

210672

DECLARATION OF PROTECTIVE COVENANTS
OF

DRAWER: 5 CARD 684

ROSEWOOD HILLS

TELLER COUNTY, COLORADO

TO WHOM IT MAY CONCERN:

WHEREAS, THE ROSEWOOD CORPORATION, a Colorado Corporation hereinafter referred to as the corporation being the owner to the following described real estate situated in Teller County, Colorado, to wit: ROSEWOOD HILLS (formerly known as MONTAIGNE BEAUX-ZAR) hereinafter referred to as the subdivision and

WHEREAS, the owner is desirous of protecting and preserving the present and future values of the above described property and desires to develop and maintain a high-quality mountain subdivision, and

WHEREAS, the owner believes it necessary and proper to place the following covenants and restrictions on said property for the mutual protection and benefit of present and future owners of lots in said subdivision,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE CORPORATION does hereby establish and declare the following covenants and restrictions upon the above described property and does hereby declare that all rights, titles and interest in and to all of the above described property shall henceforth be subject to the covenants and conditions as herein set forth:

1. PROTECTIVE COVENANTS COMMITTEE:

A. Purpose: To assure through intelligent architectural control of building design, placement and construction, and the enforcement of all of the following covenants, that the subdivision shall become and remain an exclusive, attractive, residential community, and to uphold and enhance property values.

B. Membership: A protective covenants committee, hereinafter referred to as the committee, is hereby established, consisting of five members. The initial committee shall be composed of the executive committee of the corporation and two property owners from the subdivision to be designated by the executive committee of the corporation. In the event of the death or resignation of any member of said committee the remaining members of the committee shall have full authority to act until the executive committee of the corporation designates a new member.

C. Procedures: A majority of the committee shall designate a representative to act for it. All plans and specifications relative to all construction within the subdivision MUST be either approved or disapproved by the committee within thirty (30) days after being submitted. The address of the committee shall be 1804 North Cascade Avenue, Colorado Springs, Colorado 80907 or at such place the executive committee of the corporation may elect.

D. Authority: The committee shall have the authority and right to enforce the following covenants by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages. The committee and or the owner of any land in the subdivision shall have the right to seek enforcement of these covenants.

E. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The committee further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

2. LAND USE: No lot is to be used for any purpose other than residential. Only one single family dwelling per platted lot shall be permitted.

3. CONSTRUCTION:

- A. General: No structure, including walls, fence, and or waste facilities shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the committee as to quality to workmanship and materials, harmony of external design with existing structures, and as to location with other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on purely aesthetic grounds.
 - B. Time of Approval: The committee shall have thirty (30) days to either approve or disapprove plans and specifications in writing. If the committee fails to give their approval or disapproval in writing in thirty (30) days the plans and specifications are automatically approved.
 - C. Time of Construction: All exterior construction must be completed within one (1) year from commencement of construction.
 - D. Temporary Structure: No structure of temporary character, mobile home, camper trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently; provided, however, the committee may grant a permit for such use and location during the construction phase of the permanent dwelling, and for vacation camping and vacation use, such permit to be in writing and with a time limitation.
 - E. Set-Backs: No building of any size shall be located nearer than 25 feet from the front lot line or 10 feet from the side lot line without prior approval from the committee. However, in the event that one single family residence is to be built on two or more lots the above set back requirements apply only to the outer most boundaries of said lots.
 - F. Culverts: An adequate sized culvert shall be installed in ditch of each driveway to site by purchaser at the request of the committee to provide for adequate drainage.
4. RE-SUBDIVIDING: No lot shall be re-subdivided except tracts "A" and "B" with the approval of the committee.
5. NUISANCES: No noxious or offensive activity shall be conducted on any portion of the property, nor shall anything be done, which may be or may become an annoyance or nuisance to the neighborhood.
6. FIREARMS: The discharge of firearms in any manner shall not be permitted.
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- HUNTING: Hunting of any kind is forbidden.
7. SIGNS: All signs displayed upon the premises must be first approved by the committee.
8. DRILLING AND MINING: There shall be no drilling, mining, refining, quarrying of any kind upon or in any lot or tract.
9. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, provided, however, that horses may be kept on lots 4 thru 14 inclusive. Arrangements for the keeping of horses, including the construction of barns, corrals and fences, must be first approved by the committee.
10. GARBAGE AND REFUSE DISPOSAL: Trash, garbage and other waste shall be kept in sanitary containers. Incinerators will not be utilized for the disposal of garbage and trash on the premises. Garbage and trash shall be disposed of by removal from the subdivision. No lot or portion thereof shall be used for dumping trash or garbage. All garbage and trash containers shall not be visible from public streets. Any items considered unsightly or offensive by the committee shall be removed by the owner of the lot on which said items are located. It is the responsibility of each property owner to take extra steps in keeping his property neat, clean and well maintained.
11. TIMBER: There shall be no removal of timber except that which must be removed in connection with construction on the property, proper landclearing or that which is consistent with good conservation practices.

