

DECLARATION OF COMMON INTEREST COMMUNITY

OF THE

Piney Ridge Ranch

Piney Ridge Ranch Limited Liability Company, Declarant

December 3, 1998



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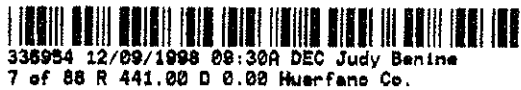
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Declaration of Common Interest Community

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THIS DECLARATION OF COMMON INTEREST COMMUNITY for the Piney Ridge Ranch, is made and entered into by Piney Ridge Ranch Limited Liability Company, a New Mexico Limited Liability authorized to do business in the State of Colorado ("Declarant") and is duly executed this 3rd day of December, 1998, and supersedes and takes the place of any existing Covenants oral or written for the Property.

WITNESSETH:

WHEREAS, Piney Ridge Ranch is a Colorado Common Interest Community of real property located in Huerfano County, Colorado, more specifically described in Exhibit A attached and incorporated herein which Exhibit is a copy of the subdivision plat of survey recorded under Reception Number 336558, Map Number 418, in Pocket 10, Folder 1, filed on November 13, 1998 with the Clerk and Recorder of Huerfano County, Colorado (the "Plat") and

WHEREAS, Declarant has improved the Piney Ridge Ranch by dividing it into no more than nineteen (19) separate Ownership Units, each denoted as a Lot as shown on the Plat.

WHEREAS, the Declarant shall, by concurrently recording this Declaration, along with the Common Interest Community Map for Piney Ridge Ranch, in Huerfano County, Colorado, create and submit the Ranch to the provisions of the Colorado Common Interest Ownership Act, §38-33.3-101 et seq., C.R.S. (hereinafter, the "Act") as a "planned community" and impose upon Piney Ridge Ranch mutually beneficial restrictions under a general plan of improvement for the benefit of Piney Ridge Ranch and the Owners thereof.

NOW THEREFORE, Declarant does hereby publish and declare that the Piney Ridge Ranch is, and shall be conveyed, hypothecated, encumbered, leased, used and occupied subject to the following terms, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan of Common Interest Community as described in the Act for the subdivision, improvement, protection,



maintenance and sale of Units denoted on the Plat and referred to herein as Lots within Piney Ridge Ranch. All of the following provisions are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of Piney Ridge Ranch. The terms, restrictions, covenants and conditions hereafter described shall be a burden and benefit to the Declarant, its grantees, successors and assigns and to each Owner of a Lot and shall, from the original date of recording in the records of the Office of the Clerk and Recorder for Huerfano County, Colorado, constitute covenants running with the land, binding upon and inuring to the benefit of all those who hereafter obtain any interest in the Property and individual Lots at Piney Ridge Ranch. Declarant and each Grantee of any portion of the Property or a Lot thereon accepts the covenants, restrictions and conditions in this Declaration, as it may be amended from time to time.

**ARTICLE I.
NAME AND DEFINITIONS**

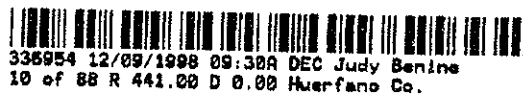
The name of this Common Interest Community shall be **Piney Ridge Ranch** (hereafter the "Ranch"), which is located in Huerfano County, Colorado.

As used in this Declaration, the terms hereinafter set forth shall have the following meanings unless the context otherwise requires:

1.1 **ALLOCATED INTERESTS.** "Allocated Interests" shall mean the percentage usage of the Common Expense of the Association and the number of votes allocated to each Owner.

1.2 **ARCHITECTURAL CONTROL COMMITTEE.** "Architectural Control Committee" (herein referred to as the "ACC") shall mean the Declarant during the period described in the Section 5 herein, and thereafter the committee appointed by the Association Board of Directors to review and approve drawings for the construction or modification of improvement on the ranch.

1.3 **ARTICLES.** "Articles" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time according to their terms.



1.4 **ASSOCIATION.** "Association" shall mean and refer to the Piney Ridge Ranch Property Owners' Association, a Colorado nonprofit corporation, its successors and assigns, whose purpose shall be to govern the administration of the Ranch. The association shall be organized in accordance with the provisions of §38-33.3-301 of the Act.

1.5 **BOARD OF DIRECTORS.** "Board of Directors" shall mean the governing body of the Association.

