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High Pines Owner's Association
P.O. Box 1127
Monument, CO 80132

SECOND AMENDED AND RESTATED

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

HIGH PINES OWNER'S ASSOCIATION, INC.

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THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made as of the date written below (the "Effective Date") by High Pines Owner's Association, Inc., hereinafter called "Declarant," for itself, its successors, and assigns:

WITNESSETH:

WHEREAS, the Declarant governs and manages that certain real property comprised of single-family residences located in the County of El Paso, State of Colorado, and owned by the Declarant and its Members, which real property is described in Exhibit A attached hereto (hereinafter called the "Property");

WHEREAS, Declarant's predecessor-in-interest previously recorded a Declaration on August 7, 2002, at Reception No. 202130491 in the official real estate records of the Clerk and Recorder for El Paso County, State of Colorado (the "Initial Declaration");

WHEREAS, Declarant's predecessor-in-interest previously recorded an Amendment to the Initial Declaration on September 12, 2002, at Reception No. 202154392 in the official real estate records of the Clerk and Recorder for El Paso County, State of Colorado (the "First Amendment");

WHEREAS, Declarant's predecessor-in-interest previously recorded a Second Amendment to the Initial Declaration, as previously amended, on March 16, 2005, at Reception Nos. 205037094 and 205037095 in the official real estate records of the Clerk and Recorder for El Paso County, State of Colorado (the "Second Amendment");

WHEREAS, Declarant desires to restate and amend the Initial Declaration as subsequently amended by the First Amendment and the Second Amendment as stated herein for the purposes stated herein (this "Second Amended and Restated Declaration" or, hereafter, this "Declaration");

WHEREAS, Declarant intends that this Second Amended and Restated Declaration supersedes, replaces, and substitutes the Initial Declaration, the First Amendment, and the Second Amendment in their entirety; and

WHEREAS, this Declaration is governed by certain applicable provisions of the Colorado Common Interest Ownership Act (C.R.S. § 38-33.3-101, et. seq., hereinafter called "CCIOA" as now enacted and hereafter revised, modified, and amended") of the State of Colorado and the provisions of this Declaration. Furthermore, the Declarant elects to be governed as a Limited Expense Community ("LEC") as permitted by § 38-33.3-116 of the Colorado Revised Statutes; and

NOW, THEREFORE, Declarant hereby submits the Property together with all appurtenances, facilities, and improvements thereon to single-family residence ownership pursuant to the CCIOA, any other applicable statutes and laws and this Declaration, and Declarant hereby imposes upon the Property the following terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations, which are for the purpose of protecting the value and desirability of the Property and which shall be deemed to run with the Property and any real property and improvements hereafter added shall be a burden and a benefit to Declarant, its successors, assigns and any person or entity acquiring, using, occupying, or owning any right, title, or interest in the Property or any part thereof or any part of any added property, and any person entering or physically affecting the Property or any part thereof, and the grantees, guests, lessees, successors, heirs, executors, administrators, devisees, or assigns of any person or party described above.

I. DEFINITIONS

The terms used herein shall have the meanings stated in the CCIOA, except as otherwise provided herein:

Section 1.1 "Accessory Dwelling Unit (ADU)"

An internal, attached, or detached dwelling unit that: (a) provides complete independent living facilities for one or more individuals, (b) is located on the same Single-Family Residence as an existing primary residence, and (c) includes facilities for living, sleeping, eating, cooking, and sanitation. An ADU is subordinate to the primary residence and is not a separate principal use, and the presence of an ADU does not change the fundamental zoning classification of the primary residence as a Single-Family Residential zone (see also, Section 1.28).

Section 1.2 "Accessory Dwelling Unit Supportive Jurisdiction"

A local government that has been certified as an Accessory Dwelling Unit Supportive Jurisdiction.

Section 1.3 "Accessory Dwelling Unit Subject Jurisdiction"

A municipality that: (a) has a population of one thousand (1,000) or more (as reported by the applicable state agency) and is within a metropolitan planning organization or (b) the portion of a county that is within a census designated place with a population of forty thousand (40,000) or more (as reported by the applicable state agency) and within a metropolitan planning organization.

Section 1.4 "Agencies"

All appropriate governmental agencies including but not limited to: the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities.

Section 1.5 "Architectural Control Committee"

The committee of three (3) persons appointed by the Association (the "ACC") to review and approve the plans for all improvements constructed on the Property.

Section 1.6 "Articles of Incorporation"

The Association's Articles of Incorporation recorded in the Office of the Secretary of State for the State of Colorado.

Section 1.7 "Assessment"

An assessment against a particular Owner and their Single-Family Residence as more particularly described in Article IV hereof.

Section 1.8 "Assessment Unit"

A Single-Family Residence, including but not limited to, either an ADU, storage shed, or greenhouse, and vacant Lots.

Section 1.9 "Association"

High Pines Owner's Association, Inc., a Colorado nonprofit membership corporation, its successors, and assigns. The Association shall act by and through its Board of Directors.

Section 1.10 "Association Documents"

The Association's Articles of Incorporation, Bylaws, Responsible Governance Policies, and Rules and Regulations.

Section 1.11 "Board of Directors"

The Board of Directors of the Association which may act on behalf of the Association without any vote or consent of the Members, except as otherwise provided in the Association's Articles of Incorporation or Bylaws.

Section 1.12 "Bylaws"

The code or codes of rules, other than the Articles of Incorporation, adopted for the regulation or management of the affairs of a nonprofit corporation, and includes amended bylaws and restated bylaws.

Section 1.13 "Common Elements"

All the Property, and all the improvements thereto and thereon located, excepting all Single-Family Residences as the same are herein defined. Common Elements include by way of illustration and not limitation any of the following to the extent located on or within the real Property described on Exhibit A, common landscaping, common utility lines, common sidewalks, roads, streets and parking, common signs, and in general all property, apparatus, and installations existing for common use or normally in common use including, without limitation, the air space above the Property which is not within the respective Single-Family Residences. The Association is prohibited from imposing restrictions on the use of public rights-of-way within the community and shall not require that a public right-of-way be used in a certain manner.

Section 1.14 "Common Expenses"

(a) Expenses of administration, maintenance, repair, or replacement of the Common Elements, (b) expenses declared Common Expenses by the Association, and (c) all sums lawfully assessed against the Single-Family Residences by the Board of Directors of the Association.

Section 1.15 "Declarant"

High Pines Owner's Association, Inc., its agents, employees, successors, and assigns.

Section 1.16 "Declaration"

This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions as contained herein and as it may be amended or supplemented from time to time as herein provided.

Section 1.17 "First Mortgage"

Any unpaid and outstanding, mortgage, deed of trust, or other security instrument recorded in the records of the Office of the Clerk and Recorder of the County of El Paso, Colorado, encumbering any Single-Family Residence, having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).

Section 1.18 "First Mortgagee"

Any person or legal entity named as a mortgagee or beneficiary under any First Mortgage (including for purposes of and with respect to notice of termination, subordination, or modification of certain insurance policies).

Section 1.19 "Leases and Short-Term Rentals"

See Article 8, Section 8.6, of this Declaration.

Section 1.20 "Lessee"

A person or corporation who takes temporary possession of an Owner's Single-Family Residence through a written lease agreement.

Section 1.21 "Limited Expense Community"

A planned community that provides in its declaration that the annual average Common Expense liability of each unit restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the Association, must not exceed four hundred dollars (\$400.00) (as defined in §38.33.3-116 of CCIOA), as adjusted pursuant to §38.33.3-116(3) of CCIOA. As an LEC, the Association is specifically exempted from all statutory requirements specified in CCIOA, except for §38-33.3-105 to 107 and any other such sections of CCIOA as it may elect in this Declaration. The Association has expressly elected not to be subject to or bound by the entirety of CCIOA; to the contrary, the Association shall be subject to only certain provisions of CCIOA.

Section 1.22 "Lot"

Any plot of land, except Common Elements, which is shown upon any recorded subdivision map of the properties or any portion, with the exception of public streets, but together with all appurtenances and improvements.

Section 1.23 "Map" or "Plat Map"

The Plat Maps of the Property and the improvements are filed for record in the real property records of the office of the Clerk and Recorder of El Paso County, Colorado, as follows: (a) High Pines Final Plat in Reception No. 20011559, Plat File No. 10672, on September 15, 2000, (b) High Pines Patio Homes Filing No. 1, in Reception No. 200154185, Plat File No. 10768, on December 22, 2000, (c) High Pines Patio Homes Filing No. 2, in Reception No. 205037097 on March 16, 2005, and (d) Greenland Reserve Filing No. 2 Amendment No. 1, in Reception No. 215713643 on July 6, 2015. The Plat Maps, as recorded, are incorporated herein by this reference as Exhibit B-1, and the Lots, and their affiliation with the respective Plat Maps, are incorporated by this reference as Exhibit B-2.

Section 1.24 "Manufactured Housing"

Housing which is in part or entirely manufactured in a factory. This type of housing is built in single or multiple sections on a chassis which enables it to be transported to its occupancy site or is built in single or multiple sections for assembly at the site and includes modular homes.

Section 1.25 "Member"

Every person or entity who holds membership in the Association and is subject to Assessment hereunder or, following termination of the community interest community, of all former Owners entitled to distributions of proceeds or their heirs, personal representative, successors, or assigns. Members, by virtue of and through their legal ownership interests in a Single-Family Residence or Lot, hold a voting interest with respect to the Association.

