant, its heirs, successors or assigns, represented by three (3)

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 11 of 32

persons who shall be appointed by Declarant until seventy-five percent (75%) of the Lots have been sold by Declarant; however, at its option and choice of time Declarant may relinquish control of the Committee to the Association at any time. After the Association controls the Committee, the three (3) members shall be appointed by the Association's Board of Directors.

Members of the Committee shall serve two year terms, provided, however, any member appointed by the Declarant may be removed by the Declarant and any member of the Committee appointed by the Association may be removed by a vote of two-thirds (2/3) of the Board. In the event of the death or resignation of any member of the Committee, the remaining members thereof shall have full authority to act until a successor has been selected and appointed. In the event a successor is not selected and seated within thirty (30) days of the vacancy occurring, the remaining members of the Committee shall have the authority to appoint a person to serve the unexpired term of the Committee member who is departing the Committee.

- B. Non-Liability. Neither the Declarant, the Committee, the Association, nor any person acting therefor, shall be liable in damages or otherwise to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests, or with regard to any other actions taken by the Committee or the Association under authorization of the provisions hereof.
- C. Records retained by Committee. The Committee shall maintain records of election of its members. It shall retain a complete file of applications, home plans and location sketches until all structures applied for thereunder have been completed and for five (5) years thereafter. If requests for additions are made, both the original plans and plans for said additions will be kept until said additions are completed, and for a period of five (5) years thereafter.
- D. Compensation. A non-refundable architectural review fee not to exceed two hundred dollars (\$200.00) shall be submitted along with each submittal of plans to the Committee to defray the administrative costs of the review process. Any unused portions thereof shall be deposited into the Enforcement Fund as set forth in this Declaration. No compensation other than reimbursement of expenses shall be received by members of the Committee for services performed pursuant to this covenant.
- E. Procedures for Obtaining Approval of Plans. The application and plans shall be submitted with review fee to the Committee.

J. Patrick Kelly El Paso Cty, CO

10/05/1999 04:21

099155872

Doc \$0.00 Page

Rec \$160.00 12 of 32

1. If the Owner believes that his plans may encounter serious objections, he should submit preliminary drawings and/or a preliminary sketch and request, in writing, and preliminary review prior to incurring the expense of having detailed architectural working plans drawn. Such preliminary review shall not constitute final action.
2. The Owner shall make written application on a form provided by and obtained from the Committee which shall be submitted with the following attachments:
  - a. One (1) copy of a site plan, drawn to scale, showing the exact location on the Lot of all proposed improvements (house, well, septic, leach field and other buildings even if only contemplated for the future). Exact proposed setbacks from Lot lines must be delineated. Access routes (driveways) to proposed structures and any clearing, plantings, outside lighting plans, or fencing must be included. Topographic maps showing terrain lines may be required.
  - b. One (1) complete set of construction plans for building(s) detailing the floor plan, elevations, site locations, and exterior building materials. If feasible in conformity with the design of the home garages should open to the side or rear of the house away from the street.
  - c. Color samples and, if deemed necessary by the Committee, samples of siding, roofing and other material.
  - d. A landscape plan shall be submitted in accordance with this Declaration and the wildfire mitigation plan.
  - e. A copy of the well permit application in the form to be submitted to the Office of the State Engineer.
  - f. The Committee shall examine and consider plans, make field trips to the site; the Owner may be required to provide a survey and shall stake out the proposed location of buildings prior to submission of final plans. The Committee shall approve or disapprove all submissions in writing and shall return a copy of the submission form with its determination and comments, as appropriate. The set of plans, site plan and material/color samples shall be kept in the files of the Committee. The Committee may require the Owner to make other submissions, to include material samples, prior to considering any application.

The Committee should seek to approve or disapprove submissions within thirty (30) days of written receipt,

J. Patrick Kelly El Paso Cty., CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 13 of 32

but, if disapproved, the Committee may take an additional thirty (30) days to consider any resubmitted plans. Normally, submissions will be acted upon in less time but Owners should plan sufficiently in advance to give the Committee time to thoroughly examine plans, make on-site inspections and make well-considered decisions. In the event that the Committee fails to approve or disapprove within sixty (60) days after written receipt of any written submission or, in any event, if no suit has been filed to enjoin the construction prior to its completion, approval shall not be required, and the related covenants requiring Committee approval shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed and followed. The foregoing notwithstanding, no plans shall be approved nor shall the above sixty (60) day automatic approval pertain, unless the Owner is current on his Assessments to the Association.

- g. A two-thirds (2/3) vote of the Committee shall determine approval or disapproval. The Committee members will coordinate and work in concert with each other and report the Committee decision as that of the Committee and not individually.

**14. AUTHORITY OF COMMITTEE.** The Committee is empowered to approve or disapprove in writing all plans for construction, site locations, clearing, plantings, fencing, additions to existing structures, remodeling that alters the exterior, replacement of roofs, changing of house colors and any other changes in the natural environment of Lots or appearance of Homes in the Project. Disapproval of submissions by the Committee may be based upon any grounds, including purely aesthetic grounds. If such submissions are disapproved, the Committee shall give written reason for said disapproval to applicant. The Committee may make other reasonable requirements of the applicant including, but not limited to, submission of additional plans, specifications, and material samples, and may require such changes as it deems necessary to conform to the overall intent as herein expressed.

