



Covenants

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Patricia Crowson, Clerk & Recorder, Teller County, CO

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
WILDERNEST**

This Declaration is made by Horstmar, LLC, a Colorado limited liability company ("Declarant"), in order to create a common interest community pursuant to the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101 et seq., as it may be amended from time to time.

**ARTICLE I
DECLARATION**

Section 1.1 Common Interest Community. The name of the common interest community created by this Declaration is the "Wilderness Community." The Wilderness Community is a planned community as defined in the Colorado Common Interest Ownership Act, at Section 38-33.3-103(22), Colorado Revised Statutes. All of the Wilderness Community is located in the City of Woodland Park, Teller County, Colorado.

Section 1.2 Property Affected. Declarant owns the real property in Teller County, Colorado described on the attached **Exhibit A** and shown on the Plat recorded to establish the Wilderness Community ("Property"). The Property, and any other real property hereafter made subject to this Declaration, together with any and all Improvements now or hereafter on such real property and appurtenances and rights to such real property are collectively referred to in this Declaration as the "Community". This Declaration is executed and recorded (a) in furtherance of a common and general plan for those parcels of land and residences that are part of the Community; (b) to protect and enhance the quality, value, desirability and attractiveness of all property within the Community; (c) to provide for the Association (defined below in Section 2.3) to hold, maintain and manage certain Common Property and amenities in the Community and to perform certain functions for the benefit of owners of land within the Community; (d) to define the duties, powers and rights of the Association; and (e) to define certain duties, powers and rights of owners of real property within the Community.

Section 1.3 Declaration. Declarant, for itself and its successors and assigns, hereby declares that the Community, and each part thereof, shall, on and after the date this Declaration is recorded, be owned, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and other provisions set forth in this Declaration, all of which are declared to be a part of and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Community. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with Section 13.1, shall bind, be a charge upon and inure to the mutual benefit of (a) all of the Property within the Community; (b)

Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all other persons and entities having or acquiring any right, title or interest in any real property within the Community, and their encumbrances, claimants, heirs, personal representatives, successors and assigns.

ARTICLE II DEFINITIONS

Unless otherwise expressly provided in this Declaration, the following words and phrases, whenever used in this Declaration, shall have the meanings specified in this Article II.

Section 2.1 Architectural Control Committee. "Architectural Control Committee" shall mean the approving authority described in Section 5.1 of this Declaration.

Section 2.2 Assessment. "Assessment" shall mean a "Common Assessment," pursuant to Sections 9.3 and 9.4, a "Special Assessment," pursuant to Section 9.6 or a "Site Assessment," pursuant to Section 9.7.

Section 2.3 Association. "Association" shall mean the Wilderest Homeowners Association, a Colorado nonprofit corporation, its successors and assigns.

Section 2.4 Governing Documents. "Governing Documents" shall mean the various operative documents of the Association, whether recorded or adopted at the time this Declaration is recorded or at a later time, as the same have been or may be amended, modified, supplemented, or otherwise changed from time to time, all of which are incorporated herein by this reference and which are identified as follows:

- (a) the Articles of Incorporation of the Association;
- (b) the Bylaws of the Association, which includes the Design Guidelines;
- (c) this Declaration, including the Plat, all exhibits attached to this Declaration, and all amendments to this Declaration; and
- (d) the Rules and Regulations.

Section 2.5 Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 2.6 Common Property. "Common Property" shall mean all personal property and all real property, together with any and all Improvements now or hereafter thereon and appurtenances and rights thereto, now or hereafter owned by the Association or which the Association is obligated to maintain pursuant to this Declaration or other Governing Documents. The Common Property include, but are not necessarily limited to, those parcels and tracts of land identified as Common Property on the Plat, any real or personal property hereafter identified as Common Property in any amendment to this Declaration. Common Property may include the common mailboxes established in the Community, the monument identifying the Community, and other commonly-used property. Any Common Property owned by the Association constitutes

"common elements" as defined in C.R.S. 38-33.3-103(5), as amended. Portions of the Common Property may be designated, in subsequent amendments to this Declaration, for the exclusive use and enjoyment of Owners of specified Lots within a portion of the Community, and not for the use and enjoyment of all Owners or all Lots. Any such Common Property owned by the Association and designated for the exclusive use and enjoyment of one or more Lots but less than all Lots within the Common Property are "limited common elements" as defined in C.R.S. 38-33.3-103(19).

Section 2.7 Community. "Community" shall mean the real property described on **Exhibit A**, and any other real property hereafter made subject to this Declaration, together with any and all Improvements now or hereafter on such real property and appurtenances and rights to such real property.

Section 2.8 Declarant. "Declarant" shall mean Horstmar, LLC a Colorado limited liability company, its successors and assigns. A Person shall be deemed a "successor and assign" of Horstmar, LLC as Declarant only if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration that are specifically designated in the recorded instrument. A person or entity shall not be considered a successor or assign of Horstmar, LLC merely because such person or entity is the grantee of a deed from Horstmar, LLC. Notwithstanding the foregoing, a successor to Horstmar, LLC by merger or consolidation shall automatically be deemed a successor or assign of Horstmar, LLC as Declarant under this Declaration.

Section 2.9 Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Wilderrest, in its entirety, including the Plat and all other attached exhibits, and all subsequent amendments thereto.

Section 2.10 Design Guidelines. "Design Guidelines" shall mean standards, rules and guidelines applicable to Residences and Improvements that may be promulgated and adopted by the Declaration and implemented by the Architectural Control Committee from time to time, as more particularly described in Section 5.2 of this Declaration. Declaration shall be allowed to modify the Design Guidelines throughout the Period of Declarant Control. Thereafter the Design Guidelines may only be amended by affirmative vote of sixty-seven percent (67%) of the Owners within the Community.

Section 2.11 Improvement. "Improvement" shall mean any object, structure, thing or work of any kind constructed, installed, affixed, located or occurring within the Community, which changes the external appearance of any portion of the Community from its external appearance as it existed immediately prior to the construction, installation, affixation, location or occurrence of the object, structure, thing or work. Improvements include but are not limited to buildings, outbuildings, swimming pools, painting or other finish material of any exterior surfaces of any visible structure, additions, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, exterior stairs, fixtures, exterior lighting, landscaping, lawns, hedges, windbreaks, plantings, trees and shrubs, poles, signs, exterior tanks and exterior air conditioning, water softener fixtures, solar energy fixtures and equipment, grading and

final Certificate of Occupancy has been issued by the Pikes Peak Regional Building Department shall be considered a Vacant Lot.

ARTICLE III COVENANTS TO PRESERVE THE RESIDENTIAL CHARACTER OF THE COMMUNITY

Section 3.1 Property Uses. All Lots in the Community shall be used exclusively for private residential purposes. No Residence erected or maintained within the Community shall be used or occupied for any purpose other than for a residence, except as provided below. No business, profession or other commercial activity shall be conducted within any Lot, except as follows:

- (a) an Owner may lease or rent his or her Residence for private residential or living purposes;
- (b) Declarant or its nominee or agent may use any Residence as a model or sales Lot for as long as Declarant owns any real property within the Community; and
- (c) the occupants of a Residence may use computers, telephones, fax machines, other electronic devices and other office equipment for their own business or professional purposes within the Residence.

Section 3.2 Improvements. No Improvement shall be erected within the Community except Residences and other Improvements which have been approved by the Architectural Control Committee. No Improvement other than a Residence and no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other Improvement may be placed on any Lot before completion of the Residence upon such Lot except with the permission of the Architectural Control Committee.

Section 3.3 Construction Type. All construction shall be new. No building previously used at another location nor any building or Improvement originally constructed as a mobile dwelling may be moved onto a Lot except as expressly provided in Section 3.7 for temporary construction, sales or administration buildings.

Section 3.4 Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 3.5 Completion of Work. A Residence shall not be occupied in the course of original construction until substantially completed. All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed.

Section 3.6 Construction Completion. The exterior of all Residences must be completed within one year after the commencement of construction, and landscaping and other Improvements on a Lot outside of a Residence must be completed within six months after completion of the Residence, except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities and except if the Architectural Control

Committee approves a longer period of construction due to unusual circumstances. For purposes of this Section 3.6, "commencement of construction" for a Residence is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. If construction is not completed within the above time periods or such later time approved by the Architectural Control Committee, or if construction shall cease for a period of 60 days without permission of the Architectural Control Committee, the Architectural Control Committee will give the Owner of the Improvements involved written notice of such fact, and if construction on such Improvement is not diligently commenced within 30 days after such notice, the unfinished Improvement or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner.

