

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
THE RESERVE AT FISHERS PEAK

THIS DECLARATION, made on the date hereinafter set forth by The Reserve At Fishers Peak LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant's are the owners of certain property in the County of Las Animas, State of Colorado, which is more particularly described below herein.

AND WHEREAS, Declarant's intend that all of the real property described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, Declarant's make the following grants, covenants, conditions, restrictions, submissions, and declarations:

ARTICLE I - Subjection of Property to this Declaration

Section 1.1 Property Subjected to Declaration. Declarant, as the owner in fee simple, by recording this instrument, does hereby subject to the provisions of this Declaration that certain property located in the County of Las Animas and State of Colorado, and more particularly described as:

The Reserve At Fishers Peak subdivision as designated by plat recorded on February 2, 1999, in the records of the Clerk and Recorder of Las Animas County, State of Colorado in Book 971, page 316-318, reception No. 636482.

Section 1.2 Conveyances Subject to this Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges, which are granted, created, reserved, or declared by this Declaration shall be deemed to be covenants pertinent to, running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or stake in the property as described above herein, and their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, or other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared herein as though fully and completely set forth in their entirety in any such document.

Section 1.3 Owners' Rights Subject to the Provisions of this Declaration. Each subsequent Owner of any Lot included within said property and the improvements constructed thereon, shall own said property in fee simple and shall have full and complete dominion thereof, subject to the provisions of this Declaration.

## ARTICLE II - Definitions

Section 2.1 "Association" shall mean and refer to The Reserve At Fishers Peak, Property Owners Association its successors and assigns.

Section 2.2 "Board of Directors" or "Board" means the governing body of the Association as provided in this Declaration, the Articles of Incorporation of said Association, and the Bylaws thereof.

Section 2.3 "Declarant" Shall mean and refer to The Reserve At Fishers Peak, its successors or assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 2.4 "Declaration" means this Declaration of Covenants, Conditions and Restrictions, together with any supplement or amendment thereto, recorded in the office of the clerk and recorder of the County of Las Animas, State of Colorado.

Section 2.5 "First Mortgagee" means the holder of any mortgage or any beneficiary of a Deed of Trust under which the interest of any owner is encumbered and which mortgage has first and paramount priority subject only to the lien of general or ad valorem taxes and assessments.

Section 2.6 "Lot" shall mean and refer to any plot of land designated by Lot number shown upon the recorded subdivision Plat as referred to in Section 1.1 above.

Section 2.7 "Mortgage" means any mortgage, Deed of Trust or other security interest by which a Lot and the improvements thereon is encumbered.

Section 2.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subject property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.9 "Private Improvement" means the Building and other improvements as constructed and maintained upon the individual Lots which are privately owned.

Section 2.10 "Subject Property" shall mean and refer to that certain real property described in Section 1.1 above.

Section 2.11 "ACC" shall mean and refer to the Architectural Control Committee established under Article IV hereof.

### ARTICLE III - The Association

Section 3.1 Purposes. The purpose of the Association shall be to promote the recreation, health, safety, and welfare of the Owners, and the general administration of the Subject Property.

#### Section 3.2 Membership and Voting Rights.

(a) Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

(b) The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or

2) On October 1, 2008

### ARTICLE IV - Architectural Control Committee

Section 4.1 Committee Members. The Architectural Control Committee shall be composed of three (3) persons: John Raye, Georgi Clark and Pam Hook. Declarant shall have the right to appoint initial committee members, who need not be Owners, and whose terms shall expire at 80% sell out of lots. The Committee shall appoint three (3) new committee members after said 80% sell-out of The Reserve At Fishers Peak. Members of such Architectural Control Committee shall not be entitled to any compensation for services performed. At all times the Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alteration within the Subject Property are in conformity with existing surrounding structures, and this Declaration and all rules and regulations as established by the Association.

**Section 4.2 Chairman of Architectural Control Committee.** The Architectural Control Committee shall elect a chairman, and all documents submitted to the committee shall be addressed to the chairman at his residence address, or to such other address as may be given in writing to the Owners by the Association or by the Architectural Control Committee.

