

## **WARNING**

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As a result, anyone using this working draft does so at their own risk, and should always compare any research to the recorded document itself.

### **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH MEADOWS**

(This document was retyped in its entirety from that filed on 12/14/94 with Norma Hatfield, Clerk and Recorder for Fremont County, Colorado.)

THIS DECLARATION is made on the date hereinafter set forth by High Meadows L.L.C., a Colorado limited liability company, with offices at 55 Briarcrest Place, Colorado Springs, Colorado 80906 (referred to throughout as "Declarant").

### **RECITALS**

I. Declarant is the owner of certain real estate located in the City of Florence, County of Fremont, State of Colorado, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference as though set forth in full.

II. Declarant desires to create a Common Interest Community on the real estate described on Exhibit A. Portions of real estate described within this planned community, will be designated for separate ownership and a portion will be owned by an association of Unit Owners.

III. Declarant has cause to be incorporated under the laws of the State of Colorado, High Meadows Homeowners Association, Inc., a nonprofit corporation, for the purpose of exercising the functions as herein set forth.

### **ARTICLE 1 SUBMISSION OF REAL ESTATE; DEFINED TERMS**

Section 1.1 Submission of Real Estate. The Declarant, owner in fee simple of the real estate described on Exhibit A, hereby submits the real estate, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Real Estate") to the provision of the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101, et seq., as it may be amended from time to time (the "Act"). The Act, as so amended until repealed, shall remain applicable. Declarant further declares that all of the Real Estate shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Real Estate and be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of each Unit Owner. For purposes of the Act, the Common Interest Community shall be a Planned Community.

Section 1.2 Defined Terms. Each capitalized term not otherwise defined in this Declaration, or in recorded plats or maps for this Planned Community shall have the meaning specified or used in the Act. Provisions of the Act supersede all provision in this Declaration.

## ARTICLE 2 NAMES; DESCRIPTION OF REAL ESTATE; DEFINITIONS

Section 2.1 Architectural review committee. A three (3) member committee created by the Executive Board and whose members are appointed by the Executive Board, for the purpose of enforcing the covenants and restrictions contained in this Declaration, design guidelines and architectural controls over the real and personal property within the Common Interest Community and ensuring the proper use and appropriate development and improvement thereof. Design guidelines and architectural controls shall be established by the Executive Board from time to time, specific to the common Interest Community, to ensure the proper use and appropriate development and improvement of the Common Interest Community so as to provide the harmonious development thereof.

Section 2.2 Association. High Meadows Homeowners Association, Inc., a Colorado nonprofit corporation, an association of Unit Owners as defined by the Act.

Section 2.3 Common Elements. The Real Estate within this Common Interest Community which is owned or leased by the Association, as the same shall be shown on the Plats. There will be no limited common elements. The Common Elements within this Common Interest Community at the time this Declaration is recorded are shown as Tracts B, C and D on the Initial Plat, a copy of which is attached hereto as Exhibit C-1.

Section 2.4 Common Expense Assessment(s); Assessment(s). In addition to the definition included in the Act, shall include late charges, attorneys' fees, fines and interest charged by the Association at the rate as determined by the Executive Board. As used in

this Declaration, this term includes all charges levied for the benefit of the Association, including, but not limited to (i) annual cost an expense of the Association, (ii) large, single item expenditures of the Association, and (iii) charges against a particular Unit Owner and the Unit for the purpose of reimbursing the Association for expenditures and other costs of the Association in curing any violation of the Governing Documents by the Unit Owner or residents, guests, or invitees to a Unit.

Section 2.5 Expansion Area. All or a portion of the real property described on Exhibit B attached hereto and incorporated herein by reference, which pursuant to Article 6, may be included in the Real Estate.

Section 2.6 Governing Documents. Collective reference to those documents which govern the operation of the Association, including: (i) its Articles of Incorporation, (ii) its Bylaws, (iii) its Rules and Regulation, (iv) the Initial Plat, (v) any Subsequent Plats, and (vi) this Declaration, as one or more of the same may be amended from time to time.

Section 2.7 Manufactured Home. A factory-built dwelling structure installed upon a Unit as a permanent residential structure.

Section 2.8 Names.

2.8.1 The name of this Common Interest Community is HIGH MEADOWS.

2.8.2 The name of the Association is HIGH MEADOWS HOMEOWNERS ASSOCIATION, INC.

Section 2.9 Plats. Collective reference to all recorded engineering surveys of the Real Estate within the common Interest Community as the same shall be approved by the local land use authority having jurisdiction over development of the Real Estate within the common Interest community, and all amendments thereto, including:

2.9.1 Initial Plat. The engineering survey of the Common Interest Community at the time this Declaration is recorded, commonly referred to as "High Meadows Subdivision", Filing No. 1," depicting and locating all the Units and Common Elements which are included in this Common Interest Community, approved by the City of Florence and duly recorded on March 23, 1994, in Plat Book 1180 at Page 774 an in the office of the Clerk and Recorder of Fremont County, Colorado, under Reception Number 615479. A copy of the Initial Plat is attached as Exhibit C-1.

2.9.2 Subsequent Plats. Additional engineering surveys of the Real Estate added to the Common Interest Community, each numbered consecutively (i.e. "High Meadows Subdivision, Filing No. 2," "High Meadows Subdivision, Filing No. 3," etc.), each depicting and locating such additional Units and Common Elements as may be added to the Common Interest Community pursuant to Article 6 of this Declaration. Subsequent Plats shall be attached to

this Declaration in similar order, numbered consecutively as “Exhibit C-2”, “Exhibit C-3”, etc.

Section 2.10 Real Estate. The Common Interest Community is located in the County of Fremont, state of Colorado. The Real Estate of the Common Interest Community is described on Exhibit A, as may be expanded to include additional property pursuant to Article 6.