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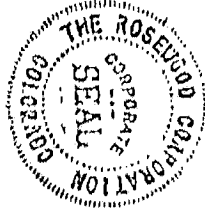
DRAWER: 5 CARD 69A

12. **UTILITY EASEMENTS:** All rear and side lot lines which coincide with the exterior boundary of the subdivision are subject to a twelve (12) foot utility easement. All other, interior, rear and side lot lines are subject to a six (6) foot utility easement on each side of the lot line, except as noted in § 3-B.
13. **RECREATIONAL AREA:** A recreational area shall be deeded by the corporation to the property owners. A reasonable fee shall be assessed each property owner and payable annually to be used to satisfy expenses arising from said area. The assessments and management shall be governed by the committee.
14. **WATER:**
 - A. **Above Ground:** The construction of dams, ponds, lakes or any activity affecting any water course in the subdivision shall be first approved by the committee.
 - B. **Below Ground:** A state approved, metered, community water system shall be created and operated by the committee. There shall be a reasonable tap on fee at time of connection.
15. **SEWAGE:** All sewage disposal systems placed upon any tract shall comply with the requirements of the Colorado State Health Department. No sewage, wastewater, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract.
16. **CLOTHES DRYING AREA:** Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must not be closer than sixty (60) feet from the side street.
17. **RIGHTS OF CORPORATION:**
 - A. The corporation shall have the right to bid on all construction.
 - B. Any land owner desiring to sell his property within the subdivision and receiving a bona fide offer from a 3rd party for said property shall first offer the property to the corporation at the price and terms offered by said 3rd party. If the corporation does not signify in writing its desire to purchase said property at said price and terms within thirty (30) days the land owner may thereafter sell the property to said 3rd party.
 - C. The corporation shall have the right to assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association or person.
18. **COVENANTS:**
 - A. **TERM:** These covenants shall run with the land and shall bind all parties and all persons claiming under them for twenty (20) years from the date these covenants are recorded, at which time they shall be automatically extended for successive five (5) year periods, unless by a vote of a majority of the owners of the lots said covenants are then changed in whole or in part, or amended as hereinafter provided in §18-C.
 - B. **Violation and Enforcement:** If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the committee or any other person owning any real property situated in said development to prosecute under proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violations.
 - C. **Amend:** From time to time the committee shall have the right to amend or revoke any protective covenant then in existence, but no such amendment or revocation shall apply to lots that are sold prior thereto without the written consent of the majority of the then owners of any such lots. These covenants may be amended by vote of owners representing 75% of the lots in the subdivision.
 - D. **Invalidations:** Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

210672

DRAWER: 5 CARD 69B

Dated at Cripple Creek, Colorado, this 12th day of July, 1971



THE ROSEWOOD CORPORATION

By: Lon Rose President

ATTEST

By: Patricia A. Rose Secretary

STATE OF COLORADO

COUNTY OF TELLER

SS.

The foregoing instrument was acknowledged before me
this 12th day of July, 1971 by Lon Rose as President
and Patricia A. Rose, as Secretary, of THE ROSEWOOD
CORPORATION, a Colorado corporation.