**Section 4.3 Committee Review.** No structure, whether a building, accessory building, fence, wall, mailbox, driveway, or any other improvement shall be constructed or maintained upon the Subject Property, nor shall any exterior addition or change or alteration to existing improvements be made, or landscaping performed until complete plans and specifications showing the exterior design, height, building material, color scheme and location and size thereof, as well as the general plan of landscaping, fencing, walls, and grading plan, shall have been submitted to and approved in writing by the Architectural Control Committee. The submitted plans shall also include: completed building plans at 1/4" scale, engineered foundation design, soils report, final plot plan, colors and exterior materials list. If a preliminary opinion is desired from the ACC; preliminary sketches at a 1/8" scale for elevations and a site plan at 1/10" or larger scale with proposed drive, walks, and set backs shall be submitted to the ACC. In reviewing plans, the Architectural Control Committee shall consider the following.

- a. **Site Planning:** Potential impact of home and improvements on nearby Lots and the views and privacy of all homes. Garages should be located so as not to dominate home entry.
- b. **Site Requirements:** The ACC shall approve all dirt movement on a Lot. As the Subject Property natural topography varies considerably from lot to lot, the following limitations will apply, in the absence of special circumstances:
  - 1) Cut and fill slopes may not be exposed following completion of construction unless replaced with topsoil and reseeded to match existing terrain;
  - 2) No change in the natural drainage patterns for surface waters will be made that can adversely affect another lot. Any water (natural runoff) that is diverted from its natural course for construction reasons on any lot must be diverted back to its original course before exiting said lot.
- c. **Residence Parking:**
  - 1) There shall be no on street parking allowed.

- 2) Driveways and parking areas shall be of a finished surface consisting of concrete, asphalt, or approved gravel by ACC specs.
  - 3) Each residence shall also have a garage with space for a minimum of two vehicles.
- d. Compliance with Article V: The ACC shall also ensure that the plans conform with all the requirements set forth in Article V, infra.

Section 4.4 Landscaping. At the request of any Owner, or at its own discretion, the Architectural Control Committee shall review any portion of the landscaping of the Subject Property. The Committee may require the removal, transplanting, or restriction of any landscaping determined to be or become a nuisance to any Owners or a threat to the nonstructural integrity of any improvement.

Section 4.5 Procedures. The Architectural Control Committee shall approve or disapprove plans and specifications within fifteen (15) days after submission. In the event the Architectural Control Committee fails to take any action within fifteen (15) days after plans and specifications have been submitted, approval shall not be required, and this Article shall be deemed to have been fully complied with, except that nothing herein shall be deemed to authorize any construction upon or use of any Lot contrary to the restrictions set forth in Article V below herein. Each building or other structure shall be constructed, erected, and maintained in strict accordance with approved plans and specifications, and nothing shall be done within the Subject Property, which would impair the structural integrity of any improvement.

Section 4.6 Action by the Association. A majority vote of the Architectural Control Committee is required for approval of any proposed plans and specifications, and shall be final unless appealed to the Association membership for a final determination by majority vote.

Section 4.7 Damages. The Association and the Architectural Control Committee and any of its individual members shall not be liable for damages to any person by reason of any action or failure to act, or the approval, disapproval, or failure to approve or disapprove any plans and specifications submitted to them.

Section 4.8 Records. The Architectural Control Committee shall maintain written records of all actions taken by it and shall require that a duplicate original of any plan approved by the Association or the Architectural Control Committee be deposited with the Architectural Control Committee for future reference.

Section 4.9 Discretion. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion for aesthetic or other reasons; and in so passing upon such plans specifications and grading plan, they shall have the right to take into consideration the

suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and any unique characteristics of the Lot.

## ARTICLE V - Restrictive Covenants and Obligations

**Section 5.1 General Standards.** All uses conducted on the Subject Property shall be contained within the structures and improvements thereon, there being no outdoor storage, display, or sale uses allowed, except as provided below herein.

**Section 5.2 Principal Permitted Uses.** The individual Lots and Private Improvements are hereby restricted to single family residential use and other similar activities. Such other buildings and improvements as are ancillary to such residence on each lot and ancillary to such a purpose are permitted, including, without limitation, garage, incidental out-buildings, studio, and not more than one office for a non-retail and non-public work place for the resident owner of the lot.

**Section 5.3 Unauthorized Uses.** Anything to the contrary herein notwithstanding, no Lot may be used for any type of Medical, Dental, or Veterinary Office, Pharmacy, Nursery School, or Restaurant. No business activity of any kind shall be allowed within the Subject Property except as specifically provided for herein, and no one other than the Association shall be allowed to store or maintain any type of tools or equipment or other personal property, including, but not limited to, firewood or other consumable materials exterior to the private improvements.

