

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS OF CHAPPARAL 480  
ARAPAHOE COUNTY, COLORADO**

KNOW ALL MEN BY THESE PRESENTS:            THAT

WHEREAS, the undersigned, Associated Investment Co. of El Paso, Texas, a Texas corporation (hereinafter referred to as the "Declarant") is the owner of real property which is a Subdivision known as Chapparal 480, Arapahoe County, Colorado, (hereinafter sometimes referred to as the "Subdivision"), which is more particularly described in the plat of Chapparal 480 Subdivision to wit:

Lots 1, 2, and 3, Block 1  
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 2  
Lots 1, 2, 3, 4, 86, 87, 89, 89, 90, 91, and 92, Block 3  
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block 5  
CHAPPARAL 480 SUBDIVISION  
County of Arapahoe  
State of Colorado

and

WHEREAS, the Declarant desires to provide for the preservation of the values in the Subdivision of Chapparal 480 for the community that is to reside therein and, to such end, desires to subject said real property to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner there-of, theirs heirs, successors, administrators, grantees, and assigns; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values in said community to create an entity which shall have the obligation and powers of administering the community and enforcing the covenants and restrictions; and

WHEREAS, Declarant has incorporated under the laws of the State of Colorado, as a non-profit corporation, the CHAPPARAL 480 HOMEOWNERS' ASSOCIATION, for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, the Declarant declares that the real property described as Chapparal 480, Arapahoe County, Colorado is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, limitations, uses, covenants and conditions which are for the purpose of protecting the value and desirability, and which shall run with the real property and be binding on all parties having any right, title or interest in the said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Chapparal 480 Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be conveyed to the Association prior to or in conjunction with conveyance of the first Lot to an Owner.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Associated Investment Company of El Paso, Texas, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such

dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and 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 such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1985

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's

fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty-Five and 00/100 Dollars (\$25.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days not more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the by the Board of Directors. 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. A properly executed certificate of the Association as to the status of assessment of a Lot is binding upon the Association as of the date of its issuance.

Section 8. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Colorado shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In any such proceeding, the Owner shall be required to pay the costs and expenses of all such proceedings, including but not limited to attorney's fees, costs and expenses.

Section 10. Subordination of the Lien to Mortgages.

(a) The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Sale or transfer of any Lot shall not affect the lien for said assessment charges except that sale or transfer of any Lot pursuant to foreclosure of any such mortgage or any such executory land sales contract, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract shall

extinguish the lien of assessment charges which became due prior to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve any Lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof.

(b) The lien of the Association assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado law. The acceptance of a deed to any Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien.

## ARTICLE V

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition – Removal. The Architectural Control Committee shall be composed of the three members selected by the Declarant. Initially, the three members shall be Terry L. Huston, Raymond L. Anilionis and Ronald M. Smith. Such members may be removed at any time by the Declarant and in the event of such removal or the death, incapacity or resignation of any one of such three members, the Declarant shall have full authority to designate a successor who, in like manner, may be removed at any time by the Declarant. The Declarant may designate a person to serve on the Committee during the temporary absence of any one of such three members. The removal of members, the appointment of successor members and designation of such temporary members of such Committee shall all be made by the Declarant by the execution, acknowledgement and recording of an appropriate instrument in writing for any such purpose. The Declarant shall, by instrument in recordable form, relinquish all interest in the community pursuant to Article VI, Section 25 hereafter, and thereafter the Committee shall be appointed by the Association.

Section 2. Review by Committee. No structure, whether residence, accessory building, antennae, flag poles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements shall be constructed or maintained upon any Lot nor any alteration or repainting to the exterior of a structure shall be made and nor any landscaping performed unless complete plans, specifications, and Lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specification, and Lot plans as finally approved, deposited with the Architectural Control Committee.