The Committee shall have the right to alter site locations as shown on the submitted site plan, or deny construction if, in the opinion of the Committee, the proposed site locations will unduly interfere with adjoining Lots as to view, intrusions or sound or light, sanitation, proximity or type of construction, actual or proposed or unduly damage the natural growth and terrain.

J. Patriok Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 14 of 32

The Committee may prohibit the construction of fences, houses or other improvements to any Lot and is empowered to order their removal if written application was not made by the Owner, or if approval was not granted in accordance with these covenants, or if actual construction is different from the approved plans.

The Committee, upon written request, shall have the authority to grant in writing, variances from the provisions of this Declaration as they apply to construction and setbacks, in cases of irregularly shaped Lots, unusual terrain, highly desirable building sites near Lot lines, or other conditions wherein the strict enforcement of these covenants would result in unusual hardship. The Committee shall be the sole and exclusive judge of whether or not such hardship exists. It is the intent of these Declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive. The Committee shall resolve all questions and interpretations and these covenants shall be interpreted in accordance with their general purpose and intent as herein expressed. The Committee shall have no authority to grant a variance in setback requirements which setback is shown on the plat and is a condition of approval by the governing body in which case only the governmental body then having jurisdiction of the Project may grant such change through a replatting process.

**15. ARCHITECTURAL DESIGN AND REQUIREMENTS.** In addition to the other requirements hereof, the following pertain:

a. Construction. No building, accessory building, structure, walls, gates, hedges, fences, mailboxes, driveways, windbreaks, swimming pools, flagpoles, greenhouses, play areas, hot tubs, satellite dishes, windmills, pump houses, water tanks, gas tanks, exterior lighting or other improvements shall be commenced, erected, converted, placed, added to, maintained or altered on any Lot until the construction plans and specifications, to include design, height, material and color samples to be used, and a site plan showing the exact location of the structure(s) have been approved by the Committee in writing as to quality of workmanship and materials, harmony of external design with existing structure(s), location with respect to other structures planned, and as to topography and finished grade elevation. This requirement applies both to new construction and to subsequent changes, additions, repainting and major repairs or renovations. No construction of any such improvement shall be commenced until the Committee approvals required by these covenants are obtained. All construction shall comply with the Development Guide, including wildfire mitigation, and fire retardant materials which shall be used whenever possible.

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 15 of 32

- b. Masonry. A minimum of fifty percent (50%) of the exterior area of the front of the primary dwelling shall be of masonry construction (i.e. brick, stone, cultured stone etc.).
- c. Color. Structural color schemes shall be compatible with the natural environment of the Project. Subdued, unobtrusive colors will normally be required, and color samples must be submitted with plans.
- d. Facing/Siding. Exposed concrete on buildings shall be stuccoed, or covered with brick or stone or other material meeting the approval of the Committee. If brick or stone is used as facing, other than decoratively, it must be used on all sides of a building as seen from any road. Natural wood siding must be treated and periodically maintained with some type of preservative or stain, and color samples shall be submitted with plans. The exterior siding of accessory buildings shall substantially match the exterior siding of the primary residence. All sides facing a street must have a minimum of seventy percent (70%) of brick, stone or other material approved by the Committee.
- e. Chimneys. Spark arrestors shall be required on all chimneys, and open fires in the Project are prohibited.
- f. Roofing. Roof materials and color shall be consistent with architecture, color and exterior wall material of any structure. Tile, slate, real or heavy asphalt composition, real or similar, will normally be required; however, the Committee may allow variations from this requirement in those cases where such variation would be harmonious with the surrounding area and where such roofing materials would not be practical for a particular design or structure. Cedar shake shingles are discouraged and new and modern materials with shake appearance are encouraged. Cedar shake materials may be allowed if fully fireproofed. No asphalt or asbestos shingles will be permitted, except as approved by the Committee to be compatible with a shake or tile appearance, including heavy asphalt composition which is encouraged. All materials that are approved should create a shadow line or silhouette effect. The overhang of the roof on ranch-style homes should normally be at least twenty-four (24) inches. The roofing material used on any accessory building shall substantially match that utilized in the primary dwelling.
- g. Energy Features. Energy efficiency is encouraged through well-sealed and insulated construction and the use of passive solar design techniques. Roof-mounted solar collectors, skylights and other unusual or energy conservation features should be custom designed and must