1.6 **BYLAWS.** "Bylaws" shall mean the Bylaws of the Association, which are adopted by the Association for the regulation and management of the Association, as the same may be amended from time to time, according to their terms.

1.7 **COMMON ASSESSMENTS.** "Common Assessments" shall mean the sums assessed against each Owners for the payment of Common Expenses.

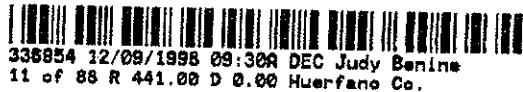
1.8 **COMMON ELEMENTS.** "Common Elements" shall mean all portions of the Ranch not within a Lot; all General Common Elements and Limited Common Elements as defined herein.

1.9 **COMMON EXPENSES.** "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with allocations to reserves.

1.10 **COMMON EXPENSE LIABILITY.** "Common Expense Liability" shall mean the liability for Common Expenses allocated to each Lot pursuant to §38-33.3-207 (1) (c) of the Act.

1.11 **DECLARANT.** "Declarant" shall mean, Piney Ridge Ranch Limited Liability Company and such successor or successors as may hereafter be designated by Declarant by written notice, duly recorded in the records of the County of Huerfano, Colorado.

1.12 **DECLARATION.** "Declaration" shall mean this Declaration, together with any supplements or amendments hereto, and also including, but not limited to, plats or maps, recorded in the offices of the Clerk and Recorder of Huerfano County, Colorado.



1.13 **DESIGN RULES.** "Design Rules" shall mean those rules and regulations promulgated by the Association to ensure that all improvements constructed within the Ranch to preserve and promote the interests of the Owners.

1.14 **DWELLING.** A "dwelling" is a structure that is constructed in compliance with the latest editions Uniform Building Codes adopted by the State of Colorado as a dwelling structure, within each Lot identified on the Map.

1.15 **GENERAL COMMON ELEMENTS.** "General Common Elements" shall mean all parts of the Ranch not identified as Lots or Units on the Map, except for portions which are identified as reserved for the exclusive use of an Owner of a particular Lot or Lots to the exclusion of all others (Limited Common Elements).

1.16 **LIMITED COMMON ELEMENTS.** "Limited Common Elements" shall mean a portion of the Common Elements allocated by this Declaration or §33-33.3-202(1)(b) of the Act for the exclusive use of one or more Lots but fewer than all of the Lots. Limited Common Elements shall include, by way of example and not limitation, that portion of any utility line, drainage facility, access drive or walkway serving only one or more Lots but less than all Lots.

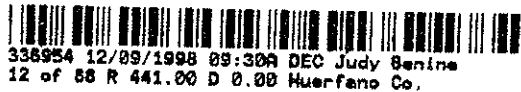
1.17 **LOT.** "Lot" shall be used interchangeably with Unit defined below.

1.18 **MANAGING AGENT.** "Managing Agent" shall mean the person declared by the Board to perform the management and operational functions of the Association.

1.19 **MAP.** "Map" shall mean the Map for Piney Ridge Ranch, appearing in the records of the Clerk and Recorder of Huerfano County, Colorado, and together with any supplemental Map or Maps hereafter filed.

1.20 **MORTGAGE.** "Mortgage" shall mean any security interest, which names as the Mortgagee or beneficiary under any Mortgage or Deed of Trust, or any successor to the interest of such person under such mortgage.

1.21 **MORTGAGEE.** "Mortgagee" shall mean any person named as the Mortgagee or beneficiary under any Mortgage or Deed of Trust, or any successor to the interest of such person under such mortgage.



1.22 OCCUPANT. "Occupant" means any person, other than an Owner, in rightful possession of any portion of a Lot, or the property whether as a guest or as a tenant, or otherwise.

1.23 OWNER. "Owner" shall mean a person, corporation, partnership, or other entity legally capable of holding title to real property that may hold legal title to a Unit or numbered Lot identified on the Map.

1.24 OWNER TURNOVER DATE. "Owner Turnover Date" shall mean the specific point in time at which Declarant must turn over control of the Association to other Owners. See Section 7.6 below.

1.25 PROPERTY. "Property" shall mean the Property known as the Ranch defined herein and set forth on Exhibit A hereto.

1.26 SPECIAL ASSESSMENT. "Special Assessment" shall mean the sums assessed against an Owner for costs other than payment of Common Expenses.