Section 2.11 Unit. A physical portion of the Common Interest Community which is (i) designated for separate ownership and (ii) the boundaries of which are depicted on the Plats. The term Unit shall include all plated lots within the Common Interest Community.

Section 2.12 Unit Owner. The Declarant, or any other Person who owns a Unit.

### ARTICLE 3 THE ASSOCIATION

Section 3.1 Authority. The business affairs of the Common Interest Community shall be managed by the Association. Except as otherwise specifically reserved to the Unit Owners in this Declaration, the Executive Board shall act in all matters and exercise all powers and duties of the Association granted in this Declaration and in the Act. The Association shall be governed by its bylaws, as amended from time to time.

#### Section 3.2 Powers; Duties.

3.2.1 The Association, acting through its Executive Board, shall have all the powers, authority and duties permitted pursuant to the Act.

3.2.2 The Association shall have all of the powers, authority and duties necessary and proper to manage the business affairs of the common Interest Community.

3.2.3 The Association shall have all of the powers, authority and duties necessary and proper to own, operate, manage, lease, encumber, maintain, repair, reconstruct, replace, improve, and otherwise deal with the Common Elements.

3.2.4 The Association may assign its future income, including its rights to receive common Expense Assessments, upon the affirmative vote of the Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, at a meeting called for that purpose.

3.2.5 The Association, through its Executive board, shall establish such written design guidelines and architectural controls as is deemed necessary to ensure the proper use, development and improvement of real and

personal property within the Common Interest Community, and to appoint persons to serve on an Architectural Review Committee

Section 3.3 Declarant Control.

3.3.1 Powers; Turnover Date. The Declarant shall have the powers reserved in C.R.S. §38-33.3-305 (5) of the Act to appoint and remove officers and members of the Executive Board. The period of Declarant control terminates (the "Turnover Date") no later than the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of all Units in the ordinary course of business to Unit Owners who are not the Declarant; or (ii) two (2) years after the right to add new Units was last exercised; or (iii) two (2) years after the last conveyance of a Unit to a Unit Owner who is not a Declarant.

3.3.2 Executive Board Appointment. During the period of Declarant control:

(i) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than the Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(ii) Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

3.3.3 At any time prior to the Turnover Date, the Declarant may relinquish the right to appoint and remove officers, but may require Declarant approval of specific actions of the Executive Board.

ARTICLE 4  
UNITS

Section 4.1 Number of Units.

4.1.1 Initial Number of Units. The number of Units in the Common Interest Community at the time this Declaration is recorded is twenty-two (22).

4.1.2 Maximum Number of Units. The development plan for this Common Interest Community envisions the development of 169 Units. The maximum number of Units in the Common Interest Community shall not exceed two hundred thirty-five (235), or the maximum number of Units allowed by any governmental entity having jurisdiction over the Real Estate, pursuant to any

development plan for the Common Interest Community. Declarant shall not be obligated to expand the Common Interest Community beyond the number of Units initially submitted to this Declaration.

Section 4.2 Identification of Units. The identification of each Unit shall be shown on the Plats. The number of each Unit which is within the Common Interest Community at the time this Declaration is recorded is shown on Exhibit C-1.

Section 4.3 Unit Boundaries. The boundaries will be located as shown on the Plats.

Section 4.4 Easement for Encroachments. If any portion of a Unit encroaches upon any Common Element or adjoining Unit, a valid easement for such encroachment and for the maintenance of same, shall and does exist provided such easements do not exceed ten (10) feet within the boundaries of such Common Element or adjoining Unit; and such encroachments do not interfere with the enjoyment of the Common Element or the adjoining Unit. Similarly, if any portion of the Common Elements encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or any Units affected thereby. Further, such easements shall be deemed to run with the land upon which the improvements may be found.

Section 4.5 Easements of Use and Access of the Common Elements. Subject to the rights, duties and powers of the Association as set forth in this Declaration and the Act, every Unit Owner shall have a non-exclusive right and easement (i) of access over, through and upon the Common Elements, and (ii) of enjoyment and use of the Common Elements, and such easements and rights shall be appurtenant to and pass with title to each Unit.

Section 4.6 Easements for Utilities. In addition to such easements as may be shown on the Plats, each and every Unit is subject to an easement upon each Unit for installing, replacing, repairing and maintaining common water, sewer and other utility lines. By virtue of this easement, it shall be expressly permissible for the utility companies or municipalities supplying such utility service or the Association to erect and maintain the necessary equipment within the Real Estate and to affix, repair and maintain water, sewer pipes, gas, electric and telephone wires, circuits, conduits and meters. This easement and related obligations and duties shall be appurtenant to and pass with title to each Unit.

## ARTICLE 5

### SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 5.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, for itself and its duly authorized successors and assigns, to perform the acts

and exercise the rights hereinafter specified (the “Special Declarant Rights”). Special Declarant Rights include the following:

5.1.1 Completion of Improvements. The right to complete improvements indicated on the Plats.

5.1.2 Sales Management and Marketing. The right to maintain upon, and to remove from, such portion of the Common Interest Community as Declarant may choose, and in such number, size, and location as may be reasonably required by the Declarant, convenient or incidental to the construction, sale or rental of Units and Common Elements:

- (i) employees in offices and sales facilities,
- (ii) signs identifying the Common Interest Community and advertising the sale of Units or in any way related to the business of Declarant,
- (iii) model residences to be constructed or to be placed within Units,
- (iv) sales offices and construction offices which, to the extent they are not a Unit as defined in this Declaration, are hereby declared to be personal property, removable by Declarant, promptly upon the Declarant ceasing to be a Unit Owner, and
- (v) parking areas and lighting and temporary parking facilities necessary or desirable in marketing to prospective Unit Owners.