- be approved by the Committee. Roof mounted solar collectors shall match the slope of the roof to which they are attached. Solar collectors shall be located or screened so that reflections do not unreasonably defeat the intent of these covenants to maintain a natural environment. Tall wind-powered electrical generators are prohibited.
- h. Extreme Designs. Homes of extreme design may or may not be approved depending upon location and appearance, it being the intent of these covenants to establish an area of quiet, unobtrusive dignity and quality consistent with the other Homes in the Project.
- i. Materials. All materials used in the construction, alteration or remodeling of any building shall be new and of good quality and design. Used materials of good quality may be used, provided they are first approved in writing by the Committee.
- j. Driveways. In addition to obtaining approval from the Committee, purchasers must obtain a written driveway permit from the El Paso County Department of Transportation prior to connection of any driveway to a public road. Owners of Lots are advised that the County has no responsibility for and will not plow snow or otherwise maintain driveways whether on flag lots or other lots. Such responsibility is solely that of the lot owner. Metal flared end extensions with additional stone, rock, brick or other masonry treatment are required on all driveway culverts, or else concrete or masonry headwalls to prevent bent and exposed ends of culvert pipes and a consequently unattractive approach to a Home. Plans submitted to the Committee must include the manner in which the driveway shall be constructed, and approval must be obtained from the Committee prior to commencement of construction.
- k. Mailboxes. Mailboxes and mailbox support structures shall be of a quality to enhance the Home, must comply with applicable regulations of El Paso County, and must be approved by the Committee. Normally support structures for mailboxes will be of masonry construction (for example, stone, brick, concrete, masonry, cultured stone etc.) but a combination of masonry and wood compatible with the colors and materials used on the Home will be considered. The box itself, if made of metal, shall be painted to cover raw or galvanized metal which is deemed unattractive. The masonry materials used in the support structure shall be the same or similar to the masonry portion of the Home in texture and color. The street

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 17 of 32

address numbers on the mailbox structure shall be made of brass, other metal, or ceramic. Wooden numbers will not be approved. Plastic or metal newspaper boxes are not permitted; therefore, mailbox designs should incorporate a separate space for newspapers, as the U.S. Postal Service rules prohibit placing newspapers or anything other than U.S. mail in a mailbox. Maintenance of the mailbox and post system in good, attractive, painted (if appropriate) condition shall be the responsibility of the individual Owners and must be approved by the Committee. The type and location of mailboxes within the subdivision are subject to the review and approval of the El Paso County Department of Transportation and shall be in accordance with the U. S. Postal Service's Policies and Regulations. Entrance monuments located within the public right of way must have prior approval of the El Paso County Department of Transportation.

- i. Fences. Fencing and hedges will be permitted but shall normally be no higher than six feet (6') and normally shall not extend beyond the front corner of the house. Fencing may not exceed fifty feet (50') from the side of the dwelling and no more than one hundred feet (100') to the rear, and must not enter the setback area. Consideration shall be given as to the types of fence in relation to the architectural design of the dwellings and the overall appearance of the community. Barbed wire fencing is prohibited, and perimeter fences and chain link normally will not be approved. Existing fencing surrounding already built homes shall not be required to be removed but any replacement fencing shall require prior approval of the Committee. Existing barbed wire fencing surrounding the subdivision shall be allowed to remain in place and shall be maintained by the Homeowner's Association. Declarant shall not be responsible for nor defend against adverse possession suits based upon external boundary survey differences. Fencing along streets, if any, will be of finished straight rails or poles, finished wood, wrought Iron or masonry construction, or some combination thereof, and shall be extended a minimum of twenty-five feet (25') alongside of rear lot lines away from the street, before other fencing may be used. Unstripped bark posts and rail shall not be permitted. Fences must be approved in writing by the Committee as to location and materials prior to the construction thereof.
- m. Antennas. Attic antennas inside the house (as opposed to roof antennas) are effective, are less vulnerable to damage

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 18 of 32

and are encouraged. Tall or otherwise prominent and visible antennas are prohibited. Satellite dish antennas may be used only in areas where they will be unobtrusive, and shall be painted and screened to blend in with the natural environment. They must be approved in writing by the Committee prior to installation. Screening with small trees is effective and minimizes unattractive views from public roads and adjoining lots.

- n. Lighting. Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring property (except that reasonable landscape lighting may be approved by the Committee). Outdoor lights will be focused. Lighting entry pylon and/or driveway lights will be of a type that can be turned on and off by the Owner, and placed so as to avoid annoying nearby lot owners. Normally such lights shall be turned off when not needed.
- o. Landscaping. New plantings and growth will be controlled so as not to unreasonably obstruct mountain views from adjoining lots. The Committee is authorized, but not obligated, to enforce removal, thinning or topping of view obstructions and, in its sole discretion, to determine the validity of any complaints. The Committee may remedy any view obstruction by entry and removal of the offending item, as well as exercising any rights and remedies hereunder.

16. PENALTY FOR VIOLATIONS. Written application for approval of plans shall be made by the Owner of the Lot (not the builder) and the Owner shall be held responsible for any violations of this Declaration which are committed by the builder or other persons engaged by the Owner. If any excavation, cutting of trees, or construction is commenced by Owner or Owner's representatives prior to receipt of written approval by the Committee, then the Owner agrees to pay an immediate fine of one thousand dollars (\$1,000.00) to the Enforcement Trust Fund described in Paragraph 31, which shall utilize said funds to enforce this Declaration as necessary. Purchasers of Lots in the Project agree to make such payment and understand that a lien shall be filed against their Lot if they do not make the required payment, as provided in Paragraph 31. Further, if legal action is necessary to enforce this Declaration, Owners agree to pay all expenses including but not limited to legal fees incurred by the Committee or the Association. Upon collection of said fine. Payment of said fine does not preclude further action by the Committee to disapprove plans in areas in which clearing or construction has begun.

