

**DECLARATION OF PROTECTIVE COVENANTS  
FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

STATE OF COLORADO  
COUNTY OF EL PASO  
TOWN OF PALMER LAKE

**DISCLOSURE STATEMENT**

THIS PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THIS DECLARATION. AN OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS, THESE PROTECTIVE COVENANTS, AND RULES AND REGULATIONS OF THE ASSOCIATION. THIS DECLARATION OF PROTECTIVE COVENANTS, THE BYLAWS, AND THE RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THIS DECLARATION OF PROTECTIVE COVENANTS, THE BYLAWS, AND THE RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING IMPROVEMENTS AND/OR CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THIS DECLARATION OF PROTECTIVE COVENANTS FOR THE COMMUNITY, THE BYLAWS, AND THE RULES AND REGULATIONS OF THE ASSOCIATION.

**FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

This Declaration of Protective Covenants (hereinafter the “Covenants” or the “Protective Covenants”) is made this \_\_\_ day of April 2016, by the FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION, Inc. (hereinafter “FVEPOA” or the “Association”), in order to enhance the extant FVEPOA, a common interest community, and bring current its governance and compliance with current law and regulations concerning homeowners’ associations within the state of Colorado.

**ARTICLE I**  
**General**

**Section 1.1 Common Interest Community** The name of the common interest community is “FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.” All of the Association is located within the Town of Palmer Lake, County of El Paso, and the State of Colorado.

**Section 1.2    Property Association**

**(a) Recitation** The Association is a non-profit corporation established November 8, 1988 by the inclusion of the Protective Covenants for FOREST VIEW ESTATES, which were recorded for Phase I, then known as Forest View Estates, on June 28, 1988 in Book 5524, Pages 873 through 879, at Reception No. 01718478 in the office of the El Paso County Clerk and Recorder and the subsequent recording of Phase II, then known as Forest View Estates II, on June 14, 1991. Control of both Forest View Estates and Forest View Estates II was assumed by the Property Owners on November 8, 1995 and subsequently recorded on November 20, 1995 at Reception No. 951141921 in the records of the Colorado Secretary of State.

**(b)** The Association, this Declaration of Protective Covenants, and separate Bylaws are governed by the provisions of the Colorado Revised Nonprofit Corporation Act (C.R.S. § 7-121-101).

**(c)** Each lot will have one (1) vote.

**(d)** Regular Assessments shall be \$100.00 per year for each lot/unit payable annually, to be billed in January of each year, payable within 30 days, or such amount as may be adopted from time to time by the Association. In no cases shall these assessments exceed \$300.00 per lot/unit annually. The Association may file a lien against lots for payment in arrears of thirty (30) days or more.

**Section 1.3    Intent** The intent of these Protective Covenants is to preserve the Association as a high quality residential area of lasting value. Property owners will uphold the letter, spirit, and intent of these Covenants.

**Section 1.4    Building Type And Use** All lots shall be known, described and used only as single-family residential lots and shall not be used for more than one custom-built residential home, a private garage, and guest house, all in keeping with the architecture of the principal residence, and subject to approval by the Architectural Control Committee, hereinafter called the ACC.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, hers, their, or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through, or under such grantees) of deeds to lots in said tract of land, said THE ASSOCIATION hereby declares to and agrees with each and every person who shall be or shall become owner of any of said lots, in addition to the ordinances of the TOWN OF PALMER LAKE, Colorado and El Paso County, that they shall be and are hereby bound by the covenants set forth herein and that the property described in these restrictions shall be held and enjoyed subject to the benefit and advantage of the following covenants.

**ARTICLE II**  
**Covenants – Construction and Improvement**

**Section 2.1**    **The Architectural Control Committee**    The Architectural Control Committee (ACC) serves at the behest of the Board of the Association. The ACC shall seek to maintain the architectural integrity and similarity of all properties within the Association and to resolve all questions of interpretation, and these Covenants shall be interpreted in accordance with their general purpose and intent as herein expressed. The ACC may require reasonable changes in lot owners' plans solely for aesthetic reasons. The ACC shall bring all requests for design approval to the Board of the Association. The final design approval decisions shall be made by the Board of Directors in conjunction with the ACC.