5.1.3 Construction Easements. The right to use easements through the Real Estate for the purpose of making improvement within the Common Interest Community. Further, Declarant, expressly reserves the right to perform warranty work, and repairs and construction work and to store materials within the Real Estate, and the future right to control such work and repairs, and the right to access thereto, until its completion. All work pursuant to this Subsection 5.1.3 may be performed without the consent and approval of any Unit Owner or Mortgagee. Declarant has such easements through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations and exercising Declarant’s reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across and within the Real Estate Construction easements reserved in this Declaration also include the right to grant easements to public utility companies and to convey improvements within those easement anywhere in the Common Interest Community. If Declarant grants any such easements, Exhibit D to the Declaration will be amended to include reference to the recorded easement.

5.1.4 Merger. The right to merge or consolidate the Common Interest Community with another Common Interest Community of the same form of ownership.

Section 5.2 Additional reserved Rights. In addition to the Special Declarant Rights set forth in Section 5.1 above, Declarant also reserves the following additional rights (the "Additional Reserved Rights"):

5.2.1 Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Common Interest Community.

5.2.2 Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 5.3 Rights Transferable. Any Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of Declarant may be transferred to any Person, in the manner prescribed by the Act.

Section 5.4 Termination of Special Declarant and Additional Reserved Rights. The rights reserved to Declarant pursuant to this Article 5 shall expire twenty years from the date of recording this Declaration, unless the expansion and development rights are reinstated or extended by the Association, subject to whatever terms conditions, and limitations the Executive Board may impose on the subsequent exercise of the expansion and development rights by Declarant.

## ARTICLE 6 DEVELOPMENT RIGHTS/MAXIMUM NUMBER OF UNITS

Section 6.1 Reservation of Development Rights.

6.1.1 General Rights reserved. Declarant expressly reserves the right to:

- (i) create common Elements,
- (ii) expand or contract the size of Units,
- (iii) alter the configuration of Units
- (iv) expand the Real Estate,
- (v) expand the number of Units, and



(vi) create Units up to the maximum number 235 or convert Units into common Elements on all or any portion of the Common Interest Community (the “Additional Improvements”).

Declarant may exercise these Development Rights on all or any portion of the Common Interest Community in whatever order of development Declarant, in its sole discretion, determines. Declarant’s exercise of these Development Rights described in this Section 6.1 shall be effected by recording a document evidencing the change or expansion in the office of the Clerk and Recorder of Fremont County.

6.1.2 Right of Expansion. Declarant expressly reserves the right to expand the Common Interest Community (the “Expansion Area”) by adding all or any portion of the real property described on Exhibit B to this Declaration. Expansion of the Common Interest Community may only be effected by recording amendments to this Declaration as required by the Act, and recording one or more Subsequent Plats as exhibits to this Declaration all in the records of the Clerk and Recorder of Fremont County.

6.1.3 Right of Withdrawal. Declarant expressly reserves the right to withdraw all or any portion of the Real Estate within the Common Interest Community (the “Withdrawn Property”) from the Common Interest Community; provided, however such withdrawal will not adversely affect the Unit Owners or the Common Interest Community. Withdrawals of Real Estate may only be effected by recording a document evidencing such withdrawal in the office of the Clerk and Recorder of Fremont County. Each Unit and the Common Elements shown on the Plats shall be separate portions of Real Estate subject to this right of withdrawal; provided, however, once a Unit has been conveyed to a Unit Owner other than the Declarant, that portion of Real Estate is no longer subject to this right of withdrawal.

Section 6.2 Exercise of Development Rights. Different parcels of Real Estate may have a particular Development Right exercised to it at different times, and no assurances are made as to the order such Development Rights might be exercised.

Section 6.3 Reallocation of Interests. In addition to such other amendments required by the Act and by this Article 6, if Declarant elects to exercise a Development Right reserved in this Article 6, Declarant shall record an Amendment (Exhibit E) to the Declaration reallocating the Allocated Interests so that the Allocated Interests appurtenant to each Unit will be apportioned according to the total number of Units submitted to the Declaration.

Section 6.4 Amendment of the Plats. Any effected Plats shall be amended in the case of Withdrawn Property, and any Subsequent Plats shall be recorded in the records of

the Clerk and Recorder for Fremont County, Colorado, to create Units and Common Elements within any Expansion Area, all as required by the Act.

Section 6.5 Interpretation. Recording of amendments to the Declaration or Plats, and recording of Subsequent Plats in the office of the Clerk and Recorder of Fremont County shall automatically:

- (i) Vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to his unit; and
- (ii) Vest in each existing Mortgagee a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered unit.

Upon the recording of an Amendment to the Declaration: (i) the definition used in this Declaration shall automatically be extended to encompass and to refer to the Common Interest Community (ii) any Additional Improvements shall be added to and become a part of the Real Estate for all purposes; and (iii) all conveyances of Units after any expansion shall be effective to transfer rights in all Common Elements as expanded, whether or not reference is made to any Amendment to the Declaration or Plats. Reference to the Declaration and Plats in any instrument shall be deemed to include all Amendments to the Declaration and Plats without specific reference thereto.

Section 6.6 Maximum Number of Units. While the maximum number of Units in the Common Interest Community shall not exceed 235 Units, Declarant shall not be obligated to expand the Common Interest Community beyond the number of Units initially submitted to this Declaration.

Section 6.7 Reciprocal Easements. If Real Estate is withdrawn from the Common Interest Community:

- (i) the owner(s) of the Withdrawn Property shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies and across the Common Interest Community; and
- (ii) the Unit Owner(s) in the Common Interest Community shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the Withdrawn Property.

Declarant shall prepare and record in the office of the Clerk and Recorder of Fremont County whatever documents are necessary to evidence such easements and shall amend Exhibit D to the Declaration to include reference to the recorded easement(s). Such recorded easements(s) shall specify that the owners of the withdrawn Property and the Unit Owners in the Common Interest Community shall be obligated to pay a proportionate share of the cost of the operation and maintenance of any easements utilized by either one of them on the other's property upon such reasonable basis as the Declarant shall establish

in the easement(s). Preparation and recordation by Declarant of the easement pursuant to this Section shall conclusively determine the existence, location and extent of the reciprocal easements that are necessary or desirable.