17. CLEARING OF TREES. Approval shall be obtained from Declarant, or subsequently the Committee, to cut down or clear any trees on any Lot, except dead trees, reasonable thinning of trees four inches (4") in diameter or less, or

099155872

J. Patrick Kelly El Paso Cty, CO  
10/05/1999 04:21

Doc \$0.00 Page

Rec \$160.00 20 of 32

for infestation control. No clear cutting of trees for any purpose whatsoever shall be allowed. Owners of Lots shall dispose of such cleared trees in a way to prevent accumulation of brush, stumps, trash or other materials which may constitute a fire hazard or render a Lot unsightly provided however, that this shall not operate to restrict purchasers from storing fireplace wood in neat stacks on their Lots. Owners are responsible for prompt treatment or removal of trees infested by pine beetle or other insects which can kill trees within a year and might spread to adjacent trees and Lots, and to contain any trees with slow parasitic growth such as mistletoe. In addition, Owners are responsible for controlling and removing weeds declared noxious by governmental authorities and in accordance with El Paso County weed control rules and regulations. The Association may remove any infested trees and/or obnoxious weeds as provided in these covenants and recovery of the cost of the removal shall be from the Owner of the Lot as provided in Paragraph 28. Failure to pay such costs may result in a lien being placed against the property as provided for in these covenants. Removal of trees and the management of the forest within the Project shall be pursuant to the Forestry Management Plan contained in the Development Guide and the Committee shall have the authority to enforce its provisions.

**18. EASEMENTS.** Easements for installation, operation and maintenance of utilities, roadways, water lines, drainage facilities and such other purposes as may be designated by Declarant and/or governmental authorities are reserved on, over and under land within the Project as designated on the plat and in the Private Detention Basin Maintenance Agreement pursuant thereto. The recorded plat shall control so far as boundaries and easements are concerned, especially on certain perimeter lots where the setback is greater than in other areas throughout the Project. The normal easement shall be a strip of land fifteen feet (15') wide along all front Lot lines, ten feet (10') along all side and rear Lot lines and twenty feet (20') along all the Project exterior boundaries and over the entirety of Lots 7, 15 and 50 for the drainage basins, except where a greater easement is shown pursuant to the recorded plat. If an Owner buys contiguous Lots, easements and setbacks shall apply unless the Owner formally vacates the common Lot lines through the appropriate governmental agency. Lot Owners are responsible for providing access to the Association's utility companies and other government agencies which have reason to sue said easements, and, if damage is done to fences, shrubbery or plantings in said easements, Lot owners have no recourse against said agencies, the Declarant, the Association or the Committee. No building or similar structure may be placed within the easements unless the easement is first vacated by the agencies involved, and approved by the Committee. It is recommended that such easements be kept open and unfenced.

**19. OBSTRUCTIONS TO VISION AT INTERSECTIONS.** No fence, wall, hedge, tree, shrub planting or other structure which unduly obstructs lines-of-sight shall be placed or permitted to remain on any corner formed by the

intersection of streets. The Committee shall be the sole and exclusive judge of whether said obstruction exists or may exist or whether a possible safety hazard may exist.

**20. REDIVISION.** Further subdivision of Lots in the Project is not permitted. However, the intent of this covenant is not to preclude minor Lot line adjustments to resolve building hardships, provided that such variations meet all legal requirements and are approved by the Declarant and the Committee in writing. If a Lot line has been vacated, the affected property may not be again redivided into separate Lots without the prior written approval of the Declarant, in addition to meeting all of the requirements of any government entities and the prior utilities approval of the Committee. Notwithstanding this paragraph, the Declarant may redivide and/or replat the Project.

**21. NUISANCE.** Nothing shall be done or permitted on any Lot which may be or become an annoyance or nuisance to the neighborhood. No noise or any noxious or otherwise offensive activities or commercial businesses or trades shall be carried on upon any Lot. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to unduly disturb residents of adjacent nearby property.

No horses, trail bikes, minibikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Project other than on County roads and going to and from residences. No activity shall be permitted which will generate a noise level sufficient to interfere with the reasonable quiet enjoyment of the persons on any adjoining or nearby Lots.

No hunting of any kind, nor the discharge of firearms shall be permitted in the Project.

**22. REFUSE AND RUBBISH.** Rubbish, garbage and other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall be kept at all times in a closed garage or placed in walled-in areas designed to blend in with the house so that they shall not be visible from other Lots or from public streets. Bottled gas tanks, if any, must be underground, or concealed behind walled-in areas designed to blend in with the house, and must be approved by the Committee and may be subject to the approval of the Fire Department. No trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon any Lot and visible from public streets or from other Lots within the subdivision.

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 21 of 32

**23. SIGNS.** All signs displayed must be first approved in writing by declarant or the Committee. This covenant does not preclude the display of customary eighteen inch by twenty-four inch (18"x24") builder or real estate signs. Declarant or the Committee reserves the right to make exceptions to size requirements, or to require modifications or removal of any signs deemed not in keeping with the appearance of the Project; however, neither Declarant nor the Committee shall require real estate signs to be smaller than provided herein, and this restriction shall run with the land and may only be changed with the prior written consent of the Declarant. Declarant, its successors or assigns reserves the right to erect and maintain entrance signs or monuments on Lots at either side of the street at each entry point into the Project, and may also erect gateways, fences, posts, walls, signs and other structures both to permanently identify the Project and to market it. In addition, Declarant reserves the right to place signs on any Lot in the subdivision as Declarant deems necessary for marketing, safety or traffic guidance, and Owner of the Lots in the Project agree thereto. Easements are hereby created for all signs, gateways, fences, posts, walls and structures installed by Declarant and for their maintenance. The Association shall maintain all entrance signs, fences, monuments and structures, pay utility bills and pay all expenses related thereto.