Section 1.26 "Mobile Home"

A dwelling that is built on a chassis designed for long-term residential occupancy that is capable of being installed in a permanent or semi-permanent location, with or without a permanent foundation, and with major appliances and plumbing, gas, and electrical systems installed but needing the appropriate utility connections to make them operable, and that may be occasionally drawn over the public highways.

Section 1.27 "Owner"

Any person, corporation, partnership, association, contract sellers, or other legal entity or any combination hereof, who owns the record fee simple interest in one or more Single-Family Residences. The term "Owner" shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner but shall not refer to any First Mortgagee as herein defined, or other person or entity having an ownership interest in any

Single-Family Residence merely as security for the performance of an obligation, unless such First Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 1.28 "Property"

The real property described in Exhibit A attached hereto and incorporated herein by this reference.

Section 1.29 "Rules and Regulations"

Any rules, regulations, or standards of the Board of Directors, or similar decisions of the Board of Directors, whether or not designated as rules and regulations.

Section 1.30 "Single-Family Residence"

All dwellings as shown on the Plat Maps known and described as residential tracts shall be for Single-Family Residence only. The Property is zoned RS-20000 by El Paso County, State of Colorado, as follows: "Single-Family Residential, minimum 20,000 square foot lots" and the primary residence thereon, including but not limited to, either an ADU, storage shed, or greenhouse, collectively comprise a Single-Family Residence.

Section 1.31 "Special Assessment"

The cost of any emergency situation or any construction, demolition, reconstruction, repair, or replacement of all or a substantial part of the Common Elements, including without limitation the Common Elements and any fixtures and personal property related thereto, or the expense of any other contingencies or under budgeted costs to be levied by the Association to the Owners in any given assessment year.

Section 1.32 "Supplemental Declaration"

Each Declaration of Covenants, Conditions, and Restrictions to which the Property or any portion thereof is now or may hereafter be subjected by the Association as each such document may be amended from time to time, provided that each such Supplemental Declaration shall be recorded in the office of the Clerk and Recorder of the County of El Paso, State of Colorado.

II. NATURE OF OWNERSHIP

Section 2.1 Inseparability of a Single-Family Residence.

Each Single-Family Residence, together with the undivided interest in the Common Elements, and all other rights appurtenant thereto, shall be inseparable and may be conveyed, leased, devised, sold, transferred, or encumbered only as a Single-Family Residence.

Section 2.2 Common Elements.

The Common Elements shall be owned in common by all of the Owners as tenants in common and shall remain undivided.

Section 2.3 Separate Taxation.

All taxes, assessments, and other charges of the State of Colorado or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Single-Family Residence separately and not on the Property as a whole, and each Single-Family Residence shall be carried on the tax books as a separate and distinct parcel. For the purpose of valuation for assessment, the valuation of the Common Elements shall be apportioned among the Single-Family Residences in proportion to the undivided interests in Common Elements appurtenant to and part of the Single-Family Residences. The lien for taxes assessed to any Single-Family Residence shall be confined to that Single-Family Residence. No forfeiture or sale of any Single-Family Residence for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Single-Family Residence or Common Elements.

Section 2.4 Ownership Title.

A Single-Family Residence may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado. Each such Owner shall have and be entitled to the exclusive ownership and possession of their Single-Family Residence, and reasonable and continuous access thereto, subject to the provisions of this Declaration and said laws.

Section 2.5 Use of Common Elements.

Subject to the restrictions contained in this Declaration and in the Rules and Regulations, and without hindering or interfering with the lawful rights of other Owners, each Owner shall have the non-exclusive right to use and enjoy the Common Elements for the purpose for which they are intended. Subject to the provisions of this Declaration, no use by any person, or any right or interest

therein or appurtenant thereto shall be made which shall interfere with the use of the Common Elements for the purposes for which they were intended as provided in this Declaration or impede the free flow of vehicular or pedestrian traffic thereon. There shall be no fence, barricade, structure, building, merchandise, or other obstruction of any kind whatsoever placed, kept, permitted, or maintained on the Common Elements unless the same is authorized by the Board of Directors or by this Declaration or is temporary for maintenance or repairs and used in such manner as to minimize the disturbance to and interruption of pedestrian and vehicular traffic so as not to unreasonably impair or interfere with the use of the Common Elements or the use of any Single-Family Residence.

Section 2.6 Extent of Owners' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation or Bylaws, to borrow money for the purpose of improving the Common Elements and, with written consent of sixty percent (60%) of the Members entitled to vote, to manage said property as security for any such loan;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure;

(c) The right of the Association to promulgate and publish Rules and Regulations with which each Owner shall strictly comply;

(d) The right of the Association as provided in its Articles and Bylaws to suspend the voting rights of an Owner for any period during which any assessments against their Single-Family Residence remain unpaid for a period of thirty (30) days or more;

(e) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer shall be effective unless first approved in writing by sixty percent (60%) of the votes of the Members hereunder, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses, and easements for public utilities, roads, and/or for other purposes consistent with the intended use of the Common Elements and reasonably necessary or useful for the proper maintenance or operation of the Common Elements shall not be deemed a transfer within the meaning of this Subsection (e); and

(f) The right of the Association to close or limit the use of the Common Elements, or portions thereof, while maintaining, repairing, and making replacements in the Common Elements.

Section 2.7 Delegation of Use.

Owners may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Elements and facilities to the members of the Owner's family or Lessees who reside on the Single-Family Residence.

Section 2.8 Payment of Taxes or Insurance by First Mortgagees.

First Mortgagees shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which might become or have already become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any First Mortgagee making any such payment shall be owed immediate reimbursement therefore from the Association.

III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership.

Every Owner of Single-Family Residence shall automatically be a Member of the Association without certificates or shares of stock and shall remain a Member until such time as its ownership of its Single-Family Residence ceases, unless otherwise suspended or terminated in accordance with C.R.S. § 7-126-302. Members shall not be separated from ownership of any Single-Family Residence. For purposes of clarification: (a) the definition of "Owner" (see also, Section 1.27) refers to the legal ownership interest of a Single-Family Residence or Lot, and (b) the definition of "Member" (see also, Section 1.25) refers to an Owner's voting interest with respect to the Association. The foregoing shall not include persons who hold a security interest or trust deed.

Section 3.2 Voting Membership.

The Association shall have one class of voting membership who shall be the Owners. The Owners shall elect all the members of the Board of Directors as set forth in the Association's Articles of Incorporation and Bylaws.

Section 3.3 Voting Rights.

Members shall be all Owners of Single-Family Residences. Each Member shall be entitled to one vote for each Single-Family Residence owned (see also, Section 1.30 of this Declaration). When more than one person holds a legal ownership interest in any Single-Family Residence, all such persons shall be Members, and votes for such Single-Family Residences shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Single-Family Residence (see also, Article III(1)(b) of the Association's Amended & Restated Bylaws).

IV. ASSESSMENTS

Section 4.1 Limited Expense Community.

The Association is a Limited Expense Community as defined in C.R.S. § 38.33.3-116 of CCIOA.

Section 4.2 Creation of the Lien and Personal Obligation of Assessments.

Each Owner by acceptance of a deed is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments, such assessments to be established and collected. The annual and special assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon a Single-Family Residence and any ancillary structures, including either an ADU, storage shed, or greenhouse, against which each such assessment is made. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgagee of record (including deed of trust), and to any refinancing loan to refinance any such loan, provided that any such refinancing loan is evidenced by a First Mortgagee of record (including deed of trust).

Section 4.3 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, and safety of the Owners, for the repair, replacement, and maintenance of certain landscaped rights-of-way, drainage easements, and medians within or adjacent to public or private streets within or abutting the Property which are the responsibility of the Association to maintain, and for the improvement, repair, replacement, and maintenance of the Common Elements and the appurtenances and improvements, including without limitation, maintenance of landscaping located on the Common Elements, maintenance of greenbelt areas within the Common Elements, maintenance of any well site and/or the irrigation system within the Common Elements, pruning trees and hedges located upon the Common Elements, maintaining all common fences, lighting facilities and entryway signs located within the Common Elements, maintaining certain publicly dedicated easements located within the Property, maintaining, repairing, and improving the

drainage system to include but not by way of limitation the Detention Basin(s) as fully described in the Private Detention Basin maintenance agreement recorded 9/15/2000 in the records of the clerk and Recorder for the County of El Paso, State of Colorado, at reception #200111558 and 200154181, and maintaining, repairing, and replacing all improvements and facilities located thereon and any other items as directed by the Board of Directors.

Section 4.4 Maximum Annual Assessment.

(a) The maximum annual assessment of \$300.00 per "Assessment Unit" shall be adjusted on July 1 of each year in accordance with any increase in the United States department of labor bureau of labor statistics final consumer price index for the Denver-Aurora-Lakewood consolidated metropolitan statistical area for the preceding calendar year¹. In the event the aforesaid Consumer Price Index is not published, for whatever reason, then the increase in the maximum annual assessment, shall be calculated by using a substantially comparable index designed by the Board of Directors. The maximum annual assessment for any given year may be increased above that established by the Consumer Price Index formula, provided that any such amount shall not be increased without an affirmative vote of at least sixty percent (60%) of the Membership.