Section 6.8 Termination of Development Rights. The Development Rights reserved to the Declarant, pursuant to this Article 6, shall expire twenty years from the date of recording this Declaration, unless the expansion and development rights are reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Executive Board may impose on the subsequent exercise of the expansion and development rights of Declarant.

## ARTICLE 7 COVENANT FOR COMMON EXPENSE ASSESSMENT

Section 7.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. The Common Expense Assessment shall be a charge of the land and shall be a continuing lien upon the Unit against which each such Common Expense Assessment is made. A lien under this Section is prior to all other liens and encumbrances on a Unit except: (i) liens and encumbrances recorded before the recordation of the Declaration; (ii) except as otherwise provided in the Act and in Section 7.2 below, a first lien Security Interest on the Unit recorded before the date on which the Common Expense Assessment sought to be enforced became delinquent; (iii) liens for real estate and other governmental taxes.

This section 7.1 does not prohibit an action to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Unit shall not affect the lien for a Common Expense Assessment except that sale or transfer of any Unit pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of the Common Expense Assessment as provided in the Act. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation of forfeiture shall relieve any Unit from continuing liability for any Common Expense Assessment becoming due, nor from the lien thereof.

The Association has a statutory lien on all Units for all Assessments imposed against each Unit Owner from the time each such Assessment becomes due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by the Executive Board's acceleration of installment obligations.

Declarant, for each Unit, shall be deemed to covenant and agree, and each Unit Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay the Association annual Common Expense Assessment. Common Expense Assessments shall be

the personal obligation of the Unit Owner at the time when the Common Expense Assessment or other charges become due.

Section 7.2 Limited Priority Lien. The Association's statutory lien for Assessments is prior to a first lien security interest on the Unit recorded before the date on which such Assessments are made to the Extent provided in the Act.

Section 7.3 Apportionment of Common Expenses. Common Expenses shall be assessed against all Units in accordance with the Allocated Interests set forth in Article 11 of this Declaration.

Section 7.4 Purpose of Assessments. In addition to such other purposes as set forth in the Act, Assessments shall be used for the purposes of promoting the health, safety, and welfare of residents within the Common Interest Community, and, in particular:

7.4.1 To enforce all provision of the Governing Documents.

7.4.2 To exercise all rights and powers and to discharge all duties and obligations pursuant to the Act and the Governing Documents.

7.4.3 To discharge all expenses incurred by the Association in the alteration, improvement, construction, reconstruction, repair, maintenance or replacement of the Common Elements and all improvements located thereon, including fixtures and personal property related thereto.

7.4.4 To fund any operating deficit or reserves, the Association deems necessary to meet its financial obligations.

Section 7.5 Computation/Commencement of Common Expense Assessments. The Common Expense Assessment shall be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. The Executive Board may determine that any Common Expense Assessment shall be payable in installments, and may also elect to accelerate the installments remaining for such assessment year, pursuant to Section 7.6 below. Common Expense Assessment shall be collected by the Executive Board or its agent.

Section 7.6 Effect of nonpayment of Assessments. Any Common Expense Assessment and any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof shall bear interest at the rate, and assessed a late charge thereon, as determined by the Executive Board, from time to time. The Association, in its sole discretion and without prior notice, may elect to accelerate the installment obligations of any annual Common Expense Assessment. Further, the Association may bring an action at law or in equity, or both, against any Unit Owner Personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Unit Owner's Unit. An action at law or in equity by the Association against a Unit Owner to recover a money judgement for

unpaid Common Expense Assessment or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Associations, lien therefor.

## ARTICLE 8 GENERAL RESTRICTIONS

Section 8.1 Absolute Authority of the Executive Board. The Executive Board shall have complete authority and control to issue and amend restrictions on use, occupancy and alienation of the Units in addition to those contained in this Declaration. The Association shall have complete authority and control over the maintenance, repair, alteration and improvement of all Real Estate, and, in the case of Common Elements, shall also bear the expense thereof as provided in Section 8.2, below. No improvement may be built, erected, or placed within Units without prior approval by the Architectural Review Committee in strict compliance with its policies, procedures, design guidelines and architectural controls as the same shall be established by the Executive Board from time to time.

Section 8.2 Maintenance, Alterations and Improvements to Common Elements. The association shall pay all costs of the maintenance, repair, alteration and improvement of the Common Elements.

Section 8.3 Conformance with City Ordinances; Single Family Use. All Units shall be used in conformance with applicable building regulations, resolutions and ordinances of the City of Florence, Colorado. No Unit shall be used for any purpose other as residential living purposes by one Single Family. No gainful occupation, profession, trade or other nonresidential use shall be conducted within any Unit which business necessitates that its employees, clients, customers, suppliers, or invitees to travel to the Unit.

Section 8.4 Architectural Committee Authority. Prior to construction, plans and site location must be approved by the Architectural Control Committee. All unit improvements shall require approval by the Architectural Control Committee as to the particular improvements to be made, erected or constructed, and the size, kind, shape bulk, height, color, materials and location of said improvement within a Unit. Said improvements shall include, but are not limited to, outbuilding, parking areas, driveways, fences, walls, garages, exterior additions and landscaping, and any additions made to a previously approved improvement, including the principal dwelling structure or accessory building. Without prior approval and authorization of the Architectural Control Committee, no exterior television or radio antennas or satellite dishes of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Real Estate, nor upon any structure situated thereon.

Section 8.5 Setback Requirements; Minimum Square Footage of Dwelling Space. The Executive Board shall establish and revise setback requirements from time to time, as

the same may be set forth on Plats, or as required by the local land use authority having jurisdiction of development within the Common Interest Community.