**24. DRILLING.** No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on or in any Lot, nor shall gas or oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**25. CLOTHES DRYING AREA.** Exterior clotheslines are prohibited.

**26. VEHICLE PARKING AND EQUIPMENT.** No vehicles shall be stored or parked within the Project except in a closed garage; however, recreation vehicles to include travel trailers, horse trailers, campers, boats or a motorhome and various equipment may be kept at the rear of a house if not visible from public streets nor from other Lots within the Project. Screening such vehicles from public view with proper garaging, trees or fencing approved by the Committee is required. The intent of this paragraph is to prevent clutter and enhance natural appearance. No junk or abandoned vehicles, as defined by applicable governmental regulation or by the Committee, in its sole discretion, shall be allowed.

**27. UTILITIES.** All utility lines, including service lines of whatsoever kind or nature, shall be underground on all Lots within the Project, excepting that existing poles and lines shall not be removed and placed underground by

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 22 of 32

Declarant. It shall be the responsibility of each Owner to extend underground service lines to his house from any existing line or lines.

The water supply for the Project shall be provided by means of wells, to be constructed and operated in accordance with the Augmentation Plan described in Paragraph 11 preceding. Each Owner shall be responsible for the construction and maintenance of his own well and for the connection of the well to his house. No Owner may construct a well or initiate any water rights within the Project except through a well approved pursuant to the Augmentation Plan.

Sewer services for the Project will be provided by means of individual septic tanks and leach fields, to be constructed and maintained by each Owner. The majority of the septic systems will be conventional systems but where required by percolation rates, the systems shall be fully engineered. No systems of the evapotranspiration type shall be permitted unless required by the El Paso County Health Department or other governmental agency of proper jurisdiction and approved under the Augmentation Plan and approved by the Committee.

28. ANIMALS. No animals, poultry or livestock of any kind shall be housed, raised or kept on any Lot or property either temporarily or permanently except that commonly accepted domestic household pets may be kept provided that they are not kept or maintained for any commercial purposes and provided further that they are kept in full compliance with any applicable rules and regulations of the Association. In the event of a dispute as to what constitutes a commonly accepted domestic household pet the Committee, in its sole discretion, shall determine if a pet is a commonly accepted domestic household pet. A tract of land adjacent to Forest Heights subdivision is hereby specifically excluded from this restriction regarding livestock and the provisions of this Paragraph 28. Such tract may be used for horses or other livestock. Such right carries with it the right to erect fences, outbuildings, barns, stalls, watering facilities and other facilities normally associated with the keeping of animals. However, it is expressly understood that such tract shall be subject to the Design Guidelines imposed upon the entire development, except as specifically amended in this Paragraph as to use. Said tract is described as follows:

That portion of the southwest quarter of the southwest Quarter of Section 8, Township 11 South, Range 66 West of the 6<sup>th</sup> P.M. El Paso County, Colorado, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of the Southwest quarter; thence south 89 degrees 29 minutes 42 seconds west, 370.00 feet along the south line of said southwest quarter of the Southwest quarter to the centerline of Lake Drive as described

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 23 of 32

in "Forest Heights", a subdivision plat recorded in Plat Book A-2 at Page 79 of the records of said County; thence north 00 degrees 01 minutes 01 seconds east, 294.00 feet; thence North 89 degrees 29 minutes 42 seconds east 370.00 feet to the east line of said southwest quarter of the southwest quarter, thence south 00 degrees 01 minutes 01 seconds west, 294.00 feet along said east line to the point of beginning, State of Colorado.

No pets shall be permitted to run loose and all pets shall be kept under control of the owners at all times. Kennels for the commercial raising, breeding and boarding of animals are prohibited.

Fences for animals will be at least five feet (5') high and constructed of solid wood or masonry. Colors will be compatible with the main dwelling. Proper maintenance is required. Such fences must be pre-approved in writing by the Committee, which will be highly sensitive to the ambiance of the neighborhood to include appearance from the streets and adjacent Lots. Under no circumstances will dogs be allowed to run loose in the neighborhood. The use of electric or electronic pet containment (invisible) fences in lieu of conventional fencing is strongly recommended.