(b) The Board of Directors may, at any time, after consideration of the projected maintenance costs and other financial needs of the Association, and upon written notification to each Owner of the amount of the actual assessments to be levied, fix the actual assessment per each assessment Unit at an amount less than the maximum. In the event the Board of Directors determines, at any time, during any annual assessment period in which the Association shall have levied an assessment in an amount less than the maximum, that the rate of assessment then in effect is less than may be necessary to adequately fund all maintenance costs and other financial needs of the Association, then the Board of Directors may increase the actual assessment per each Assessment Unit upon written notification thereof to each Owner, provided that the amount of the actual assessment per each Assessment Unit shall not be increased to an amount in excess of the maximum annual assessment for that annual assessment period without an affirmative vote of at least sixty percent (60%) of the Membership.

(c) The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

¹ The maximum annual assessment was initially set at \$300.00 in 2004 using the U.S. city average Consumer Price Index, which at that time was 184.0. C.R.S. §38-33.3-116(3)(a) requires that any increases in the maximum annual assessment be made in accordance with any increase in the United States department of labor bureau of labor statistics final consumer price index for the Denver-Boulder consolidated metropolitan statistical area. The Denver-Boulder Consumer Price Index was subsequently replaced by the Denver-Aurora-Lakewood Consumer Price Index.

(d) The Association shall maintain an adequate reserve fund out of the annual assessment for the maintenance, repair, and replacement of those elements or portions of the Common Elements that must be maintained, repaired, or replaced on a periodic basis. Any surplus funds of the Association remaining after the payment of or provision for any assessments and any prepayment of or provision of reserves shall be applied against the reserve fund as the Board of Directors in its sole discretion determines appropriate; the Board of Directors is not required to credit or pay such funds to Owners.

Section 4.5 Special Assessments for Capital Improvements.

The special assessment may be an assessment for paying costs associated with cleaning, maintaining, and repairing (to include replacement as may be necessary) the Detention Basin and for paying any liability of the Association or Owner under the Detention Basin Agreements (as more particularly described in Section 9.8). In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Elements, including fixtures and personal property related thereto, or for the funding of any operating deficit incurred by the Association. Any such Assessment shall have the assent of sixty percent (60%) of the votes of Members and shall be levied equally against each Assessment Unit. The special assessment may be an assessment for paying costs associated with cleaning, maintaining, and repairing (to include replacement as may be necessary) the Detention Basin and for paying any liability of the Association, or the Owners under the Detention Basins Agreements.

Section 4.6 Single-Family Residence Assessments.

In the event that the Association incurs any expense or liability as a result of the negligent or wrongful act of an Owner, the Lessee of an Owner, the Owner's guests, or invitees, or any breach by any of such parties of any of the provisions of this Declaration, the Association's Bylaws or the Association's Rules and Regulations, and the same is not totally paid for by said Owner's insurance, the cost in excess of available insurance proceeds thereof shall be an assessment against that Owner and their Single-Family Residence and if unpaid shall be both a personal obligation of such Owner and a lien as herein provided.

Section 4.7 Payment Procedures.

(a) Subject to the provisions of this Declaration, any amounts assessed as annual or Special Assessments shall be assessed against each Owner and their Single-Family Residence in accordance with that Owner's undivided interest. Single-Family Residence assessments shall be assessed and payable solely by the Owner and the Single-Family Residence against which they are levied.

(b) The annual assessment period shall correspond with the fiscal year of the Association. The annual assessment shall be due and payable annually on such dates as determined by the Board of Directors.

Section 4.8 Effect of Nonpayment of Assessments – Remedies of the Association.

Any assessments, which are not paid when due, shall be delinquent. Any assessment, which is not received on or before thirty (30) days following the due date, will incur a \$25.00 late charge on the 30th day. Each subsequent thirty (30) days an additional late charge of \$25.00 will be assessed, and said charges shall become an additional assessment against the Property. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum,. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Single-Family Residence and/or against such Owner. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the expenses, late charge, and costs of the action.

Section 4.9 Special Assessments and Single-Family Residence Assessments.

Special Assessments and Single-Family Residence Assessments shall be due and payable on the date specified by the Board of Directors in written notice to each Owner, but such date shall not be less than ten (10) days after such notice is sent.

Section 4.10 Estoppel Certificates.

The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Single-Family Residence. Upon payment of such fee as required by the Association's Rules and Regulations, the statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner as to any lien arising under C.R.S., § 38-33.3-316, but not otherwise.

Section 4.11 Enforcement by Lien.

(a) In addition to the personal liability under Sections 4.1 and 4.2 hereof and any statutory lien and rights to which the Association may be entitled under, any unpaid assessment, charge, fee, fine, or other sums assessed against an Owner or their Single-Family Residence,

including interest thereon at the rate of eight percent (8%) per annum, an administrative charge as set forth by the Association's Rules and Regulations, court costs, and all other collection costs, and reasonable attorneys' fees, shall be a charge on the Single-Family Residence and shall be a continuing lien, in favor of the Association, upon the Single-Family Residence against which each such assessment, charge, fee, or other sum is made. All payments on account shall be first applied to interest, the late charge, any costs, or fees, and then to the assessment payment first due.

(b) The Board of Directors may enforce such lien by filing with the Clerk and Recorder of El Paso County a statement of lien with respect to the Single-Family Residence, setting forth the name of the Owner, the legal description of the Single-Family Residence, the name of the Association and the amount of delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an officer or authorized agent of the Association, and notice thereof shall be mailed to the Owner of the Single-Family Residence at the address of the Single-Family Residence or at such other address as the Association may have in its records for the Owner of the Single-Family Residence. Such a claim of lien shall also secure all assessments, charges, fees, and sums that come due thereafter until the lien, together with all costs, attorneys' fees, administrative charges, and interest have been fully paid or otherwise satisfied. Any recorded lien may be released by recording a document to that effect executed by an officer or agent of the Association. Thirty (30) days following the mailing of such notice, the Board of Directors may proceed to foreclose the statement of lien in accordance with C.R.S. § 38-33.3-209.5 and C.R.S. § 38-33.3-316, including but not limited to: (i) obtaining a personal judgment against the Owner, (ii) providing thirty (30) days' notice to Owner of the Association's intent to foreclosure, including offering mandatory mediation and recommending credit counseling to the Owner, (iii) providing notice to other lienholders, (iv) causing a vote and resolution of the Board of Directors authorizing the foreclosure action, and (v) verifying that the debt includes at least six (6) months of past-due Common Expense assessments. The Association shall have the power and right to bid on or purchase any Single-Family Residence at foreclosure or other legal sale, to have the total amount of its lien credited towards any purchase price, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same, but no votes allocated to a Single-Family Residence owned by the Association shall be cast. Foreclosure of a Single-Family Residence shall include the membership interest attached thereto but such foreclosure shall not be considered a purchase of such interest.

(c) The lien for assessments, including without limitation any fees, costs, late charges, or interest which may be levied by the Association in connection with unpaid assessments, shall be subordinate to the lien of any First Mortgage. However, such lien shall be superior to all other liens and encumbrances and shall be superior to any statutory exemption as now or hereafter may be provided by Colorado or federal law, and the acceptance of any right, title, or interest in or to a Single-Family Residence shall constitute a waiver of such statutory exemption. Sale or transfer of any Single-Family Residence shall not affect the liens for said assessment charges except that sale or transfer of any Single-Family Residence, pursuant to foreclosure of any such First

Mortgage or any such executory land sales contract, or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall extinguish the lien of assessments charges which became due prior to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure; provided however, that any such delinquent assessment charges, including interest, late charges, costs and reasonable attorney's fees, which are extinguished as provided herein may be reallocated and assessed to all Assessment Units as a Common Expense. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure shall relieve the Owner of any Single-Family Residence from liability for any assessment charges thereafter becoming due, nor from the lien thereof; however that in the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such First Mortgagee shall not be liable for unpaid assessments or other charges which accrue prior to the acquisition of title to the Single-Family Residence in question by such First Mortgagee.

Section 4.12 Notice and Opportunity to Cure by First Mortgagee.

The holder of any First Mortgage upon a Single-Family Residence may request that the Association notify it, in writing at its specified address, of any default by the Owner of said Single-Family Residence in paying assessments, charges, fees, or other sums or performing other obligations under this Declaration, Bylaws, or Rules and Regulations, which is not cured within sixty (60) days of when due. Any First Mortgagee may, but shall not be required to, cure any such default, and pay any such assessments, charges, fees, or other sums.

V. ARCHITECTURAL CONTROL COMMITTEE

Section 5.1 Applicability.

The Architectural Design and Requirements described in this Article shall apply to the Property. No more than one (1) ancillary structure shall be permitted per Single-Family Residence in accordance with ACC design guidelines and subject to ACC approval. A Single-Family Residence may include only one of the following ancillary structures in addition to the primary residence located on a Single-Family Residence: (a) storage shed, (b) Accessory Dwelling Unit ("ADU"), or (c) greenhouse.

Section 5.2 Architectural Controls.

Three (3) individuals shall be appointed by the Board of Directors to serve as the ACC. The term shall be for three years and shall be staggered. Such appointees shall serve until their resignation or removal by the Board of Directors, and in the event of such removal, death, incapacity, or resignation of any one of the appointees, the Board of Directors shall have full authority to designate a successor, who in like manner may be removed at any time by the Board of Directors.

Section 5.3 Removal.

