

**AMENDMENT
TO THE
AMENDED PROTECTIVE COVENANTS
FOR
LAKEHURST WEST, FILING #5**

THIS AMENDMENT is made this ^{7th}19 day of January, 2013.

RECITALS

A. Sheffield Homes, Inc., a Colorado corporation, created the Lakehurst West, Filing #5 community ("Community") by recording Protective Covenants in the real property records of the County of Jefferson, State of Colorado, at Reception No. 92101687 on August 18, 1992, as amended by that certain Amended Protective Covenants recorded in the real property records of the County of Jefferson, State of Colorado, at Reception No. 2008046439 on May 13, 2008 (collectively referred to as the "Original Declaration").

B. The Original Declaration provides for and allows for this Amendment to the Amended Protective Covenants for Lakehurst West, Filing #5 (the "Amendment") in Part H, Section H-2 which provides as follows:

These Covenants and Restrictions may be amended until August 18, 2012 by an instrument signed by not less than 67 percent of the Lot Owners and thereafter by an instrument signed by not less than 67 percent of the Lot Owners.

C. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to add the authority of the Association to contact with a waste disposal company to collect and dispose of garbage from all homes in the community with the cost for the same to be included within the annual assessments for all Owners.

F. The undersigned, being the President and Secretary of the Association, hereby certify that 67% of the Lot Owners have consented and agreed to this Amendment. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

G. As amended by this Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

(a) Repeal and Restatement. Part D, Section D-4 is hereby repealed in its entirety and the following Part D, Section D-4 is substituted:

D-4. Garbage and Refuse Disposal. No garbage, refuse, rubbish or cuttings shall be deposited on any street, and not on any Lot, unless placed in a suitable container suitably located solely for the purpose of garbage pickup. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

The Board may, at its discretion, enter into a contract with a waste disposal company to collect and dispose of garbage from all homes within the Association. If the Board enters into a single company contract, it would be the Owner's responsibility to cancel any existing contract with the waste disposal company they are using at that time. Billing for this service shall be included as part of the Association's annual assessments.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**Lakehurst West Filing #5 Homeowners
Association, Inc.,**
a Colorado nonprofit corporation

By: Robert G. Anderson
President *Robert G. Anderson*

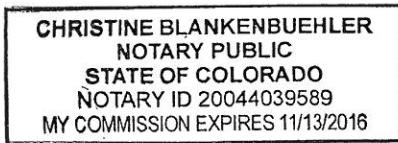
By: John P. Ansted
Secretary *JOHN P. ANSTED*

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing was acknowledged before me this 19 day of Jan, 2013, by Robert G Anderson, as President of Lakehurst West Filing #5 Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 11/13/2016.



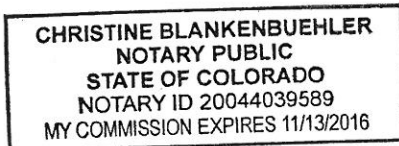
Christine Blankenbuehler
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing was acknowledged before me this 19 day of Jan, 2013, by John P Ansted, as Secretary of Lakehurst West Filing #5 Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

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Christine Blankenbuehler
Notary Public

AFTER RECORDING RETURN TO:
HindmanSanchez P.C.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: EBG



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Jeffer County, Colorado

PROTECTIVE COVENANTS

41.00
AB The following are Amended Protective Covenants for LAKEHURST WEST, FILING #5, a subdivision situated in the County of Jefferson, State of Colorado, and have been approved by greater than 67 per cent of current homeowners, thereby superseding any previously filed covenants and amendments to same. ✓ 8

PART A - PREAMBLE

WHEREAS, a number of owners hold the following real property, to-wit:

Lots 1 Through 84 Inclusive
LAKEHURST WEST FILING #5
County of Jefferson,
State of Colorado.

AND WHEREAS, the above described owners desire to subject said property to certain protective restrictions, conditions, covenants and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience and general welfare of subsequent owners of the property may be promoted and safeguarded.

