

Declaration of Covenants,  
Conditions, Restrictions and Lien  
For  
Hawk Ridge

This Declaration of Covenants, Conditions, Restrictions and Lien (the "Declaration") is made this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (the "Declarant").

ARTICLE I  
General Provisions

- 1.1 The Property. Declarant is the owner of certain real property in the County of El Paso, State of Colorado described in Exhibit A attached hereto and incorporated herein by this reference as though fully set forth (the "Property").
- 1.2 Restrictions Imposed. In order to establish a general plan for development and use of the Property, Declarant hereby imposes on the Property the mutual and beneficial restrictions contained and set forth in this Declaration, for the benefit of Declarant and the future Owners of the Property, (a) to establish uniform standards to maintain the superior beauty and quality of any improvements to be constructed on the Property, and the harmony thereof with the surroundings, and to evaluate the use and suitability of the proposed improvements and the effect of the same on Lots within the Property and/or any adjacent or neighboring properties; and (b) to the extent feasible and desirable, to obtain or provide services for the benefit of some or all of the Owners of Lots within the Property, more economically or realistically obtained or provided in concert, such as but not limited to tree spraying.
- 1.3 Covenant of Transferees. Each Owner of any Lot in the Property, or of any right, title or interest therein, covenants and agrees with Declarant, its successors and assigns to refrain from using or developing the Property in any way inconsistent with or prohibited by the provisions of this Declaration, which provisions shall constitute binding conditions of each successive grant of all portions of the Property hereafter transferred or conveyed, as fully as though set forth verbatim in the deed or other instrument of conveyance or transfer.
- 1.4 Exemption from Colorado Common Interest Ownership Act. Declarant hereby affirmatively states that at no time shall the annual assessment imposed herein on each Lot, exclusive of optional user fees and insurance premiums paid by the Association, if any, exceed three hundred dollars or such higher amount as may be hereafter permitted under the Act (as hereafter defined) to retain this exemption (the "Maximum Assessment"). Therefore, the Property is subject to §§38-33.3-105 through 107, C.R.S., but is not subject to the remainder of the provisions of the Colorado Common Interest Ownership Act, as set forth in §38-33.3-101, et seq., C.R.S. (the "Act").

ARTICLE II  
Definitions

In addition to the definitions contained elsewhere in this Declaration, the following words and phrases shall have the meanings indicated:

- 2.1 ARC or Architectural Review Committee refers to the committee of the Association created pursuant to Article V of this Declaration.
- 2.2 Association: a Colorado non-profit corporation to be formed and pursuant to the provisions of Article IV.
- 2.3 Augmentation Plan: all terms and conditions of the decree in Case No. 92CW055, Water Division 1, consolidated with Case No. 92CW98, Water Division No. 2.
- 2.4 Board of Directors or Executive Board: the governing board, however titled, of the Association.
- 2.5 Lot: any separate portion of the Property owned in fee simple.
- 2.6 Mortgagee: the holder of any lien or security interest in the Property, including but not limited to the beneficiary of a deed of trust. The term Mortgage shall include a deed of trust as well as any other lien.
- 2.7 Notice: defined in Paragraph 4.4 (f) below.
- 2.8 Owner: the holder or holders of record title to a fee simple interest in any Lot, including Declarant, but specifically excluding the holder of any equitable or possessory title or lien interest, such as a tenant, a vendee under a contract of sale or a Mortgagee.
- 2.9 Records: the records in the Office of the Clerk and Recorder of El Paso County, Colorado.
- 2.10 Reserve Fund: the fund created in Paragraph 4.4 (d) below.
- 2.11 Residence: the building for single-family living constructed on a Lot, including an enclosed garage attached thereto or connected thereto by an arbor or breezeway.

ARTICLE III  
Enforcement

- 3.1 Abatement and Suit. Violation or breach of any restriction or covenant herein contained shall give the Association, the Declarant and/or any other Owner the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions or covenants, to enjoin or prevent them from so doing, to cause said violation to be remedied and/or to recover damages for said violation. However, nothing herein shall be deemed to obligate Declarant or any other Owner to enforce this Declaration against any other Owner or occupant.
- 3.2 Nuisance. The result of every action or omission whereby any restriction or covenant herein contained is violated in whole or in part is hereby declared to be and to constitute a

nuisance, and every remedy allowed by law or equity against an Owner or occupant creating or allowing a nuisance shall be applicable against every such result and may be exercised by the Association, the Declarant or by any Owner.