1.27 SPECIAL DECLARANT RIGHTS. "Special Declarant Rights" shall mean rights reserved for the benefit of the Declarant to perform the following acts: to complete improvements, if any, indicated on Maps and other instruments filed with the Declaration; to exercise any development right; to maintain sales and management offices and signs advertising Ranch; to use easements through the Common Elements for the purpose of making improvements within the Ranch; and to appoint or remove any officer of the Association or any board member during any period of Declarant Control and for such other rights as may be reserved and set forth herein.

1.28 UNIT. "Unit" shall mean a denoted Lot as depicted on the Common Interest Community Map and legally described and identified thereon, which is subject to individual legal Ownership by an Owner. *In this Declaration, and on the Map, and in any legal description of separate Ownership property, the terms Unit and Lot may be used interchangeably.*

1.29 STRUCTURE. "Structure" shall mean any single or multiple elements other than naturally occurring ground structures, feature (rock) or plant material, that is erected,



moved or constructed within the development that is over 30" in height at any point measured vertically from undisturbed natural grade on a Lot. A structure is illustrated by, but not limited to the following: **gates, walls, fences, poles, antennae, buildings, sheds barns, garages, dams, tanks, retaining walls and landscape structures.**

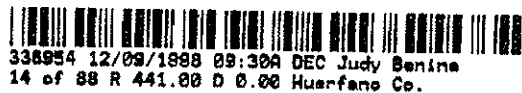
1.30 USE. "Use", for the purposes of Article XIII AMENDMENT AND TERMINATION, shall be considered the primary "use" assigned for the Development of the land and allowed under the overlaying zoning for the areas as described in Article 6.1 of this covenant. This covenant restricts uses, provides limits on activities, and places constraints on buildings but these limitations are not to be considered changing the underlying "use" of the development.

ARTICLE II. OWNERSHIP OF UNITS

2.1 DIVISION INTO LOTS. Declarant, by this Declaration has divided the Ranch into a Planned Community pursuant to §38-33.3-101, et seq. of the Act, by creating not more than nineteen (19) Units, each identified on the Map and each Unit throughout this Declaration referred to as a Lot. Each Lot consists of a separate interest in real estate.

2.2 MAP. Concurrently with the recording of this Declaration, there has been filed a Map pursuant to §38-33.3-209 of the Act which depicts: (a) the legal description of the Ranch and a survey thereof; (b) nineteen (19) Lots and the name and general location of the Ranch; (c) the measurements, location and general description with reference to the exterior boundaries of each Lot; (d) the location and legal description of all Common Elements and Limited Common Elements (if any) including all easements and rights of way; (e) an identification of initial Lots committed to separate Ownership; and (f) any other Map inclusions required by §38-33.3-209 et seq. and §39-33.3-205 (1) (e) of the Act.

The Map, and any supplements thereto, shall contain the statements of: (1)



Declarant submitting the Ranch to the provisions of the Declaration, and (2) an engineer and a registered land surveyor certifying that the Map fully and accurately depicts the layout, measurements and location of any improvements located upon the Property, the Unit designations identified as Lots, the dimensions of each Lot, and any other existing easements and or improvement.

The Declarant hereby reserves unto itself and to the Board the right from time to time, without the consent of any Lot Owner being required, to amend the Map and supplements which may be identified as consecutive filings thereto, to conform the Map to the actual location of any of the constructed improvements including Common Elements, and to establish, vacate and relocate utility easements and access road easements and to correct any deviations or errors therein. In interpreting any and all provisions of this Declaration or the Bylaws, the actual location of a Lot shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations from the location of said Lot indicated on the Map.

2.3 DESCRIPTION OF UNITS IDENTIFIED AS LOTS. The separate physical portion of the Ranch designated for separate Ownership is a Unit, and each is identified on the Map as a particularly enumerated Lot. Every contract for sale, deed, lease, mortgage or other interest shall legally describe a Unit by its identifying Lot number (as shown on the Map), followed by the words, "**Piney Ridge Ranch, a Common Interest Community, Huerfano County, Colorado**, in accordance with and subject to the Map and Declaration of Piney Ridge Ranch" along with actual identification and data as recorded. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise effect not only the respective Lot, but also the appurtenant easement rights in and to the Common Elements, and any exclusive easement right or use of particular Limited Common Elements. Each such description shall be construed to include a non-exclusive easement for ingress and egress over the Common Elements, non-exclusive use of Common Elements which are not Limited Common Elements, and any other easements, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created in this Declaration.



2.4 INSEPARABILITY. An Owner's easement(s), and other use rights in the Common Elements, obligations for Common Expense liabilities and votes in the Association shall not be separated from the Lot to which they are appurtenant.