THE FOLLOWING WORDS, when used in this Declaration (unless the context shall prohibit) shall have the following meaning:

- (A) "ARCHITECTURAL CONTROL COMMITTEE" shall mean the committee appointed by the Board of Directors of LAKEHURST WEST, FILING #5 ASSOCIATION.
- (B) "ASSOCIATION" shall mean and refer to LAKEHURST WEST, FILING #5 ASSOCIATION, its successors and assigns.
- (C) "LOT" shall mean and refer to the numbered plots of land shown upon any recorded subdivision map of LAKEHURST WEST, FILING #5, which definition does not include open space tracts dedicated to the County of Jefferson.
- (D) "MEMBER" shall mean and refer to every person or entity who holds membership in the Association.
- (E) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of LAKEHURST WEST, FILING #5. Including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.
- (F) "MEMBERSHIP" is every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification of membership.

(G) "VOTING RIGHTS" the Association shall have one class of voting membership: Members shall be all those owners as defined in Membership. Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership. When more than one person hold such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

NOW THEREFORE, the following Protective Covenants are adopted to regulate and control the use of the aforesaid land:

PART B - RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Types. No site shall be used except for residential purposes. Only single-family dwellings, private garages for not more than three cars and other outbuildings directly incidental to residential use shall be erected, altered, placed or permitted to remain on any site.

B-2. Architectural Control. No building shall be erected, placed or altered on any site until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C of these Protective Covenants.

B-3. Dwelling and Size. Any residence erected wholly or partially on any of the lots or part or parts thereof herein described, shall have terraces of at least 1400 square feet in the case of one story residence and at least 900 square feet in the case of residences of one and one-half story or two story with a minimum of 1600 square feet total area for residences of one and one-half stories and 1700 square feet total area for two story residences. Each residence shall have at least a two car garage and shall be a size of at least large enough to completely cover two standard size passenger automobiles.

B-3-2. Move and Set. All Construction within the subdivision shall be new construction and no previously erected building, structure or improvement shall be moved and set upon any lot from any other location.

B-4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which public authority or one or more utility company is responsible.

B-5. Nuisance. No noxious or offensive activity shall be carried on within LAKEHURST WEST, FILING #5 nor shall anything be done or placed within LAKEHURST WEST, FILING #5 which is or may become a nuisance or cause disturbance or annoyance to others.

B-6. Temporary Structures. No temporary house, trailer, garage or out-building shall be placed or erected upon any part of LAKEHURST WEST, FILING #5, and no improvement placed or erected upon any Lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans. 3

B-7. No Hazardous Activities. No activities shall be conducted within and no improvements constructed within LAKEHURST WEST, FILING #5 which are or might be unsafe or hazardous to any person or property. With limiting the generality of the foregoing, no firearms shall be discharged upon any property; and no open fires shall be lighted or permitted on any property except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

B-8 Fences. No chain-link wire fence shall be erected on any lot. All other fences to be constructed on property within the subdivision, other than six foot wooden fences must have the prior approval of the Architectural Control Committee as hereinafter constituted. All fencing shall be maintained by the homeowners on their respective lots.

PART C - ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor such representatives as it may designate, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area of LAKEHURST WEST, FILING #5 shall have power, through a duly recorded instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. Architectural Control Committee Address: c/o Realty One, 1426 Pierce Street, Lakewood, Colorado 80214.

C-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C-3. Nonliability. Neither the Architectural Control Committee nor its members shall be liable in damage to any person submitting requests for approval or to any Owner within LAKEHURST WEST, FILING #5 by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests, or for any failure of the plans to comply with applicable zoning, or for any design or construction defects, or for encroachments.

C-4. Criteria of Consideration. In addition to all the other criteria herein set forth, the Committee shall generally determine whether the proposed improvements will protect the then value and future value of the properties then located in the subdivision, and to be erected therein. The Committee shall in the exercise of its judgement and determination, use reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said

proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision.

PART D - MISCELLANEOUS

D-1. Signs. No sign of any kind shall be displayed to the public view on any site except one home occupation sign of not more than one square foot; or sign of not more than five square feet advertising the property for sale or rent. All signs conform with the Jefferson County sign code.

D-2. Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any site.

D-3. Animals. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other animals of any description shall be kept or maintained on any property subject hereto except that residents may keep not more than a total of two (2) dogs, cats, or other animals which are bona fide household pets belonging to the household so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property.

D-4. Garbage and Refuse Disposal. No garbage, refuse, rubbish or cuttings shall be deposited on any street, and not on any Lot unless placed in a suitable container suitably located solely for the purpose of garbage pickup. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

D-5. Sight Distance at Intersection. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any corner site except in conformity with applicable resolutions, regulations, and restrictions of the County of Jefferson, State of Colorado, nor shall any tree be permitted to remain within such areas unless foliage is maintained at sufficient height to prevent obstruction of sight lines.