Section 8.6 Right of Access. Provided that (i) request for entry are made in advance and that any entry is at a time reasonably convenient to the affected Unit Owner, and (ii) in case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Unit Owner is present at the time:

8.6.1 Any person authorized by the Executive Board shall have the right of access to all portions of the Real Estate for the purpose of performing emergency repairs or to do other work reasonably necessary for the proper maintenance of the Common Interest Community, for the purpose of performing installations, alteration, or repairs, and for the purpose of reading, repairing and replacing utility meters and related pipes, valves, wires and equipment.

8.6.2 Any Unit Owner or his agent shall have the right of access to all portions of an immediately adjacent Unit or any portion of the Common Elements for the purpose of performing emergency repairs or to do other work reasonably necessary for the proper maintenance of his Unit.

Section 8.7 Nuisances. No nuisance shall be permitted within the Common Interest Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Unit Owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of a Unit or Common Element, or any portion of the Common Interest Community by Unit Owners. As used herein, the term nuisance shall not include any activities of Declarant which are reasonably necessary to the development and construction of improvements to the Real Estate within this Common Interest Community so long as such activities do not interfere with any Unit Owner's ingress and egress to and from his Unit and a public way. Further, no improper, offensive or unlawful use shall be permitted within the common Interest Community or any portion thereof. All valid laws, ordinances and regulation of all governmental bodies having jurisdiction over the common Interest Community or a portion thereof shall be observed.

Section 8.8 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kinds shall be permitted within the Common Interest Community, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or within the common Interest Community. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon the Common Interest Community.

Section 8.9 Vehicular Parking, Storage, and Repairs.

8.9.1 Parking within the Common Interest Community shall be pursuant to the Governing Documents.

8.9.2 Each Unit shall contain the following which will be surfaced with concrete, asphalt or gravel, the specific material to be approved by the Architectural Control Committee: (i) a parking area sufficient to park two permitted vehicles, and (ii) a driveway from the public street into the Unit with a minimum width of nine feet.

8.9.3 No on-street parking will be permitted on public or private streets except for guest parking for a period of time not to exceed twenty-four hours.

8.9.4 Except only as a temporary expedience for loading, delivery of goods or services, or emergency, no house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (larger than  $\frac{3}{4}$  ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, and no commercial vehicle, with words or pictures primarily for the purpose of advertising a business or service displayed thereon, may be parked or stored within a Unit; a central storage area located within the common Elements is provided for this purpose. This restriction shall not apply to truck or other commercial vehicles temporarily located within the Common Interest Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any improvement located thereon.

8.9.5 No snowmobile, motorbike, dirt bike, motor scooter, go-cart, dune buggy, or any other such vehicle may be operated within the common Interest Community, and the same must be parked or stored within enclosed garages. Licensed, inspected, road-operational motorcycles shall be allowed only if they have mufflers of sufficient capability that they do not represent nuisance noise.

8.9.6 Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kinds shall be stored or parked within the common Interest Community. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Unit Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event that the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the Unit Owner thereof or shall be conspicuously

placed upon the vehicle. If the abandoned or inoperable vehicle is not removed within 72 hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.

8.9.7 No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the Common Interest Community, unless it is done within completely enclosed structures which screen the sight and sound of the activity from the street and from adjoining Units. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.

8.9.8 In addition to those fines or charges for which the Unit Owner is responsible pursuant to Section 8.16, fines or charges imposed or incurred by the Association in enforcing the provision of this section 8.9 shall be assessed against the owner of the vehicle violating this section 8.9.

Section 8.10 Garages. The doors of any garage located within the Common Interest Community shall be kept closed at all times except when a vehicle is entering or exiting such garage.

Section 8.11 Leases. A Unit Owner may lease his Unit to a Single Family, in compliance with all the provisions of the Governing Documents. Any Unit Owner who leases his Unit shall be required to provide copies of the Governing Documents to all tenants of the Unit. Leases of Units must be in writing and for a term of not less than six (six) months. Leases shall be subject in all respects to the provisions of the Governing Documents, and must specifically provide that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Failure of a Unit Owner to comply with the terms of this Section and with applicable Rules and Regulations may, at the discretion of the Executive Board, result in that Person's forfeiture of the right to lease the Unit.

Section 8.12 Animals. No animal or other pet of any kind shall be permitted which, in the opinion of the Executive board, might be dangerous or which makes an unreasonable amount of noise or odor or is a nuisance. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept within any Unit. No poultry may be kept within any Unit. Each Unit Owner shall be responsible for cleaning up after his pet and for all damages to Persons or property caused by any pet in the possession of such Unit Owner.

Section 8.13 Transmitters. Except garage door openers, no electronic, radio, microwave or similar transmitter or receiver of any kinds, including but not limited to



satellite dishes and antennae, shall be located or operated within the Common Interest Community, except as may be otherwise set forth in the Rules and Regulations.

Section 8.14 Machinery and Equipment. Except in the following instance, no machinery or equipment of any kind shall be placed, stored, or maintained within the Common Interest Community:

- (i) such machinery or equipment as is usual and customary in connection with the construction (during the period of construction) or improvements; or
- (ii) that which Declarant or the Association may require for the development, operation or maintenance of the Common Elements.

Section 8.15 Utility Connections. All utility connections installed in the Real Estate, including, without limitation, all pipes, ducts, all electrical and telephone connections and installations of wires to buildings, including television, microwave or radio connections shall be made underground from the nearest available source, except that, during the construction of improvement, the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 8.16 Rules and Regulations of the Association. In furtherance of the provisions of this Declaration, Rules and Regulations concerning and governing the common Interest Community or any portion thereof may be adopted, amended, or repealed, from time to time, by the Executive Board, or its successors and assigns; and the Executive Board may establish and enforce penalties for the infraction thereof. All Unit Owners shall be responsible for fines assessed against other nonowner residents of their Unit, and their tenants, guests, invitees, family members, employees or agents. All monetary penalties enforced pursuant to this Declaration or the Rules and Regulations shall be collectible as Common Expense Assessment.