2.5 NO PARTITION. The Common Elements shall remain titled in the Association and no Owner or any other person shall bring any action for partition or division of the Common Elements. Similarly, no action shall be brought for partition of a Lot between or among the Owners thereof. Each Owner expressly waives any and all such right of partition an Owner may have by virtue of Ownership of a Lot.

2.6 NO SUBDIVISION OF LOTS BY OWNERS. Except as provided is paragraph 2.7 of this Section, no Owner may further subdivide or affect a subdivision of any Lot into two or more Lots, and no portions less than the whole Lot shall be conveyed, bequeathed, divided or transferred by any Lot Owner or their successors, heirs, assigns or transferees.

2.7 EXCEPTION TO RESTRICTION ON SUBDIVISION: Provided that the ACC approves of the location of the proposed lot line and the subdivision is otherwise permitted by law, the owner(s) of each Lot that is currently over seventy (70) acres in area shall have the right to further subdivide those Lots; into no more than two Lots, neither which shall be less than 35 acres in size. The location of any new lot line may not create a non-conforming setback to any existing structures and shall not limit access to existing roads, easements and trails. If the improvements for a Lot over 70 acres have been constructed, and those improvements have taken advantage of the exceptions set forth in Section 4.5.2 hereof, the ACC shall not approve a further subdivision of that Lot. The ACC shall not approve a new lot within an existing parcel that will create a hardship on existing Lot owners within Piney Ridge Ranch. The Lot owner who applies for a subdivision of a Lot shall submit all information to the ACC that will allow it to make an informed decision regarding the effect the new Lot and development thereof will have on existing Lot owners. A proposed improvement plan including the location of the proposed primary residence site on both of the proposed new lots shall be included in the



submittals and established in the field.

2.8 SEPARATE TITLES AND TAXATION. Each Lot that has been created, together with its interest in the Common Elements, constitutes for all purposes a separate parcel of real estate and shall be separately assessed and taxed. Declarant shall give written notice to the Assessor of Huerfano County, Colorado of the creation of Common Interest Community Ownership of the Ranch, as is provided by law. The lien for taxes assessed to any Lot shall be confined to that Lot for delinquent taxes, assessments or other governmental charges and shall not divest or in any way affect the title to any other Lot. The taxes for the Common Elements assessed by the County for payment by the Association shall be reserved by the Association as proportionate assessments for Common Expenses allocated to each Lot.

2.9 LIMITED COMMON ELEMENTS. A part of the Common Elements may be restricted for use by fewer than all of the Lot Owners, with the expenses therefore allocated specifically to those users.

2.10 MEMBERSHIP IN ASSOCIATION. The Owners of record of each Lot shall be members of the Association. There shall be one vote for each Lot depicted on the Map. If there is more than one record Owner of each Lot, the vote(s) for said Lot, may be cast by the party so designated pursuant to the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

ARTICLE III EASEMENTS, LICENSES AND EASEMENT RIGHTS

Each of the Lot Owners has an easement over, under and across the Common Elements, or any appropriate portion thereof, for the purpose of access (ingress and egress) to Lot, and for all other appropriate and designated purposes; and such easement in and to the Common Elements is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be substantially



amended or revoked such a way as to unreasonably interfere with its proper and intended use and purpose.

3.1 UTILITIES. Any and all easements as may be required for utility services to adequately serve the Ranch and Lots shall be covenants running with the land. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Property.

3.2 PEDESTRIAN, EQUESTRIAN AND NON-VEHICULAR TRAFFIC. There shall exist easements for pedestrian, and equestrian traffic over upon, through and across all roads, trails, paths, and ways as the same may from time to time exist or be established by the Association upon the Common Elements. Easements for equestrian, and pedestrian traffic on Common Elements may be improved by the Association for such purposes, the same being for the use and benefit of the Owners, their respective successors, guests and invitees, for access and related purposes.

At the request of the Board or a majority of the Lot Owners, the ACC shall review standards and guidelines for use of all recreational hiking, bicycling and horseback riding easements. Consideration shall be made for signage, maintenance, appropriate width of riding or walking surfaces, and limitations of time of day that easements may be used if crossing occupied Lots. Under no circumstances shall motorized vehicles be allowed as appropriate uses on the recreational easements.

The Association of Lot Owners or their guests shall make no use until such time that the guidelines and rules have been established for use of these areas.