Section 3.7 Construction or Sales Offices. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by Declarant or with the permission of the Architectural Control Committee. Model homes may be used and exhibited only by Declarant or with the permission of the Architectural Control Committee. Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes.

Section 3.8 Control During Construction. During the period of construction of a Residence or other Improvements on a Lot, the Owner of the Lot or his contractor shall control dirt and dust, keep surrounding streets reasonably clean and keep construction debris confined in a trash receptacle. Trash shall be removed from the Lot at least once a week during the construction period. All construction debris which is blown by the wind shall be collected and placed in the trash receptacle. Construction debris may not be dumped or left on any Lot or on any of the Common Property. Contractors, subcontractors and construction personnel shall not enter upon any Lot or any of the Common Property without the permission of the owner of such property. The storage or placing of construction materials on any street within the Community is prohibited at all times. No construction equipment, construction trailers or construction vehicles shall be left overnight on any street within the Community.

Section 3.9 Natural Vegetation. Subject to the provisions of C.R.S. 38-33.3-106.5(1)(e), no trees, surface boulders, scrub oak or other natural vegetation shall be removed from any Lot, except as permitted by the Design Guidelines or with the prior approval of the Architectural Control Committee. However, during construction, any surface material, including rocks, dirt, plant material and vegetation which is removed due to construction requirements shall be removed, stored off-site, and then replaced onto the Lot from which it was removed. The storage may be at a location designated by Declarant, or at another location which is approved in advance by the Architectural Control Committee.

Section 3.10 Residence Size and Location Requirements. No Residence may be constructed which is less than 3000 square feet in size, including any attached garage. The location of each Residence on each Lot shall be determined in accordance with the Design Guidelines and the Architectural Control Committee's approval process described in Article 5. Notwithstanding the foregoing, no Residence may be built upon nor encroach the Conservation Areas or Additional Conservation Buffer defined in Section 3.16 of this Declaration.

Section 3.11 Height Restrictions. The height of Residences and other Improvements shall be in compliance with the zoning code of the City of Woodland Park and with any applicable subdivision plats and development plans approved by the City of Woodland Park. Declarant or the Architectural Control Committee may promulgate height restrictions that are more restrictive than those established by the City of Woodland Park, either in the Design Guidelines or in connection with the approval of Improvements pursuant to Article V.

Section 3.12 Exterior Colors and Materials. All exterior colors and materials, including roofing materials, used on Residences and other Improvements must be approved by the Architectural Control Committee. Acceptable materials and standards for approval may be described in the Design Guidelines for a particular area.

Section 3.13 Antennae: Satellite Dishes. No aerials, antennae, satellite dishes, microwave systems or other devices for reception or transmission of radio, television or other electronic signals, or other roof projections, including but not limited to lightning rods and weather vanes, shall be maintained on the roof or any other exterior location of a Residence, other Improvement or Lot, without the prior approval of the Architectural Control Committee. Satellite dishes may be installed on Lots only with the approval of the Architectural Control Committee and only if they comply with any applicable Design Guidelines.

Section 3.14 Rebuilding or Restoration. If any Residence or other Improvement is destroyed in whole or in part by fire, windstorm or from any other cause or act of God, it must be rebuilt or all debris must be removed and the Lot restored to a sightly condition. Such rebuilding or restoration must be commenced within three months after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed one year after the date the damage occurred or such longer period of time as may be approved by the Architectural Control Committee due to unusual circumstances. If restoration, rebuilding or removal is not completed within the above time periods or such later time approved by the Architectural Control Committee, or if the restoration, rebuilding or removal shall cease for a period of 60 days without permission of the Architectural Control Committee, the Architectural Control Committee will give the Owner of the Lot involved written notice of such fact, and if the restoration, rebuilding or removal of the Improvements is not diligently commenced within 30 days after such notice, the damaged or destroyed Improvements shall be deemed a nuisance. The Association shall have the right thereafter to enter upon the Lot involved and remove the damaged or destroyed Improvements at the expense of the Owner. Such an entry and removal shall not be deemed a trespass and the Owner shall be liable for all costs incurred in connection with the removal.

Section 3.15 Fences. No fences shall be erected on any Lot or elsewhere in the Community except fencing installed around the perimeter of Wilderrest by or on behalf of the Declarant or other fencing installed by an Owner in compliance with the Design Guidelines and in accordance with plans and specifications approved in advance by the Architectural Control Committee. Perimeter fences around or between individual Lots are not permitted.

Section 3.16 Conservation Areas. Certain areas within the Community are not suitable for

development because of privacy requirements, natural features, forested areas and special vegetative features upon each Lot and the Owners, by acceptance of a deed to a Lot within Wilderrest, agree that the forested nature of the Community should be preserved. Therefore, "Conservation Areas" are designated on the Plat around the perimeter of the Community, and "Additional Conservation Buffers" are established under the terms of this Declaration. Each Owner shall establish a forested portion of the Owner's Lot which shall be preserved as an Additional Conservation Buffer, which shall be located to the exterior of the Community and shall extend along the boundary between the Lots wherever possible. The provisions shall be subject to C.R.S. 38-33.3-106.5(1)(e), as amended, but the Owners agree, by purchasing a Lot within this Community, that they shall take all reasonable actions to preserve the forest within the Community by preserving the trees and natural vegetation upon their Lot(s). The Additional Conservation Buffer location on each Lot shall be established, with prior approval of the Architectural Control Committee, in order to preserve the privacy upon each Lot, the forested nature of the Community, and to preserve the individual trees and shrubs growing within the Additional Conservation Buffer. The Additional Conservation Buffer shall include an area which is no less than 20% of the entire size of each Lot, not including the Conservation Area described on the Plat, and shall include a strip along the side boundaries of each Lot. No trees, bushes or other plant material in place at the time of construction shall be removed from the Conservation Area or the Additional Conservation Buffer on each Lot.

Neither Conservation Areas nor Additional Conservation Buffers shall be subjected to any kind of construction impact, intensive or destructive use or activity which might otherwise result in avoidable damage to such areas, their animal life or existing natural growth. The following specific restrictions are imposed on the Conservation Areas and Additional Conservation Buffers (jointly "Preserved Areas"):

- (a) no planting or cultivation shall be permitted except planting and cultivation of plants native to the Pikes Peak region;
- (b) no alteration of ground conditions and no clearing of living growth shall be permitted, except for removal of plants infected with noxious insects or diseases and except as permitted by clause (a) above;
- (c) no Improvements of any kind shall be permitted except for underground utility lines and those Improvements constructed by the Declarant to serve the Community generally;
- (d) no vehicles or conveyance devices of any type shall be permitted within the Preserved Areas except to preserve order or to protect, preserve or maintain the Preserved Areas;
- (e) no activity tending to produce litter shall be permitted;
- (f) no obstruction of any kind of the natural flow of water across any Preserved Areas shall be allowed, nor shall water be directed to flow across any Preserved Areas substantially in excess of historic flows which is likely to cause erosion;

- (g) no activity tending to weaken or destroy the animal habitat or to interfere with game trails shall be permitted;
- (h) Preserved Areas may not be fenced, except temporarily during construction when a temporary fence will help preserve and protect the Preserved Areas, and except for fences installed by Declarant for the benefit of the entire Community, which may include a perimeter fence surrounding the Community.

ARTICLE IV LIVING ENVIRONMENT STANDARDS

Section 4.1 Building and Grounds Maintenance. Each Owner of a Lot shall maintain the exterior of his Residence and all other Improvements on his Lot in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. The exteriors of Residences and related Improvements shall be maintained in good condition by the Owners thereof. Each Owner of a Lot shall keep any lawn on his Lot mowed and all landscaping properly maintained. If the Owner fails to properly perform such maintenance, Declarant or the Association may, after giving at least 30 days written notice and at the Owner's expense, effect such repairs and maintenance as it deems necessary in its judgment to maintain the standards of the Community. Entry to effect such repairs and maintenance shall not be deemed a trespass and the Owner or Association shall be liable for all costs incurred in connection with the repairs and maintenance.