**Section 2.2**    **ACC Membership**    The ACC shall be made up of three (3) members of the Association. Members shall be elected by a majority vote of members attending the annual meeting. An ACC member may be removed by a vote of two-thirds (2/3) majority of the then owner-occupants. In the event of failure to perform their duties for whatever reason, the remaining ACC members shall have full authority to appoint a successor member to fill the remaining term. Neither the ACC, nor any persons acting therefor, shall be liable for any reasonable actions taken by the ACC under authorization of the provisions contained herein. The ACC shall make and retain records of elections and appointments of its members within a reasonable period of time. It shall retain records of all applications, house plans, and location plot/site plans until all structures applied for thereunder have been completed. If requests for changes, such as additions or remodels or alterations are made, both the original plans and the plans for said changes shall be retained until said changes are completed. ACC members shall not receive compensation except reimbursement of expenses.

**Section 2.3**    **Meetings**    The ACC shall meet as a group to discuss, review, and examine submitted plans as necessary for the ordinary and timely review of all construction and/or improvement requests. The ACC shall make field trips to each lot and approve or disapprove all submissions in writing. Within 30 days of an application being submitted, the ACC shall return one set of documents showing the ACC's written determination and associated comments to the requesting owner.

**Section 2.4**    **Technical Advisor(s)**    The Association's Board of Directors, upon request by the ACC, may retain a Technical Advisor (TA), experienced in, but not limited to, residential site planning, construction, and landscaping to assist with the management, review, and processing of applications and plans for the ACC, as well as to monitor the construction progress of each project in accordance with approved plans. The TA's compensation for these services will be paid from the application and processing fee. Without any conflict of interest, the TA may also provide consulting services to an applicant for reasonable professional fees payable by the applicant prior to the applicant's formal submittal of plans. The TA shall be required to maintain records of his/her services for both the ACC and applicants.

**Section 2.5**    **Architectural Design and Requirements**    No significant building, structure, walls, fences, driveways, swimming pools, flagpoles, exterior cameras, antennas, exterior lighting, or other major exterior modifications of any kind shall be commenced, erected, converted, placed, added to,

or altered on any lot until adequate construction plans and specifications necessary to describe the intended project, which may include design, height, material, and color samples to be used and a site/plot plan showing the exact location of the structure(s) have been approved in writing by the ACC as to materials, harmony of external design with existing structure(s), location with respect to other structures planned, and as to topography and finished grade elevation, and such approval may not be unreasonably withheld. This requirement applies both to new construction and to subsequent changes, additions, repainting, and major exterior repairs or renovations.

**Section 2.6 Building Type and Use** All external buildings must compliment the architecture of the principal residence and are subject to approval by the ACC and the Board of Directors of the Association.

**Section 2.7 Height and Size** The maximum height of the dwelling shall be two and one-half (2-1/2) stories. For purposes of these Covenants, houses with basement windows above or partially above ground level or houses with garden level or basement entrances on one side may, at the discretion of the ACC, be considered as single or multi-story structures, depending on appearance, size, location, and amount of total finished floor area. The ACC may grant requests for minor variances to size or height criteria when other factors which enhance the quality of the structure justify such variance. The enclosed total finished living area of the main dwelling structure exclusive of garages, decks, or porches shall be not less than two thousand (2000) square feet. The enclosed ground level area (footprint) of the main dwelling structure, exclusive of garages, decks, or porches shall be not less than fifteen hundred (1500) square feet for a multi-story dwelling. Garages are required for all houses and shall be of sufficient size to accommodate a minimum of two (2) full-size automobiles. Oversized two or more car garages are recommended as economical and practical storage space.

**Section 2.8 Color** Structural color schemes shall be subdued, unobtrusive natural or earth color. Color samples must be submitted to the ACC with an application.