**29. RIGHTS OF DECLARANT.** Notwithstanding any contrary provision of this Declaration, the Declarant, its successors or assigns, expressly reserves the following rights and privileges, which may or may not be exercised in the Declarant's sole discretion:

- A. Declarant may amend or change the plat to add additional property to the subdivision, change lot lines or subdivide lots into more lots, and/or grant utility or other easements.
- B. The Declarant, or any builder authorized by Declarant, may construct and maintain sales offices, management offices, advertising signs, model homes, construction yards and construction materials within the Project.
- C. Declarant may grant easements for utilities or public purposes throughout the Property and make improvements or changes necessitated by such easements.
- D. The Declarant may, until the Declarant has conveyed seventy-five percent (75%) of the Lots to residential purchasers or December 31, 2005, whichever occurs earlier, appoint or remove any officer of the Association or any member of the Board of Directors of the Association. Following the relinquishment of control by Declarant, the Owners shall elect the Board as provided in this Declaration, the Articles of Incorporation and the Bylaws.
- E. The Declarant may, without vote of the Owners or Mortgagees, make such amendments to this declaration, the Articles of Incorporation and/or Bylaws as may be authorized and approved in writing by the

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 24 of 32



Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Department of Veterans Affairs so as to induce such organizations to make, purchase, sell, insure or guarantee First Mortgages within the Property, provided however, no such amendment will change the intent of these covenants to establish and maintain the Project as a single family residential area of high quality and except that no amendments to Paragraph 11 (Water Augmentation Plan requirements) may be made except by Order of the appropriate Water Court. Each Owner, and Mortgagee, by accepting a deed or mortgage, appoints Declarant as his or its attorney in fact to execute any such amendment.

- F. The Declarant may enter into agreements with the purchaser of any Lot or Lots (without the consent of the purchasers of other Lots or adjoining or adjacent property) to deviate from these conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Project, and the same shall remain fully enforceable on all other Lots located in the Project by Declarant, its successors or assigns, and the Association or other Owners, except as against the Lot where such deviation is permitted.
- G. Until December 31, 2005, the Declarant reserves the right to expand the Project, without approval of the Owners or Mortgagees, to include additional real property and improvements but the total number of Lots as expanded shall not exceed two hundred (200) Lots. Such expansion may be accomplished by recording a supplement or supplements to this Declaration with the Clerk and Recorder of El Paso County, Colorado containing a legal description of the real property thereby annexed and any additional provisions deemed appropriate by Declarant, which may annex the property in phases, but shall not be liable or obligated to annex any property. Upon annexation, the additional property and the owners thereof shall be bound by this Declaration, the Association's Articles of Incorporation, Bylaws and Rules, and any additional provisions in the annexation supplement. By accepting a deed to any Lot or a Mortgage, each Owner and Mortgagee grants Declarant a right to expand the Project and will not oppose or hinder Declarant's right to expand and annex additional real property and improvements or to develop adjoining properties and improvements.
- H. Declarant shall make conveyances of water rights and responsibilities under the plan for augmentation as more fully described in Paragraph 11.

30. **TERMS OF COVENANTS.** These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty-five (25) years from the date these covenants are recorded, after which times said covenants

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 25 of 32

shall be automatically extended for successive periods of ten (10) years unless revoked as provided herein. This Declaration may be revoked or amended at any time by an instrument signed by two-thirds (2/3) of the Owners of the Lots based upon one vote per Lot. This provision shall not control relative to any rights reserved by the Declarant until such time as the Declarant no longer has control of the Project at which time this provision shall control all amendments or revocation of the Declaration. All amendments shall be certified by the Association's president and secretary as complying with this Paragraph, and the certified amendment shall be recorded in the real property records of El Paso County. Notwithstanding the foregoing, the provisions of Paragraph 11 (Water Augmentation Plan requirements) shall neither terminate, be revoked, nor be amended except by Order of the applicable Water Court.

31. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages or both. Covenants are for the use, convenience and protection of all Owners and the Association. The Declarant, the Committee, any Owner or the Association may act to enforce the covenants. None of the foregoing, however, are obligated to do so. The Declarant and the Committee, together or separately, or through authorized agents or employees, further reserve the right, whenever there shall have been an apparent violation of one or more of the provisions of these covenants and after ten (10) days notice to the Owner, to enter upon the Lot where such violation exists and summarily abate or remove same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. Owners in the Project expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenants violations. In addition, if a judicial action is necessary to prohibit covenant violation and a violation is established, the violator(s) shall pay and agree to pay all costs of the enforcement proceeding, including without limitation reasonable attorneys' fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way effect any of the other restrictions, but they shall remain in full force and effect.

- A. **Enforcement Trust Fund.** The sum of one hundred dollars (\$100.00) shall be paid at closing by the purchaser of each Lot. Said funds shall be kept in a trust fund by Declarant to be used for enforcement of this Declaration. Any fines levied pursuant to this Declaration or as otherwise may be collected from time to time shall also be placed into said fund. Said fund shall be used by Declarant, its successors and assigns, for paying future legal and other expenses involved in enforcing this Declaration, and the Declarant is hereby authorized to

J. Patrick Kelly El Paso Cty, CO  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 26 of 32

099155872

use said fund. In addition, said fund or portions thereof may be transferred into the Association treasury for the purposes set forth herein, and may be used at the discretion of the Association for paying subdivision expenses which shall no longer be the responsibility of the Declarant, such as maintenance of entrance ways and signs, special mailings and other expenses; provided, however, the fund shall not be depleted to the extent that insufficient funds are available to enforce the covenants. Likewise, the Association may transfer Association funds into the Enforcement Trust Fund if needed to enforce these covenants. The Committee or the Association desiring to use said fund for the enforcement of these covenants shall make written request of the Declarant for the use of monies in said fund, and Declarant shall have sole authority to approve or deny any such request. The Fund shall be kept by Declarant in an interest-bearing account which may be closed and funds distributed to the Association after all Lots have been built upon, or earlier, at the sole discretion of Declarant.