An ACC member may be removed by a majority vote of the Board of Directors present at a duly called meeting of the Board of Directors. In the event of such removal, death, or incapacity of any one of the Board of Directors' appointees, the Board of Directors shall have full authority to designate a successor member to fulfill the remainder of the term. The ACC shall make and retain records of selections of its members for a period of ten (10) years. Any expenditures related to a permit shall be limited to an amount not to exceed any Fee for Changes without prior written approval of the Board of Directors.

Section 5.4 Meetings.

The ACC shall receive, review, and examine submitted plans, and approve or disapprove all submissions in writing. If a properly submitted and received application is not disapproved by the ACC within forty-five (45) days of the date the ACC received the application, it shall be deemed approved. The ACC shall provide a written copy of all pertinent materials regarding its actions on a timely basis as directed by the Board of Directors.

Section 5.5 Powers.

The ACC shall have the discretion and right to resolve all questions of interpretation of architectural covenants in accordance with its general purpose and intent. In the event El Paso County requires a building permit for remodeling the exterior of a Single-Family Residence, the Owner shall provide a copy of the building permit to the ACC for the limited purpose of the ACC's knowledge of the extent and duration of the remodeling work.

Section 5.6 Outside Consultants.

The ACC may retain as needed a non-voting professional or technical advisor (TA). The TA shall be experienced in residential site planning, construction, and landscaping. In addition, the TA may assist with management, review, and process applications and plans for the ACC, as well as monitor the construction progress of each project per the approved plans. The TA's compensation will come from the application and processing fees. The TA may provide consulting services to applicants prior to the applicant's formal submission of plans. The applicant will be responsible for the TA's fee. To avoid any conflict of interest, the TA shall not consult for a fee with an applicant once plans have been formally submitted to the ACC for approval.

Section 5.7 Fee for Changes.

An initial non-refundable Construction Application Fee of \$150.00 will accompany each initial formally submitted ADU plan. All other plan review fees will be \$25.00. The ACC may increase the Construction Application Fee to cover increased costs for processing and expert review. When requests for changes are made, such as, but not limited to, additions, remodeling, and alterations, the original plans and the plans for said changes shall be submitted with the application. All applications shall be retained for a period of not less than three (3) years after said improvements are completed. All plans shall comply with all area building codes, this Declaration, and Woodland Urban Interface (WUI) standards. The ACC may not grant exemptions from the covenants without the approval of the Board of Directors.

Section 5.8 Approval.

Any request for approval of a proposed improvement shall be deemed approved unless notice of disapproval is sent to the applicant within forty-five (45) days of actual receipt of a properly completed application by the ACC unless such time it is extended by written agreement. The ACC shall return one (1) set of documents showing the ACC's written determination and comments to the Owner.

Section 5.9 Building Plans and Specifications.

No new buildings/structures, walls, gates, hedges, fences, driveways, windbreaks, swimming pools, flagpoles, exterior lights, antennas, or other improvements of any kind shall be commenced, erected, converted, placed, added to, or altered on any Single-Family Residence until the complete construction plans and specifications, to include design, height, material, and color samples to be used and a site plan showing the exact location of the proposed structure(s) have been approved in writing by the ACC as to materials, harmony of external designs with existing structure(s) and adjoining Single-Family Residences, location with respect to other structures planned, and as to topography and finished grade elevation. This requirement shall apply to subsequent exterior changes, additions, repainting, and major repairs or renovations to existing Single-Family Residences. The ACC may require site changes, if in its opinion, the proposed location of a proposed structure would unduly interfere with existing trees, with drainage of the Property, or the use and enjoyment of adjoining Single-Family Residences.

VI. ARCHITECTURAL DESIGN AND REQUIREMENTS

Section 6.1 Applicability.

The Architectural Design and Requirements described in this Article shall apply to the Property described in Exhibit A.

Section 6.2 Height and Size.

The maximum height allowed for any structure shall be two and one-half (2 1/2) stories and shall not exceed thirty-six (36) feet in height from the mean undisturbed topography of the construction site, and in any event shall not exceed the height restrictions of the El Paso County Land Use Code for this zoning. For purpose of this Declaration, Single-Family Residences with basement windows above or partial above ground level or with garden level or basement entrances on one side may, at the discretion of the ACC, be considered as single or multi-story structures, depending on appearance, size, location, and amount of total finished floor area. The enclosed total area of any Single-Family Residence exclusive of decks, patios, porches, and garages shall not be less than a total of 3,000 square feet. The enclosed ground level area of any Single-Family Residence, exclusive of decks, patios, porches, and garages shall not be less than a total of 2,000 square feet for a single-story Single-Family Residence. The ACC may grant requests for minor variances in size or height criteria when other factors, which enhance the quality of the structure conclusively, justify such variance.

Section 6.3 Accessory Dwelling Units.

In a subject jurisdiction or an accessory dwelling unit supportive jurisdiction², no provisions of this Declaration, Bylaw, or Rule promulgated by the Association adopted on or after June 30, 2025, may restrict the creation of an Accessory Dwelling Unit as an accessory use to a single-unit detached dwelling in any way that is otherwise prohibited by applicable law, and any provision of this Declaration, Bylaw, or Rule that includes such a restriction is void as a matter of policy.³ Only one (1) structure may be placed upon a Single-Family Residence in addition to the primary residence.

² As of the Effective Date of this Declaration, El Paso County is exempt from the Colorado ADU legislation since it does not currently meet the requirement of census designated tracts having 40,000+ residents, although it is anticipated that El Paso County will meet that requirement in the future.

³ As of the Effective Date of this Declaration, the Association is not currently subject to the Colorado ADU legislation since El Paso County is currently exempt from the same.

Section 6.4 Storage Sheds.

Storage sheds are permitted upon review and approval of the ACC and in compliance with Architectural Guidelines. Only one (1) structure may be placed upon a Single-Family Residence in addition to the primary residence.

Section 6.5 Greenhouses.

Greenhouses are permitted upon review and approval of the ACC and in compliance with Architectural Guidelines. Only one (1) structure may be placed upon a Single-Family Residence in addition to the primary residence.

Section 6.6 Garages.

Garages are required for all Single-Family Residences and shall have a depth of not less than twenty (20) feet with a width of not less than twenty (20) feet.

Section 6.7 Exterior Colors.

Structural color scheme shall be subdued, unobtrusive, natural, or earth color. Color samples must be submitted with the application.

Section 6.8 Foundation Walls.

Foundation stem walls and attached retaining walls shall be covered in the material as covers the exterior of a Single-Family Residence or such other material as approved by the ACC.

Section 6.9 Driveways.

Driveways shall be constructed of concrete or concrete pavers and shall be no less than fourteen (14) feet wide.

Section 6.10 Chimneys.

Spark arrestors shall be required on all chimneys and comply with Woodland Urban Interface standards as defined by Pikes Peak Regional Building Department. Open wood fires are prohibited.

Section 6.11 Roofing.

Roof materials and color shall be consistent with the architecture, color, and exterior wall material of said structure. Slate, concrete tiles, or high-grade composition tile roofs are required. Metal roofs may be approved by the ACC on a case-by-case basis. The ACC may allow variations from this requirement in those cases where such variation would be harmonious with the surrounding area. High-quality fire-hardened roofing materials with synthetic shake, tile, or slate appearances are permitted by the ACC. The roof shall extend at least eighteen (18) inches from the vertical walls, i.e., 18" soffits. The minimum roof pitch on all Single-Family Residences or ancillary structures thereon shall not be flatter than a ratio of three (3) vertical feet to twelve (12) horizontal feet. Flat roofs or nearly flat roofs are prohibited. Roof mounted solar collectors shall be flush mounted and must be approved by the ACC prior to installation.

Section 6.12 External Energy Features.

Energy efficient designs are encouraged through well sealed and insulated construction and the use of passive solar design techniques. Solar collectors, when utilized, shall be an unobtrusive part of a house or garage structure so that reflections and appearances do not unreasonably defeat the intent of this Declaration to maintain a natural environment. Wind driven electric generators or windmills are prohibited.

Section 6.13 Extreme Design.

At the discretion of the ACC, extreme type design may be disapproved.

Section 6.14 Landscaping.

All soils disturbed during the building process must be regarded as natural grade. Plans showing drainage and tree and shrub plants must accompany all submittals requesting a landscape improvement that disturbs any part of a Single-Family Residence. A maximum of 5,000 square feet of irrigated, landscaped area is allowed per Single-Family Residence. No person may dam any drainage feature or otherwise prevent the free flow of water through culverts on the Property. No fence, wall, hedge, tree, shrub, or tree planting or other structure which unduly obstructs vehicle line-of-sight or encroaches and impedes vehicle traffic shall be placed or permitted to remain on any corner formed by the intersection of a street with another street or overhang any portion of the roadway.

Section 6.15 Water and Sanitation.

There shall be no water wells drilled, placed, or maintained and no sewage disposal system placed on any Single-Family Residence. All Owners are subject to the tap fees, availability of service fees, and all regulations associated with the Woodmoor Water & Sanitation District #1.

Section 6.16 Earth Work, Grading, and Mailboxes.

Concrete headwalls are required on both sides of all culverts where culverts are required by the drainage plan and where added to enhance proper drainage.

Earthwork and grading shall be performed in such a manner that disturbance to the Single-Family Residence is minimized. No finished grade shall be more than four feet above or below the existing natural grade. All graded earth cuts or hills shall be sloped no steeper than a ratio of three (3) feet horizontal to one (1) foot vertical.