D-6. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed three feet higher than the ridge of any structure, and shall be attached to said structure.

D-7. Restrictions on Parking and Storage. Except as expressly heretofore provided, no Lot shall be used as a parking, storage, display or accommodation area for any type of house trailer, camping trailer, motorhome, camper, boat trailer, hauling trailer, running gear, boat or accessories hereto, motor driven cycle, non-functioning automobile, truck or any type of van except as a temporary expedience for loading, delivery, emergency, construction or maintenance and except further that functioning motor driven cycles may be parked wholly within the garage area of the improved lot and non-functioning automobiles or motor driven cycles may be temporarily stored, parked or maintained while actively being repaired and kept wholly within the garage area of the improved Lot with the door in the closed position, or in completely enclosed secured-from-vision, areas in the side or rear yard of the residence structure situated thereon.

Exceptions to the above include the accepted parking of currently registered pickup trucks or vans in residential driveways, not to exceed one such vehicle per residential driveway. Passenger vans, minivans, and sport utility vehicles will be allowed. Any vehicle parked in a driveway 1) must be in good running order with no visible rust or body damage, 2) must have all body panels painted in matching colors, 3) be no greater than 3/4 ton chassis (< 9600 lbs GVW), 4) must not have dual wheels,

flatbeds, stake beds, high cube boxes, or campers or other bed coverings extending more than 10 inches above the cab, and 5) must not have any commercial markings. No vehicle having an attached trailer will be allowed except as a temporary expedient for loading or unloading.

All garage doors shall be kept in a closed position so that the contents therein are concealed from view from any other Lots.

D-8. Property Maintenance. Each Lot and all improvements from time to time located on such Lot, including landscaping, shall be maintained in good condition and repair by each Lot Owner. Each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Lot so that they are visible from any neighboring Lot or street. In the event any structure is destroyed either wholly or partially by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform to this Declaration or all remaining portions of the structure, including the foundation, and all debris shall be promptly removed from the property. Each Lot shall at all times be kept clear of weeds and other unsightly growth.

D-9. Clothes Lines and Storage. No clothes lines, dog runs, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road or Common Property.

D-10. Maintenance of Slopes. Each Owner shall maintain the slopes upon his Lot at the slope and pitch fixed by the finish grading thereof, including watering and planting of the slopes.

D-11. Maintenance of Drainage Pattern. Each Owner of a Lot at LAKEHURST WEST, FILING #5 agrees for himself and his assigns that he will not in any way interfere with the established drainage patterns over his Lot from adjoining or other Lots in LAKEHURST WEST, FILING #5. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the Improvements on the Lot were complete.

D-12. Building Material. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as herein provided. As soon as building materials are placed on any Lot as such, construction shall be promptly commenced and diligently prosecuted.

D-13. Lighting. Ornamental post light shall be designed to be in keeping with the Lighting fixtures at the street or road corners.

D-14. Utilities. From and after the date of this Declaration all electrical, telephone, gas, water, sewer, cable television and other utility conduits, lines and pipes constructed within LAKEHURST WEST FILING #5 shall be placed underground except those facilities such as transformer boxes, pedestals etc. which are customarily installed above ground or on the surface of the ground. No transformer, or electric, gas, water or other meter or device or any type of other apparatus shall be subject to the prior written approval of the Architectural Control Committee.

D-15. Single Family Residential Line. None of the Lots may be improved, used or occupied for other than one private single family residence and the Common Properties may be used for open space, park and recreation purposes and project signage.

D-16. No Annoying Light, Sound or Odors. No light shall be emitted from any property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any property which is

unreasonably loud or annoying; and no odor shall be emitted on any property which is noxious or offensive to others.

D-17. Improvement Height. No structure that exceeds a height of thirty-five feet shall be built upon any Lots. 6

D-18. Creation of Lien and Personal Obligation of Assessment and Special Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, and said amounts shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment or special assessment is made. Each such assessment and special assessment, together with such interest thereon, cost of collection and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or special assessment fee due. The personal obligation for delinquent assessment or special assessment shall not pass to his successors in title unless expressly assumed by them.