My commission expires _____ (date)

Norma Altman
(signature)

FILED FOR RECORD 12:05 AT 12 M. Norma Altman RECORDER
NO: 210672, DRAWER 5 CARD: 68AB-69AB

PPTD
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DATE: September 2, 1987

DECLARATION OF PROTECTIVE COVENANTS
OF

Legal Description: That tract of land adjoining the east 1/2 of the southwest 1/4 of section 27, township 12 south, range 69 west of the 6th P.M. as recorded under reception No. 196286 of the records of Teller County, Colorado and more particularly described as follows: Beginning at the most westerly corner of lot 56 of Montaigne Beaux-zar Subdivision as recorded in Plat Book A-1 at page 6 and also known as Rosewood Hills subdivision as recorded in Plat Book A-1 at page 6 of the records of Teller County, Colorado, Thence; (1) south 10 deg 50 min 50 sec west for 62.64 feet; (2) south 09 deg 55 min 05 sec west for 170.24 feet; (3) south 57 deg 43 min 25 sec east for 300.00 feet; (4) north 37 deg 29 min 40 sec east for 442.21 feet; (5) north 57 deg 43 min 18 sec west for 49.75 feet (deed north 57 deg 43 min 25 sec west for 50 feet); (6) south 32 deg 16 min 35 sec west along the southeasterly line of lot 54 of Montaigne Beaux-zar also known as Rosewood Hills as recorded in Plat Book A-1 at page 6 of the records of Teller County, Colorado, for 225.00 feet; (7) north 57 deg 43 min 25 sec west along the south-westerly line of lots 54, 55, and 56 of said Montaigne-Beaux-zar also known as Rosewood Hills subdivision for 377.97 feet to the point of beginning containing 1.95 acres of land more or less.

TO WHOM IT MAY CONCERN:

Whereas Robert G. Cornuke and Paul L. Cornuke herein after referred to as the owners and of the following described Real Estate situated in Teller County, Colorado here in after referred to as the property. Now therefore in consid-eration of the premises the owners do hereby establish and declare the follow-ing covenants and restrictions upon the above described property shall hence-forth be subject to the covenants and conditions as herein set forth:

- 1) No Mobile home shall be permitted on said property.
- 2) Any dwelling to be constructed shall be of a type similiar to that of homes in the Rosewood Hills Subdivision.

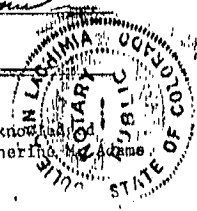
OWNERS

OWNERS

MESA VILLAGE DEVELOPMENT 134 Robert Gary Cornuke
MESA VILLAGE DEVELOPMENT 154 Paul Lester Cornuke

State of Colorado County of Teller The foregoing instrument was acknowledged before me this 2nd day of September, 1987 by Richard Daly, III and Katherine Adams and Robert Gary Cornuke and Paul Lester Cornuke.
Witness my hand and official seal. My commission expires 9-16-90

Dwight L. McQuinn Notary Public TLC 124434



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DECLARATION OF PROTECTIVE COVENANTS
OF
ROSEWOOD HILLS
TELLER COUNTY, COLORADO

TO WHOM IT MAY CONCERN:

WHEREAS THE ROSEWOOD HILLS PROPERTY AND HOMEOWNERS ASSOCIATION INCORPORATED, a non-profit Colorado Corporation herein referred to as the Association, representing the individual owners of property situated in Teller County, to wit: Rosewood Hills (formerly known as Montaigne Beauxzar) herein referred to as the subdivision and:

WHEREAS, the Association is desirous of protecting and preserving the present and future values and general quality of life of the above described property thereby believes it necessary and proper to place the following covenants and restrictions on said property for the mutual protection and benefit of present and future owners of property in said subdivision,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE ASSOCIATION does hereby establish and declare the following covenants and restrictions upon the above described property and does hereby declare that all rights, titles and interest in and to all the above described property, shall henceforth be subject to the covenants and conditions as herein set forth:

1. PROTECTIVE COVENANTS COMMITTEE.

- A. Purpose. To ensure, through reasonable architectural control of building design, placement and construction and the enforcement of all of the following Covenants, that the subdivision shall continue as an exclusive, attractive, residential community and to uphold and enhance property values.
- B. Membership. The Protective Covenants Committee, herein referred to as the Committee, is hereby established to be the First Vice-President of the Board of Directors, herein referred to as the Board, and two members appointed by the Board.
- C. Procedure. The First Vice-President of the Board shall represent the Board in Covenant considerations and will chair the Committee. Based on a majority vote of the Committee, a recommendation will be made to the Board to either approve or disapprove a request made to the Committee. In the event that an inadequate number of volunteers can be found for the Committee, the Board may act in this capacity. All requests to the Committee will be in writing to the First Vice-President by the first of the month, in order for the proposal to be reviewed by the Committee prior to that month's scheduled Board meeting. The Committee will recommend approval or disapproval in time for the request to be voted on at the next Board Meeting. All correspondence relative to building or any Covenant consideration should be addressed to Rosewood Hills Property and Home Owners

Association, Inc., Box 5222, Woodland Park, Colorado 80866, or placed in the mailbox in front of the water storage lot on Summit Road. Building plans and specifications must be submitted to the Committee in the same manner. Any request submitted to the Board may be made public by posting a notice on the neighborhood bulletin board.