**Section 2.9 Facing and Siding** Exposed concrete on buildings shall be covered with stucco, brick, stone, wood, or other material. Natural wood sidings must be treated and periodically maintained with preservative or stain. Clear wood finishes do not withstand the high altitude weather and are therefore prohibited. Any finish material or stain shall have at least twenty percent (20%) pigment to aid in blocking ultra-violet and infra-red rays, thereby protecting the underlying material. Plywood, pressed board, metal, asbestos, or plastic siding materials are prohibited. Fire resistant materials such as stucco and fiber cement siding are encouraged.

**Section 2.10 Building Location** When the house plans are submitted to the ACC for review, a site plan shall also be submitted which shows the planned location of ALL improvements for the lot including adequate grading, drainage, and landscape plans. The ACC may require site changes if, in its opinion, the proposed site location would unduly interfere with the adjoining lots, terrain, or natural vegetation. The lots shall be maintained in their natural state as nearly as possible, except for a reasonably-sized lawn and garden. The Association may require mowing of the sites for fire prevention and noxious weed control from time to time.

**Section 2.11 Setbacks** Buildings shall be located a minimum of fifty (50) feet from any lot line. The ACC may reduce the setback on an individual basis if warranted but in no case less than as required by the Town of Palmer Lake and/or the County of El Paso. For purposes of these Covenants, chimneys, eaves, overhangs, steps, porches, and decks shall be considered as part of the structure.

**Section 2.12 Temporary Residences** No structure of temporary character such as a residential trailer, camper, tent, or accessory building of any kind shall be used on any lot as a residence, temporarily or permanently.

**Section 2.13 Time of Construction** Construction shall not start until the plans are approved by the ACC. Construction of the approved structures, including landscaping, remodels, and improvements; shall be completed within twelve (12) months from the time such construction is started. If any structure is abandoned, the ACC shall have the authority to remove or complete all or portions of such structure so as to prevent its being unsightly and a detriment to the area at a fair and reasonable cost to be reimbursed to the Association by the property owner. Notice of intent to exercise this authority shall be according to the enforcement provisions set forth below.

**Section 2.14 Construction Application and Approval Procedure** A complete application with two (2) sets of plans shall be submitted by the lot owner (not the builder) to the ACC at least fifteen (15) days prior to any meeting of the ACC at which the owner wishes to be heard. If the owner is uncertain regarding the approval of specific plans, s/he is encouraged to submit preliminary drawings or sketches and a written request for preliminary review prior to completion of a full set of plans and formal application. Such preliminary reviews are performed as a courtesy and do not constitute final action.

**Section 2.15 Construction Application and Processing Fees** An initial non-refundable construction Application and Processing Fee of three hundred dollars (\$300.00) shall accompany each initial formal submittal of plans for the primary structure. A fee of one hundred and fifty dollars (\$150.00) shall apply to construction of additional structures on each lot. The Association may increase the Application Fee if deemed necessary to cover increases in the cost of processing and any technical expertise that may be required. All fees shall be deposited into the General Fund.

**Section 2.16 Formal Submittal for New Construction of Main Dwelling** The construction application shall be submitted on the ACC's application form with the following attachments: A plot/site plan and a landscape plan at the same scale (may be on the site/plot plan), complete house/structure plans, accessory building plans, and the required application fee plus any other supplemental information that may be requested by the ACC to carry out its purpose. The plot/site plan shall show the exact location on the lot of all proposed improvements, construction, such as but not limited to the house, garage, driveways, earthwork grading, septic system, accessory buildings, and fences, even if only contemplated for the future. Exact proposed setbacks from lot lines, measured perpendicular to the lot lines, shall be shown. Driveways to proposed structures and any clearing of trees and vegetation, plantings of trees, and landscaping material, fencing, etc., must be shown in sufficient detail for the ACC to make reasonable judgements of the proposed improvements. The plot/site plan shall show existing topographic (contour) information at a contour interval of one foot (1'). Trees, existing and planned, larger than four-inch (4") caliper shall

also be shown on the plan. The house/structure/building submittals shall show details of the floor plans, architectural elevations, and exterior materials and color samples. Samples of new or non-traditional exterior materials may be submitted for evaluation by the ACC prior to a request to utilize such materials. The structure(s) location on the lot shall be accurately staked on the lot prior to submittal of the formal application.