Section 4.2 Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

Section 4.3 Outside Storage. All maintenance equipment shall be stored in an enclosed building or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets. No furniture, fixtures, appliances or other goods not in active use shall be stored outside on any Lot if such material is visible from the Residence on another Lot, or from any Common Property or a street within the Community.

Section 4.4 Clotheslines. No outdoor clothes poles, clotheslines or other facilities for drying or airing of clothing or household goods shall be placed on any Lot, and no laundry or wash shall be dried or hung outside any Residence or other Improvement.

Section. 4.5 Swing Sets and Play Areas. No swing sets, jungle gyms, slides or other similar Improvements shall be installed on a Lot except in compliance with the Design Guidelines and unless approved by the Architectural Control Committee prior to construction or installation of such Improvements.

Section 4.6 Refuse. No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside on a Lot or on Common

Property so as to be visible from any Lot, Common Property or street, except during refuse collections. Trash and other refuse shall not be put out at the curb until the day it will be collected by a garbage collection service. Trash and refuse put out for collection must be in a container with a lid secured to prevent trash from blowing away. After a period of two weeks of continued violation of this Section 4.6, the Association or Declarant shall have the right to enter upon the Lot or Common Property involved and remove such unsightly objects or materials at the expense of the Owner. Such an entry shall not be deemed a trespass and the Owner who violated this Section 4.6 shall be liable for all costs incurred relative thereto.

Section 4.7 Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No hazardous activities may be carried on upon any Lot which may affect property values within any Residence if there is any risk of loss or injury to any neighboring Lot Owners, the public, or to Related Users, or to any portion of the Property. No annoying lights, sounds or odors shall be permitted to emanate from any Lot.

Section 4.8 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices except security and fire alarm devices used exclusively for security purposes shall be located, used or placed on any Lot. Notwithstanding the foregoing, with the prior approval of the Architectural Control Committee, an Owner may install exterior stereo speakers, provided that the sound levels from such speakers are not objectionable to neighbors.

Section 4.9 Outside Lighting. All exterior lighting installed or maintained on any Lot or other Improvement must be approved by the Architectural Control Committee prior to installation.

Section 4.10 Landscaping. Each Lot is to be kept in natural condition with native vegetation, and the vegetation shall be disturbed as little as possible. Each Owner shall prepare and submit a landscape plan for the Owner's Lot to the Architectural Control Committee for approval. Within six months after completion of a building intended for residential use on a Lot or within any extension of that period granted by the Architectural Control Committee, all landscaping as approved by the Architectural Control Committee shall be installed on the Lot and thereafter maintained, and the Lot shall be kept landscaped in accordance with the plans approved by the Architectural Control Committee.

Section 4.11 Lot Maintenance. All areas of every Lot shall be kept free from plants infected with noxious insects or diseases which, in the reasonable opinion of the Association or Declarant, constitute a nuisance or are likely to cause the spread of infection to neighboring property. The Owner of a Lot shall remove from the premises dead plants, dead trees and dead brush, and any trash that may collect or accumulate on the Lot.

Section 4.12 Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finished grading except after first obtaining the prior consent and approval of the Architectural Control Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture.

Section 4.13 Transmitters. No electronic or radio transmitter of any kind other than garage door openers, cellular telephones and remote control devices for televisions, stereos, video cassette recorders and similar equipment shall be operated in or on any Improvement or Unit.

Section 4.14 Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of two domesticated dogs and/or domesticated cats shall be maintained in or on any Lot within the Community and then only if kept as pets. Animals of any kind shall be permitted which in the opinion of the Association makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Community for any commercial purposes. No dogs or other pets shall be chained or enclosed on a Lot outside of the Residence for any extended period of time, except within a fenced or enclosed area that complies with any applicable Design Guidelines and has been approved by the Architectural Control Committee.

Section 4.15 Parking of Vehicles.

- (a) No motor vehicles owned, leased, rented or used by Owners or Related Users shall be parked overnight on any street within the Community.
- (b) No boat, trailer, camper (on or off a supporting vehicle), truck, tractor, commercial vehicle, mobile home, motor home or towed trailer unit shall be parked overnight on any street or within any Lot except in a completely enclosed building such as a garage, or unless screened in a manner approved by the Architectural Control Committee. Pickup trucks having a 3/4 ton or less manufacturer's rated capacity, with or without bed toppers, and passenger vans for the private use of the residents of a Residence as primary transportation on a day-to-day basis, shall not be considered trucks for purposes of the foregoing restrictions.
- (c) No motor vehicles shall be driven or parked within the Common Property except as authorized by the Association.

Section 4.16 Inoperative Vehicles. No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot in such a manner as to be visible at ground level from any other Lot, any road within the Community or any other Common Property, unless fully screened in a manner approved by the Architectural Control Committee. An unused vehicle shall be any vehicle which is not properly licensed or registered or has remained immobile for more than a week as determined by the Association.

Section 4.17 Vehicle Repairs. No maintenance, servicing, repair, dismantling, sanding or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed Improvement which screens the sight and sound of the activity from adjoining streets and from neighboring property.

Section 4.18 No Signs. No sign of any kind shall be displayed to public view on any Lot or on or from any Residence except for signs permitted under applicable Design Guidelines or otherwise

approved by the Architectural Control Committee.

Section 4.19 Outdoor Burning. There shall be no outdoor fires on any Lot or on the Common Property, except fires in barbecue grills, braziers and outside fireplaces contained within facilities or receptacles intended for such purposes. The Association is authorized to control or prohibit all outside burning to reduce fire hazards. No Owner shall permit any condition on or in such Owner's Lot which creates a fire hazard or is in violation of fire prevention regulations.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.1 Architectural Control Committee. Until Declarant has sold all of the Lots in the Community, or until such earlier time as Declarant elects to assign the right to appoint the Architectural Control Committee to the Board, Declarant shall act as the Architectural Control Committee for the entire Community. The right to appoint the Architectural Control Committee shall automatically be transferred to the Board at such time as Declarant ceases to own any real property within the Community. After the right to appoint the Architectural Control Committee has been transferred to the Board, the Board may create one Architectural Control Committee or it may create separate Architectural Control Committees for different areas and different types of Residences within the Community. Each Architectural Control Committee created by the Board shall consist of at least three and not more than five individuals, all of whom shall be appointed by the Board. The members of an Architectural Control Committee need not be Members of the Association. Each Architectural Control Committee shall exercise the functions assigned to it by this Declaration and any applicable Design Guidelines, including reviewing and approving all plans for Improvements as provided in this Declaration.

Section 5.2 Design Guidelines. Declarant will promulgate and adopt Design Guidelines for Improvements within the Community which shall be considered to be part of the Bylaws of the Association pursuant to C.R.S. 38-33.3-302(3)(b). These may be separate Design Guidelines for different areas within the Community and for each Residence. During the period that it acts as the Architectural Control Committee, Declarant shall have the right to modify, supplement, rescind or replace any Design Guidelines at anytime, in its sole discretion. After the right to appoint the members of the Architectural Control Committees has been assigned to the Board, the Design Guidelines may only be modified by a sixty-seven percent (67%) vote of the Owners unless the modification is merely for clarification purposes or to add restrictions not previously addressed by either the Declaration or the Design Guidelines. Notwithstanding the foregoing, no modification to the Design Guidelines made by either Declarant or an Architectural Control Committee may result in a provision that contradicts or conflicts with any express provision of this Declaration or is contrary to the general intent or purposes of this Declaration. Design Guidelines may regulate, among other things, the following matters:

- (a) Site Location:
 - (i) location of a Residence on a Lot;
 - (ii) orientation of a Residence to lot lines;

- (iii) site coverage;
 - (iv) setbacks; and
 - (v) disturbance of on-site vegetation.
- (b) Architectural Design:
 - (i) building heights;
 - (ii) exterior materials and colors;
 - (iii) elevations;
 - (iv) roof lines; and
 - (v) exterior lighting.
- (c) Site Accessories:
 - (i) entrances to Lots and driveway layout;
 - (ii) sidewalks on Lots;
 - (iii) parking areas within Lots;
 - (iv) fences;
 - (v) placement and screening of satellite dishes;
 - (vi) patios, accessory buildings or other Improvements;
 - (vii) swimming pools and tennis courts; and
 - (viii) basketball backboards and other play equipment.
- (d) Landscape Design:
 - (i) plant materials;
 - (ii) amount of landscaping required;
 - (iii) preservation of vegetation;
 - (iv) maintenance guidelines; and
 - (v) irrigation systems.
- (e) Approval Processes:
 - (i) documentation required for review and approval; and
 - (ii) time periods for review and approval.