- 3.3 Attorney Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration, or any provisions hereof, the losing party or parties shall pay the attorney fees of the prevailing party or parties, in such amount as shall be fixed by the court in such proceedings (regardless of the amount of money paid to or available from the Reserve Fund). All remedies provided herein or at law or in equity shall be cumulative and not exclusive.
- 3.4 Inspection. Declarant and/or any officer of the Association may from time to time at any reasonable hour or hours, enter and inspect any portion of the Property except the interior of a Residence to ascertain compliance with this Declaration.
- 3.5 No Waiver. The failure of the Association, the Declarant or any other Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other restrictions herein imposed upon the Property.

#### ARTICLE IV Association

- 4.1 Establishment. Declarant has caused or, within 90 days following the date of execution of this Declaration, Declarant shall cause the Association to be incorporated in the State of Colorado. Each fee Owner of a Lot shall automatically and irrevocably be a member of the Association by virtue of ownership of a Lot. Tenants and Mortgagees shall not be members.
- 4.2 Voting of Members. Declarant and all other Owners shall have one vote for each Lot owned. If fee simple title to a Lot is held by more than one person, the membership as to such Lot shall be held jointly by all the Owners of such Lot, who shall designate to the Association in writing the name of one natural person 18 years of age or older who shall have the power to cast the vote attributable to such Lot.
- 4.3 Purposes and Powers of Association. The Association shall be formed for the purpose of (1) establishing an architectural review committee to set and enforce standards for construction and maintenance of improvements to the Property; (2) to the extent feasible, providing or obtaining services for the benefit of all Owners of the Lots; and (3) undertaking Declarant's rights and obligations under the Augmentation Plan as provided in Paragraph 6.1 (k)(1) herein. The Association shall provide a uniform level of services to all Lots. The Associations shall pay, or arrange for payment directly by its members, for any services such as tree spraying necessary to fulfill the purposes for which the Association is created. For those purposes, the Association may assess its members annually; provided, however, that

such annual assessments, exclusive of optional user fees and insurance premiums paid by the Association, if any, do not exceed the Maximum Assessment.

#### 4.4 Assessments.

- (a) Annual Assessments. An annual assessment against each Lot may be fixed no later than December 1 of each year to be effective January 1 of the next year, by action of the Association's Board of Directors. The assessment shall be made on a per Lot basis for the entire Property, including those Lots owned by Declarant. The annual assessments provided for herein shall be paid in advance on January 1 of each year; or such assessments may be paid and collected in monthly installments pursuant to a plan adopted by the Board of Directors of the Association. Any change in the annual assessment from the previous year may be vetoed by the affirmative vote of one-third of the Owners. In no event shall the annual assessment, exclusive of optional user fees and insurance premiums paid by the Association, exceed the Maximum Assessment. In the event the Board of Directors does not fix an annual assessment by December 1 of any particular year to be effective January 1 of the next year, then and in that event the assessment due for such next year shall be the same as that due for the immediately preceding year, if any, which amount shall be considered the annual assessment until amended by action of the Association's Board of Directors.
- (b) Special Assessments. Special assessments may be imposed upon all Owners for the purpose of capital improvements on the Property, or for any other purpose, upon the recommendation of the Association's Board of Directors adopted by the affirmative vote of two-thirds of the votes of all the Owners. Special assessments shall be made in the same manner as annual assessments, and shall be due on the date they become a lien, to be paid and collected in such installments and with such dates of delinquency as may be provided in the resolution establishing same.
- (c) Optional User Fees. To the extent an Owner elects to utilize optional services offered by the Association but not required of all the Owners, if any such optional services are provided or offered, an optional user fee shall be imposed by the Association upon such electing Owner, to be paid and collected in such installments and with such dates of delinquency as may be provided in the resolution of the Association's Board of Directors establishing same.
- (d) Reserve Fund. At the closing for each initial conveyance from the Declarant to the first Owner of a Lot, there shall be collected from each of the Declarant and such Owner the sum of One Hundred Dollars (\$100.00) for a total of Two Hundred Dollars (\$200.00) per closing, which sum shall be held by the Association as a reserve for contingencies, including but not limited to attorney fees incurred by the ARC or the Association in enforcing the provisions of this Declaration, and such sum shall not be applied against annual or special assessments. At each annual meeting, the Association shall account to

all Owners on the status of the Reserve Fund, and any amounts deducted therefrom. Whenever a Lot is conveyed thereafter (after the initial conveyance by the Declarant), the Association will be entitled to presume that the Owner's share of the Reserve Fund was transferred from the selling Owner to the buying Owner at closing. In the event the balance in the Reserve Fund falls below \$500.00, the Association may impose a special assessment on all Owners including Declarant, which special assessment shall not exceed the lesser of the Maximum Assessment or \$200.00 per Lot without the affirmative vote of a majority of the Owners at a regular or special meeting of the Association, which special assessment shall be added to the Reserve Fund and held and used in the same manner as the Reserve Fund initially collected.