No Lot Owner may construct on or open, block or make inaccessible, any portion of the existing or future recreational easements.

3.3 ASSOCIATION GRANT. The Association hereby creates and grants to all Owners, their immediate families, guests and invitees, easements for ingress, egress, utilities, including but not limited to those necessary to provide power, electricity, telephone, water, and for all purposes set forth specifically in this Article III and described in this Declaration.

Declarant, for itself, its successors, assigns, nominees and for the Association



reserves the right to impose upon the Common Elements and easements granted herein, henceforth and from time to time, reasonable use regulations, maintenance operations, repair, replacement and modifications, including the right to place gates and snow fences along any road or driveway which is a part of the Common Elements.

3.4 EASEMENTS GRANTED BY ASSOCIATION. The Association shall have the power and be required to grant and convey to any third party, on behalf of any Owner(s) of a Lot, easements and rights of way in, on, over and under the Common Elements for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder, underground lines, cables, wires, conduits, or other devices for electricity, or other utilities, cable television, power, telephone and other purposes, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser by accepting a deed to a Lot expressly consents hereto; provided, however, that no such easements may be granted if the same would interfere with the use, occupancy or enjoyment by any Owner of his Lot, and any other easement(s) over the Common Elements appurtenant thereto, or any related facilities of the Ranch.

3.5 EASEMENTS DEEMED APPURTENANT. The easements, uses and rights herein created for an Owner, shall be appurtenant to the Lot of that Owner, and all conveyances or any other instruments affecting title to a Lot shall be deemed to grant and reserve the easements, uses and rights as are provided for herein, even though no specific reference to such easements, uses and rights appears in any such conveyance.

3.6 EMERGENCY EASEMENT. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons, not servicing the Ranch, to enter upon all streets, roads and driveways located in the Ranch in the performance of these duties.

3.7 EASEMENTS FOR ENCROACHMENTS. Pursuant to the provisions of §38-33.3-214 of the Act, if any part of the Common Elements encroaches or shall hereafter encroach upon a Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. In no event shall an easement for



encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Lot Owner, the Association, or a tenant.

3.8 RECORDED EASEMENTS AND EASEMENTS ON MAP. All recorded easements currently affecting the Ranch are set forth on the Map and any easement designated on the Map shall be deemed a grant of easement by Declarant burdening the land so indicated and benefiting the Ranch or such persons or entities that may be indicated.

3.9 EASEMENTS FOR DRAINAGE. An easement is hereby created in the Association to enter upon, across, over, in and under any portion of a Lot or the Common Elements for the purpose of improving, changing, correcting, or otherwise modifying the drainage of surface water.

3.10 EASEMENTS FOR HIKING, BICYCLING OR HORSEBACK RIDING. It is the intent of these covenants to allow free use of the roads for use by Lot Owners and their guests for use as easements for recreational hiking, bicycling or horseback riding. No prescribed easement is established across any Lot or Lots except those shown on the official Map a copy of which is attached hereto. Hiking, bicycling or horseback riding is permitted on the easement established for access into the development, the 40 foot the access easement across Lot 14 from the south to the N1/2 NE1/4 of section 11 and the 40 foot pipeline easement that extends from the eastern perimeter of Lot 4 to the west boundary of Lot 10. Recreational easements that follow property line boundaries shall be 40 feet in width measured from the boundary.

ARTICLE IV RIGHTS RESTRICTIONS AND OBLIGATIONS OF OWNERS

4.1 PURPOSE AND INTENT. In recognition of the commanding aspect, natural beauty and high value of the lands within the Ranch, it is the purpose and intent of these covenants, guidelines and restrictions to protect and preserve the character and overall beauty of the development for all Lot Owners. The covenants are to be enforced



and interpreted in a manner than will keep structures and other features of the built environment in harmony with the specific setting where they are placed and within the Community as a whole. In so far as possible, the Board and the ACC shall act to ensure that each Lot is developed and used in such a fashion that will result in the least disturbance to and detract from the natural environment and to the overall viewscapes from within and from without the Piney Ridge Ranch. Buildings on all Lots shall not be placed where they have a negative impact on the character defining features of the development and restrict the views of others.

The Declarant may identify selected site location(s) within each Lot for the purpose of defining a building envelope site. Other restrictions as to setback have been placed herein in order to restrict accessory uses and construction on other portions of each Lot for the benefit of all Owners within the development.