D-19. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of LAKEHURST WEST, FILING #5 and in particular for: (1) the improvement, replacement, operation and maintenance of the Improvements to include entry signage, fencing and landscape improvements along Belleview Ave., known as Tract "C" and landscape improvements located adjacent to So. Owens St., known as Tract "B" and the maintenance of the drainage structure in Tract "A" where it abuts to LAKEHURST WEST, FILING #5, for the use and enjoyment of the members, (2) for general and administrative expenses of operating the Association; to include, but not limited to management fees, insurance, office supplies, and expenses associated with enforcement of the provisions of this Declaration. It will be the duty of the Association actually to perform the Maintenance.

D-20. Basis and Maximum of Annual Assessments. The Board of Directors shall fix the annual assessments within the maximum amount and may raise or lower said annual assessment amount within said maximum as they may deem necessary in their discretion. The initial annual assessment is established at \$50.00 for each Lot.

The maximum annual assessment is capped at \$100 in 1999; this cap will increase at a rate of 10% per year thereafter (e.g., cap will be \$110.00 for 2000, \$121.00 in 2001, \$133.10 in 2002.) The actual assessment charged to each homeowner for each year will be less than or equal to the appropriate year's maximum, unless a special assessment, as stipulated in D-18, D-19, or elsewhere, is deemed necessary by the Board.

D-21. Public Service Company Tariffs for Street Lighting. All lots are subject to and bound by Public Service Company tariffs which are now and may in future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulation therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

PART E - CONSTRUCTION PROVISIONS

E-1. General Construction. General Construction. All residences will have brick veneer fronts as well as brick on garage fronts. All residences on corner lots will have full brick side facing the street on the first level. 7

PART F - ZONING RESOLUTIONS

F-1. Zoning. Rules and regulation of the County of Jefferson are to be considered to be part hereof, and to any extent that these covenants might establish minimum requirements, which are less than minimum requirements of the said zoning rules and regulations, then said zoning rules and regulations shall prevail.

PART G - LAKEHURST WEST, FILING #5 ASSOCIATION

G-1. Business Office. The principal address of the Association shall be known as c/o Realty One, 1426 Pierce Street, Lakewood, Colorado 80214. The Association may have other offices from time to time as required by the Board of Directors. The Association's books, checks and business accounts shall be maintained by the Board of Directors.

G-2. Board of Directors. There shall be a minimum of three Directors to a maximum of five Directors elected by the Members for a one year term. The Board will hold a regular annual meeting in September at a time and place to be determined by the Directors. Special meetings of the "Members" may be called at any reasonable time by the Board upon written notification of members.

G-3. Purpose of the Association. Within the private open space areas, the Association will maintain all landscaping, irrigation and outside perimeter fencing along Bellevue Ave. and So. Owens St. in Tracts "B" and "C" and the drainage structure in Tract "A", where it abuts to LAKEHURST WEST FILING #5, in perpetuity and will help enforce the Protective Covenants as herein stated to protect the property values of LAKEHURST WEST, FILING #5. Individual homeowners will be responsible for maintaining the inside face of the perimeter fencing.

G-4. Maintenance Assessments. In order to accomplish its purpose, each Member is obligated to pay to the Association regular and special assessments, including emergency assessments as established by the Board of Directors. Regular annual assessments are due January 31 for that calendar year running from the previous January 1st through the following December 31st. Such assessments are secured by a continuing lien upon the property against which the assessment is made.

PART H - GENERAL PROVISIONS

H-1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until August 18, 2022, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and Restrictions, signed by the then Owners of 67 percent of the Lots, has been recorded prior to the commencement of any ten-year period.

H-2. Amendments and Special Amendments. These Covenants and Restrictions may be amended until August 18, 2012 by an instrument signed by not less than 67 percent of the Lot Owners and thereafter by an instrument signed by not less than 67 percent of the Lot Owners. Any amendment must be properly recorded.

H-3. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

H-4. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

H-5. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

LAKEHURST WEST FILING #5 HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT COLORADO CORPORATION

Bob Anderson, President

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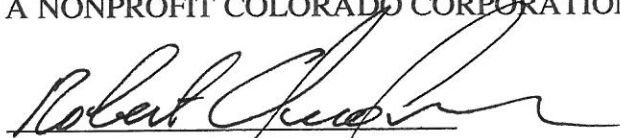
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