**Section 2.17 Remodeling/Improvements** No significant improvements shall be erected within the community except those approved by the ACC. Improvements include any object, structure, thing, or work of any kind constructed, installed, affixed, located, or occurring within the community which changes the external appearance of the residence or the residential site. Improvement applications shall follow the procedures outlined above.

**Section 2.18 Roofing** Roofing materials and color shall be consistent with the architecture, color, and exterior wall material of any structure. Clay, colored concrete tiles, slate, stone covered steel, fire resistant architectural asphalt shingles, or the like will normally be required. The ACC may allow variations with the approval of the Board. New and modern materials with tile or slate appearance may be considered. The roof overhang (eaves) of the main structure shall be at least eighteen inches (18") wide. A lesser overhang on outbuildings may be approved by the ACC. The minimum roof pitch on all buildings shall not be flatter than a ratio of three (3) vertical to twelve (12) horizontal. Flat roofs or nearly flat roofs with or without parapet walls are prohibited. Roof-mounted solar collectors shall be flush-mounted and must be approved by the ACC and the Board prior to installation.

**Section 2.19 Chimneys and Open Fires** Spark arrestors shall be required on all chimneys and open fires shall adhere to local ordinances.

### **ARTICLE III** **Covenants – General**

**Section 3.1 Variances to Covenants** Any architectural design, construction, or improvement variance to these Covenants shall be approved by a majority vote of the ACC and the Board.

**Section 3.2 Energy Features** Energy efficient designs are encouraged through well-sealed and insulated construction and the use of passive solar design techniques. Solar collectors shall be an unobtrusive part of a house or garage structure so that reflections and appearance do not unreasonably defeat the intent of these Covenants to maintain a natural environment. Wind-driven electric generators or windmills are prohibited.

**Section 3.3 Extreme Designs** Houses of extreme design may not be approved, it being the intent of these Covenants to establish an area of quiet, unobtrusive dignity and quality consistent with other homes in the Association.

**Section 3.4 Landscaping** As a general rule, landscaping should be consistent with other homes in the Association. New construction landscaping costs should be approximately five percent (5.0%) of construction costs. Fire wise landscaping practices are encouraged.

**Section 3.5 Drainage and Irrigation** Many lots have natural drainages and irrigation ditches which are shown as non-build areas on the plat. In addition to natural storm water run-off, these drainages and ditches also may, from time to time, carry irrigation waters from adjoining properties. When water is flowing, the affected lot owners may pump, drain, or siphon whatever water is available through a single three-quarter inch (3/4") pipe or garden hose for irrigation and aesthetic purposes on the owners' lot. The owners may alter the location of irrigation ditches to enhance building sites and landscaping, including the construction of small ponds, after receiving written approval of plans for the proposed alterations from the ACC. Use of these irrigation waters in no way grants or entitles the lot owner or any other person to any water rights whatsoever.

**Section 3.6 Driveways, Earthwork, and Grading** Maintenance of driveways is the responsibility of the lot owner. The Town of Palmer Lake requires a driveway permit and a minimum eighteen-inch (18") diameter culvert where the driveway meets the public road. All earthwork and grading shall be performed in such a manner that disturbance to the lot is minimized. No finished grade shall be more than four feet (4') above or below the existing natural grade. All graded earth cuts or fills shall be sloped no steeper than a ratio of three (3) horizontal to one (1) vertical. No retaining wall shall be constructed in excess of four feet (4') in height. All retaining walls shall be constructed of wood timbers, concrete, or concrete block provided said concrete or concrete block is covered with stucco, stone, or brick. Retaining walls shall be shown on the owners' submitted plans. Mailboxes shall be kept in good repair.