**Section 5.4 Construction and Sales Facilities of Declarant.** Any provision to the contrary herein notwithstanding, Declarant its agents, employees, contractors, successors and assigns, shall be permitted to maintain during the period of construction and sale of the Lots on the Subject Property, upon such portion of the Subject Property as Declarant may choose, such facilities as may be reasonable required, convenient, or incidental to the construction, sale or rental of Lots and interests, including, but not without limitation, a business office, storage area, signs, construction yards, model units, sales office, parking areas and lighting, and temporary parking facilities for all prospective tenants or purchasers of Declarant.

**Section 5.5 Nameplates, Exterior Lighting and Signs.** All exterior basketball hoops, antennae, flagpoles, exterior nameplates and signs are hereby prohibited except as expressly approved and authorized by the Association in writing pursuant to such rules and regulations as may be promulgated by the Association, except that the Declarant may maintain such nameplates and signs as it deems appropriate in its sole and absolute discretion during the period of construction and sale of the Lots except as may otherwise be prohibited by law. All exterior lighting must be of down light type and not project an

outward illumination. If lighting is mounted other than on a building, wattage can not exceed 75 watts and:

- a. In the ground or on a post not to exceed 18" above the ground;
- b. In or on a wall -- not to exceed 66' above ground;
- c. Attached to Vegetation -- firmly affixed and mounted not more than 66" above ground level.

**Section 5.6 Compliance with Law.** No immoral, improper, offensive, or unlawful use shall be permitted or made of the Subject Property or any part thereof. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

**Section 5.7 Prohibitions Against Effecting Exterior Appearance.** Except for those improvements erected or installed by Declarant, no exterior additions, alterations, or decorations to any building, walls, and other structures shall be commenced, erected, or maintained without the prior written approval of the Architectural Control Committee as to conformity and harmony of external design and location with existing structures on the Subject Property.

**Section 5.8 Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, kept, or allowed on any Lot except that not more than two domestic dogs, two domestic cats, and litters thereof under the age of four months may be kept provided that they are not kept, bred or maintained for any commercial purpose. On any Lot larger than 1 acre in size, not more than one horse per full acre may be kept. Thus, for example, if a Lot contains 2.5 acres, no more than two horses could be kept and on a Lot of 0.9 acres, no horses could be kept. All fences, barns and other related buildings must be approved by the Architectural Control Committee. No animal may leave a Lot except on a leash. All animal waste must be removed from Lots at least once a week.

**Section 5.9 Restriction Against Offensive Business.** No use which may be offensive, noxious, or detrimental to the Subject Property or improvements of the Subject Property or its Owners, employees, tenants or invitees shall be allowed, nor shall there be any use which as a matter of common experience tends to create a nuisance, including but not limited to uses which might result in the emission of noxious gases, glare, heat, odor, noise, radio transmission, or high intensity light.

**Section 5.10 Additions to Structures.** There shall be no additions or alterations to approved structures as erected, on the Subject Property, including but not limited to the addition of nameplates, signs, antennae, signaling devices, heating or cooling equipment, or any other devices of any nature whatsoever, without the express prior written consent of the Architectural Control Committee, pursuant to such rules and regulations as it may establish for such purpose.

Section 5.11 Parking. No vehicle of any kind may be parked in the Subject Property except on such portions of public streets as may be designated by the Association and such parking shall not be for the purpose of repair or maintenance of such vehicle. Except for necessary deliveries or maintenance, repair or construction work, no commercial vehicles or trucks and no recreational vehicles shall be stored or parked on any Lot. The term 'recreational vehicles' shall include, for the purposes of this Declaration, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. No unused vehicles of any kind shall be stored or parked on any portion of the Subject Property, except in areas as may be designated by the Association. "Unused vehicle" shall be defined as any vehicle, which has not been driven under its own propulsion for a period of twenty-four (24) hours or longer. A written notice describing a vehicle which is in violation of this Section and requesting removal thereof may be served to the owner by posting on the vehicle or by direct service upon the owner, and if such vehicle has not been removed within twenty-four (24) hours thereafter, the Association shall have the right to remove the vehicle without liability therefore, and the expense thereof shall be charged against the owner. No gravel drives or parking areas will be permitted.

Section 5.12 Resubdivision or Combination. No Lot may be resubdivided by any Owner other than Declarant. If any Lot owner owns two contiguous lots and wishes to combine the two into one Lot, such combination may be done with the prior approval of the ACC. The plot for the newly configured single lot must be recorded and approved by all governmental bodies having jurisdiction over either Lot. All expenses associated with recording and pursuing any required governmental approval shall be at the sole expense of the Lot owner.