- (e) Collection of Assessments. Written notice of all annual and special assessments and assessments for optional user fees shall be furnished to every Owner. All Owners shall, within 30 days after the date on which a notice of assessment from the Association is mailed or delivered, remit the amount of such assessment to the Association. Any assessment not paid within the aforesaid 30-day period shall bear interest from the date of such notice until paid at the rate of 18% per annum.
- (f) Lien for Assessments. Any assessment, whether annual or special or for an optional user fee, shall constitute a lien on each Lot from the date of approval thereof, and shall be superior and prior to all other liens and encumbrances, except liens for general taxes and special improvement district assessments, public utility or road access easements now existing or hereafter created, and except any bona fide first Mortgage of record. To evidence the assessment on any Lot not paid as set forth herein, plus accrued interest thereon, the Association may prepare a written notice (the "Notice") setting forth the amount of such unpaid assessment, plus interest due and accruing, the name of the Owner being assessed, and a legal description of the Lot on which the assessment remains unpaid. The Notice shall be signed by an officer of the Association and may be recorded in the Records, not less than 10 days after having been mailed to the Owner in default, at the current address thereof as shown on the records of the Association.
- (g) Foreclosure of Lien. Any Lien for Assessments may be enforced by foreclosure upon the Lot, including improvements, in like manner as a Mortgage (which, in this instance, shall not include a deed of trust to a public trustee) on real property is foreclosed under the laws of the State of Colorado. In any such foreclosure, the delinquent Owner shall be required to pay all costs and reasonable attorney fees incurred in connection with the foreclosure. The Association shall have the power to bid on the Lot being foreclosed. The Association shall give notice of the foreclosure to any Mortgagee of the Lot, including improvements, being foreclosed, if such encumbrance is recorded in the Records as of the date of commencement of the foreclosure action, and contains the address of the Mortgagee. Any Mortgagee holding a lien on a Lot which is the subject of

the Association's Lien being foreclosed may, but shall not be required to, pay any unpaid assessment and upon such payment, such mortgagee shall have a lien upon the Lot, including improvements, for the amount paid, of the same rank as the lien of the Association. The amount of the assessment against each Lot shall also be the personal and individual debt of the Owner thereof at the time the assessment is made, and suit to recover money judgment (together with reasonable attorney fees and costs, as aforesaid) for such unpaid assessment may be brought without foreclosing or waiving the lien securing the same.

- (h) Certificate of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of the Owner's share of the Reserve Fund attributable to such Lot, and such certificate shall be binding upon the Association with respect to any purchaser or Mortgagee relying thereon.

4.5 Bylaws. The Association shall establish its own Bylaws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting. Decisions of the Association shall be by a majority of votes cast at any meeting, unless a greater amount is required by law.

## ARTICLE V

### Architectural Review Committee

5.1 Creation of Committee. There is hereby created a standing committee of the Association to be known as the Architectural Review Committee or ARC, to be composed of not more than three (3) individuals. Members of the ARC shall be appointed by the Executive Board, to hold office at the will of the Executive Board.

5.2 Purpose of ARC. The purpose of the ARC is to establish and enforce uniform standards to maintain the superior beauty and quality of the improvements constructed on the Property, and the harmony thereof with the surroundings, and to evaluate the use and suitability of the proposed improvements and the effect of the same on any adjacent or neighboring properties.

5.3 Approval of Improvements. All plans and specifications in connection with (1) initial construction of a Residence on and/or any other improvements to a Lot; (b) exterior remodeling, rebuilding, refurbishing or alteration of a Residence, including without limitation the exterior appearance, color or texture, patio covers or awnings; and (c) any improvements or alterations to a Lot, sculpture or art work, driveway, sidewalk, outside deck, grading, excavation, filling or similar disturbance of the surface of the land, shall require the prior written approval of the ARC.