## ARTICLE 9 MANUFACTURED HOME REQUIREMENTS

Section 9.1 Manufactured Date. Manufactured Homes placed on Units must bear a manufacture date no earlier than two (2) years prior to the date of setting the home on the unit. All Manufactured Homes must be at least sixteen (16) feet wide and have a minimum square footage of one thousand (1,000) square feet.

Section 9.2 General Specifications.

9.2.1 All Manufactured Homes must be approved by the Architectural Control Committee. In addition to meeting architectural controls, design and guidelines, Manufactured Homes must meet the following specifications:

- (i) Conform to the Federal Manufactured Home Construction and Safety Standards (MHCSS) as evidenced by an affixed certification label (red seal) attached to the exterior of the structure. Each section of a double-wide Manufactured Home must bear its own seal.
- (ii) Have brick, wood, stucco, vinyl, Masonite-type siding or cosmetically equivalent exterior siding. Roof pitches shall not be less than three inches in vertical pitch for every twelve inches horizontally. Steps, porches, railing, and additions must compliment the home and be of professional quality.
- (iii) Have, with or without a basement, a site built permanent foundation that meets or exceeds applicable requirements of 24 C.F.R. § 200.926, "Minimum Property Standards for One and Two Family Dwellings" (HUD). Foundations shall comply with HUD Handbook 4930.3, "Permanent Foundations Guide for Manufactured Housing".
- (iv) Be permanently attached to the foundation by anchoring devices adequate to resist all loads, including resistance to ground movements, seismic shaking, potential shearing, overturning and uplift caused by wind, earthquake and other disturbances. Anchoring straps or cables affixed to ground anchors, other than footings (or piers), will not meet this requirement. The unit must be anchored to the footing.
- (v) Have the towing hitch or running gear removed, including tongues and axles, brakes, wheels, lights, and other parts of the chassis that operate only during transportation. The chassis must stay in place.

9.2.2 Modular units, as defined by HUD/FHA, must conform to one of the following:

- (i) Structural Engineering Bulletin (SEB) as issued by HUD.
- (ii) Regional Letter of Acceptance as issued by the Denver Regional HUD office (Region VIII).
- (iii) Category III state approval. The unit typically bears some type of state label identifying the unit serial number, design, snow loads, etc.

Section 9.3 Accessory Buildings. Garages, patios, sheds or other outbuildings must be constructed of new materials, conform to the general color and type of the main structure and must be approved by the Architectural Control Committee.

## ARTICLE 10 INSURANCE

Section 10.1 Insurance. The Association shall comply with C.R.S. §§38-33.3-313 and all other provision of the Act regarding insurance, as follows:

10.1.1 The Association shall maintain, to the extent reasonable available all policies of insurance of type and in the form required by the Act.

10.1.2 Application of insurance proceeds and procedures of adjustment must be made pursuant to the Act.

10.1.3 The Rules and Regulations may include nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event that more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association.

10.1.4 Any portion of the Common Interest Community for which insurance is required under the Act which is damaged or destroyed must be repaired or replaced promptly pursuant to, and as required by, the Act.

10.1.5 The Association and its Manager must obtain policies of fidelity insurance in amounts and under the circumstances prescribed by the Act.

10.1.6 All costs and expenses borne by the Association in compliance with or as may be permitted by the Act, including, but not limited to, insurance premiums, and all costs and expenses borne by the Association in connection with insured and uninsured losses to Persons or property within the Common Interest Community, repairs and replacement of insured and uninsured property, and claims settlement or adjustment shall be considered common expenses.

Section 10.2 Unit Owners' Insurance. All Unit Owners shall obtain (i) all-risk insurance for their own benefit sufficient to insure against loss of all or any portion of the Unit; and (ii) public liability coverage within each Unit.

## ARTICLE 11 ALLOCATED INTERESTS

Section 11.1 Formula for Determining Allocated Interests. The common Expenses and the Votes in the Association shall be allocated to each Unit, calculated as follows:

- (i) the percentage of liability for Common Expenses: on the basis of a fraction, the numerator is one and the denominator is the total number of Units within the Common Interest Community; and
- (ii) the number of votes in the Association: on the basis of one Unit, one vote; cast in accordance with the provision of the Bylaws of the Association.

Section 11.2 Allocated Interests. The allocated Interests of each Unit at time this Declaration is recorded is shown on Exhibit E attached hereto and incorporated herein by reference.

Section 11.3 Reallocation. When Units are withdrawn from the Common Interest Community or additional Units are created by virtue of the addition of all or a portion of the Expansion Area, pursuant to the provisions of this Declaration and the Act, the formula set forth in Section 11.1 above shall be used to reallocate the Allocated Interests.

## ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Architectural Control Committee and any interested Unit Owner shall have the right but not the obligation to institute, maintain, and prosecute any such proceedings. In any action instituted or maintained under this section, the Architectural Control Committee shall be entitled to recover its costs and reasonable attorneys fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure of the Architectural Control Committee or of any Unit Owner to enforce any covenant or restriction herein contained, or any provisions of the General Development Plan, shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.2 Variance. The Executive Board or its designee may grant variances or adjustments from any conditions and restrictions imposed by this Declaration or the Rules and Regulations, if it determines, in its sole discretion that such variance is reasonable and necessary in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of such restrictions and covenants. Such variances or adjustments shall be granted only in the case the granting thereof shall not be materially detrimental or injurious to other Unit Owners, other Units or any Common Element, shall not militate against the general intent and purpose of this Declaration or the Rule or Regulation. Granting a variance in a particular situation does not require the granting of another variance in the same or similar circumstance.