4.2 COMPLIANCE WITH DESIGN RULES. Each Owner, their guests, invitees, tenants and occupants shall comply strictly with all of the provisions of this Declaration, the Articles and By Laws and any Design Rules or Guidelines imposed by this Declaration or the Board, or those additional rules adopted pursuant thereto and any applicable laws or regulations of any appropriate sovereign body having jurisdiction in this location. Failure to comply with any of the same shall be grounds for an action for damage or injunctive relief or both, and reimbursement of all costs and attorney's fees incurred in the connection therewith, which action shall be maintainable by an Officer or Board of Directors of the Association in the name of the Association on behalf of the Owners, or in a proper case, an aggrieved Lot Owner.

4.3 ARCHITECTURAL CONTROL BOARD. No structure or part of a structure shall be erected, altered, placed or permitted to remain on any Lot other than those that have received specific prior written approval of the ACC as set forth in Article V below.

4.4 VIEWSCAPES - RIDGETOPS - THE ROCK WALL. The Ranch has distinct viewscapes, landforms and character defining features that make the property unique and distinguish each Lot based on the proportion of each type of landforms that are contained thereon. The landforms that are character defining under this covenant



include the ridge-tops that are defined generally as the highest portions of the development that occur on each Lot, and the rock wall formations are those that are generally on or near Lots 5, 4, and 13. (If these features are built upon or should portions of any construction obstruct these features, it would cause harm to the overall views to and from other Lots in the development.)

Other character defining features and viewscapes of the entire development include the view corridors that provide uninterrupted views from most Lots and community roadways to the Spanish Peaks, the rock walls, and to the Piney Ridge. These are considered under this covenant as primary character defining features that should be protected. View corridors to other off-property landforms and mountain ranges and town lights beyond are secondary views and are not strictly protected herein; but should be considered carefully by the ACC when assessing the impact of buildings and site improvements for.

The covenants herein limit and restrict the individual right to build in certain areas of the development, especially on ridge-tops, due to the sensitive nature of the landform and/or the potential negative impact on the viewscapes from other Lots or from public ways. The intent of the covenant is to encourage the development of structures that are lower in aspect and thus of lesser impact on the character defining features.

Exceptions and variances to these restrictions shall be strictly limited to severe hardship cases and only in those cases where it has been clearly demonstrated that there is no reasonable or feasible site or method of constructing elsewhere on the Lot without a variance.

Viewscapes, landforms and ridgetops shall be protected in the development by limitation of the height of structures, the limitation of the elevation at which a structure can be constructed relative to the surrounding landforms and by setting sufficient setbacks to prevent construction that will result in a negative impact on the character defining features of the development as viewed from within the Piney Ridge Ranch.

4.5 CONSTRUCTION OF PRINCIPAL RESIDENCE AND ACCESSORY STRUCTURES. The Lots shall be used primarily for residential purposes and secondary



uses that are generally associated with residential use.

Upon each Lot in the Piney Ridge Ranch Community five (5) structures may be erected, as follows:

1) **A Principal Residence** consisting of 1 detached single family dwelling, of not less than 2,000 of net interior heated floor area, together with such structures and outbuildings as are commonly and customarily appurtenant thereto, but strictly limited to the following:

2) **One Private Use Detached Garage** large enough to accommodate at least two cars but no more than four cars, and shall be used primarily for the purpose of storing vehicles. A garage shall be erected in conjunction with and simultaneously with all primary residences.

3) **One Accessory Use Building** may be built in addition to the garage but shall be not less than 700 S.F. or not more than 2,200 S.F. interior heated square footage; to be used for the private use of the Lot Owner as either a Studio or as a Guest residence. Any accessory building that contains over 1,200 S.F. of interior heated area shall also be required to have an attached 1-car garage, or the primary house garage shall have 1 additional bay solely for the purpose of storing a car for the Accessory Use Building.

4) Up to two (2) **Detached Agricultural Buildings** may be erected on a single Lot. The total gross square footage including roofed areas that are not enclosed by walls, for all accessory buildings, barns, kennel, or other animal facility approved under this title shall not exceed 5000 S.F. Provided however, no individual agricultural accessory building shall exceed 2800 S.F. of roofed area. Agricultural accessory buildings shall be subject to the design guidelines for the development and shall be designed to have common architectural elements, features and/or materials with other structures on the Lot so that that the structures on a Lot are visually harmonious with all other elements on the Lot.

4.5.1 ACCESSORY USE STRUCTURES: Structures that are connected or are architecturally allied by means of the use of walls, portals or other architectural features



shall continue to be considered as separate structures.