**Section 3.7 Fences** Only cedar or similar appearing material, two (2) or three (3) rail standard grade split rail fences around the perimeter of the lot are permitted. This perimeter fencing is encouraged before or at the time of construction. Existing stock fencing on the subdivision perimeter shall not be disturbed or removed. The above ground portion of all split rail fencing shall remain untreated to allow natural weathering. Fencing permitted with the approval of the ACC includes protective fencing around gardens and for safety enclosures for children and pets. Such fencing shall blend harmoniously with the general feel of the neighborhood and be kept in good repair.

**Section 3.8 Antennas** External antennas are highly discouraged. Any homeowner requesting antenna(s) must obtain prior written approval from the Board and the ACC prior to installation. The Association requires that such antenna installations be done as unobtrusively as possible and with a preference that such antennas not be installed in the front yards of the properties or visible to neighbors or passers-by.

**Section 3.9 Easements** Easements and/or non-build areas for installation and maintenance of utilities, roadways, irrigation, and drainage purposes and such other purposes incident to development of this subdivision and under a strip of land twenty feet (20') wide along either side of all lot lines, including street frontages and along subdivision boundaries and as shown otherwise on the recorded plat. If a purchaser buys contiguous lots, the easements shall still apply unless legally vacated.

**Section 3.10 Nuisances** Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No noxious noise polluting or otherwise offensive activities or commercial businesses or trades shall be carried on upon any lot. Any exterior lighting on any lot

shall either be indirect or of such controlled focus and intensity as to not unduly disturb residents of adjacent or nearby property. No trailbikes, minibikes, mopeds, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Association other than for property maintenance, legal operation on public roads, and going to and from residences. No activity shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable enjoyment of the persons on any adjoining or nearby lots. No explosive or fireworks devices shall be permitted in the Association.

**Section 3.11 Obstructions at Intersections** No fence, wall, hedge, tree, shrub, or tree planting or other structure which unduly obstructs line-of-site shall be placed or permitted to remain on any corner formed by the intersection of a street with another street.

**Section 3.12 Refuse and Rubbish** Rubbish, garbage, trash, refuse, or other waste shall be kept and disposed of in a sanitary manner. All garbage or trash containers shall be kept at all times in a closed garage or placed in a walled-in area designed to blend with the house so that they shall not be visible from other lots or from public roads, except on pick-up days. No trash, litter, equipment, boxes, or other such items shall be permitted to remain exposed on any area of a lot that is visible from any other lot or from any public road.

**Section 3.13 Signs** All signs except real estate signs, must first be approved in writing by the ACC before erection on any property. The size of real estate signs shall not exceed industry standard without prior approval of the ACC. Makeshift and plastic banners are expressly prohibited unless they are temporary in nature (i.e. removed after less than forty-eight (48) hours).

**Section 3.14 Vehicle Parking and Equipment** Vehicles shall typically be kept in a garage. No more than two (2) vehicles may be stored in the driveway to the extent of one car per licensed driver residing on the premises unless prior approval is obtained from the ACC and/or the Board. Such vehicles stored outside the garage shall be in routine use, fully registered, and in good repair, or such vehicle must be removed from the property. No project cars shall be stored outside. All recreational vehicles, including but not limited to, travel trailers, horse trailers, campers, boats, motor homes, utility trailers, ATVs, and related equipment may be kept on the property if they are not visible from public roads nor visible from other lots and are screened from public view with appropriate garaging or solid opaque fencing approved in writing by the ACC and/or the Board.

**Section 3.15 Animals** Commonly accepted domestic household pets may be kept provided they are not for any commercial purposes. No non-domestic animals or livestock of any kind shall be housed, raised, or kept on any lot either temporarily or permanently. All pets shall be kept under control at all times by their owners. Owners with barking dogs that create a nuisance will be subject to the governing ordinances of the Town of Palmer Lake and El Paso County.

**Section 3.16 Property Maintenance** The exterior of the Association homes, including the landscape, must be maintained in an attractive manner consistent with the look and feel of the community. Examples include:

- (a) Removing dead plants, shrubs, and trees.