- 5.4 Owner to submit Plans and Other Documents. Before any construction work begins, the Owner of the Lot shall be responsible for submitting to the ARC (a) complete plans, scale drawings, specifications and color/material/texture samples for the scheduled work and the qualifications of the parties to be performing the scheduled work; (b) reasonable verification of the Owner's financial ability to complete the contemplated construction; (c) the well permit required under Paragraph 6.1 (k) (1) below; and (d) a non-refundable review fee as the ARC may hereafter impose upon all Owners.
- 5.5 Action by ARC. The ARC's approval or disapproval as required by this Declaration shall be in writing. In the event the ARC fails to give its written approval or disapproval within thirty (30) days after complete submission of the required plans and specifications shall be deemed approved by the ARC.
- 5.6 Construction of Improvements after Approval by ARC. Following approval of proposed improvements by the ARC, the Owner shall cause those improvements to be made to the Lot in a timely fashion, and in any event within nine (9) months of the date of ARC approval.
- 5.7 Guidelines, Standards and Procedures. The ARC shall adopt guidelines, standards and procedures for its day to day operations and the performance of its duties under this Declaration, which guidelines, standards and procedures shall be consistently applied for all matters coming before the ARC.
- 5.8 Compensation of Members of ARC. The members of the ARC may receive reasonable compensation from the Association for services performed, together with reimbursement for actual and reasonable expenses incurred by them in the performance of their duties.
- 5.9 Non-Liability of ARC Members. None of the ARC, or any member thereof or the Executive Board shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connection with the performance of the ARC's duties under this Declaration. By granting its approval of proposed improvements, the ARC will not be deemed to have approved or to have made any representation as to the safety, structural soundness or compliance with local building codes or other governmental laws or regulations concerning the proposed improvements.
- 5.10 Penalty for Violation. In addition to any other remedies available at law or equity or pursuant to this Declaration, the ARC may impose a fine upon any Owner or such Owner's agents or employees who violate the rules and regulations of the ARC, including but not limited to the violation of commencing any construction, landscaping or excavation without the prior approval of the ARC.

## ARTICLE VI

### Restrictions on Use, Alienation and Occupancy

- 6.1 Improvements to Lots. The following restrictions on construction of improvements apply to all Lots:

- (a) Zoning. Zoning laws, ordinances, resolutions, rules and regulations are considered to be a part hereof, and no provision of this Declaration shall be valid or be interpreted to violate any present or future zoning laws, ordinances, resolutions, rules or regulations.
- (b) Minimum Floor Area. Any Residence erected on a Lot shall have a ground floor area for the main structure, exclusive of garages, patios and basements, of not less than 2,200 square feet in the case of one-story structures; in the case of structures of more than one story, a minimum of 1,500 square feet of floor area on the ground floor; and in the case of a tri-level Residence, a minimum of 1,850 square feet on the upper two of three levels.
- (c) Maximum Height for Residences. No Residence shall be more than two and one-half (2 ½) stories in height.
- (d) Location of Residence; Setbacks. The Residence shall be located on the Lot in such a way as to minimize damage to existing foliage and natural growth, and not unreasonably interfere with the view from adjacent Residences. Nothing contained in this subparagraph, however, shall unreasonably limit any Owner's ability to construct a Residence upon a Lot. No Residence or other building shall be located on any Lot closer than ninety (90) feet to any lot line along a road, or closer than thirty-five (35) feet to any other lot line.
- (e) Garages, Storage Buildings and Driveway. A garage shall be required and shall be a size at least large enough to enclose three (3) passenger vehicles in new homes built after 2009. Primary garages shall be part of the Residence. One additional detached garage or storage building is allowed and is limited in size to an area of between 200 and 1500 square feet. All such structures shall be constructed out of the same material as the Residence and the siting will be carefully chosen to minimize visual impact from roads and adjoining Lots. Flared end extensions or concrete, masonry, or stone headwalls are required on all driveway culverts.
- (f) Outbuildings and Decks. No detached occupancy structures such as cottages, guest houses, etc. will be permitted. An Auxiliary Structure is any structure on the Property, excluding the following: the residence, a detached garage, all driveways, and a mailbox. Up to two detached Auxiliary Structures are permitted. Auxiliary Structures are non-occupancy detached structures totaling not more than 400 square feet. Auxiliary Structures include tool sheds, garden sheds, greenhouses, pool cabanas, pagodas, and the like. The determination of whether a proposed Auxiliary Structure qualifies under this clause shall be made by the ARC for any proposed structure not explicitly named in this clause. Decks and related screens, trellises, etc., attached to the Residence, may be proposed for construction on the Lot, . All such Outbuildings and Decks require prior ARC approval of consistency with the Residence and neighborhood appearance standards.