Decks, porches and accessory features that do not meet the definition of structure in this covenant shall not be calculated as part of the size limitations expressed above, but shall be reviewed for appropriateness of color and overall impact on the site. These elements shall be limited to a total cumulative size limit in all areas, of no more than 1/2 of the total heated square footage of the approved structure for which they are designed.

4.5.2 EXCEPTIONS: On Lots 6, 9, 10, and 15, each of which are over seventy (70) acres in size, the maximum size of the Accessory Building-Guest House/Studio Structure allowed for those Lots only is **3000 S.F.** of net heated square footage and the total square footage of the agricultural buildings is **6500 S.F.** of total roofed area.

4.5.3 LIMITATION OF STRUCTURES: Tents, Trailers, Mobile Homes, Recreational Vehicles, Basement, Shacks, Garages, Sheds, Barns or other accessory buildings or portions thereof shall not at anytime be used as a dwelling nor shall any residence of temporary character be erected. A tent may be used for a temporary period of time by the Owner or guest on a non-commercial basis for a period that is consistent with the National Forest Service guidelines for camping in the State of Colorado. (Generally fourteen (14) days continuous use, maximum).

4.5.4 TENTS: Recreational tents constructed for use by no more than six (6) persons shall not be subject to review by the ACC, unless the location of which is deemed to be a visual nuisance by the Board. No tent shall be erected nor shall camping activity be conducted in any area that is otherwise prohibited for construction of structures within this covenant, or on top of ridges. **Tents may not be used as permanent structures or dwellings.**

4.5.5 FIRE RESTRICTIONS: Due to the distinct possibility that life and property of the entire community could be endangered, open campfires are strictly prohibited at anytime on any Lot or in any other area within the development. Wood burning appliances in permanent structures may be used only if they are of a type and design that have been approved by the ACC to include spark arrestors and other features that intended to prevent fire danger for the community. Other restrictions on wood burning



appliances and fireplaces are addressed elsewhere in this covenant.

No fires shall be purposely ignited or maintained in fire pits, fireplaces, stoves or other wood burning devices during such periods designated as "high" fire danger in the area by the local Office of National Forest Service or by the Board.

4.6 LOT SETBACKS. No structure or portion of a structure, object, or landscape feature other than a driveway, fence or gate structure shall be erected, placed or maintained within the set back area restrictions listed below. Set back variances shall not be granted without proof of severe hardship resulting from these restrictions: Lots shall be considered to have a front lot line which shall be that boundary of a Lot that faces a road from which the access driveway to the Lot begins. In the event that a Lot is adjacent to two roads, the Lot shall be considered to have two front Lot lines. Rear Lot lines in all instances shall be those that are furthest away from the primary access to the property. A map is incorporated into this covenant that identifies the setbacks for each Lot and is to be used as the primary determining factor in case of a dispute with language that is contained herein. In general, the setbacks for the Piney Ridge Ranch are as follows:

Front Lot setback: 250 feet; except Lot 5: 125 feet

Side and Rear Lot Lines setback: 125 feet

Set back from designated trails or pedestrian and riding easements:
30 feet from the nearest edge of the easement.

4.6.1 SPECIAL RIDGE LINE SET BACK RESTRICTIONS: No structure shall be placed within **two hundred (200) feet** of the south property line of Lots 6, 9, 10, 13, 14; the west property line of Lots 10, 14, 15, a portion of the east border of Lot 6 and a portion of the south and west border of Lot 11, all as shown on the map attached hereto.

4.6.2 PRE-APPROVED BUILDING ENVELOPE SITE LOCATIONS: The Declarant may establish at least one building site upon each Lot that has been pre-approved for the purposes of building a primary residence and adjacent accessory structures under the design guidelines. The Declarant may also establish a driveway to a proposed building site that is to be used as the primary access to the structures on the



Lot. A Lot Owner may extend the driveway at his own expense to provide access to additional structures or other portions of the Lot. If any portion of a pre-established driveway is abandoned, the Lot Owner is responsible for re-covering and reseeding the abandoned road area to match the surrounding natural landscape. The purpose of the pre-approved building site location is to allow each Lot Owner to reasonably approximate and review the location of the primary structure on the adjoining Lots. The proposed primary structures may be located within **fifty (50) feet** of the pre-approved site pole used to mark the pre-approved site(s); however all portions of the proposed structures shall be in conformance with the covenant design limitations and guidelines that are in effect at the time that the construction begins. The ACC may consider alternate sites for the primary residence and other structures.