- (b) Repairing excessive blistering or peeling of exterior painted surfaces.
- (c) Repairing exterior building components (including but not limited to siding, gutters and downspouts, roof shingles, mailboxes, windows, and doors), which are chipping, missing, broken, or otherwise in a state of disrepair.
- (d) For security reasons, removing newspapers, flyers, and related materials in a timely manner.
- (e) Removing trash, equipment, clutter, debris, or abandoned toys from public view.

**Section 3.17 Recreational Equipment/ Pools/ Play Equipment** The location of all pools, swings, trampolines, and other playground equipment must be approved by the Board or the ACC. All recreational equipment must be kept in good repair or removed when no longer used regularly.

**Section 3.18 Window Treatments** Temporary window treatments for privacy purposes are allowed for up to six (6) months after a home is first occupied by new homeowners. Thereafter, temporary window treatments must be removed. Permanent window treatments must be kept in good repair so as not to appear unsightly from the exterior of the home.

**Section 3.19 Rules and Regulations** The Board is vested with the authority to adopt and promulgate rules and regulations (“Rules and Regulations”) for the Association at any time to further implement the spirit and intent of these Covenants. New Rules and Regulations require a majority vote by the Board in order to be adopted. Notice of any Rules and Regulations shall be provided to the homeowners within a reasonable period of time after they are adopted. The Rules and Regulations are subject to review at any annual meeting of the Association.

#### **ARTICLE IV** **Covenants - Administrative**

**Section 4.1 Property Leasing** It is the intent of the Association that all properties within the Association be owner-occupied. Should the owners of individual properties rent their property, the Association requires the following conditions be met, irrespective of length and terms of the lease:

- (a) All rentals of any property shall occur under a written lease, which shall include a copy of the Covenants, By-Laws, and Rules and Regulations. It is the obligation of the owner to stipulate within the lease that all obligations under the Covenants and Bylaws be adhered to by the tenant as a condition of occupancy. The property owner shall provide the Secretary of the Association with the property owners’ names and current contact information, as well as the name(s) and contact information of the tenant(s) and a redacted copy of the lease in place.
- (b) The property owner retains the obligations to adhere to the Association’s Covenants, By-Laws, and Rules and Regulations. Should the property owner and/or tenant not comply with Covenants, By-Laws, and Rules and Regulations then enforcement actions will be pursued.

(c) No short-term rentals are allowed. The minimum rental term is three (3) months. Exceptions are subject to prior Board approval.

Section 4.2 Enforcement These Protective Covenants may be enforced by the Board of Directors, or an authorized agent appointed by the Board, separately or together herein referred to as the "Enforcement Agent." Such enforcement may include seeking an Order from the Court to enjoin or otherwise to require a Property Owner to comply as a means to enforce these Protective Covenants or recover damages for such violation, or both; or any other action or actions may be commenced as provided by law in the State of Colorado.

Section 4.3 Violations A violation of the Protective Covenants and/or the Rules and Regulations may be reported by any property owner to the Enforcement Agent. In the case of a property owner wishing to report a potential violation, a written notification should be transmitted to the Enforcement Agent. Subsequently the following procedure shall apply:

- (a) The alleged violation will be confirmed by the Enforcement Agent.
- (b) The Enforcement Agent will contact the property owner in violation by a letter or an email advising the property owner of the violation and requesting appropriate action be taken to remedy the violation.
- (c) The owner of the property in violation will have thirty (30) days from the date of the letter or email within which to correct the violation or submit a bona fide plan to resolve the violation where such resolution justifiably will take more than thirty (30) days.
- (d) If the property owner has not remedied the violation within thirty (30) days from the date of mailing the notice of violation, or if progress is not being made to remedy such violation in accordance with an approved bona fide plan, a second letter or email will be sent requesting the violation be remedied immediately.
- (e) With failure to comply within thirty (30) days of the second letter or email, the Enforcement Agent can levy an immediate fine in the amount of \$200.00 per month for each violation until the violation(s) is rectified. The Association may place a lien against the property until such fines are paid. The property owner shall also be responsible for any attorney's or other fees paid by the Association related to the enforcement of said violation.
- (f) Notice of a violation of the Covenant relative to parking of recreational vehicles, including travel trailers, horse trailers, campers, boats, motor homes, and related equipment as well as utility trailers will be subject to a fourteen (14) day period each for the first and second notice of violation.