Section 3. Procedures. The Committee shall charge a fee not exceeding \$100.00 for the review of each set of residential plans and specifications submitted. Such charges shall be paid by the person or persons submitting such plans and specifications for approval. A quorum at any meeting of such Committee shall consist of all three of the members thereof and any decision shall be reached by the affirmative vote of a majority of such members. The Committee's approval or disapproval, as required by any provision of this Declaration, shall be in writing. In the event the Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and there will be deemed to have been full compliance with the related covenants. The Committee or its duly authorized representative shall not be liable, in any manner, for any action or failure of action taken in these premises. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

Section 4. Committee's Discretion. The Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations of lands and structures thereon within the Properties conform to and harmonize with existing surroundings and structures. The Committee shall not be liable in damage to any person submitting request for approval or to any Owner within the Properties by reason of any action, failure to act, approval, or disapproval with regard to such request.

Section 5. Waiver. The Committee may, at its discretion, waive any provision of this Article V and Article VI of this Declaration in the event there is a practical difficulty or unnecessary hardship.

## ARTICLE VI

### LAND USE RESTRICTIONS

Section 1. County Regulations. Zoning ordinances, rules and regulations of the County of Arapahoe, State of Colorado, are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements which conflict with the minimum requirements established by said zoning ordinances, rules and regulations, the most restrictive shall apply.

Section 2. Residential Purposes Only. All Lots in the Properties shall be for residential purposes only and no building shall be erected or placed on any Lot other than one private single-family dwelling, together with a private, attached garage and such outbuildings as are customarily

appurtenant to such a dwelling. An “outbuilding” as the word is used herein is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves.

Section 3. No Business Activity. No trade or business activity shall be conducted, carried on or practiced on any Lot a residence or dwelling constructed thereon and the Owner of said Lot shall not suffer or permit any residence or dwelling erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said Lot or the other Lots in the Properties.

Section 4. Animals. As applicable to Lots annexed hereunder, no non-domestic animals shall be raised, grown, bred, maintained or cared for upon any Lot other than as hereinafter provided; it is specifically provided that Owners of any within the following Lots: Lots 16 through 23, Block 6; all Lots in Block 7 and all Lots in Block 8, where said Lots are less than two (2) acres shall, at any one time, be entitled to maintain one horse, while the Owner of any such Lot that is two (2) acres or more shall, at any one time, be entitled to maintain two horses. It is further provided that nothing herein contained shall prevent any Owner of any Lot from maintaining, keeping and caring for domestic, household pets not for commercial purposes. In order to prevent over-grazing, horses shall be kept in a small corral of not to exceed thirty-five per cent (35%) of the Lot size (remaining after any exception for Bridle Path), and only allowed to occasionally graze in remaining native grass area owned and fenced by Owner. The Architectural Control Committee's approval is required, pursuant to Article III above, for the erection and maintenance of buildings and fences for horses and domestic animals. All Lots must be maintained in a clean and odor free condition. Dogs, cats and other household animals shall not be allowed to run at large within the Sub-division, but shall be at all times on a leash or other of its owner.

Section 5. Foundations - Engineering. No plans shall be approved nor shall any construction be commenced on any building until soil tests have been made by a reputable qualified soil engineer or company on the Lot on which the building is to be erected. Proper footings and foundations to be used shall be designed by a professional licensed engineer and said design filed with the Architectural Control Committee. All downspouts from gutters must have an extension or a splash block at the bottom, carried out from the wall of the residence at least five (5) feet to provide positive drainage away from the building, said extensions or splash blocks are to be installed simultaneously with the downspouts.

Section 6. Completion of Construction. At any time that plans and specification, grading plans and location have been approved by the Architectural Control Committee, then the construction of the same shall be carried out forthwith and completed within twelve months from the



date construction is approved; provided however, that the time limit on completion of construction may be extended by the Architectural Control Committee in the event of unusual circumstances or delays beyond the control of the Owner.

Section 7. Specific Building Requirements. Any residence erected wholly or partially on any of the Lots or part or parts thereof, herein described, shall contain a minimum living area in the main structure, exclusive of garages, porches or terraces, as follows: single level 2000 square feet; bi-level-2500 square feet; multi-level-2500 square feet; and two story – 2500 square feet. All residences, including outbuildings, shall have wooden shingle roofs, unless otherwise approved by the Architectural Control Committee. An attached garage shall be required, and shall be at least twenty (20) feet deep and twenty (20) feet wide, and contain a minimum 400 square feet. The height of each building or structure shall be approved by the Architectural Control Committee, but shall not exceed thirty (30) feet in any instance.