B. Liens. Nonpayment of fees incurred by Declarant or the Committee or the Association in enforcing correction of a violation of these covenants or in abatement or removal as covered herein shall result in a recorded lien being placed upon the Lot or Lot interest owned by the violator(s), including improvements thereon; said lien shall bear interest at the rate of eighteen percent (18%) per annum from the date filed. Declarant or the Committee or the Association is empowered to file such lien if, within thirty (30) days after written notice is provided to the Owner at Owner's last known address of the amount due and Owner has not made payment *in full*. Such lien shall run with the land except as provided in Paragraph 9 hereof. Continued failure to pay such liens may result in foreclosure on the entire Lot in order to enforce payment as provided in Paragraph 9 hereof.

C. Rules and Regulations. The Association's Board of Directors may adopt, amend, repeal and enforce such rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration and matters related thereto, the operation of the Association, the use and enjoyment of the Project, including, without limitation, rules to enforce the Augmentation Plan, the Development Guide, and related matters. Any such Rules and Regulations shall be reasonable and uniformly applied as determined by the Board in its sole discretion. Rules and Regulations shall be effective upon adoption by resolution of the Board of Directors. Each Owner and other person shall comply with such Rules and Regulations and shall see that family members, contractors, guests and invitees of such Owner comply with the Rules and Regulations. Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. The Board of Directors shall have power and discretion to interpret this Declaration and any such interpretation shall be final, absolute and binding upon each

J. Patrick Kelly El Paso Cty, CO 099155872  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 27 of 32


Owner, unless made with malice or wanton disregard for an Owner's rights.

32. NOTICES. Any notice required to be given to any Owner or other person under the provision of these protective covenants shall be deemed to have been properly given when mailed, post paid, to the last know address of the record owner of the lot in which the member has an interest.

32. DECLARANT MAY ASSIGN. The Declarant, its successors or assigns, may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association, committee or person.

33. VA OR FHA APPROVAL. If the Declarant has obtained evidence of final approval for guaranteed or insured loans by the Federal Housing Administration or the Department of Veterans Affairs and continuing until the Declarant has sold all Lots, the prior written approval of the Department of Veterans Affairs or the Federal Housing Administration of the United States Department of Housing and Urban Development shall be required for any of the following: (a) Amendment of this Declaration; (b) Amendment of the Articles of Incorporation or the Bylaws of the Association; (c) annexation of all or any part of any additional property to this Declaration; (d) encumbering or mortgaging of all or any part of the common properties, if any; (e) dedication of all or any part of any common properties, except for the granting of utility easements; and (f) merger, consolidation or dissolution of the Association.

IN WITNESS WHEREOF, the Parties affix their signatures below.

  
Harold E. Moran

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of Sept., 1999, by Harold E. Moran.

Witness my hand and official seal.

  
Notary Public



My Commission expires: 4-11-2000

J. Patrick Kelly El Paso Cty, CO  
10/05/1999 04:21  
Doc \$0.00 Page  
Rec \$160.00 28 of 32

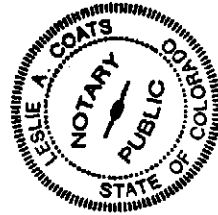
099155872

Harriette A. Moran  
Harriette A. Moran

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1999 by Harriette A. Moran.

Witness my hand and official seal.

Leslie A. Coats  
Notary Public



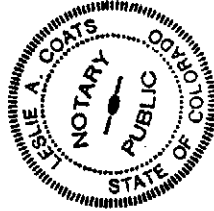
My Commission Expires: 4-11-2000

Stephen K. White  
Stephen K. White

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1999 by Stephen K. White.

Witness my hand and official seal

Leslie A. Coats  
Notary Public



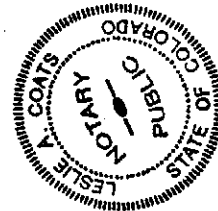
My Commission Expires: 4-11-2000

Barbara J. White  
Barbara J. White

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1999 by Barbara J. White.

Witness my hand and official seal.

Leslie A Coats  
Notary Public



My Commission expires: 4-11-2000

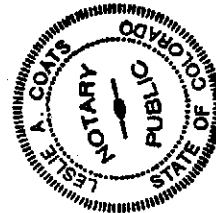
Roland F. Shearer  
Roland F. Shearer  
P.O.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1999 by Roland F. Shearer.  
D.

Witness my hand and official seal.

Leslie A Coats  
Notary Public

My commission expires: 4-11-2000



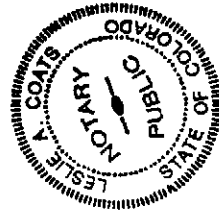
Carla J. Shearer  
Carla J. Shearer

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September 1999 Carla J. Shearer.

Witness my hand and official seal.

Leslie A. Coats  
Notary Public

My Commission expires: 4-11-2000



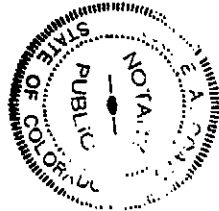
Anthony D. Verrico  
Anthony D. Verrico

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September 1999 by Anthony D. Verrico.