Section 4.4 Accelerated Enforcement Procedures The above procedures do not preclude the Enforcement Agent from taking accelerated measures in the case of a violation which constitutes an emergency situation involving safety of life, harm, or property damage, provided that the action is

consistent with the provisions of the Association's Covenants and By-Laws. The Enforcement Agent may establish shorter notification periods for the correction of violations of the Covenants.

**Section 4.5 Abatement or Removal** The Enforcement Agent further reserves the right, whenever there has been an apparent violation of one or more of the provisions of these Covenants, and after the notification periods outlined above, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the property owner, and such entry and abatement or removal shall not constitute nor be deemed a trespass.

**Section 4.6 Arbitration** The Board may elect to invoke binding arbitration to resolve any disputes between the Board and any property owner. If the Board elects binding arbitration, the Board and the owner shall endeavor to agree on an arbiter who must be a practicing attorney in El Paso County. In the event the parties cannot agree on an arbiter, they shall each nominate one (1) and the two (2) nominated arbiters shall agree on a third independent arbiter. This arbiter's decision shall be enforceable pursuant to Colorado law. The prevailing party shall be entitled to its attorney fees and costs as part of the arbiter's award.

**Section 4.7 Liability** Neither the ACC, the individual members of the Board, its officers or directors, or any person acting within the duties of their elected or appointed position therefor shall be liable in damages to any person or entity by reason of any action, failure to act, or any other circumstance taken in good faith to meet the intent of these Covenants.

**Section 4.8 Term of Covenants** These Covenants and restrictions are to run with the land and shall remain in full force and effect for ten (10) years from the date of recording, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a simple majority of the then owners (one vote per lot) has been recorded, changing said covenants in whole or part; however, covenants may be amended at any time by a simple majority of the then owners (one vote per lot). During the voting process, a non-response by any property owner(s) within the full time period stipulated for the response will be considered an affirmative vote. All changes shall be legally drawn and formally recorded in El Paso County.

**Section 4.9 Notices** Any notice required to be given to any property owner or other person under the provisions of these covenants shall be deemed to have been properly given when e-mailed or mailed to the owner of record of the lot in which the member has interest at his last known address.

**Section 4.10 Severability** It is hereby declared to be the intention of the Association that the sentences, clauses and phrases of these Covenants are severable and if any sentence, clause, or phrase of these Covenants be declared un-constitutional or invalid by a court of competent jurisdiction, such un-constitutionality or invalidity shall not affect any of the remaining sentences, clauses, or phrases of these Covenants.

**Section 4.11 Costs and Attorneys' Fees** In any action or proceeding under the Association's Covenants, By-Laws, or Rules and Regulations, if the party seeking to enforce the foregoing


prevails, said party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees.


**Section 4.12** **Limitation on Liability** The Association, the Board of Directors, the ACC, and any member, agent, or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

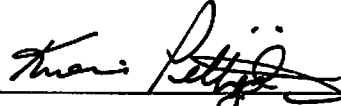
**Approval by the Homeowners of the Association**


The undersigned members of the Board of Directors of the Association hereby affirm that they received approval from at least a majority of the homeowners of the Association to implement this Declaration Amendment as required by the terms of the Original Declaration.

This Declaration was acknowledged by the undersigned Board of Directors of the Association.

President: Signature:   
Print Name: Gary L. Lockwood

Vice-President: Signature:   
Print Name: Christopher J. Amerson


Secretary: Signature:   
Print Name: Kevin Pettijohn

Treasurer: Signature:   
Print Name: Fred Turner

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF EL PASO    )

The above and foregoing document was acknowledged before me this 18<sup>th</sup> day of May, 2016 by Gary Lockwood, Chris Amerson, Kevin Pettijohn and Fred Turner in the capacities identified herein.

Witness my hand and Official Seal: My commission expires: dated 01/12/2020

  
Notary Public