- (g) Enclosures. All equipment, garbage cans, service yards, wood piles, storage piles unsightly structures, facilities, equipment, objects and conditions (including snow removal equipment and garden or maintenance equipment except when in actual use) shall be fenced in, walled in, enclosed within a structure or otherwise concealed from the ground-level view of other Lots and roads. If fenced in or walled in, any such equipment shall be no taller than the height of the enclosure.
- (h) Clotheslines. No outdoor clotheslines will be permitted, unless screened from view from roads and adjoining Lots.
- (i) Air Conditioning, Pool and Heating Equipment. No exterior heating, air conditioning, pool or refrigeration equipment shall be placed, allowed or maintained anywhere other than on the ground, and an enclosure or landscape screen will be required for the same. Provided, however, that solar units meeting all governmental guidelines for residential uses may be located on the roof if such solar unit is not visible from the road on which the residence fronts or faces or is not unsightly to other Lots and is specifically approved by the ARC.
- (j) Construction Type. All Residence construction shall be new. No premanufactured structure, building previously used at another location or building or structure originally constructed as a mobile dwelling may be moved onto a Lot for occupancy. Geodesic domes or similar structures are not permitted.
- (k) Utilities. All utility lines, including service lines of whatsoever kind or nature, shall be underground on all Lots, except that poles and lines existing and still in service as of the date of recording of this Declaration, if any, may remain for so long as they are in service. It shall be the responsibility of the Owner of each Lot to extend service to the Residence from the feeder lines in the road.
- (1) Water. Pursuant to decrees entered in Case No2. 92CW055 and 92CW057, Water Division 1, Declarant shall commit the Dawson Aquifer water underlying the Property to the residential/domestic use on the Property. Pursuant to the Augmentation Plan, Declarant shall reserve in any deeds to the Property all of the non-tributary Arapahoe and Laramie-Fox Hills Aquifer water underlying the Property for possible use in the Augmentation Plan, and Declarant shall convey said reserved water rights to the Association, which shall undertake Declarant's rights and obligations under the Augmentation Plan, including installing and operating any augmentation well which might be required, at the Association's own cost. Water for the Property shall be provided by means of wells, to be constructed and operated in accordance with the Augmentation Plan. Each Owner shall be responsible for obtaining a well permit from the Office of the State Engineer in compliance with Augmentation Plan, for the construction and maintenance of such Owner's well and for the connection of the well to the Owner's Residence. Each Owner's well shall be used only for in-house use and for

the irrigation of no more than 1,600 square feet of lawn irrigation. Prior to filing a well permit application with the Office of the State Engineer, the Owner shall submit such application to the ARC, pursuant to Paragraph 5.4 above. No Owner may construct a well at the Property except through a well approved by the ARC, pursuant to the Augmentation Plan.

- (2) Sewer. Sewer service for the Property will be provided by means of individual septic tanks and leach fields, to be constructed and maintained by each Owner. No systems of the evapotranspiration type are permitted unless required by the El Paso County Health Department or other governmental agency of proper jurisdiction and approved under the Augmentation Plan.
- (l) Trash and Garbage. Each Lot must utilize the standard trash collection containers in conformity with the standards established by the trash collection service, if any, contracted by the Owner.
- (m) Roof. The covering of each roof shall be either composite shingles or other materials satisfactory to the ARC. The selected roofing product must be compatible in color with the other colors of the exterior of the Residence. If a traditional tile product is not proposed, the submitted material must have a shape, texture, color and thickness which gives the appearance of traditional material. All roof elements, such as vents and flues, must be painted to match the roof. The overhang of every roof on any Residence structure or garage must be at least twenty-four (24) inches.
- (n) Design Continuity. All residences must convey the front design theme on all elevations, including the detailing style. The exterior design of the Residence shall be so as to complement the natural terrain.
- (o) Exterior Paint Colors. Subdued, unobtrusive natural or earth shades of colors must be used which provide subtle diversity, without emphasizing a specific Residence.
- (p) Exterior Lights. Subtle illumination is required, through the use of downlights or fixture lenses which obscure the light elements.
- (q) Landscaping.
  - (1) Buildings will be constructed in such a way as to minimize damage to existing foliage and natural growth. No trees may be removed, except as set forth hereafter, and the Lots shall be maintained as nearly as possible in their natural state, except that a reasonably sized lawn and garden, no to exceed 1,800 square feet, may be planted around the Residence.
  - (2) Each Owner shall obtain the prior approval of the ARC before cutting down or clearing any trees from any Lot, except in the cases of dead trees of four (4) inches in diameter or less, or for infestation control. Notwithstanding that in the situations listed in subparagraph (1) above prior approval of the ARC may not be required, an Owner shall notify the ARC upon removing any trees for any purpose. In addition to any

requirements imposed by any governmental entity having jurisdiction over the Property, it is the responsibility of the Owner of a Lot to Promptly treat or remove any trees infected by pine beetle or other insects which can kill trees within a year and which infection might spread to adjacent trees and Lots, and to reasonably contain any trees with slow parasitic growth such as mistletoe. The Owner or such Owner's agent shall dispose of any cleared trees in a way to prevent accumulation of brush, stumps, trash or other materials which might constitute a fire hazard or render a Lot unsightly. Provided, however, that nothing in this paragraph shall restrict an Owner from storing firewood in neat stacks within an enclosure on such Owner's Lot. Nothing contained herein shall prevent the Association from developing a plan for some or all of the Property more effectively treat or remove infected trees, in which case, the requirements of this subparagraph shall also apply to actions of the Association.