Witness my hand and official seal.

Leslie A. Coats  
Notary Public

My Commission Expires: 4-11-2000



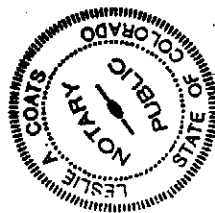
Barbara A. Verrico  
Barbara A. Verrico

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September 1999 by Barbara A. Verrico.

Witness my hand and official seal.

Leslie A. Coats  
Notary Public

My commission expires: 7-11-2000





# TALL PINES RANCH

LANGTREE SUBDIVISION  
FILING NO. 2  
ZONED RR-2

ARROWWOOD #1  
FILING NO. 1  
ZONED RR-2

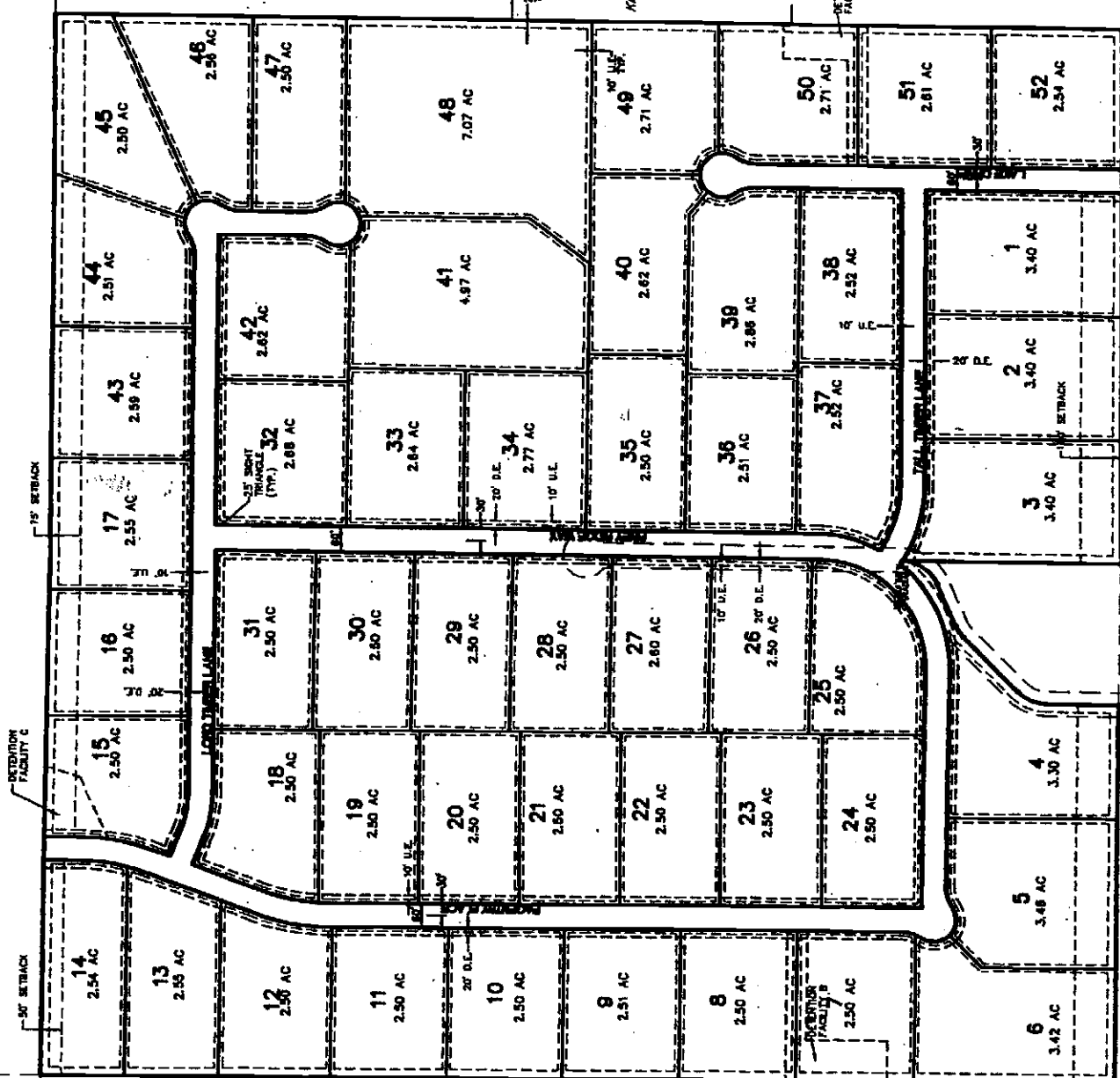
ARROWWOOD #2  
FILING NO. 2  
ZONED RR-2

KING'S DEER SUBDIVISION  
FILING NO. 3  
ZONED RR-3

KING'S DEER SUBDIVISION  
FILING NO. 3  
ZONED RR-3

KING'S DEER SUBDIVISION  
FILING NO. 1  
ZONED RR-3

KING'S DEER SUBDIVISION  
FILING NO. 3  
ZONED RR-3



FUTURE MEASURE ENHANCEMENT

FOREST RIGHTS

ARROWWOOD #1  
FILING NO. 1  
ZONED RR-2