All Improvements, including those on the Common Property, shall be constructed or installed in compliance with the requirements of this Declaration and with any applicable Design Guidelines as they exist at the time of approval of plans pursuant to this Article V.

Section 5.3 Approval Required. No Improvement shall be placed, erected, installed or permitted to occur or exist on any Lot or on the exterior of any Lot, nor shall the exterior of any existing Improvements be altered, nor shall any construction be commenced on any Improvements, unless and until the plans and specifications for such Improvements shall have been submitted to and approved in writing by the Architectural Control Committee. Matters which require the approval of the Architectural Control Committee include but are not limited to:

description of requirements to be included in plans to be submitted for approval, which the Architectural Control Committee shall promptly provide to the requesting Owner.

- (ii) The Owner shall submit a set of plans at the beginning of the plan review process to be retained by the Architectural Control Committee for its permanent record. Plans submitted to the Architectural Control Committee shall satisfy the requirements provided to the Owner by the Architectural Control Committee.
- (iii) The Architectural Control Committee shall respond in writing to the Owner within 30 calendar days after receiving the complete plans. The response may approve or disapprove the plans, approve the plans with conditions or make recommendations for changes or adjustments deemed necessary or appropriate by the Architectural Control Committee. If the Architectural Control Committee does not respond to the Owner within 30 days after receiving any plans, the plans shall be disapproved.
- (iv) Once the Architectural Control Committee has approved any submitted plans and construction documents, it shall issue a letter of approval to the Owner (the "Approval Letter"). The Owner or the Owner's contractor may apply for building permits only after receiving the Approval Letter. No construction may begin until the required permits have been issued.
- (v) Approvals of all plans and specifications for an Improvement will automatically expire within one year after the date of the Approval Letter if construction is not commenced within that time period. If approval so expires, the applicant must resubmit a request for approval of the Improvement in accordance with the foregoing procedures.

Section 5.6 Approval Standards. All Improvements to be constructed or installed within the Community must comply with the applicable Design Guidelines, if any, and this Declaration. In granting or withholding approval of matters submitted to it, the Architectural Control Committee shall consider the intent and purposes of this Declaration, specific requirements and restrictions set forth in this Declaration and the specific standards and specifications set forth in any applicable Design Guidelines. The Architectural Control Committee shall have the right to disapprove any plans, specifications or details submitted to it if it determines the proposed Improvement is not consistent with the Design Guidelines or any provision of this Declaration; if the plans and specifications submitted are incomplete; or if the Architectural Control Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Community, the Association or the Owners. If the Architectural Control Committee believes there may be questions of structural integrity, it may, as part of the approval requirements, require certification of the final plans and specifications by a professional architect or engineer licensed in Colorado. The decisions of the Architectural Control Committee shall be final and binding.

Section 5.7 Variances from Governmental Requirements. Before submitting a request for a building, subdivision, zoning or any land use variance to the City of Woodland Park or other governmental agency, an Owner must submit his request to the Architectural Control Committee for review and approval in accordance with this Article 5.

Section 5.8 No Liability. Neither Declarant, the Board, the Architectural Control Committee, nor any member of the Board or the Architectural Control Committee shall be liable for damages or otherwise liable to anyone submitting plans to them for approval or requesting a variance, or to any Owner by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve any plans, specifications or variance. Approval by the Architectural Control Committee shall not mean that plans and specifications are in compliance with the requirements of any local building codes, zoning ordinances or other governmental regulations, nor shall such approval imply that the approved location of Improvements is compatible with the locations of utility lines that may exist on the Lot in question or on neighboring land. It shall be the responsibility of the Owner or other person submitting plans to the Architectural Control Committee to comply with all codes, ordinances and regulations and to verify the locations of all utility lines and easements.

ARTICLE VI ASSOCIATION OPERATION

Section 6.1 Association Structure. The Association has been formed as a Colorado corporation under the Colorado Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in the Governing Documents. The Association shall have a Board of Directors to manage its affairs.

Section 6.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, terms and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and Bylaws of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized committee, officer, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration or by Colorado law. All lawful decisions, agreements and undertakings by the Board, or its authorized representatives, shall be binding upon all Members, Owners, Related Users and other Persons. The Declarant shall have the right to appoint the members of the Board of Directors for a period of time as provided in Section 6.5; thereafter, the Board of Directors shall be elected by the Members.

Section 6.3 Membership in Community Association. Each Owner shall be a Member of the Association. An Owner shall automatically be the holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that an Owner may assign his rights of use, access and occupancy to a Related User, contract purchaser, mortgagee or beneficiary of a deed of trust, and may arrange for such Person to perform some or all of such Owner's obligations as provided in this Declaration, but

no such delegation or assignment shall relieve an Owner from the responsibility for fulfillment of the obligations of Owner under the Governing Documents. Any such rights acquired by a contract purchaser, tenant, mortgagee or beneficiary of a deed of trust shall be extinguished automatically upon termination of the sales contract, tenancy, mortgage or deed of trust. The assignment of any rights by an Owner pursuant to this section shall be in writing and delivered to the Association. An Owner may not assign his voting rights, except by valid proxy executed and delivered in accordance with applicable law and the Association's Bylaws. An Owner is permitted to grant a proxy only to his spouse, an adult child residing in the Owner's Lot or another Member of the Association. All rights, title and privileges of membership shall be subject to the Governing Documents.

Section 6.4 Voting Rights of Members. Members shall have the right to cast votes for the election of the Board of Directors and on other matters to be voted on by the Members, as provided in the Governing Documents or as determined by the Board. One vote is allocated to each Lot. Subject to the provisions of C.R.S. 38-33.3-310, if more than one Person is the Owner of a Lot, the votes allocated to that Lot may be divided fractionally among the Owners in any manner they agree upon, or equally among them if they are unable to agree; provided, however, that not more than the allocated number of votes may be cast for any one Lot. Voting rights and procedures may be further defined in the Articles and Bylaws of the Association. Notwithstanding the foregoing, Declarant shall have the reserved rights set forth in Section 6.5.

Section 6.5 Declarant's Reserved Right to Appoint. Notwithstanding any contrary provision of this Declaration, but subject to C.R.S. 38-33.3-303(6), Declarant hereby reserves the right to appoint the members of the Board of Directors, at all times subsequent to the date of recordation of this Declaration, which right shall continue from the date of recording of this Declaration and shall terminate as of the date on which the earliest of the following events occurs:

- (a) Sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots that may be created to Owners other than the Declarant;
- (b) Two (2) years after Declarant has last conveyed a Lot in the ordinary course of business;
- (c) Two years after any right to add new Lots was last exercised; or
- (d) Upon a date twenty (20) years after the effective date of this Declaration.

Declarant may voluntarily relinquish such power during this period by recording a notice executed by Declarant with the Clerk and Recorder but, in such event, Declarant may at its option require that specified actions of the Association or the Board of Directors as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective. The time period during which the Declarant retains rights to appoint the members of the Board of Directors is referred to herein as the "Period of Declarant Control."

However, the Board and Owners shall not have rights to modify this Declaration or Design Guidelines until the special development rights reserved to Declarant pursuant to Sections 10.1 and 10.2 of this Declaration expire.

- (e) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots which may be created to Owners other than the Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board shall be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots which may be created to Owners other than the Declarant, not less than one-third (1/3) of the members of the Board must be elected by Owners other than the Declarant.
- (f) Except as otherwise provided herein, not later than the termination of the Period of Declarant Control, the Owner shall elect a Board of at least three members, at least a majority of whom shall be Owners other than the Declarant or designated representatives of Declarant. The Board shall elect the officers. These Board, members and officers shall take office upon termination of the Period of Declarant Control.

Section 6.6 Removal of Board Members. Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Owners, by a sixty-seven percent (67%) vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board other than a member serving a term for which the member was appointed by Declarant, with or without cause.