- (r) Border Walls and Fences. All border walls and fences shall be subject to approval by the ARC. Barbed wire and chain-link fencing within the Property or along any exterior boundary of the Property is prohibited, except for a small dog run, if ARC approved.
- (s) Maintaining of Drainage. There shall be no interference with the established drainage pattern as planned by Declarant for the entire Property.
- (t) Restriction on Antennae, Pipes, Utility Lines and Transmitters. Wires, poles and other facilities for the transmission or reception of audio or visual signals or electricity, pipes for water, gas, sewer, drainage or other purposes, and utility meters or other utility facilities shall be kept and maintained underground or within the Residence. No radio antenna, television antenna or other antenna of any type shall be erected or maintained on the exterior of the Residence or any other portion of the Lot. A satellite dish may be installed on the exterior of a Residence only in an area of the Lot where it will be unobtrusive, and if it is painted or screened to blend in with the natural environment.
- (u) Meters. All gas and electric meters must be located so as to be out of sight from the Front of the Residence.
- (v) Chimneys. Spark arrestors are required on all chimneys.
- (w) Wildfire Mitigation. The following restrictions are hereby imposed and design guidelines are hereby offered for the purpose of discouraging the occurrence and spreading of wildfires:
  - (1) All residences shall have a 30-foot safety zone or primary fuel break in all directions. All brush (i.e., scrub oak) within then (10) feet of the Residence shall be removed and replaced by an irrigated greenbelt (including grasses, shrubs and/or flowers) or noncombustible materials such as rock or gravel.
  - (2) All large trees within the 30-foot safety zone shall be thinned to eliminate overlapping crowns. Trees within two (2) tree heights of the house shall be pruned of all dead limbs. At least half of the trees within the 30-foot safety zone shall be pruned of live branches.

All branches which extend over or under the eaves of any portion of the roof shall be trimmed.

- (3) Owners shall be required to maintain the 30-foot safety zone by removing all fuels from beneath large trees. All grass will be trimmed to two (2) inches and well watered. All gutters and roofs shall be kept clear of pine needles and leaves. Firewood will be stacked uphill and at least ten (10) feet from a Residence. All dead limbs, leaves and grass clippings shall be removed from all areas.
- (4) All under-eave vents shall be located near the roof line rather than near the wall. All eaves shall be boxed and minimum overhangs are encouraged.
- (5) All windows and patio doors shall be made of tempered safety glass or double pane glass. Exterior fire-resistant shutters and interior fire-resistant drapes or blinds are encouraged.
- (6) Masonry patios and/or one-hour fire-rated decks are encouraged to create a setback safety zone.
- (7) The number and size of windows should be kept to a minimum on the side of the Residence that would most likely be exposed to a fire.

These regulations and guidelines are subject to all other rules and regulations which may be hereafter imposed by any governmental entity having jurisdiction over the Property. In addition, the ARC may adopt and consistently apply such other reasonable standards as it deems necessary for the purposes outlined herein.

6.2 Use Restrictions. The following use restrictions apply to all Lots:

- (a) Single-Family Residence. Each Lot is restricted to use as a single family Residence and accessory uses as permitted herein. A single-family Residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis with a common kitchen and dining area. Nothing contained in this Paragraph, however, shall be construed as preventing the renting or leasing of a Residence in its entirety to a single family. Commercial activities conducted wholly within the home are permitted, such as, but not limited to, a home office for consulting or bookkeeping, provided that the commercial activity does not affect exterior appearance, create noise, nor create business-related traffic to the home.
- (b) No Short Term Rentals. No Lots shall be used for transient, hotel or motel purposes, or for short-term rentals. Rentals of less than ninety (90) days in duration are prohibited, such as VRBO, Airbnb, and similar-type operations. No industry, business, trade, commercial activities or pursuits for profit shall be conducted within and Lot, except to the extent allowed by the County zoning code for home businesses.
- (c) Compliance with Laws. No immoral, improper, offensive or unlawful use may be made of the Property; and Owners shall comply with and conform to all applicable laws,

ordinances, rules and regulations of the United States, the State of Colorado and the County of El Paso. The violating Owner shall hold harmless the Association and other Owners from all fines, penalties, costs and prosecutions for any violation or noncompliance.