Each request must contain the following:

- Three (3) copies of the request for Committee members (except for new home construction-one copy is sufficient)
- Drawings, showing dimensions and proximity to existing structures and property lines
- Detailed descriptions of material to be used, including color and texture if applicable
- A statement regarding whether the homeowner or private contractors will complete the work
- Certification that necessary building permits (if required) will be obtained
- Expected date of completion

All homeowners are encouraged to attend the appropriate Board meeting to provide additional details concerning their project. Requests may be approved or disapproved by majority vote of the Board. The homeowner will be informed of the Board's decision within 24 hours of the meeting. If the request is denied, a letter will also be forwarded to the homeowner stating the reason for denial.

D. Authority. The Board shall have the authority and right to enforce these Covenants by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The Committee or any property owner shall have the right to petition the Board to seek enforcement of these Covenants. The Board shall notify the property owner of any covenant violation on that owner's property in writing, and provide a set period of time for the owner to correct, repair, remove or appropriately address the violation. If the property owner fails or refuses to appropriately address and correct the violation within the time provided, the Board may, in its sole discretion, enter upon the property to abate, remove or appropriately address the violation at the property owner's expense and such entry and violation abatement or removal shall not be deemed a trespass. In the event that the property owner fails or refuses to pay said expenses, the Board may, in its sole discretion, place a lien upon the property and/or file suit for the collection of said expenses including reasonable costs of collection, court costs and attorney's fees.

2. LAND USE. No lot is to be used for any purpose other than residential. Only one single-family dwelling containing a minimum of 1800 finished square feet and at least a one-car garage per plotted lot shall be permitted. Residences existing prior to the adoption of these Covenants shall be excepted.

3. CONSTRUCTION.

- A. General. No structure, permanent or temporary, including, but not limited to, fences, new decks or deck replacements (that differ from the original plans) shall be erected, converted, placed, added to or altered on any lot unless the Committee has approved said construction plans in writing prior to the beginning of construction. The exterior color of all structures shall be in harmony with the natural setting of the subdivision. These colors would include brown or cedar tones, natural earth tones, and forest green shades, but any change from the existing colors requires Committee approval. The Committee may consider colors other than the shades suggested for approval. Continuous perimeter fences are prohibited. All structures built on any lot shall conform to the Teller County Code in regard to setbacks and any other and all Teller County zoning and building codes.
- B. Time. The Committee shall have up to thirty (30) days to either approve or disapprove plans and specifications in writing. If the Committee fails to render an approval or disapproval in writing within thirty (30) days, the plans and specifications shall be automatically submitted to the Board on the thirtieth day following the initial submission to the Committee. The Board shall approve or disapprove said plans within thirty (30) days of said automatic submission. Failure of the Board to approve or disapprove said plans within the time specified shall constitute an automatic approval of said submitted plans. The exterior construction of any plan approved by the Committee, the Board, or by default shall be completed within one (1) year from the time of approval.
- C. Temporary Buildings/Enclosed Space. No structure of a temporary character, trailer, mobile home, modular home, basement, tent or accessory building shall be used as a residence on any lot temporarily or permanently; provided, however, that upon application, the Board may grant a permit for such use and location during the construction phase of a permanent dwelling. Such permit shall be in writing with a specified time limitation.
- D. Common project guidelines. The following common projects require approval as described in Section 1(C) prior to beginning construction. This list is not all-inclusive.
- Culverts. So as to provide for adequate drainage a culvert shall be installed in the ditch of each driveway to site (lot) in accordance with Teller County Road Specifications at lot owner's expense. Landowners shall keep culverts open and free flowing for proper community drainage.
 - Decks. New decking or replacement of decking that differs from original plans.
 - Dog Run/Exercise Areas. Dog runs will be constructed in an area least visible from the road and neighbors. No metal posts will be used—cedar or other

woods are acceptable upon approval. Split-rail fence with wire mesh on the inside is normally acceptable.