Retaining walls shall not be constructed in excess of four (4) feet in height unless otherwise approved by the ACC. All retaining walls may be constructed of pressure-treated wood timbers; reinforced poured concrete, reinforced masonry block (provided said concrete or concrete-block is covered with stucco, stone, or brick), natural stone boulder walls of sufficient weight to resist the lateral soil pressure, or segmental concrete retaining walls with textured surfaces installed per manufacturers specifications. Retaining walls over four (4) feet in height must obtain (i) all required building permits, (ii) structural engineering designed by a licensed geotechnical engineer, and (iii) be approved by the ACC in advance of construction. Retaining walls shall be shown on the owner's submitted plans and all changes approved by the ACC.

Mailbox enclosures shall conform to the established design for the subdivision. No separate receptacle shall be allowed for other deliveries. Exceptions may be made by the ACC.

Section 6.17 Retractable Clotheslines and Tanks.

No fuel/water tank, swimming pool filter tank, or similar tank may be placed, erected, or maintained on any Single-Family Residence in a position which permits any part of it to be visible from any surface position outside the Single-Family Residence which contains it. Reasonable relief may be granted by the ACC. The use of rain barrels on Single-Family Residences, and any applicable restrictions of said usage thereof, is governed by the Colorado Water Harvesting Act. Retractable clotheslines as energy efficient measures are permitted, but the location and installation of a retractable clothesline shall not negatively impact the aesthetic appearance of the Single-Family Residence.

Section 6.18 Windows, Awnings, and Siding.

No reflective materials including but not limited to aluminum foil, reflective screens, or glass, mirrored or similar type items shall be permitted to be installed or placed on the outside or inside of any windows or any other part of a Single-Family Residence that can be seen from outside the Property. No sheets, newspapers, or similar items shall be installed or placed on of any windows or any other part of a Single-Family Residence that can be seen from any other Single-Family Residence or outside of the Property unless otherwise approved in writing by the ACC. No metal siding is permitted unless granted by the ACC.

VII. INSURANCE

Section 7.1 Insurance on Common Elements.

The Association shall maintain insurance covering all insurable improvements located or constructed upon the Common Elements. The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance.

(a) A policy of property insurance covering all insurable improvements located on the Common Elements with a "Replacement Cost Endorsement" providing that any claim shall be settled on a full replacement cost basis without deduction for depreciation, and including an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement." The Association may also purchase "Demolition Endorsement," an "Increased Cost of Construction Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, and/or coverage on personal property owned by the Association. Such insurance as maintained by the Association pursuant to this Subsection shall afford protection against at least the following: (1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, and (2) such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard all risk endorsement, where such is available.

(b) A comprehensive policy of public liability insurance covering all the General Common Elements, insuring the Association in an amount not less than \$1,000,000 covering bodily injury, including death of persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Common Elements, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobile; such coverage may also include, if applicable, liability for property

of others, host liquor liability, water damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use.

(c) A policy providing adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle or are responsible for handling funds of the Association, and such fidelity coverage or bonds shall meet the following requirements all such fidelity coverage or bonds shall name the Association as an obligee. Such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of person who serves without compensation from any definition of "employee" or similar expression.

(d) If the Common Elements or any portion thereof, is located within an area identified by the appropriate governing agency as requiring flood insurance coverage on the Common Elements and has been made available under the National Flood Insurance Program, then such a policy of flood insurance on the Common Elements in an amount at least equal to the lesser of: (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within designated flood hazard area; or (ii) 100% of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

(e) A policy providing errors and omissions of officers and directors of the Association, in such amounts and containing such provisions as may from time to time be deemed necessary or desirable by the Board of Directors.

All such policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a member of the Association and shall provide that the policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the insured, as well as to the First Mortgagees of each Single-Family Residence who have requested in writing to the Board of Directors that such notice be provided. Duplicate originals of all policies and renewals thereof, together with proof of payment of premium, shall be delivered to any first mortgagee of a Single-Family Residence upon written request. The insurance shall be carried in blanket forms naming the Association as the insured and as trustee and attorney in fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any such Owner's membership in the Association.

Section 7.2 Damage to Common Elements.

In the event of damage to or destruction of all or a portion of the Common Elements due to fire 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 Common Elements damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may cause such Common Elements to be promptly repaired and reconstructed, using the insurance proceeds and the proceeds of a special assessment. The amount of such assessment shall be equal to the amount by which the cost of repair or reconstruction exceeds the sum of the insurance proceeds available and shall be assessed equally for each Assessment Unit. The assessment provided for herein shall be a debt of each Owner and a lien on such Owner's Single-Family Residence and the improvements thereon and shall be enforced and collected as provided.

Section 7.3 Association Insurance as Primary Coverage.

If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owners' policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance.

Section 7.4 Annual Review of Insurance Policies.

All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors to ascertain that the coverage provided by such policies adequately covers those risks insured by the Association.

Section 7.5 Owners' Insurance.

By virtue of taking title to a Single-Family Residence, each Owner covenants and agrees with all other Owners and with the Association to carry blanket "all-risk" property insurance on its Single-Family Residence and improvements thereon providing full replacement cost coverage less a reasonable deductible. An insurance policy issued to the Association does not remove the need for Owners to obtain insurance for their own benefit. It shall be the responsibility of each Owner, and at their own expense, to make arrangements in regard to insurance on their Single-Family Residence, for all insurance on their personal property, including without limitation, furniture, appliances, fixtures, and furnishings, and for public liability insurance covering their individual Single-Family Residence. In addition, the Owner may obtain such other and additional insurance coverage on and in relation to their Single-Family Residence as, in their sole determination, the Owner shall deem necessary.

VIII. USE RESTRICTIONS

Section 8.1 Residential Use.

Each Single-Family Residence shall be occupied and used for residential purposes for the Owner and for such purposes as permitted by this Declaration, the Rules and Regulations, and applicable zoning and building codes. The Rules and Regulations may prohibit particular uses, even if such uses are allowed by zoning or otherwise lawful.

Section 8.2 Common Elements.

The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment of the Owners. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. The Common Elements, including without limitation all improvements and landscaping thereon, shall not be altered, constructed upon, or removed except upon the written consent of the Board of Directors. The Board of Directors may adopt reasonable Rules and Regulations governing the use of Common Elements, and each Owner, by the acceptance of its deed and other instrument of conveyance or assignment, agrees to be bound by any such adopted Rules and Regulations and to ensure compliance with the same. No Owner shall enter any service box meter pit or utilities structure, even if designated as Common Elements, without the prior written approval of the Board of Directors or without the presence of an authorized representative of the Board of Directors.

Section 8.3 Restrictions.

Nothing shall be done or kept in any Single-Family Residence, or in the Common Elements, or any part thereof, which would result in any violation of this Declaration and/or the Rules and Regulations or the cancellation of any insurance on the Common Elements or in an increase in the rate of any insurance on the Common Elements, without the prior written consent of the Board of Directors. No part of the Property or of any Single-Family Residence shall be used in any way or for any purpose which may endanger the health, safety, or life of any person or which may unreasonably disturb any other Owner. No activities shall be permitted upon any portion of the Property which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to or waste of the Common Elements, or any part thereof, or any Single-Family Residence, shall be committed by any Owner, any Lessee of any Owner, or any guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against any loss resulting from any such damage or waste caused by such Owner. No excessive noise, odors,

or disturbance shall be allowed upon the Property as determined by the Board of Directors in its discretion.

Section 8.4 Storage Restrictions.

No unreasonable outside storage of any items, objects, or materials shall be allowed except with the prior written approval of the Board of Directors.

Section 8.5 Exterior Antennas, Dishes, or Towers.

No exterior television or radio antenna, satellite dish with a diameter in excess of thirty-two (32) inches, tower, or similar structure of any sort shall be placed, allowed, or maintained upon any portion of the improvements located upon the Common Elements or Single-Family Residence in a position which permits any part of it to be visible from any surface position outside the Single-Family Residence without the prior written consent of the ACC. Any such dish or device shall be subject to review of the ACC prior to installation to the fullest extent permitted by law and statute.

Section 8.6 Leases and Short-Term Rentals.

The term "lease" shall mean a contractual agreement ("Lease") calling for the user ("Lessee") to pay the Owner ("Lessor") for the use or rental of a Single-Family Residence, or space or room in a Single-Family Residence, and improvements thereon, or any portion thereof, and shall be for a minimum period of six (6) months or more. Subleasing of Single-Family Residences shall not be permitted. Any Owner shall have the right to lease their Single-Family Residence, or any portion thereof, under the following conditions:

(a) All Leases shall be in writing and shall provide that the terms of the Lease and Lessee's occupancy of the Single-Family Residence (the leased premises) shall be subject in all respects to this Declaration and the Association's Documents and that any failure by the Lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the Lease;

(b) An Owner wishing to lease its Single-Family Residence shall provide the Association's Secretary a completed copy of the Association Lease Form within ten (10) business days of the Lessee's occupation of the Single-Family Residence. The Association Lease Form shall include but not be limited to: (i) the necessary contact information for the Owner, Lessee, and the Owner's Property Manager, if any, (ii) the starting date and termination date of the Lease, (iii) acknowledgement that the Lessee has read, is familiar with, and shall be subject to this Declaration, and the Association's Documents in all respects, and (iv) be signed by (1) the Lessee, and (2) the Owner and/or the Owner's Property Manager; and

(c) All Leases shall be for a term of no less than six (6) months. Any Lease or rental agreement of a Single-Family Residence for a term of less than six (6) months is prohibited.