Unless otherwise approved by the Architectural Control Committee, no building shall be erected or maintained within thirty (30) feet of the front property line on any Lot of 1.5 acres or less nor within forty (40) feet of the front property line on all Lots of greater than 1.5 acres. No building shall be erected or maintained on any Lot within twenty-five (25) feet from any side or rear property line, or within the forty (40) feet from any side street property line.

If any dispute arises as to what constitutes a front, rear or side line, the decision of the Architectural Control Committee shall be final. However, said decision must be consistent with the ruling of the County of Arapahoe.

No residential construction shall be permitted within one hundred (100) feet of slopes which are 4:1 (25%) or steeper unless further geotechnical investigation is done concerning slope stability.

All outbuildings to residential structures shall be of similar design and materials as the residential structure on said Lot and shall be subject to prior approval of the Architectural Control Committee. All driveways to be installed shall be paved in asphalt or concrete or other suitable surfacing materials and must be approved by the Architectural Control Committee.

Section 8. Stables. Private stables shall be permitted only on those Lots designated on the recorded plat of the Subdivision as providing for private stables.

Section 9. Antenna and Tanks. No radio, short wave, television, or other type of antenna shall be installed unless approved by the Architectural Control Committee. No tanks, which extend above the ground shall be erected, placed, or permitted upon any Lot.

Section 10. Mailboxes and External Lighting. All mailboxes and external lighting to be installed shall require the prior approval of the Architectural Control Committee and shall be of a consistent design and quality through out the Subdivision.

Section 11. Landscaping and Gardens. No landscaping shall include more than 5000 square feet of irrigated land. A family garden not to exceed 1000 square feet is permissible but no additional ground shall be broken for farming purposes.

Section 12. Owner Maintenance Obligations. Each Owner shall be required to maintain his or her Lot which shall include cutting of weeds, removal of rubbish, trash or garbage. All equipment, garbage cans, wood piles, or storage piles shall be kept screened by adequate planting or fencing so as to be concealed from view of bridle paths, neighboring residences and streets.

Bridle paths as shown on the plat of Chapparral 480 are intended for use by the general public and in the course thereof, each Owner shall have the obligation to trim and cut branches from trees and bushes on his Lot to the extent that they overhang or interfere in any way with the intended use of the bridle paths. Further, the Owner of said site shall be required to maintain the bridle path notwithstanding its usage by others, which maintenance shall include but not be limited to cutting of weeds contained therein, and removal of all debris to the same level of maintenance as required for any Lot in the Subdivision. It is the specific intention that the paths not be obstructed in any way so as to inhibit ingress and egress. The bridle paths shall be subject to utility and drainage easements. Motorized vehicles shall be excluded therefrom except as may be reasonably necessary for construction, maintenance and repair of said utility and drainage easements or for general developmental work by the Declarant. No fencing shall in any way obstruct the bridle paths or interfere with their intended use by equestrians; however, fencing along the bridle paths shall be subject to the prior written approval of the Architectural Control Committee as provided in Article V above.

Section 13. No Temporary Structures, Campers, or Trailers. No temporary house, trailer, tent, or other outbuilding shall be placed or erected on any Lot and no dwelling shall be occupied in any manner at any time prior to completion. No campers, mobile homes, trailers or other similar recreational equipment and no tractors, horse trailers, commercial trailers or vehicles shall be kept or maintained on any Lot or on any street

in the Properties unless specifically approved in writing by the Architectural Control Committee.

Section 14. Signs. The construction or maintenance of billboards, "for rent," or "for sale" signs larger than six (6) square feet and poster boards or advertising structures of any kind on any Lot in the Properties is prohibited, except on out lots and any Lots belonging to the Declarant or its duly authorized agent,

Section 15. No Drilling or Mining. No oil or gas drilling, oil or gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any building Lot.