- Exterior (Building) surface changes. The exterior color of all structures shall be in harmony with the natural setting of the subdivision. Generally, this would include brown or cedar tones, natural earth tones, and forest green. Any color changes from those existing at the time of the adoption of these Covenants require the approval of the Committee. Any colors other than those suggested will be considered by the Committee on an individual basis, and approval or disapproval will be based upon the desire to conform with community's natural setting.
 - Fencing. Continuous perimeter fences are prohibited. No fencing will be attached to trees (dead or live). No metal posts, barbed wire, chain link, or chicken wire will be used. The preferred fencing is split rail with, if necessary for pet retention, unobtrusive wire mesh. Any such wire mesh shall be colored in harmony with the natural surroundings.
 - Landscaping Projects / Retaining walls. These projects are commonly used for erosion control. All landscaping plans shall be submitted to the Committee for approval.
 - Live tree removal. (See Section 11 -- Timber)
 - Out buildings. "Out buildings" includes, but is not limited to, greenhouses, storage sheds, spa enclosures, or other freestanding structures. No out buildings shall be erected or placed upon any property, or be converted, added to or altered in any way without written Board approval of the construction or other plans for said outbuilding. Out buildings will conform to standards in paragraph 3(A).
4. RE-SUBDIVIDING. No lot shall be subdivided.
5. RECREATIONAL VEHICLE AND VEHICLE STORAGE. No inoperative and/or unregistered motor vehicles shall be parked on the community roads, in the driveways of, or on the property of any residence in the Community. Such vehicles shall be stored in a garage, away from public view, or removed from the community. Recreational vehicles and boats shall be parked or stored in a manner least visible from the road.
6. PARKING. There shall be no permanent parking in roads or cul-de-sacs. In the event that roads in the community are impassable due to snow conditions, all vehicles shall be parked in those locations designated by appropriate Teller County authorities. Signs will designate the area of the road for parking during snow conditions. Vehicles parked in other areas which interfere with snow removal, will be towed at owner's expense.
7. SAFETY.
- A. Weapons of any kind including, but not limited to, firearms, pellet guns, BB guns, paint ball guns, bows and arrows, etc., shall not be fired or discharged within the boundaries of the subdivision. Hunting of any kind is prohibited.

- B. Open fires within the boundaries of the subdivision are prohibited, with exception of a fire barrel in the recreation area to be used as directed by the Board. Fireworks, because of their incendiary potential, are also prohibited.
 - C. In accordance with Teller County policies on safe vehicular travel speeds, a speed limit of 20 MPH shall be strictly observed on all roads within the subdivision. Road and weather conditions will always dictate slower speeds. Please watch for children as they walk on the roads.
 - D. All vehicles using the roads within the sub-division shall be licensed and operated by a licensed driver in compliance with the vehicle laws of the State of Colorado.
8. **DRILLING AND MINING.** There shall be no drilling, mining, refining or quarrying of any kind within the subdivision.
9. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept within the subdivision, except that dogs, cats and other household pets may be kept, provided they are not kept for any commercial purposes. All household pets are subject to the leash laws of Teller County.
- If doghouses with chains are used for dogs kept outdoors, the chain shall be placed or attached so that it cannot become entangled with any objects.
 - Dogs that bark or howl excessively will be subject to Teller County Animal Control notification.
 - Animals that are allowed to roam will be subject to Teller County Animal Control notification.
10. **GARBAGE AND REFUSE DISPOSAL.** Trash, garbage and other waste will be kept in sanitary/covered containers. Use of bear-proof containers is highly recommended.
- Incinerators will not be used for the disposal of garbage, trash or other wastes within the sub division. Garbage and trash shall be disposed of by removal from the subdivision.
 - No garbage or trash shall be dumped within the boundaries of the subdivision. Toxic wastes (motor oil, acids, paints, etc.) will not be dumped on property and will be disposed of according to current regulations.
 - Outdoor pet areas should be kept clean to eliminate odors and disease. Failure to abide with regular sanitation is ground for Teller County Animal Control notification. If not corrected, the Board may, in its sole discretion, exercise its authority as granted in Section 1(D) of these Covenants.
 - Dumpsters are not allowed for routine household use.
11. **TIMBER.** There shall be no removal of timber from any property except that which is made necessary by approved construction on the property and/or proper landscaping, and that which is consistent with good fire prevention and conservation practices. Plans submitted for approval including, but not limited to, new construction and landscaping must clearly identify those trees that are intended to be removed. In addition, all trees to be removed shall be marked clearly with brightly

colored tape. Any deviation from the original plan shall be submitted to the Committee for approval in writing prior to the removal of the trees. Removal of living trees for landscaping is by permission of the Board only. Requests for removal must be submitted to the Committee.