Section 12.3 Duration, Revocation and Amendment. Each and every provision of this Declaration of Covenants shall run with and bind the land from the date of recording of this Declaration. The Declaration may be amended by any instrument approved in writing, as follows:

12.3.1 In the Case of an amendment creating or increasing Special Declarant Rights or changes in the uses of a Unit or Units, by not less than one hundred percent (100%) of the Unit Owners; and

12.3.2 In all other instances, by not less than sixty-seven percent (67%) of the votes in the Association.

Section 12.4 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado. This Declaration shall be considered to supplement the provisions of the Act, which provisions are incorporated herein by reference as though restated in this Declaration.

Section 12.5 Construction. Each of the provision of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any Person or circumstances is held invalid, the invalidity shall not affect other provision or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 12.6 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular; and words of one gender may be construed as denoting such other gender as is appropriate.

Section 12.7 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph section or article hereof.

Section 12.8 Notices. Any notice required to be given to any party pursuant to any provision of this Declaration shall be in writing, and shall be deemed given when delivered personally or when deposited into the United States mail, first class prepaid, sent by certified mail, return receipt requested, addressed as follows:

(i) if to Unit Owner, to the address of the Unit; and

(ii) if to the Declarant, at the address shown on the first page of this Declaration.

Any party may change its address for the giving of notice hereunder by written notice given to the Association in compliance with this section 12.8.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 7 day of December, 1994.

HIGH MEADOWS L.L.C.,  
a Colorado limited liability  
company

By: John V. Medoro

John V. Medoro  
its Managing Member

STATE OF COLORADO )  
COUNTY OF Fremont ) ss:

~~EXHIBIT~~ The foregoing instrument was acknowledged before me this  
7 day of Dec, 1994, by John V. Medoro,  
Managing Member of High Meadows L.L.C., a Colorado limited  
liability company.

Witness my hand and seal.

My commission expires: 5-18-97



Eileen P. Johnson  
Notary Public

626826 B-1205 P-97 12/14/94 10:50A PG 23 OF 23

[Retyped in its entirety on February 21, 2019. Original signatures can be located on the original document. Those included on this document have been scanned in.]

AMENDMENT NO. 1  
TO THE  
DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HIGH MEADOWS

THIS AMENDMENT TO THE DECLARATION is made on the date hereinafter set forth by High Meadows Development CO., LLC, a Colorado limited liability company (referred to throughout as "Declarant").

RECITALS

- I. Declarant is the owner of certain real estate located in the City of Florence, County of Fremont, State of Colorado, which is more particularly described on Exhibit A attached to and incorporated in the Declaration of Covenants, Conditions and Restrictions for High Meadows.
- II. Declarant desires to include all of the real property described on Exhibit C-2, attached to this Amendment and incorporated herein by reference, into the High Meadows common Interest Community.

AMENDMENTS

1. The Declarant is changed to High Meadows Development Co., LLC, a limited liability company.
2. Pursuant to the provisions of Article 2 and Article 6, all of the real property described on Exhibit C-2 as High Meadows Subdivision Filing No. 2, attached to this Amendment and incorporated herein by reference, is hereby included in the Real Estate of the High Meadows Common Interest Community and shall be subject to all of the terms, covenants, conditions and restrictions thereof.
3. The number of units identified on Exhibit C-2 is thirty-two (32), and the total number of units in the Common Interest Community at the time of this declaration is recorded is fifty-four (54).

IN WITNESS WHEREOF, the Declarant has executed this instrument this 2 day of February, 1996.

HIGH MEADOWS DEVELOPMENT CO., LLC  
a Colorado limited liability company

By: *Larry E. Ellis* PO  
a Managing Member

By: *Beverly J. Ellis* WA  
a Managing Member

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF FREMONT                )

The foregoing instrument was acknowledged before me this 2  
day of February, 1996, by Larry E. Ellis and Beverly J. Ellis, Managing  
Members of High Meadows Development Co., LLC, a Colorado limited liability  
company. ~~Witness~~ my hand and official seal.



*Robert A. B. Kiskip*  
Notary Public

[Retyped on February 21, 2019. Original signatures can be located on the original document. Those included on this document have been scanned in.]



## NOTICE REGARDING HIGH MEADOWS

- SUBJECTS:** The Declaration of Covenants, Conditions and Restrictions for High Meadows and Bylaws of the High Meadows Homeowners Association, Inc.
- PURPOSES:** To provide notice of the Declaration of Covenants, Conditions and Restrictions for High Meadows dated December 7, 1994 and recorded on December 14, 1994 in Book 1205 at Page 75 of the records of Fremont County, Colorado; to provide notice of the Bylaws of the High Meadows Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"); and, through this notice, to promote the recreation, health, safety and welfare of the residents of the properties subject to the Declaration and Bylaws.
- AUTHORITY:** The Declaration of Covenants, Conditions and Restrictions for High Meadows dated December 7, 1994 and recorded on December 14, 1994 in Book 1205 at Page 75 of the records of the Clerk and Recorder of Fremont County, Colorado (the "Declaration"), and Colorado law.
- PROPERTIES**
- AFFECTED:** All those units, lots, tracts, or properties within the County of Fremont, State of Colorado, as are subject to the Declaration including:
1. The plat of High Meadows Subdivision Filing No. 1, recorded on March 23, 1994 in Book 1180 at Page 774 in the office of the Clerk and Recorder of Fremont County, Colorado;
  2. The Plat of High Meadows Subdivision Filing No. 2, recorded January 17, 1995 in Book 1207 at Page 653 in the office of the Clerk and Recorder of Fremont County, Colorado;
  3. The Plat of High Meadows Subdivision Filing No. 3, recorded June 19, 1997 in Plat Book 1287 at Page 246 in the office of the Clerk and Recorder of Fremont County, Colorado;
  4. The Plat of High Meadows Subdivision Filing No. 4, recorded September 9, 1998 in Book 1337 at Page 882 in the office of the Clerk and Recorder of Fremont County, Colorado;
  5. Any other properties as added to or made subject to the Declaration.
- EFFECTIVE DATE:** December 20, 1999
- NOTICE:** Declaration. The Association hereby gives notice of the covenants, terms and conditions of the Declaration, and gives notice that the

Declaration is effective against the Properties Affected, as described in this notice. Copies of the current Declaration may be obtained from the Association's agent for management.