ARTICLE VII DUTIES AND POWERS OF ASSOCIATION

Section 7.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Board or representatives to whom the Board has delegated such powers, shall have the duties and powers given nonprofit corporations, and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members, to maintain, improve and enhance Common Property, and to improve and enhance the attractiveness, desirability and safety of the Community. The Association shall have and may exercise all powers enumerated in Section C.R.S. 38-33.3-302, and shall perform the duties of the Association set forth in the Governing Documents.

Section 7.2 Duty to Manage and Care for Common Property. The Association shall manage, operate, care for, maintain and repair all Common Property and keep the same in an attractive and desirable condition for the use and enjoyment of the Members, except to the extent that the Governing Documents assign responsibility for maintenance of particular portions of the Common Property to Owners or other persons or entities. The Association's maintenance responsibilities for any Common Property shall not commence until Assessments commence.

Section 7.3 Power to Acquire and Maintain Property and Construct Improvements. The Association may acquire property or interests in property for the common benefit of Owners, including Improvements, real property and personal property. The Association may construct or reconstruct Improvements on real property owned by the Association and may demolish existing Improvements owned by the Association. The Association shall have the power to maintain any portion of the Common Property, whether or not owned by the Association.

Section 7.4 Power to Adopt Rules and Regulations. The Association may, but is not obligated to, adopt, amend, repeal and enforce such Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration and matters related thereto, the operation of the Association, the use and enjoyment of Common Property, and the use of Lots and any other property within the Community. Any such Rules and Regulations shall be reasonable and fairly applied as determined by the Board in its sole discretion. Rules and Regulations shall be effective upon adoption by resolution of the Board of Directors. Written notice of the adoption, amendment or repeal of any Rule or Regulation shall be provided to all Members by the Association, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the copying cost. Each Owner, Related User, Member and other Person shall comply with such Rules and Regulations and shall see that Related Users of such Member comply with the Rules and Regulations. Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. Conflicts between the terms and provisions of the Governing Documents shall be resolved pursuant to Section 13.17 of this Declaration.

Section 7.5 Power to Provide Security. The Association shall have the power to provide for the security of the Owners by installation or replacement of fencing around the perimeter of the Community, by operating one or more guard houses at entrances to the Community, restricting access to the Community, hiring a security patrol and performing any other functions relating to safety and security authorized by the Board or the Members.

Section 7.6 Power to Enforce Governing Documents. The Association shall have the power to enforce the provisions of the Governing Documents, and shall take such action as the Board deems necessary or desirable to cause compliance by each Member, other Person, and Related Users of each Member. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the Governing Documents by any one or more of the following means: (a) by entry upon any property within the Community after any notice and hearing required by the Governing Documents (unless a bona fide emergency exists), without liability to the Owner or occupants thereof, for the purpose of enforcement of or causing compliance with the Governing Documents; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Governing Documents, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of the Governing Documents; (d) by exclusion, after any notice and hearing required by the Governing Documents, of any Member, Related User or other Person from use of any Common Property for a period not to exceed 60 days as a penalty for any breach of the Governing Documents by a Member, Related User or other Person; (e) by suspension, after notice and hearing, if any, required by the Governing Documents, of the voting rights of a Member during and for up to 60 days following

any breach by such Member or a Related User of such Member of the Governing Documents, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (f) by levying and collecting a Site Assessment against any Member for breach by the Member or a Related User of such Member of the Governing Documents, after notice and hearing, if any, required by the Governing Documents, unless the violation consists of failure to pay any Assessment, in which case notice and hearing shall not be required; (g) by levying and collecting, after any notice and hearing, if any, required by the Governing Documents, reasonable and uniformly applied fines and penalties from any Member, Related User or other Person for breach by such Member, Related User or other Person of the Governing Documents; (h) by performing any duty of any Member, Related User or other Person or correcting any violation or breach of the Governing Documents and obtaining, upon demand, reimbursement for all expenses related thereto as, a Site Assessment, and (i) by exercising any right or remedy permitted by law or in equity.

Section 7.7 Power to Grant Easements. The Association shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under Common Property for any lawful purpose, including without limitation the provision of emergency services, utilities, telephone, television, or other uses or services to some or all of the Members.

Section 7.8 Power to Employ Managers. The Association shall have the power to retain and pay for the services of a manager or managers to undertake any of the management of any functions for which the Association has responsibility under this Declaration to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to the manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and its Board of Directors shall remain ultimately responsible for the performance and exercise of such duties, power and functions. In addition to a manager, the Association may employ and pay a consultant, which may be Declarant, an affiliate of Declarant or a third party, to assist in operating and managing the Association after Declarant's reserved rights under Section 6.5 terminate.

Section 7.9 Other Powers. The Association shall have the power to regulate the days and hours during which trash may be collected or put out for collection in any portion of the Community, and the Association may require all Owners to use a common trash collection company or entity selected by the Board. The Association shall also have the power to provide services for the collection of trash within all or any portions of the Community. The Association shall have the power, but not any duty, to sponsor or conduct various community activities or special events of a social or recreational nature and to provide general services that may include, without limitation, community newsletter, radio broadcast, cable television services and similar services.

ARTICLE VIII COMMON PROPERTY

Section 8.1 Rights of Owners and Right of Association to Regulate Use. The Association will own some portion of the real and personal property within the Community for the use and benefit of the Owners, which is referred to herein as Common Property and defined in Section 2.6. The

streets within the Community are to be dedicated to the public under the Plat, but the Association shall have the right, on behalf of the Owners, to request that the street(s) be re-conveyed back to the Association for private ownership, use, and maintenance as Common Property. Each Owner shall have the right to use Common Property on terms and conditions promulgated by the Association. The Association, acting through the Board, shall have the power to regulate use of Common Property by Members to enhance further the overall rights of use and enjoyment of all Members, including imposing limits on the times of use of and numbers of guests permitted to use Common Property. The mailboxes, utility transfer meters, pipes, lines, outdoor light fixtures, signs, and other property designated by Declarant or the Association as Common Property in a plat on other document which has been recorded in the public records of Teller County, Colorado shall be Common Property as defined herein.

Section 8.2 Damage to Common Property. In the event of damage to or destruction of all or a portion of the Common Property due to fire accident or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, then the Association shall levy a Special Assessment in the aggregate amount of such insufficiency pursuant to this Declaration and shall proceed to make such repairs or reconstruction, unless the Owners fail to approve the Special Assessment in accordance with Section 9.6. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction or replacement of Common Property, the Association may use the excess for future maintenance, repair, and operation of and improvements to Common Property.

Section 8.3 Liability of Owners for Damage. Each Owner shall be liable to the Association for any damage to Common Property or for any expense or liability incurred by the Association that may be sustained by reason of the negligence or willful misconduct of such Owner or a Related User of the Owner, and for any violation by such Owner or Related User of the Governing Documents. The Association shall have the power, as elsewhere provided in this Declaration, to levy and collect a Site Assessment against a Lot, Member, Owner, Related User or other Person to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of the Governing Documents, including without limitation, interest, costs, expenses and attorneys' fees.

ARTICLE IX ASSESSMENTS

Section 9.1 Obligation for Assessments. Each Owner, for each Lot owned within the Community, by acceptance of a deed therefore or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and times prescribed herein, all Assessments described in this Article IX, which shall be both a personal obligation of the Owner and a lien against his Lot. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments attributable to him and/or his Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them, but the lien

for Assessments created by this Declaration shall survive any transfer of a Lot or any interest in a Lot. No Owner may waive or otherwise escape personal liability for the payment of the Assessments by non-use of the Common Property, by abandonment or leasing of his Lot, or by asserting any claims against the Association, the Declarant or any other Person. In addition to his obligation to pay Assessments, each Owner shall have the obligation to pay real property taxes and special assessments imposed by Colorado governmental subdivisions against his Lot, including a proportionate share of taxes attributed to Common Property owned by the Association, as provided by law. All property dedicated to and accepted by a public or governmental authority and the Common Property owned by the Association shall be exempt from Assessments. Notwithstanding the foregoing, however, in the event that the ownership and control of any public property located within or conveyed to the Community (including, but not limited to, the streets running through the Community) revert to the Association as private property to be owned and maintained by the Association, the costs of such ownership, repairs, replacement and maintenance, if borne by the Association, shall be deemed to be expenses for Common Property and shall be included in Common Expenses subject to Assessments.