- (d) Offensive Activities. No noxious, offensive, dangerous or unsafe activity shall be carried on upon any portion of the Property, nor shall anything be done, either willfully or negligently or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to other Owners or occupants.
- (e) Annoying Sounds or Odors. No sound or odor, including those caused by house pets, shall be emitted from any portion of a Lot which is noxious or reasonably offensive to or would interfere with the rights, comforts or convenience of other Owners or occupants. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any Lot except with the prior written approval of the ARC.
- (f) No Hazardous Activities. There shall be no activity or improvement on any portion of the Property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property; no open fires shall be lighted or permitted, except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers; and no trail bikes, minibikes, motorcycles, all-terrain vehicles or snowmobiles may be driven on a Lot.
- (g) Storage of Vehicles. Vehicles of short-term guests or agents of Owners may be parked for no more than fourteen (14) consecutive days. No inoperable vehicles shall be kept on the Lot or any road adjacent thereto in any area other than in the garage. Any vehicle parked outside of the garage must be parked on or adjacent to a driveway and driven off the lot at least once a week. Garages are restricted to occupancy by the Owner of the Lot for storage and for parking spaces for vehicles. Garage doors shall remain closed when not in use for ingress or egress of vehicles. Auxiliary Vehicles are vehicles such as a boat, camper (on or off supporting vehicles), trailer, tractor, truck, towed trailer unit, motorcycle, snowmobile, recreational vehicle or any other vehicle, the primary purpose of which is for recreational or sporting use. With prior ARC approval, Auxiliary Vehicles may be stored in a fenced area, with a fence no higher than seven (7) feet, completely concealed from the ground-level view of other Lots and roads. Otherwise, all Auxiliary Vehicles must be parked within the garage or offsite. RVs, boats and campers may be parked on the property at the side or rear or in the driveway for no more than two (2) weeks. With written notice to an Owner, the Association and the ARC shall have the

right to enter unenclosed portions of the Lot to remove and store, at the Owner's expense, vehicles in violation of this Paragraph.

- (h) Vehicle Repairs. No maintenance, service, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on, except within a completely enclosed structure which screens the sight and sound of the activity from the road and from other Lots.
- (i) Pets. No animals, birds or reptiles of any kind shall be kept in a Lot, except for dogs or cats or other indoor household pets. Pets may not be kept for any commercial purposes. Every household pet shall be controlled by its Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet's Owner or his representative. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property. Owners shall hold the Association harmless from any claim resulting from any action of their pets.
- (j) Prohibition Against Discrimination. Anything to the contrary herein notwithstanding, this Declaration shall be construed as omitting restrictions, if any, based on race, color, religion or national origin.
- (k) Construction Activities. With the prior approval of the Association or the ARC, a construction trailer may be maintained on a Lot during construction, rebuilding or remodeling. During construction, all construction debris will be stored within a structure in a manner which will prevent its being blown away or otherwise dislodged by storms or winds and will be removed from the construction site at least once per week. If these requirements not complied with during construction, the Association may enter onto the Lot and remove the trash and debris, and assess the Owner for the costs thereof. The Owner and contractor involved will have no claim for damages or otherwise on account of such removal.
- (l) Storage of Gasoline and Explosives, Etc. No Lot shall be used for storage of explosives, gasoline or other volatile and/or incendiary materials or devices, either above or below the ground, except that gasoline or fuel for an Owner's lawn mower, snow blower and the like may be maintained on an incidental basis on the Lot in an amount not the exceed five (5) gallons.
- (m) Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or area appropriately screen from view, except that any container holding such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up.

- (n) No Temporary Structures or Building Materials. Except during construction, as set forth above, no tent, shack, temporary structure or temporary building or building materials shall be placed, stored or maintained upon the Lot. Snow fences are permitted between October 1 and May 31 and should be removed prior to June 1.
- (o) Compliance with Insurance Requirements. Nothing shall be done or kept on the Property which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association, without the prior approval of the Association.
- (p) Further Subdivision of Lots. The Owner of a Lot shall not further subdivide that Lot. Provided, however, that nothing in this subparagraph shall prohibit Declarant or an Owner from combining two Lots or subdividing an entire Lot for the sole purpose of annexing all subdivided portions of such Lot to other adjacent Lots. In the event two Lots are combined, the Owner of the combined Lots shall be entitled to the vote in the Association and the assessments attributable to each Lot comprising the combined Lot. In the event an entire Lot is subdivided and annexed to more than one other Lot, the vote in the Association and the assessments attributable to such subdivided Lot shall be eliminated.
- (q) Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any improvement on a Lot, the Owner there shall cause the damaged or destroyed improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the ARC, or the Owner shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitable landscaped, subject to the Approval of the ARC, so as to present a pleasing and attractive appearance.
- (r) Restrictions on Signs and Advertising. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Property so as to be evident to public view, except for a name plate or sign not exceeding nine square inches in area, on the main door of each Residence or such political signs as are allowed by State or Local law, and except any other signs as may be approved in writing by the Association or the ARC. A sign advertising a Lot for sale or for lease may be placed on such Lot; provided, however, that standards relating to dimensions, color, style and location of such signs shall be determined from time to time by the ARC.