Short-Term Rentals, defined as any Lease or rental agreement of a Single-Family Residence for a term less than thirty (30) days, are prohibited. No Owner shall lease or rent all or any portion of their Single-Family Residence for short-term rental purposes. This includes, but is not limited to, any rental agreement posted or advertised on platforms such as Airbnb, VRBO, HomeToGo, off-base military housing agencies, or similar services. Any Member who violates this Subsection of this Section 8.6 by leasing or renting all or any portion of their Single-Family Residence for short-term purposes may result in the expulsion of the Member or suspension of their membership in accordance with C.R.S. § 7-126-302, or fines as described in this Declaration, or the Association's Documents .

Nothing in this section shall prohibit an Owner of a Single-Family Residence from permitting a "Third Party" to temporarily occupy all or a portion of the Owner's Single-Family Residence while the Owner is temporarily absent so that the Third Party may maintain and occupy the Single-Family Residence in order to prevent it from being declared abandoned as long as during any such temporary absence, the Single-Family Residence shall remain the Owner's primary residence. It is requested that the Owner provide the ACC or their neighbors with the Third Party's contact information and the duration of the temporary absence prior to the commencement of such temporary absence.

Section 8.7 Abandoned or Junk Vehicles.

No abandoned or junk vehicles or parts thereof shall be stored or parked upon any part of the Property, including but not limited to any residential street, alley, or way of access within or adjacent to the Property, but excluding any area designated for such purpose by the Board of Directors. In the event that the Board of Directors shall determine in its sole discretion that a vehicle is an abandoned or junk vehicle (see also, Section 8.13 herein), then a written notice describing the vehicle will be personally delivered to the Owner thereof (if such Owner can be reasonably ascertained) or will be conspicuously placed on the unused vehicle (if the Owner thereof cannot be reasonably ascertained), and if the abandoned or junk vehicle is not removed within seventy-two (72) hours thereafter, the Board of Directors, its agents, or contractors shall have the right to remove the vehicle at the sole expense of the Owner thereof.

Section 8.8 Household Pets.

No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded in or on the Common Elements; provided, however, that the Owners may take household pets upon the Common Elements if such animals are controlled on a leash, subject to the obligation of each

such Owner to immediately remove and dispose of all of such animal's solid bodily wastes in accordance with the Association's Rules and Regulations.

Section 8.9 Temporary Structures.

Except as hereinafter provided, no structure of a temporary character, including but not limited to a house trailer, tent, shack, garage, or outbuilding shall be placed or erected upon Property at any time prior to its being fully completed in accordance with approved plans, nor shall any improvements located on the Property, when completed, be in any manner used until made to comply with this Declaration; provided, however that during the actual construction or alteration of improvements, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering, or remodeling any improvement on Property shall be prosecuted diligently from the commencement thereof until the completion.

Section 8.10 Manufactured, Mobile Homes, and Metal Finish.

Manufactured housing, mobile home, or a Single-Family Residence having an exterior finish composed of metal of any kind shall be permitted with the prior written consent of the ACC.

Section 8.11 Signs and Advertising.

No signs, advertising, billboards, unsightly objects, or nuisances of any kind shall be placed, erected, or permitted to remain in or on the Property or Common Elements, without the prior written approval of the Association. Notwithstanding the foregoing, reasonable signs or advertisings used by political or advocacy campaigns, a realtor, builder, the Association or Owner in connection with its sale or rental of a Single-Family Residence or otherwise in connection with its well-being of the Property, shall be permissible, provided that such use by an Owner or the Association shall not interfere with the Owners' use and enjoyment of the Common Elements, any Single-Family Residences, or with their ingress and egress from a public way to the Common Elements or a Single-Family Residence.

Section 8.12 Miscellaneous Structures.

No tanks of any kind, either elevated or buried, shall be erected, placed, or permitted upon any Common Elements.

Section 8.13 Vehicular Parking, Storage, and Repair.

No portion of the Common Elements or the Property, including but not limited to streets, drives, or parking areas, unless specifically designated by the Association, shall be used as a

parking, storage, display, or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, truck larger than two (2) tons, or self-contained motorized recreational vehicle, except as a temporary expedience for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles which are necessary for the construction or maintenance of the Property, Single-Family Residences, or any improvements.

No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on the Property or Common Elements. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or which does not have an operable propulsion system installed therein; however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice shall be delivered to the Owner by conspicuously placing written notice upon the vehicle, and if the abandoned or inoperable vehicle is not removed within seventy-two (72) hours, the Association shall have the right to remove the vehicle at the sole expense of the Owner.

No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, or boats, may be performed on Common Elements.

Section 8.14 Nuisances.

No nuisances shall be permitted on the Property or the Common Elements, nor any use or practice which is the source of annoyance to other Owners, or which interferes with the peaceful enjoyment or possession and proper use of the Property or the Common Elements, or any portion thereof.

For purposes of this Section 8.14, a private nuisance is a disturbance that affects an Owner's use and enjoyment of their own Single-Family Residence, such as the right to quiet enjoyment, including peace, privacy, safety, and security. Examples include loud noise, offensive odors, hazardous conditions, excessively bright night-time lights, or other activities that unreasonably interfere with another Owner's use and enjoyment of their Single-Family Residence. The Association may enforce its own private nuisance provisions through this Declaration and its Rules and Regulations and policies.

For purposes of this Section 8.14, a public nuisance is an activity or condition that affects the community or the general public, including health, safety, and welfare. Examples include prohibited businesses, continuous violations of federal, state, and local laws, hazardous conditions,

or dilapidated buildings that pose a danger to public health or safety. The Association may enforce certain public nuisances through this Declaration and its Rules and Regulations, and by reporting such violations to local authorities.

The term "nuisance" shall not include any activities of an Owner which are reasonably necessary to construction activities. Such activities of an Owner shall not unreasonably interfere with any other Owner's use and enjoyment of their Single-Family Residence, or with any Owner's ingress and egress to or from their Single-Family Residence, and a public street. The Property and the Common Elements shall be kept in a clean and sanitary condition, and no rubbish, refuse, litter, junk, or garbage shall be allowed to accumulate or any fire hazard to exist. **Wood campfires of any type are prohibited.** The Association has adopted, and shall comply with, the El Paso County ordinances governing the use of **fireworks** on the Property. Further, no immoral, improper, offensive, or unlawful use shall be permitted or made of the Property or the Common Elements. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

Section 8.15 Underground Utility Lines.

All electric, television, radio, and telephone lines installed and connections on the Property and the Common Elements shall be placed underground, except that during the construction the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon the completion of construction.

Section 8.16 Hazardous Activities.

No activities shall be conducted on the Property or the Common Elements or within improvements which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no **FIREARMS** shall be discharged upon any Single-Family Residence or Common Element, and no open fires shall be lighted or permitted except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed enclosed fireplace. The Association has adopted, and shall comply with, the El Paso County ordinances governing the use of **fireworks** on the Property. Wood-burning firepits shall have spark arrestors with no larger than 1/8" maximum steel mesh.

Section 8.17 Annoying Light, Sounds, or Odors.

No light shall be emitted from the Property or the Common Elements which is unreasonably bright or cause unreasonable glare. No sound shall be emitted which is unreasonably loud or annoying, and no odor shall be emitted which is noxious or offensive to others.

Section 8.18 Garbage and Refuse Disposal.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, within the Property or within the Common Elements, unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an unsightly manner. Empty trash cans or receptacles shall be removed from curbside the day of pickup to a location not in view of the street.

Section 8.19 Rules and Regulations.

Rules and Regulations concerning and governing use of the Common Elements, may be adopted, amended, and repealed, from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such Rules and Regulations, or for the violation of any provisions of this Declaration, or the Association's Articles of Incorporation or Bylaws ; provided, however, that copies of such Rules and Regulations shall be furnished to Owners and shall be uniform and non-discriminatory except to the extent that such Rules and Regulations concern discretionary rights given to the Association or its Board of Directors in this Declaration, or the Association's Articles of Incorporation or Bylaws.

IX. EASEMENTS

Section 9.1 Recorded Easements and Covenants.

The Property, and all portions thereof, shall be subject to all recorded licenses and easements including without limitation any as shown on any recorded plat affecting the Property, or any portion thereof, and as shown on the Plat Maps; additionally, the recording data for recorded easements and licenses appurtenant to or included in the Property, are as shown on Exhibit B-1 attached hereto and incorporated herein by this reference.

Section 9.2 Ingress and Egress.

Subject to the provisions of this Declaration, each Owner, and Owners' family members shall have a perpetual non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, upon, and across the Common Elements necessary for access to that Single-Family Residence, to public or private streets.

Section 9.3 Maintenance Easement.

The Association, its officers, agents, and contractors shall have a non-exclusive easement to make such use of and to enter into, upon, across, under, or above the Common Elements as may be necessary or appropriate to perform the duties and functions which it is permitted or required to perform pursuant to this Declaration.

Section 9.4 Repairs – Ordinary and Emergency.