Section 9.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Property as provided in this Declaration and other Governing Documents.

Section 9.3 Common Assessments. The Common Assessments will be levied to pay expenses of the Association, including, but not limited to, the following common expenses:

- (a) expenses of management of the Association and its activities;
- (b) premiums for all insurance that the Association is required to maintain or chooses to obtain;
- (c) common services to Owners as approved by the Board;
- (d) maintenance and care of landscaping and any other Association facilities or Improvements on the Common Property;
- (e) repairs and maintenance that are the responsibility of the Association, including, but not limited to the replacement, resurfacing and repaving, repairs and maintenance to the streets within the Community if the streets are privatized at a future date after the recording of this Declaration and are conveyed back to the Association;
- (f) wages for Association employees and payments to Association contractors;
- (g) taxes, if any, payable by the Association;
- (h) legal and accounting fees for the Association;

- (i) any deficit remaining from a previous Assessment year;
- (j) the creation of reasonable contingency reserves, surpluses, sinking funds and adequate reserve funds for maintenance, repairs and replacement of those elements of Common Property that must be maintained, repaired or replaced on a periodic basis;
- (k) the creation of reasonable contingency reserves for capital improvements, repairs and replacement to Common Property any applicable insurance deductibles and emergencies; and
- (l) any other costs, expenses and fees that may be incurred or may reasonably be expected to be incurred by the Board, in its sole discretion, for the benefit of the Owners under or by reason of this Declaration.

Common Assessments shall be paid as provided in Section 9.4.

Section 9.4 Common Assessment Procedure. Common Assessments shall be determined based on an annual budget adopted by the Board and submitted to the Members in accordance with Section 303(4) of the Colorado Common Interest Ownership Act, Section 38-33.3-303(4), Colorado Revised Statutes. The annual budget adopted by the Board and submitted to the Members shall be deemed ratified by the Members unless, at the meeting of the Members held to consider the budget, the budget is rejected by the vote of at least 67 percent (67%) of the voting power of all Members (not just those Members present at the meeting). The annual Common Assessment established by the Board shall be payable in advance in equal installments, which may be less frequent than monthly payments, and payable on the due dates declared by the Board. Each Owner, including Declarant, who owns or acquires a Lot shall become responsible for Common Assessments as of the date of closing, i.e., the date of conveyance of title to that Lot to the Owner in question ("Closing"). Any Common Assessments payable for the period from the date of Closing to the next payment date for Common Assessments shall be prorated and the Owner shall pay such prorated Common Assessments to the Association at Closing.

Section 9.5 Rate of Assessments. Common Assessments and Special Assessments shall be sufficient to meet the expected expenses of the Association as reflected in the approved budget. Common Assessments and Special Assessments for Lots on which a Residence is built shall be different from the Common Assessments and Special Assessments for Vacant Lots because of the different level of services provided to each. Common Assessments and Special Assessments shall only be assessed against a Lot after a Residence is built thereon, and shall be assessed in accordance with **Exhibit B**. Once a Residence is completed on a Lot, the Owner shall pay a prorated portion of the adjusted Common Assessment for the remainder of the year upon receipt of a billing statement delivered to such Owner by the Association. The amount of the Common Assessment must be ratified by the Owners as part of the budget in accordance with the procedures set forth in Section 9.4 and Special Assessments must be approved as provided in Section 9.6.

Section 9.6 Special Assessments. In addition to Common Assessments, the Board of Directors

may, subject to the provisions of this section, levy Special Assessments for the purpose of raising funds to obtain, to construct or reconstruct, repair or replace Common Property; to add to the Common Property; to provide for necessary facilities and equipment; to offer the services authorized in this Declaration; to correct any deficit or cost overrun; or to repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration. At any time that insurance proceeds are insufficient to repair or reconstruct any damaged or destroyed Improvements on the Common Property, or on any other property which the Association maintains, the Association may levy Special Assessments for the purpose of repair or reconstruction of such damaged or destroyed Improvements: all such Special Assessments shall be equal to the amount by which the cost of repair or reconstruction of Improvements exceeds the sum of insurance proceeds awarded for the damage or destruction, and shall be set in the same manner as other Special Assessments. Before the Board may levy any Special Assessment, a special meeting of the Members shall be held in accordance with the Association's Bylaws and at that meeting at least 67 percent (67%) of the total votes held by all Members of the Association (not just those Members present at the meeting) must be cast in favor of the Special Assessment. The Association shall notify Owners in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable, and the Owners shall pay any such Special Assessment in the manner so specified. The amount of any Special Assessment payable by the Owners shall be determined in accordance with Section 9.5.

Section 9.7 Site Assessments. The Board of Directors may levy a Site Assessment against any Owner or Lot if the willful or negligent acts or omissions of the Owner or a Related User cause any violation of the Governing Documents or cause any loss or damage to the Association or Common Property or cause an expenditure of funds in connection with the enforcement powers of the Association. Any such Site Assessment may include all costs and expenses incurred by the Association on account of such acts or omissions of the Owner, or Related User, including without limitation interest and attorneys' fees. Except for a default consisting solely of a failure to timely pay any Assessment, including without limitation Special Assessments or Common Assessments, which shall not require any notice and hearing, a Site Assessment shall be levied only after such notice and hearing, if any, as may be required by the Governing Documents. The amount of the Site Assessment shall be due and payable to the Association upon notice by the Board that the Site Assessment is owing. Imposition or non-imposition of Site Assessments shall not preclude the Association from pursuing simultaneously or subsequently all other legal or equitable rights and remedies.

Section 9.8 Costs of Enforcement and Late Charges. If any Assessment is not paid within ten days after it is due, the Member, Owner or other Person obligated to pay the Assessment may be additionally required to pay all costs of enforcement, including without limitation reasonable attorneys' fees, court costs, witness expenses and all related expenses, and to pay a reasonable late charge to be determined by the Board. Any Assessment that is not paid within ten days after the date of any notice of default given under Section 9.9 shall bear interest from the due date at a rate determined by the Board, from the due date until paid.

Section 9.9 Notice of Default and Acceleration of Assessments. If any Assessment is not paid within ten days after its due date, the Board of Directors may mail a notice of default to the

Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (C) a date not less than ten days from the date of mailing of the notice by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for the Assessment against the Lot of the Owner. A default shall not be considered cured unless the past due sums, collection expenses and all sums coming due through the date of payment are paid to the Association.

Section 9.10 Remedies to Enforce Assessments. Each Assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed. In the event of a default in payment of any Assessment, the Board may, in addition to any other remedies provided under the Governing Documents or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as provided in Section 9.11. Any judgment in a lawsuit rendered in favor of the Person seeking to enforce an Assessment obligation shall include any late charge, interest and other costs of enforcement against the defaulting Owner, including without limitation reasonable attorneys' fees.

Section 9.11 Lien to Enforce Assessments. The Association shall have a lien for Assessments (the "Lien") against the Lots as provided in Section 316 of the Colorado Common Interest Ownership Act, Section 38-33.3-316, Colorado Revised Statutes. In addition to or in lieu of bringing suit to collect Assessments, the Association may foreclose its Lien as provided by law and in this Section 9.11. The Board may elect (but is not required to) to file a claim of lien against the Lot of the defaulting Owner by recording a notice ("Notice of Lien") substantially setting forth: (a) the amount of the claimed delinquency; (b) the interest and expenses of collection that have accrued; (c) the legal description and street address of the Lot against which the lien is claimed; and (d) the name of the record Owner of such Lot. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The Lien shall have the priority provided by the Colorado Common Interest Ownership Act and shall be prior to any declaration of homestead rights recorded after the time that the Lot becomes part of the Community. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver by the Owner of the homestead exemption as against said Lien. The Lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Lien, including without limitation all court costs, recording costs and filing fees, have been fully paid or satisfied, the Association shall execute and record a notice releasing the Notice of Lien, if recorded, upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the cost of preparing and recording the release of the Notice of Lien. Unless paid or otherwise satisfied, the Lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with the laws of the State of Colorado applicable to foreclosure of real estate mortgages (not including deeds of trust), or in any other manner permitted by law. The Association shall have the right and power to bid on the Lot at the sale and to acquire and hold, lease, mortgage, and convey the same.