Section 5.13 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in or under any portion of the Subject Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Live trees may not be cut or removed from any Lot, except in the instance of construction of foundations, basement, or cellars, walls, and roadways that are necessary for improvements, utilities, and allowable out-buildings, or by approval of the Architectural Control Committee.

Section 5.14. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 5.15. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

Section 5.16. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is equipped in accordance with the standards and



requirements for such system which are substantially equal to or exceed the minimum requirements for such system and as issued by The City Code or in connection with the insurance of the mortgages covering property in Colorado and in effect on the date such system is installed.

Section 5.17 Basements. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 5.18 Water Supply. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.

Section 5.19 Set Backs. All setbacks will be reviewed on the merits of the submitted site plan design. Minimum setbacks for Lots are to be per City Code.

Section 5.20 Building Massing. In order to intensify the concept of not over dominating the environment, building masses should be predominately horizontal rather than vertical but not create long unbroken elements.

Section 5.21 Building Height. The terrain of the Subject Property is varied and unique with hilltops, valleys, and other changes in elevation, making absolutely uniform applicability of height restriction for residences both inadvisable and impractical. These Restrictions are intended to discourage and/or prevent any residence, which would appear excessive in height when viewed from the street or out of character with other residences because of height. The ACC may disapprove a proposed residence if, in the committee's opinion, it would appear out of character with the constructed residences, even if it complies with maximum height restrictions. In no case shall the overall height of a residence exceed 25 feet measured in a vertical plane from the highest parapet or roof ridge to the natural grade at the lowest point adjacent to the residence, exclusive of driveway.

Section 5.22 Building Size. No residence will contain less than 1500 square feet of interior living space.

Section 5.23 Materials. Exterior surfaces must be approved by the Architectural Control Committee.

Section 5.24 Building Colors. Exterior wall color must be approved by the Architectural Control Committee.

Section 5.25 Accent Color. Accent colors on front doors, window sash and other incidental elements is allowed as long as, in the opinion of the ACC, the accent does not overwhelm the buildings basic color or create a visual distraction from the street, or adjacent Lots.

Section 5.26 Building Projections. All projections from buildings including but not limited to chimney caps, vents, gutters, downspouts, utility boxes, porches, railings, exterior stairways, and exposed foundations shall be visually integrated into overall design and color scheme of surface materials.

Section 5.27 Roofs. Since roofscapes form an important part of the visual environment, they must be carefully designed. Visual harmony and historic sensitivity shall be reviewed by the ACC. The ACC requires roof pitches of no less than 6 in 12 and massing pertaining to roofing must not create long horizontal plains but have broken elements (roofs) to create visual interest. Flat roofs require parapet walls and undulation in heights and massing.

Section 5.28 Roofing Material

- a. Tile or Concrete, Terra-cotta, Metal or Fiberglass
- b. Metal Roofing, of Non Reflective Type.
- c. Shake - Hand split or sawn.
- d. Slate

Section 5.29 Fences. No fence, hedge, wall, or other dividing instrumentality over six feet in height measured from the ground on which it stand shall be constructed or maintained on any lot. Any fences must be of stone, rock, or wood materials or acceptable PVC with no wire allowed between posts; except that the boundaries of the sub-division now containing wire fencing may be continued with such fencing.

Section 5.30 Overhead Lines. No overhead lines shall be installed or maintained on or over any portion of any lots.

**ARTICLE VI - General Provisions**

Section 6.1 Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as well as the Articles of Incorporation and Bylaws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 6.2 Indemnification.** Any employee of the Association and each director and officer of the Association, shall be indemnified by the Association against all expenses and liability, including attorneys' fees reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, provided that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of said person's duties; provided further that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association and only to the extent covered by an Officer's and Board of Directors' Errors and Omissions policy. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

**Section 6.3 Severability.** Invalidation of any one of these covenants or restrictions or any part thereof, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Section 6.4 Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. So long as the Declarant maintains its Class B membership pursuant to Section 3.2 above herein, the Declarant shall be entitled to amend this Declaration as may be reasonably necessary in order to: (a) comply with any statutes, ordinances, rules or regulations of any government or quasigovernmental agency or authority, or (b) to meet the requirements of any private or government controlled mortgage agency, company or lending institution for the purpose of facilitating first mortgage loans secured by the Subject Property or any portion thereof. Thereafter, this Declaration may be amended during the first twenty (20) year period by an instrument approved and signed by the Owners of not less than ninety percent (90%) of the Lots and by not less than all of the First Mortgagees of the Lots, based on one (1) vote for each Mortgage held, and thereafter by an instrument approved and signed by the Owners of not less than seventy-five per cent (75%) of the Lots and by not less than seventy-five per cent (75%) of the First Mortgagees of Lots. Any amendment shall be duly recorded upon finalization.