Dead and/or diseased trees can be an eyesore, can cause disease to spread to other properties, and can create a significant fire and safety risk to the entire community. Property owners are required to remove any dead or diseased trees. If a property owner fails or refuses to remove dead and/or diseased trees after reasonable written notice by the Committee or Board, the Board may, in its sole discretion, exercise its authority granted in Section 1(D) of these Covenants.

12. UTILITY EASEMENTS. All rear and side lot lines, which coincide with the exterior boundaries of the subdivision, are subject to a twelve- (12) foot utility easement. All other interior, rear and side lot lines are subject to a six- (6) foot utility easement.
13. RECREATIONAL AREA. Rosewood Hills Property and Homeowners Association manages a one and nine tenths (1.9) acre tract of land within the sub-division. The well and part of the pond on Trout Creek are within the boundaries of this area, which is located at the end of Homestead Drive. This recreation area is available to all residents of Rosewood Hills for use as specified under rules established by the Board. There is no overnight camping allowed. Fires are authorized only in the burn container provided. Do not disturb or tamper with the water treatment equipment or pump house.
14. WATER. Rosewood Hills Property and Homeowners Association operates and manages the water distribution system for the mutual benefit of all property owners under the Water System Policies and Procedures; property description 27-12-69 PT SE4 SW4. However, the following guidelines are pertinent to this Covenant document.
 - Water used in Rosewood Hills is for in-house use only as prescribed by water rights entered by District Court, Water Division 1, State of Colorado, on 15 August 2002 and recorded by Teller County on 17 September 2002, record number 538877.
 - The Association determines water user fees, maintenance fees, and tap-on fees.
 - The construction of dams, ponds, lakes or any activity affecting any water in the subdivision shall have first received written approval of the Board.
15. SEWAGE. All sewage disposal systems (septic systems) placed within the subdivision shall comply with the requirements of the Colorado State Department of Public Health and Environment and be approved by Teller County.
16. ADDITIONAL APPEARANCE STANDARDS. It is the responsibility of each property owner to take extra care in keeping their property neat, clean and well maintained, as well as respecting the unimproved lots of the subdivision.
 - Outdoor clothes drying will be permitted only in the rear yard or the area least visible from the road or neighbors.

- Firewood piles will be placed in an area least visible from the road or neighbors.
- Any items judged to be unsightly or offensive by the Association and/or Board shall be removed from the property by the property owner, at owner's expense. If, after receiving written notice from the Board, the property owner fails or refuses to remove the item, the Board may, in its sole discretion, exercise its authority granted under Section 1(D) of these Covenants.
- Displaying of signs must have prior written approval of the Board, with the exception of "For Sale" signs and owner "name and address" signs or street numbers.

17. RIGHTS OF THE ASSOCIATION. The Association shall have the right to assign any and all of its rights, power, obligations and privileges under this instrument to any other corporation, association, persons or person, given a majority affirmative vote of lot owners.

18. COVENANTS:

A. Term. This instrument replaces and supercedes the previously recorded Declaration of Covenants of Rosewood Hills Teller County filed July 6, 1971 at 12:05 PM, #210672, Drawer 5, Cards 68A, 68B, 69A & 69B; and filed December 19, 1991, recorded under number 0391720 in BK 584 pages 320 through 323.

B. Amendment. The initiative to amend this document may originate from one or more of three sources:

- i. A unanimous motion from the Covenants Committee.
- ii. A majority opinion of the Board of Directors.
- iii. A petition signed by 10% of the lot owners.

Once an initiative to amend has been properly undertaken, the Board shall give reasonable written notice to all property owners setting forth the proposed action and the date by which written votes must be received by the Board. This document may be amended, altered or revoked by a majority vote of lot owners casting written ballots.

C. Invalidation: Invalidation of any of these covenants by judgment or court order shall not in any way affect any other provision that shall remain in full force and effect.