Section 9.12 Reserve Fund. The Board may, at its option, require the Owner of a Lot, at or after the time when that Owner becomes obligated to pay Common Assessments under Section 9.4, to make a one-time, nonrefundable contribution to the Association of an amount not to exceed three

times the monthly Common Assessment then in effect which may be collected on the date of delivery of the deed conveying a Lot to the Owner or on a later date determined by the Board. All such contributions shall be maintained in a non-segregated reserve fund account for the use and benefit of the Association for, among other purposes, meeting unforeseen expenditures or purchasing additional equipment, property or services. The reserve fund contribution shall be in addition to all other Assessments, portions of which may also be allocated to reserves, and shall not relieve the Owners from paying all Assessments as they come due.

ARTICLE X

DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

Section 10.1 Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as set forth in this Declaration with respect to the Community, the Association and the Common Property until the date when Declarant ceases to own any real property within the Community. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Community is conveyed by Declarant. The rights, reservations and easements of Declarant set forth in this Declaration shall be prior and superior to any other provisions of the Governing Documents and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of the Governing Documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment.

Section 10.2 Declarant's Development Rights. For the period stated in Section 10.1, Declarant shall have the following development rights which shall include all special development rights described in C.R.S. 38-33.3-103(29):

- (a) Declarant may add real property to the Community with the consent of the Owner of such real property to be added, but only if the property to be added is adjacent to or surrounded by real property included within the Community and only to the extent necessary to correct errors or omissions in the legal description contained in **Exhibit A** or in a legal description used to add other real property to the Community after the date this Declaration is first recorded in the real property records of Teller County, Colorado;
- (b) Declarant may create additional Lots within the Community and may subdivide any Lot into two or more Lots; provided, however, that Declarant may subdivide a Lot owned by an Owner other than Declarant only with the consent of such Owner;
- (c) Declarant may create additional Common Property within the Community or convert any of the Lots within the Community to Common Property; provided, however, that Declarant may convert any portion of a Lot not owned by Declarant to Common Property only with the consent of the Owner of such Lot; and

- (d) Declarant may withdraw any portion of the real estate, including Lots and Common Property, now or hereafter contained within the Community from the Community subject to the requirements of Teller County and the City of Woodland Park, and release such withdrawn property from the provisions of this Declaration; provided, however, that Declarant may withdraw real property not owned by Declarant from the Community only with the consent of the Owner of such real property.

All of the foregoing development rights shall be exercised by Declarant, if at all, in accordance with Section 210 of the Colorado Common Interest Ownership Act, Section 38-33.3-210, Colorado Revised Statutes. Except as specifically limited in Sections 10.2 (a) and 10.2 (b) with respect to Declarant's right to add real property to the Community, all of the development rights set forth above may be exercised by Declarant with respect to all or any portion of the Community. No assurances are made by Declarant concerning which portions of the Community may be affected by Declarant's exercise of its development rights or the order in which portions of the Community may be affected. Declarant is not obligated to exercise any of its development rights and may elect not to exercise any or all of them. If Declarant does exercise a development right in any portion of the Community, Declarant is not obligated to exercise that development right in all or any other portion of the remainder of real estate affected by the exercise of the development right or in all or any other portion of the remainder of the Community.

Section 10.3 Change in Number of Lots. If Declarant exercises its rights to convert Lots to Common Property, to create new Lots or to withdraw Lots as provided in Section 10.2, voting rights shall continue to be allocated to each new or remaining Lot in accordance with Section 6.4, and each Lot shall bear its share of Assessments in accordance with Article 9. Any Lots converted to Common Property or withdrawn from the Community shall no longer have any voting rights or be subject to any Assessments as of the date of such conversion or withdrawal.

Section 10.4 Special Declarant Rights. For as long as Declarant owns any real property within the Community, and as more particularly set forth in this Article 10 or elsewhere in this Declaration, Declarant shall have the following special declarant rights:

- (a) to complete any Improvements shown on the Plat;
- (b) to exercise any development rights set forth in Section 10.2;
- (c) to maintain anywhere within the Community, sales offices, management offices, signs advertising the Community and model homes;
- (d) to use easements through the Common Property for the purpose of making improvements within the Community; and
- (e) to appoint or remove any officer of the Association or any member of the Board of Directors appointed by Declarant.

Section 10.5 Right to Construct Additional Improvements on Common Property. Declarant shall

have and hereby reserves the right, but shall not be obligated, to construct additional Improvements on Common Property at any time and from time to time in accordance with this Declaration for the improvement and enhancement of the Common Property and for the benefit of the Association and the Owners.

Section 10.6 Declarant's Rights to Use Common Property for Promotion and Marketing. Declarant shall have and hereby reserves the right to use the Common Property and to use services offered by the Association in connection with the promotion and marketing of property within the boundaries of the Community or nearby areas. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Property such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of real property within the Community; may use vehicles and equipment on Common Property for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Community to use Common Property.

Section 10.7 Declarant's Rights to Complete Development of Community. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete the development of property within the boundaries of the Community or nearby areas and to subdivide, re-subdivide, or rezone any portion of such property; to construct houses, dwellings and other buildings within the Community; to grant licenses, easements, reservations and rights-of-way; to construct or alter Improvements on any property owned by Declarant within the Community; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant or owned by the Association within the Community; or to post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the boundaries of the Community. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to excavate, cut, fill or grade any property owned by Declarant; to change any landscaping, grading, drainage, vegetation or view; to construct, alter, demolish or replace any Improvements on any property owned by Declarant; or to use any structure on any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any property within the boundaries of the Community, nor shall anything in this Declaration be deemed to require Declarant to seek or obtain the approval of the Architectural Control Committee or of the Association for any such activity or Improvement to property by Declarant on any property owned by Declarant or by the Association. Nothing in this section shall limit or impair the reserved rights of Declarant as may be elsewhere provided in the Governing Documents.

Section 10.8 Declarant's Approval. Until Declarant no longer has the right to appoint a majority of the Board, as discussed in Section 6.5, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change or alter the use of Common Property; mortgage the Common Property; use Common Property other than for the benefit of Members; levy any Special Assessment; change or repeal any rules of the Architectural Control Committee or any Design Guidelines; make any substantial reduction or change in Association services; or make any amendment of Governing Documents.

ARTICLE XI INSURANCE

Section 11.1 Association Insurance. The Association shall maintain insurance covering all insurable Common Property. The Association shall maintain the types and amounts of insurance that the Board deems necessary, which shall include all insurance required by Section 313 of the Colorado Common Interest Ownership Act, Section 38-33.3-313, Colorado Revised Statutes. The Association may obtain and maintain any other insurance that the Board deems reasonable, including but not limited to insurance relating to the Common Property or the activities of the Association, directors and officers liability insurance, or insurance insuring against risks that may affect Lots within the Community.

Section 11.2 Other Insurance to be Maintained by Owners. An insurance policy issued to the Association does not eliminate the need for Owners to obtain insurance for their own benefit. Each Owner shall be solely responsible, at his expense, for all insurance covering all loss or damage to his Lot, and any and all fixtures, appliances, furniture, furnishings or other personal property supplied, maintained or installed by the Owner, and for liability insurance for injury, death or damage occurring within his Residence or on his Lot.

ARTICLE XII EASEMENTS

Section 12.1 Easement for Encroachments. If any portion of an Improvement encroaches upon the Common Property, including any future encroachments arising or resulting from erosion or subsidence, or from the repair or reconstruction of an Improvement subsequent to its damage, destruction or condemnation, the Board may grant a valid easement on the surface and for subsurface support below such surface, and for the maintenance of same, for so long as such encroachment exists, but subject to any conditions or restrictions imposed by the Board.

Section 12.2 Association Easement. An easement to perform its maintenance or other rights or obligations pursuant to this Declaration is hereby granted to the Association, its officers, agents, employees and assigns, upon, across, over, in and under the Community, together with the right to make such use of the Community and to enter upon any and all Lots and Residences as may be necessary or appropriate in carrying out such maintenance or other rights or obligations.