If any of the Common Elements are located within a Single-Family Residence or are conveniently accessible only through a Single-Family Residence, the Association, its officers, agents, or employees, shall have the right to enter such Single-Family Residence after reasonable written notice and during regular business hours, for the inspection, maintenance, repair and replacement of any of such Common Elements or after service of such notice, if any, as is reasonable under the circumstances, at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or to another Single-Family Residence or Residences. Damage to any part of a Single-Family Residence or residences resulting from the above described repairs shall be a Common Expense of all of the Owners unless such damage is the result of the misuse or negligence of the Owner, or the Owner's family, Lessee, guests, or invitees, in which case such Owner shall be responsible and liable for all of such damage and may be charged for any cost thereof by Special Assessment. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of the above-described repairs or from action taken to comply with any law, ordinance, or order of any governmental authority. Damaged improvements, fixtures, or personalty shall be restored to substantially the same condition in which they existed prior to the damage.

Section 9.5 Encroachments.

If any part of the Common Elements encroaches upon a Single-Family Residence or Residences, including any future encroachments arising out of or resulting from the repair or reconstruction of Single-Family Residence or Residences subsequent to their damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such encroachment.

Section 9.6 Utilities.

There is hereby created a blanket easement upon, across, over, and under the Common Elements, for utilities and the installation, replacement, repair, and maintenance of utilities, including but not limited to water, sewer, gas, telephone, electricity, cable, and satellite television systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment, and appurtenances on the Common Elements and to

affix, repair, and maintain water and sewer pipes, gas, electric, telephone and television wires, circuits, cables, conduits, and meters. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, the Board of Directors reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Common Elements, without conflicting with the terms hereof. The easement provided for in this section shall in no way affect, avoid, extinguish, or modify any other recorded easement(s) on the Common Elements.

Section 9.7 Easements Deemed Created.

The easements, uses, and rights herein created for an Owner shall be deemed appurtenant to the Single-Family Residence of that Owner, and all conveyances of Single-Family Residences hereafter made shall be construed to grant or reserve the easements, uses and rights set forth herein, even though no specific reference to such easements or this Declaration appears in the instrument for such conveyance.

Section 9.8 Detention Basins – Agreements.

Detention Basins (“Detention Basins”) are included in the Property. Private Detention Basin Maintenance Agreements and Easements (“Detention Basin Agreements”) between and among the Association, and the Board of County Commissioners of El Paso County, Colorado, are recorded at Reception Nos. 20011558 and 200154181 in the records of the Clerk and Recorder of El Paso County, Colorado. The Detention Basin affecting the Property is more particularly described in Exhibit C-1 attached hereto. The provisions of the Detention Basin Agreement recorded at Reception No. 200154181 are incorporated by this reference in Exhibit C-2 attached hereto.⁴

Section 9.9 Detention Basin – Management.

The Association shall enforce the covenants, conditions, restrictions, agreements, reservations, and easements contained in the Detention Basin Agreements and levying, collecting, and enforcing the assessments, charges, and liens imposed herein and under the Detention Basin Agreements.

⁴ The Detention Basin Agreement recorded at Reception No. 20011558 is not currently accessible.

X. FIRST MORTGAGEES

Section 10.1 First Mortgagee Voting and Approval Rights.

First Mortgagees shall not have any voting or approval rights to amend this Declaration, or the Articles of Incorporation or Bylaws of the Association, or otherwise vote on any matters in this Declaration or the Association's Bylaws requiring a vote of the Association's Members.

Section 10.2 Notices of Action to First Mortgagees.

Upon written request to the Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the Single-Family Residence address of the Property which is subject to such First Mortgagee or insurer or guarantor of a First Mortgage, Owners shall be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property or Single-Family Residences.

(b) Any delinquency in the payment of assessments or charges owed to the Association by the Owner of a Single-Family Residence, subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under this Declaration, or the Association's Documents and the Board of Directors has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Termination of the Property as a planned community.

XI. GENERAL PROVISIONS

Section 11.1 Amendment.

The covenants and restrictions of this Declaration and the separate Single-Family Residence estates created hereby shall run with and bind the land, until such time as this Declaration is terminated or revoked in the manner herein provided.

(a) Except as otherwise provided herein, this Declaration shall not be amended or modified unless the Owners having at least sixty percent (60%) of the undivided interest of the Single-Family Residences have voted or agreed to such amendment, provided however,

notwithstanding the foregoing, (1) that any section in this Declaration which requires a particular percentage of Owners may be amended only by written consent of that percentage of those parties, (2) that this section may be amended by an instrument signed by Owners of at least sixty percent (60%) of the Single-Family Residences, (c) except as provided in this Declaration, an Owner's undivided interest in the Common Elements appurtenant to each Single-Family Residence shall have a permanent character and shall not be altered without the written consent of all the Owners of Single-Family Residences, and (d) that the Association hereby reserves the right but without the vote of the Owners, to make such amendments to this Declaration, the Plat Maps, the Association's Documents, as may be necessary or desirable to exercise any right of Association under this Declaration or under the CCIOA or as may be deemed appropriate by the Association to correct clerical, typographical or technical errors in said documents and each Owner by accepting a deed or other instrument to this Single-Family Residence appoints the Association as their attorney-in-fact for purposes of executing in said Owner's name and recording any such amendments to this Declaration, and each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Single-Family Residence and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Association to make, execute, and record any such amendments.

(b) Except in the case of a taking of all the Single-Family Residences by eminent domain, the common interest community may be terminated only by agreement of Owners of Single-Family Residences to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

(c) To be effective, all amendments to this Declaration must be recorded in the office of the Clerk and Recorder of the county in which the Property is located, and an amendment must be indexed in the grantee's index in the name of the common interest community and the Association and in the grantor's index in the name of each person executing the amendment. The amendment shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. All expenses associated with preparing and recording an amendment to the Declaration shall be apportioned as provided by applicable law.

(d) Notwithstanding the above, any provisions regarding the obligations of the Association (except as otherwise provided in the Detention Basin Agreements), the Association, and the Owners with respect to the Detention Basin and the Detention Basin Agreements shall neither terminate nor be amended except by written agreement of the Board of County Commissioners of El Paso County, Colorado.

Section 11.2 Acceptance of Provisions of all Documents/Waiver of Homestead.

The conveyance, sale, transfer, lease, or encumbrance of a Single-Family Residence shall be deemed to include the acceptance of all of the provisions of this Declaration, and the Association's Documents, and the waiver of any homestead rights and any exemptions under any state or federal law and shall be binding upon each grantee and First Mortgagee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

Section 11.3 Association as Attorney-in-Fact.

Except as provided herein, the Association and the Board of Directors shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, given or implied by law, or which may be reasonably necessary or desirable to fulfill its duties, obligations, rights, or privileges.

Section 11.4 Condemnation.

In the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Common Elements, any material part thereof of any interest therein, any improvement thereon, or any material interest therein, the Association shall give prompt notice, including a description of the part of or interest in the Common Elements or improvement thereon sought to be so condemned, to all Owners. The Association shall have full power and authority to defend in said proceedings, and if practicable to represent the Owners in any negotiations, settlements and agreements with a condemning authority for acquisition of the Common Elements or part, as the attorney-in-fact for the Owners (the Owners, by their acceptance of a deed or other instrument of conveyance hereby constituting and appointing the Association their attorney-in-fact for such purposes), but the Association shall not enter into any such proceedings, settlement or agreements, pursuant to which the Common General Elements or any part thereof or any interest therein, or any improvement thereon or any part thereof or interest therein, is relinquished, without giving all Owners at least fifteen (15) days prior written notice thereof.

In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Common Elements, the award made for such taking, if such award is sufficient to repair and restore the Common Elements, shall be applied by the Association to such repair and restoration. If such award is insufficient to repair and restore the Common Elements, or if the full amount of such award is not expended to repair and restore the Common Elements, the Association shall disburse the net proceeds of such award to the Owners in accordance with the fair market value of their Single-Family Residence, provided that the Association shall first pay out of the share of each Owner the amount of any unpaid liens or

encumbrances on their Single-Family Residence, in the order of the priority of such liens or encumbrances.

Section 11.5 Severability.

The provisions of this Declaration shall be deemed to be independent and severable and if any of the provisions of this Declaration or any clause, section, sentence, phrase, or word, or the application thereof, in any circumstances be invalidated by judgment or court order, such invalidity shall not affect the validity of the remainder of the Declaration, which other provisions shall remain in full force and effect.

Section 11.6 Conflict.

In the event there should be any conflict between the provisions of this Declaration and the Articles of Incorporation of the Association and any Bylaws, Policies, or Rules and Regulations of the Association, the provisions of this Declaration shall be deemed controlling. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control. The provisions of this Declaration shall be in addition to and supplemental to the CCIOA and to all other provisions of law, excepting that the Association is a Limited Expense Community ("LEC") and is therefore not subject to or bound by the totality of CCIOA as provided by C.R.S. § 38-33.3-116(4).

Section 11.7 Registration by Owner of Mailing Address.

Each Owner and First Mortgagee of a Single-Family Residence, and each insurer or guarantor of a First Mortgage, shall register their mailing address and current phone number with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by First Class U.S. mail or registered or certified mail, postage prepaid, addresses in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board of Directors or the Association shall be sent by certified mail, postage prepaid, to the Association address of record until such address is changed by the Association.

Section 11.8 Dedication of Common Elements.

Certain areas of land have been designated as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities. This is not dedicated hereby for use by the general public but is dedicated to the common use and enjoyment of the Owners, as more fully provided in this Declaration.

Section 11.9 Number and Gender.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

Section 11.10 Captions.

The captions to the Articles and Sections are inserted herein only as a matter of convenience and for reference, and are, in no way to be construed to define, limit, or otherwise describe the scope of the Declaration nor the intent of any provisions hereof.

Section 11.11 Successors and Assigns.