6.3 Restrictions on Alienation. A Lot may not be conveyed to a time-sharing plan.

## ARTICLE VII

### Term, Termination, Modification and Addition of Lands

7.1 Term. This Declaration, every provision hereof, and every covenant and restriction contained herein, shall continue in full force and effect for a period of 20 years from the date hereof, unless otherwise specifically provided. The same shall automatically be continued thereafter for successive periods of 20 years each unless the Owners and Mortgagees of at least two-thirds of the Lots composing the Property agree to release all or part of the lands so restricted from any one or more of said restrictions, by executing and acknowledging an appropriate instrument in writing for such purposes and recording same in the Records at least one year prior to the expiration of the first 20-year period thereafter.

7.2 Termination; Modification. This Declaration, or any provision hereof, or any covenant or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the Owners of at least two thirds (2/3's) of the Lots composing the Property; except that, in order to release one or more Lots from the terms of this Declaration, it shall also take the affirmative vote of all Owners and Mortgagees of the Lot or Lots to be released. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded in the Records.

Any amendment to this Declaration shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose by the Board of Directors, or in the absence of such designation, by the President of the Association, who shall certify that the requisite percentage of Owners have consented to such amendment. The written consents of such Owners shall not be required to be recorded with the amendment, but shall be placed and held in the records of the Association for at least one year following the recording of the amendment. No action to challenge the validity of an amendment adopted by the Association pursuant to this paragraph may be brought more than one year after the amendment is recorded.

7.3 Addition of Other Lands. Declarant may at any time, or from time to time, during the term of this Declaration, add other vacant lands to the Property which is covered by this Declaration. Upon recording in the Records of a Notice of Addition of Lands containing the information set forth in Paragraph 7.4 hereof, the provisions contained in this Declaration shall apply to the additional lands which shall thereupon become part of the Property covered by this Declaration; and thereafter the rights, privileges, duties and liability of the Owners and occupants of the added lands shall be the same as in the case of the original Property; except that assessments imposed by this Declaration on such additional lands shall commence from the date of recording of the Notice of Addition of Lands.

7.4 Notice of Addition of Lands. The Notice of Addition of Lands referred to in Paragraph 7.3 above shall contain the following provisions:

- (a) A reference to this Declaration, which references shall state the date of recording hereof and the reception number or book and page numbers of the Records where this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the additional lands in the manner set forth in Paragraph 7.3 above;
- (c) An exact legal description of the additional lands; and
- (d) The consent of the owner or owners of the additional lands to subject themselves and their listed real estate to this Declaration.

ARTICLE VIII  
Miscellaneous Provisions

- 8.1 Actual Notice. Each Owner shall at all times keep the Association advised of a current mailing address to which all notices required by this Declaration may be sent. Any such notice shall be deemed delivered and received three days after deposit thereof in the United States mail, postage prepaid, addressed to such address or, if no such address has been furnished, then to the legal address of such Owner set forth in the instrument by which such Owner originally acquired title to such Lot, as recorded in the Records.
- 8.2 Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinated to all first Mortgages recorded in the Records now or hereafter encumbering lands subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such first mortgage; provided, however, that if any portion of the Property is sold under a foreclosure of any Mortgage, any purchaser at such sale, and the successors and assigns of such purchaser, shall hold any and all property so purchased subject to all the restrictions, covenants and other provisions of this Declaration.
- 8.3 Mutuality, Reciprocity; Runs with Land. All restrictions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; and shall create reciprocal rights and obligations between the respective Owners of all Lots of the Property and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns. In addition, all restrictions contained herein shall operate as covenants running with the land for the benefit of the Property hereto and shall inure to the benefit of all grantees of the Property, their heirs, personal representatives, successors and assigns, and shall apply to and bind the grantees of any and all Lots of the Property their heirs, personal representatives, successors and assigns.

- 8.4 Government Regulations. To the extent that the applicable county, municipal or other governmental regulations, rules, codes, ordinances or laws or a recorded plat or other planned development document are more restrictive than these covenants, they shall supersede these covenants and govern, at all times.
- 8.5 Waiver of Homestead. By purchasing or acquiring title to a Lot or any interest therein, every Owner waives all federal and state homestead or other exemptions with respect to any Lien for Assessments.
- 8.6 Consent to Formation of Improvement District. By purchasing or acquiring title to a Lot or any interest therein, every Owner consents to the formation of any special improvement district which may be proposed hereafter if, among other things, it is formed for the purpose of improving or widening any of the public rights of way providing access to or within the Property.
- 8.7 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- 8.8 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.