Section 12.3 Easement for Access. The streets shown on the Plat within the Community will be dedicated to the City of Woodland Park. Pending such dedication, Declarant hereby reserves, for itself, its successors and assigns, a perpetual and non-exclusive easement for ingress and egress, on, over and across any private streets and roads within the Community that provide access to any Lots. Such easement shall be appurtenant to and shall run with all real property within the Community now or hereafter owned by Declarant, its successors or assigns, and such easement shall automatically be conveyed to any successor of Declarant as the developer of the Community, whether or not the easement is expressly conveyed in any deed or conveyance transferring real property within the Community to such successor. The easement created by this Section 12.3 shall survive Declarant's dedication of the streets for public use. If, at any time in

the future the ownership and control of any road within the Community is conveyed or transferred to the Association, these provisions shall apply, and the City shall have emergency access rights thereon.

Section 12.4 Utilities and Drainage. Declarant hereby creates and reserves to itself until Declarant has sold the last Lot in the Community to an Owner other than Declarant, and, thereafter, to the Association:

- (a) perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across each of the ten (10) foot strips along and adjoining each rear lot line of each Lot, and each of the five foot strips along and adjoining each side lot line of each Lot for use of all or part of such areas for lines for transmission of electricity or communications for heat and fuel lines, for water lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes; and
- (b) a blanket easement across, over and under the Common Property and under all streets and rights of way within the Community, whether or not dedicated to the public, for access, utilities, drainage and the installation, replacement, repair and maintenance of utilities, including but not limited to water, sewer, gas telephone, and electricity.

If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Community to the first Owner thereof, other than Declarant. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Community.

Section 12.5 Easement for City. Declarant hereby grants to the City of Woodland Park, and its officers, employees and agents, a nonexclusive, perpetual, alienable and divisible easement for ingress and egress by utility vehicles, police vehicles, fire trucks and other emergency vehicles on, over and across any and all private streets, driveways and parking lots within the Community, until the streets are dedicated to public use, and at any point the streets are conveyed back to private ownership.

Section 12.6 Easements Deemed Created. All conveyance of Lots hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 12, whether or not specific reference to such easements or to this Article appears in the instrument of such conveyance.

Section 12.7 Easements of Record. In addition to the easements created in this Article 12, the Community is subject to those easements which encumber the Property and are recorded in the public records in Teller County, Colorado.

ARTICLE XIII MISCELLANEOUS

Section 13.1 Term of Declaration. Unless amended as herein provided, all provisions, covenants, conditions and restrictions contained in this Declaration shall be effective for twenty years after the date when this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten years each unless terminated by agreement of the Owners with at least 67 percent (67%) of the total voting power of the Association, in the manner provided in C.R.S. 38-33.3-218.

Section 13.2 Amendment of Declaration by Declarant or the Association.

- (a) Until the last Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Any amendment or termination by Declarant under this provision shall be deemed to be exercise of Declarant's special development rights granted and reserved to Declarant under Sections 10.1 and 10.2 of this Declaration.
- (b) Declarant may amend the Declaration to the extent it is permitted to do so by the Colorado Common Interest Ownership Act, including amendments pursuant to Section 10.2 of this Declaration as necessary to exercise Declarant's development rights set forth in Section 10.2.
- (c) The Association may amend the Declaration as permitted by the Colorado Common Interest Ownership Act after the Declarant has conveyed the last Lot to the first owner other than Declarant.

Section 13.3 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Owners with at least 67 percent (67%) of the total voting power of all Owners of the Association, in accordance with the requirements of Section 217 of the Colorado Common Interest Ownership Act, Section 38-33.3-217, Colorado Revised Statutes.

Section 13.4 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal shall terminate at such time as the last Lot in the Community has been

conveyed by Declarant to the first Owner of that Lot other than Declarant.

Section 13.5 Evidence of Required Approvals. Whenever the validity of any amendment to or revocation of this Declaration is conditioned upon voting by a stated percentage of Members, the recorded document implementing the amendment or revocation shall contain a certification by an officer of the Association that the approval of the required percentage of Members was obtained. The Association shall keep on file in its offices such proxies, letters, minutes of meetings or other documentation as may be required to evidence compliance with applicable approval requirements, but the officer's certificate on the recorded instrument shall be sufficient public notice of compliance.

Section 13.6 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telephone, telegraph or fax. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association.

Section 13.7 Persons Entitled to Enforce Declaration. The Association, acting by authority of the Board, the Declarant's right to enforce shall terminate at the time when the last Lot in the Community has been conveyed by Declarant to the first owner of that Lot other than Declarant, shall have the right to enforce any or all of the provisions of this Declaration or the other Governing Documents. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of the Governing Documents, and all other rights and remedies provided in the Governing Documents and at law or in equity.

Section 13.8 Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Community, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 13.9 Costs and Attorneys' Fees. In any action or proceeding under the Governing Documents, the party which seeks to enforce the Governing Documents and prevails, shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees.

Section 13.10 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 13.11 Limitation on Liability. The Association, the Board of Directors, the Architectural

Control Committee, Declarant, 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.

Section 13.12 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Community, or any Improvements thereon, as to its or their physical condition, zoning, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a written instrument signed by Declarant.

Section 13.13 Severability. Each of the provisions of the Governing Documents shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial enforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 13.14 Number and Gender. Unless the context requires a contrary construction, as used in the Governing Documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 13.15 Captions for Convenience. The titles, headings and captions used in the Governing Documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 13.16 Mergers or Consolidation. The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Community together with the covenants and restrictions established upon any other property, as one plan.

Section 13.17 Conflicts in Documents. In case of any conflict between this Declaration and the Articles of Incorporation, the Bylaws of the Association or the Rules and Regulations, this Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws of the Association or the Rules and Regulations, the Articles of Incorporation shall control. If there is a conflict between the Bylaws of the Association and the Rules and Regulations, the Bylaws of the Association (which includes the Design Guidelines) shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT:

HORTSMAR, LLC,
a Colorado limited liability company

By: Charles J. Murphy
Charles J. Murphy, as Manager

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

The foregoing instrument was acknowledged before me this 16th day of December, 2005, by Charles J. Murphy, as Manager of Horstmar, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 1/9/08

Linda Garcia
Notary Public



EXHIBIT A

Property Description

Wilderness Subdivision Filing No. 1, a Replat of Lot 1, "Murphy Subdivision"
Exemption Located in the SW ¼ of Section 18, Township 12 South, Range 68 West, of the 6th
P.M., in the City of Woodland Park, Teller County, Colorado

EXHIBIT B
Common Expense Liability/Voting /Allocated Interest

<u>Lot</u>	<u>Address</u>	<u>Common Expense Liability/Votes /Allocated Interest</u>
Lot 1	680 Chipmunk Drive (650 Meadowlark Lane)	1/32
Lot 2	670 Chipmunk Drive	1/32
Lot 3	660 Chipmunk Drive	1/32
Lot 4	650 Chipmunk Drive	1/32
Lot 5	640 Chipmunk Drive	1/32
Lot 6	630 Chipmunk Drive	1/32
Lot 7	620 Chipmunk Drive	1/32
Lot 8	610 Chipmunk Drive	1/32
Lot 9	600 Chipmunk Drive (1265 Cottontail Trail)	1/32
Lot 10	605 Chipmunk Drive (1255 Cottontail Trail)	1/32
Lot 11	625 Chipmunk Drive	1/32
Lot 12	645 Chipmunk Drive	1/32
Lot 13	675 Chipmunk Drive (640 Meadowlark Lane)	1/32
Lot 14	630 Meadowlark Lane	1/32
Lot 15	620 Meadowlark Lane	1/32
Lot 16	610 Meadowlark Lane	1/32
Lot 17	600 Meadowlark Lane (1245 Cottontail Trail)	1/32
Lot 18	1260 Cottontail Trail	1/32
Lot 19	1250 Cottontail Trail	1/32
Lot 20	1240 Cottontail Trail	1/32
Lot 21	1230 Cottontail Trail	1/32
Lot 22	1220 Cottontail Trail	1/32
Lot 23	1210 Cottontail Trail	1/32
Lot 24	1200 Cottontail Trail	1/32
Lot 25	1205 Cottontail Trail	1/32
Lot 26	1215 Cottontail Trail	1/32
Lot 27	1225 Cottontail Trail	1/32
Lot 28	1235 Cottontail Trail (605 Meadowlark Lane)	1/32
Lot 29	615 Meadowlark Lane	1/32
Lot 30	635 Meadowlark Lane	1/32
Lot 31	645 Meadowlark Lane	1/32
Lot 32	855 Meadowlark Lane	1/32