This Declaration shall be binding upon and shall inure to the benefit of the Association, and each owner, and its heirs, personal representatives, successors, and assigns of each of them. The Association may assign its rights and authority hereunder, in whole or in part, by express written assignment, duly recorded.

Section 11.12 No Waiver.

Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

Section 11.13 Governing Law.

This Declaration shall be governed by, and construed in accordance with, the laws of the State of Colorado.

Section 11.14 Remedies Cumulative.

The rights and remedies of the Association are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity and may be exercised concurrently, independently, or successively without effect or impairment upon one another.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on this ____ day of _____, 2025.

High Pines Owner's Association, Inc.,
a Colorado non-profit corporation

By: _____
James A. Sittner, President

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by James A. Sittner, President of High Pines Owner's Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A – Legal Descriptions

Exhibit A

FINAL PLAT HIGH PINES, RECORDED IN THE BOOKS AND RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO ON 09/15/2000, AT RECEPTION NUMBER 200111559, PLAT FILE NUMBER 10672; AS MODIFIED BY FINAL PLAT HIGH PINES PATIO HOMES FILING NO. 1 AS REPLATTED, RECORDED IN THE BOOKS AND RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO ON 12/22/2000, AT RECEPTION NUMBER 200154185, PLAT FILE NUMBER 10768 AND INCLUDING HIGH PINES PATIO HOMES FILING NO. 1 LOT 4.

and

HIGH PINES FILING NO. 2. Reception No. 205037097

Exhibit B

FINAL PLAT HIGH PINES PATIO HOMES FILING NO. 1, AS REPLATTED, RECORDED IN THE BOOKS AND RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO ON 12/22/2000, AT RECEPTION NUMBER 200154185, PLAT FILE NUMBER 10768; EXCLUDING LOT 4 WHICH IS A SINGLE FAMILY LOT WITHIN THE JURISDICTION OF THE HIGH PINES OWNERS ASSOCIATION AND NOT A PATIO HOME SITE,

and

LOTS 66 AND 67, BLOCK 2, HIGH PINES FILING NO. 2, excluding TRACT B, BLOCK, 2, HIGH PINES FILING NO. 2 which is the private road Piney Hill Point and associated landscape strip.

and

LOT 55, HIGH PINES, AS RECORDED UNDER RECEPTION NO. 200111559 AND TRACT A, GREENLAND RESERVE FILING NO. 2, AS RECORDED UNDER RECEPTION NO. 205123445 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, COUNTY OF EL PASO, STATE OF COLORADO.

Exhibit B-1 – Plat Maps

Attached

Exhibit B-2 – High Pines Lot Listing

High Pines Lot Number

Plat Map

Lot No. 1	High Pines Final Plat
Lot No. 2	High Pines Final Plat
Lot No. 3	High Pines Final Plat
Lot No. 4	High Pines Final Plat
Lot No. 4	High Pines Patio Homes Filing No. 1
Lot No. 5	High Pines Final Plat
Lot No. 6	High Pines Final Plat
Lot No. 7	High Pines Final Plat
Lot No. 8	High Pines Final Plat
Lot No. 9	High Pines Final Plat
Lot No. 10	High Pines Final Plat
Lot No. 11	High Pines Final Plat
Lot No. 12	High Pines Final Plat
Lot No. 14	High Pines Final Plat
Lot No. 15	High Pines Final Plat
Lot No. 16	High Pines Final Plat
Lot No. 17	High Pines Final Plat
Lot No. 18	High Pines Final Plat
Lot No. 19	High Pines Final Plat
Lot No. 20	High Pines Final Plat
Lot No. 21	High Pines Final Plat
Lot No. 22	High Pines Final Plat
Lot No. 23	High Pines Final Plat
Lot No. 24	High Pines Final Plat
Lot No. 25	High Pines Final Plat
Lot No. 26	High Pines Final Plat
Lot No. 27	High Pines Final Plat
Lot No. 28	High Pines Final Plat
Lot No. 29	High Pines Final Plat
Lot No. 30	High Pines Final Plat
Lot No. 31	High Pines Final Plat
Lot No. 32	High Pines Final Plat
Lot No. 33	High Pines Final Plat
Lot No. 34	High Pines Final Plat
Lot No. 35	High Pines Final Plat
Lot No. 36	High Pines Final Plat
Lot No. 37	High Pines Final Plat
Lot No. 38	High Pines Final Plat
Lot No. 39	High Pines Final Plat

Lot No. 40	High Pines Final Plat
Lot No. 41	High Pines Final Plat
Lot No. 42	High Pines Final Plat
Lot No. 43	High Pines Final Plat
Lot No. 44	High Pines Final Plat
Lot No. 45	High Pines Final Plat
Lot No. 46	High Pines Final Plat
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Lot No. 51	High Pines Final Plat
Lot No. 52	High Pines Final Plat
Lot No. 53	High Pines Final Plat
Lot No. 54	High Pines Final Plat
Lot No. 55B	Greenland Preserve Filing No. 2, Amendment No. 1
Lot No. 59	High Pines Patio Homes Filing No. 2
Lot No. 60	High Pines Patio Homes Filing No. 2
Lot No. 61	High Pines Patio Homes Filing No. 2
Lot No. 62	High Pines Patio Homes Filing No. 2
Lot No. 63	High Pines Patio Homes Filing No. 2
Lot No. 64	High Pines Patio Homes Filing No. 2
Lot No. 65	High Pines Patio Homes Filing No. 2

TOTAL NUMBER OF LOTS: 62

Exhibit C-1 – Detention Basin Affecting the Property

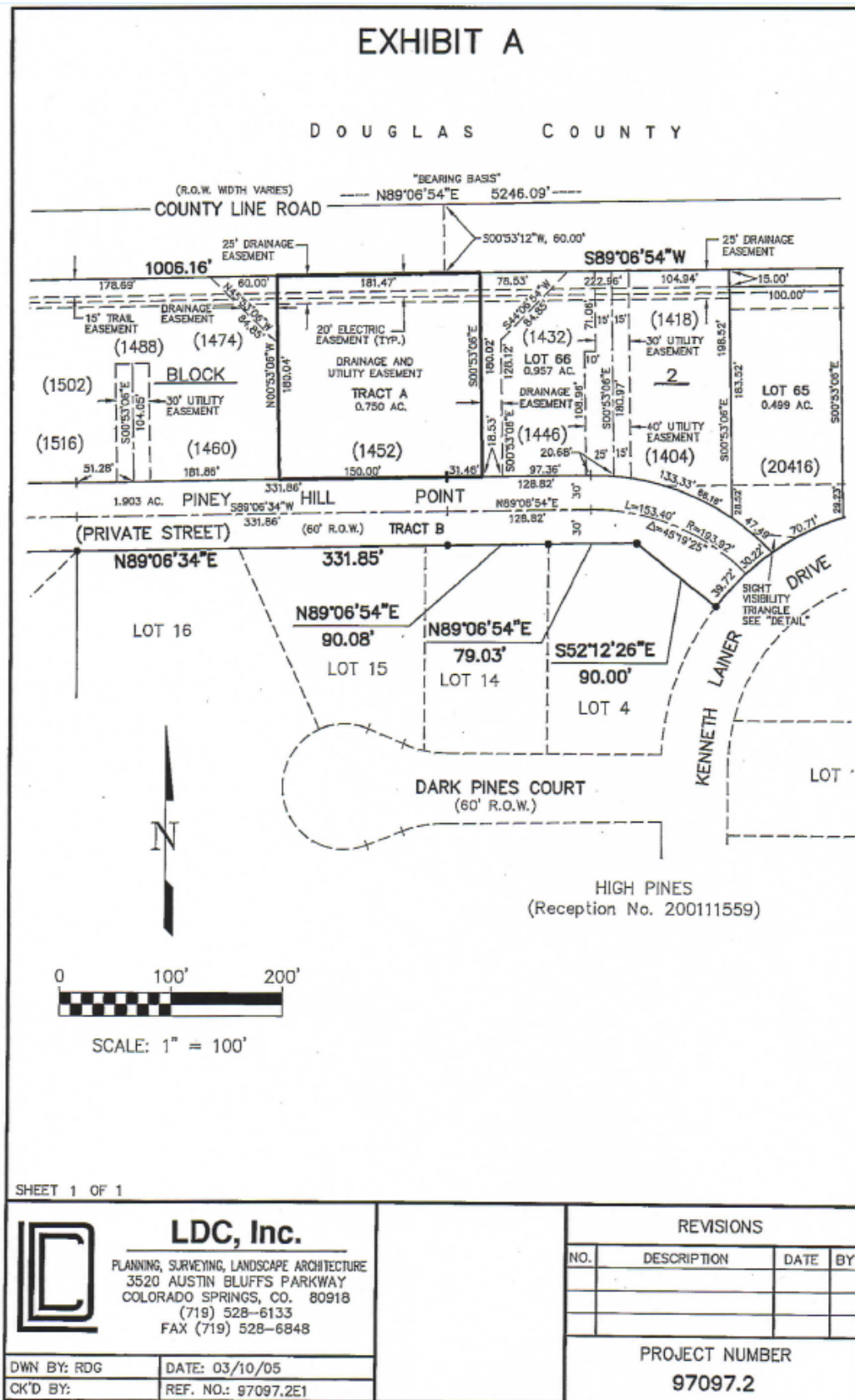


Exhibit C-2 – Detention Basin Agreement

Attached