Section 16. Septic Tanks. Unless otherwise approved by Architectural Control Committee, no septic tank or field system shall be nearer than forty (40) feet to any side Lot line of any Lot.

Section 17. Sales Offices. The Declarant shall have the right to allow sales offices to be maintained within the Properties for the purpose of selling Lots or homes.

Section 18. Resubdivision of Lots. No Lot or Lots, shall be subdivided except for the purpose of combining portions with an adjoining Lot provided that no additional holding by any person comprising the whole of one Lot and part or parts of one or more adjoining Lots shall for all purposes of this Declaration be deemed as constituting a single Lot. Not less than one entire Lot as originally platted (less any portion excepted for the bridle path) shall be used as a building site.

Section 19. Trees.

(a) Planting. The general plan of landscaping for each Lot referred to in Section 2 of Article III hereof, shall include assurances satisfactory to the Architectural Control Committee that at least two (2) evergreen trees with a minimum height of eight (8) feet and at least two (2) deciduous trees with a minimum caliper of one (1) inch shall be planted within nine (9) months after the residence constructed on the Lot is first occupied.

(b) Cutting. No tree or trees, whether now growing or hereafter grown upon any part of the subject property shall be cut down without prior written approval of the Architectural Control Committee, provided however, that this restriction shall not apply unless such tree is more than

two (2) inches in caliper as measured one (1) foot above grade, and provided further that this restriction shall not be construed to limit in any way reasonable trimming of any trees within the Properties. Each owner shall be obligated to remove any diseased trees.

Section 20. Street Easements. Easements along street are 10 feet wide and are for utility and drainage purposes only.

Section 21. Entrances to Chapparral 480 Subdivision. Easements for entrances to the Properties shall be part of the Common Area. Said Entrance Easements shall consist of an easement over and across Lot 1, Block 1, Lots 1 and 11, Block 2 and Lot 1, Block 5, Chapparral 480 Subdivision, and an easement over and across the adjacent right-of-way owned by Arapahoe Colorado for road expansion. Said Entrance Easements shall be more particularly described upon conveyance of said easements by the Declarant to the Association. The Association shall be responsible for maintaining the landscaping of said Entrance Easements, which landscaping shall include, but is not limited to, plantings, grass, stone walls and lighting. Pursuant to Section 2, Article IV hereinabove, the Association shall use assessments to maintain and improve these Entrance Easements, including that portion of the Entrance Easements located on the Arapahoe County right-of-way. At such time as Arapahoe County may wish to use their way, the Association shall be responsible for maintenance and any necessary improvements to those parts of the Entrance Easements located over and across Lots in Chapparral 480 subdivision as hereinabove described.

Section 22. Surface Water. All surface drainage, whether offsite or onsite, shall always be permitted to freely pass through all Lots as required in order to reach its natural destination.

Section 23. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property nor shall anything be placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 24. No Annoying Light, Sounds or Odors. No Light shall be emitted from any property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any property which is unreasonably loud or annoying; and no odor shall be emitted on any property which is noxious or offensive to others.

Section 25. Developer's Reservations. Notwithstanding to the contrary herein, the Declarant reserves onto itself rights and powers to performing any and all functions in the development of the Association,

free of the Association to be created herein, until such time as 75% of the Lots are December 31, 1985.

Section 26. Amendment of Land Use Restrictions. The right to amend, alter, or modify any part of this Article VI is hereby expressly granted to the Architectural Control Committee for a period ending December 31, 1985. Therefore, such right can only be exercised by members of the Association.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. The Owner or Owners of any Lot within the Properties, or the Architectural Control Committee, or the Declarant may enforce the restrictions and limitations or covenants herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations or covenants either to recover damages for such violations or to restrain such violation or attempted violations or may recover such damages as may ensue because of such violation including costs of suit and attorney's fees. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment and Termination. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Owner of any subject to this Declaration, their respective legal representatives, their heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Subject to the provisions of Section 25 of Article VI above, the covenants restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any Amendment shall be duly recorded.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.



Witness by hand and official seal.

My Commission expires: January 6, 1985

Notary Public  
9034 E. Easter Place, Suite 200  
Englewood, Co. 80112