**Section 6.5 Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

**Section 6.6 Gender.** The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural and vice versa when the context so requires.

**Section 6.7 Claims.** No claims or causes of actions shall accrue in favor of any person in the event of the invalidity of any provision in this Declaration or for failure of the Association or Declarant to enforce any provision hereof. This Section may be

pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

Section 6.8 Notices. Any notice required to be sent to any member or Owner pursuant to the provisions of this Declaration shall be deemed to be delivered when mailed postage prepaid to the last known address of the member or to the lot for which the Owner is a member.

Section 6.9 Annexation. Developer may from time to time within ten years after the date of the recording of this Declaration of Protective Covenants for The Reserve At Fishers Peak annex property Developer deems appropriate to the development by recording one or more annexation statements. Upon the recording of such Annexation Statement in the public records of Las Animas County, Colorado, all of the real property described in such Annexation Statement shall be deemed to be part of the development and subject to all of the terms and provisions of these Covenants.

In Witness whereof, the Declarant has executed this document this 9<sup>th</sup> day of February, 1999.

The Reserve At Fishers Peak, LLC

By: [Signature]  
LLC Business Manager

STATE OF COLORADO }  
COUNTY OF San Animas } ss

Subscribed and sworn to before me this 9<sup>th</sup> day of February, 1999 by [Signature] as LLC, Business Manager of The Reserve At Fishers Peak

[Signature]  
NOTARY PUBLIC

My Commission Expires: 10/28/2001



## **Architectural Control Committee Guidelines**

**Intent: To maintain the value, quality, and scenic beauty of all properties within The Reserve At Fishers Peak subdivision in regard to future improvements.**

Article IV – Architectural Control Committee, of the Declaration of Covenants, Conditions, and Restrictions of The Reserve At Fishers Peak states – “At all times the Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alteration within the Subject Property are in conformity with existing surrounding structures, and this Declaration and all rules and regulations as established by the Association.”

Section 4.9 further states “ The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion for aesthetic or other reasons; and in so passing upon such plans specifications and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and any unique characteristics of the Lot.”

Therefore, the Committee has set forth the following guidelines in regard to improvements on The Reserve At Fishers Peak as of September 1, 2001:

1. All building plans, including custom home kits, any outbuildings, fencing, and all landscaping must be approved by the Architectural Control Committee.
2. Visual impact on closest adjacent properties will be considered in all applications for approval.
3. Residences must be a minimum of 1500 square feet of living area.
4. All structures must meet City Codes.
5. Setbacks from front, side and rear boundary lines must be per city code with a minimum 15 foot side and rear setback.
6. Driveway location, and building site must be verified by licensed surveyor to eliminate any encroachments. Verification letter from surveyor must be sent to the Architectural Control Committee before approval of plans by the Committee.

7. Exterior materials must be stone, stucco, brick, or wood. Log structures must incorporate stone or brick in 25% of the exterior in order to be visually harmonious with the natural setting and surroundings.
8. Design of homes must include corners and angles so as to eliminate a "box" look. Design must be such that there is a look of proportion and balance.
9. The home design must not include any garage door, which is closer to the front lot line than the main pedestrian entrance to the house.
10. Colors on all structures, including roofing, must be natural shades to blend in and be harmonious with the environment.
11. Roof must be 6/12 pitch, and roof overhang (eaves) must be a minimum of 24".
12. Gabled roofs will be scrutinized more closely than hipped roofs in overall design.
13. Spanish style home designs must include parapet walls and undulation in heights and massing to replace 6/12 roof pitch requirement.
14. Design and construction of homes must include 2"x6" minimum top and bottom plates.
15. Outdoor lighting must be kept to a minimum, can not exceed 75 watts, not exceed height of 18" if placed on a post, or 66" above ground if attached to a structure. Outdoor lighting plans must be submitted for approval. Motion sensor lighting will be considered and approved based on direction of beams.
16. Satellite Dishes will be allowed if screened from view of adjacent properties and street.

Upon approval of plans by the Committee, the City of Trinidad Building Inspector will be sent an Architectural Control Committee approval certificate notifying them of covenant compliance.

**These guidelines are subject to modification by the Committee.**