Bylaws/Rules and Regulations. The Association hereby gives notice that, from time to time, it adopts Bylaws governing the owners and the planned Community known as High Meadows (the "Community"). Copies of the current Bylaws may be obtained from the Association's agent for management.


Association's Agent for Management. The Association's agent for management of the properties subject to the Declaration may be contacted at the Community or through the registered agent and office of the Association or principal office of the Association, as maintained by the Association at the office of the Colorado Secretary of State.

Supplemental to Law. The provisions of this Notice shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the Community.

#### ASSOCIATION

CERTIFICATION: The undersigned, respectively being the President and Vice President of High Meadows Homeowners Association, Inc., certify that the foregoing Notice was approved and adopted by the Board of Directors of the Association and in witness thereof, the undersigned have subscribed their names.

High Meadows Homeowners Association, Inc.  
a Colorado nonprofit corporation

By:   
Ross Smith, President

  
Greg Wolff, Vice President

## OWNERS

**CERTIFICATION:** The undersigned Owner of lots included within the Community certifies that the foregoing was also approved and adopted by Prairie Meadows, LLC, a Colorado limited liability company.

Prairie Meadows LLC,  
a Colorado limited liability company IN

By: Security Title Guaranty Company,  
A Colorado Corporation, Member-Manager

By: Ross Smith  
Ross Smith, President

State of Colorado        )  
                                      ) ss.

County of ~~Andrew~~ )  
El Paso

The foregoing was acknowledged before me this 21st day of December, 1999 by Ross Smith as President and Greg Wolff as Vice President of High Meadows Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: 4/12/2002

NOTARY PUBLIC

State of Colorado       )  
  ) ss.  
County of ~~Denver~~ )  
                    El Paso

The foregoing was acknowledged before me this 21<sup>st</sup> day of December, 1999 by Ross Smith as President of Security Title Guaranty Company, a Colorado Corporation as Member-Manager of Prairie Meadows, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires: 4/12/2002

NOTARY PUBLIC

[Retyped in its entirety on February 21, 2019. Original signatures can be located on the original document. Those included on this document have been scanned in.]

## DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made by Prairie Meadows, LLC, a Colorado Limited Liability Company (hereinafter "Prairie Meadows") and shall be effective upon recordation as to the Property described hereinafter:

Whereas, Prairie Meadows is the owner of certain real property in Fremont County, colorado, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), and

Whereas, Prairie Meadows, desires to protect the value and desirability of its own property and to promote the health, safety and welfare of owners of the Property, and their heirs, representatives, successors and assigns, and

Whereas, to accomplish the purposes and intentions recited above, Prairie Meadows hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property, now and in the future, and hereby imposes upon the Property, the following restrictions, and declares that all of the Property shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used, occupied, maintained, altered, and improved subject to the provisions of the following restrictive covenants which shall run with the land, and be binding and inure to the mutual benefit of Prairie Meadows and all parties having any right, title, or interest in the Property or any part thereof, and their heirs, representatives, successors and assigns:

### A. Manufactured Homes Prohibited

No manufactured homes are permitted to be located on the Property except those, if any, which are located on the Property as of the date of recording of this declaration.

### B. Minimum Floor Area

The minimum floor area of any dwelling structure constructed upon any Lot within the Property shall be 1200 square feet. Floor area means the sum of the gross horizontal areas of the dwelling structure measured to the outside of all exterior walls, excluding basements, garages and areas which are not enclosed or are unheated.

### C. Garages

Each dwelling shall have an attached two-car garage.

### D. Duration

These restrictive covenants shall remain in effect for a period of twenty years except as sooner amended or terminated by action of owners within the Property, and shall

be automatically extended for ten year periods thereafter except as amended or terminated by action of owners within the Property. These restrictive covenants may be amended or terminated upon approval of sixty-seven percent (67%) of the recorded owners within the Property at the time of amendment or termination.

IN WITNESS WHEREOF, the Declaration of Restrictive Covenants has been executed this 4<sup>th</sup> day of January, 2002.

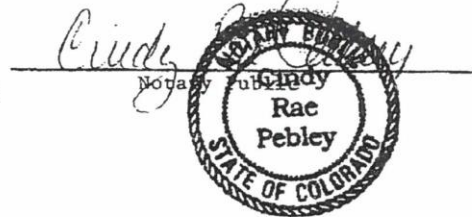
PRAIRIE MEADOWS, LLC,  
a Colorado limited liability company  
By: Security Title Guaranty Company,  
a Colorado corporation, Manager  
By: *Gregory J. Wolff*  
Vice President  
Date: \_\_\_\_\_

STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 4th day of January, 2002, by Gregory J. Wolff, Vice President of Security Title Guaranty Co. as Manager of Prairie Meadows, LLC, A Colorado Limited Liability Company.

Witness my hand and seal.

My Commission Expires: 10/14/2004



[Retyped in its entirety on February 21, 2019. Original signatures can be located on the original document. Those included on this document have been scanned in.]

EXHIBIT A – PROPERTY

High Meadows Subdivision Filing No. 2

Block 1 – Lots 2 and 6

Block 2 – Lots 6, 13, 14, and 20

High Meadows Subdivision Filing No. 3

Block 1 – Lot 1

Block 2 – Lots 2, 3, 4, and 5

Block 3 – Lots 3 and 7

High Meadows Subdivision Filing No. 4

Block 1 – Lots 1 through 29, inclusive

Block 2 – Lots 1 through 43, inclusive

Block 3 – Lots 1 through 15, inclusive

Located in the County of Fremont, State of Colorado.