4.7 HEIGHT OF STRUCTURES. The overall height and mass of structures within the development shall be limited in such a manner that structures shall not overwhelm the site on which they are placed, and do not form visual barriers and distractions to the natural beauty from other Lots. It is the charge of the ACC to accept designs that merge rather than dominate the natural landscape.

4.7.1 GENERAL HEIGHT RESTRICTIONS: No structure within the Ranch Development shall be erected, placed or maintained which has a height measured to any point along the roof line or top of parapet (which ever is higher), that exceeds a height of **sixteen (16) feet** above the highest natural undisturbed ground line along the perimeter of the proposed structure. In addition, no portion of any structure shall exceed **twenty six (26) feet** total height above final grade at any point.

No building facade shall be constructed that averages over **twenty (20) feet** in height or **twenty six (26) feet** in length on a single plane. The average shall be calculated by taking the average of the following four measurements:

the greatest measurement in a single plane

the least measurement in the same plane

two other measurements in the same plane and at least three (3) feet way from the place of the greatest and least measurement, respectively.



The product of the total footage of the four measurements divided by four shall determine whether the facade meets the restrictions set forth in this Section 4.7.1.

All walls with offsets less than three (3) feet will be considered to be in a single plane.

Building walls shall be erected so that portions of a wall that are over **twenty six (26) feet** long will be interrupted by windows, porches or a minimum three (3) foot offset that reduces the overall impact of a blank wall. The ACC shall determine the number and size and appropriate dimensions of all elements that are sufficient to meet the goal of "breaking up" a solid blank wall.

Fireplace chimneys, vents and other feature that must exceed the roof line to conform to the Uniform Buildings Codes shall not be calculated into the height restrictions; however the height of these features must be limited to the minimal amount allowed by codes, typically **three (3) feet maximum**, and these features shall be painted or finished to match the predominate color of the building walls or finished in a manner that make them as unobtrusive as possible.

4.7.2 SLOPE: All structures, improvements or uses including roads shall be placed on portions of a Lot that are determined to be less than **thirty degrees (30°)** slope, except for approved fences.

No more than **fifty percent (50%)** of the area of an individual structure including portals, decks and platforms of any structure shall be erected on a slope greater than twenty degrees (20°) to thirty degrees (30°) slope and the remaining portion of a structure shall be erected on a slope under twenty degrees (20°).

The ACC may require that a Lot Owner furnish proof in the form of a licensed surveyor's statement that the proposed structure conforms with these covenants.

4.7.3 FLOOR ELEVATION: Structures are to be constructed so that the highest point on any structure shall be at least **thirty (30) feet** below the highest natural point within **three hundred (300) feet** of any point of the perimeter of the proposed structure. Structures located on generally low slope areas (less than twenty degrees (20°) may receive a waiver from the ACC of the restrictions of this Section 4.7.3 if the application of



the rule would cause the ground floor of the structure to be located below grade.

4.8 DESIGN OF BUILDINGS AND BUILDING MATERIALS. Structures shall be designed to blend with and not dominate the natural beauty of the development. Styles of architectures that are deemed to be acceptable include the Southern Colorado Territorial, Rural Mountain Vernacular, Southwestern Pueblo Revival and parapet design Territorial adaptations of the Pueblo Revival styles. Acceptable architectural styles shall be executed that utilize natural building materials and finishes such as Adobe, Stone, Natural Finished Wood Sidings, Logs and earth tone stucco finishes that range in color from medium tans to dark browns as the predominate wall materials and colors.

Designs that do not conform to a traditional architectural style may be permitted within the development only if the style of architecture that is proposed conforms to all other aspects and restrictions of height, materials, roof slope and site considerations, and if the ACC, determines that the structures are compatible.

Light colors and garish colors will not be approved on any portion of the structures except that white or lighter tones of color complimentary to the wall colors may be used under porches. Walls shall be in general monotone color with accents of natural materials such as natural stone.

Brick is not considered natural finish material for primary walls but it may be used as a trim or accent as deemed appropriate by the ACC.

Trim colors for porch details, window sashes, doors and other trim may be painted with one or two accent colors schemes as approved by the ACC.

Simulated natural materials such as light weight decorative veneer stone or simulated log pine sidings and low profile fiberglass shingles are to be considered only after careful consideration of a sample the actual product submitted to the ACC for review and it is determined that the product will not reduce the overall aesthetic standard for the community.

Wall murals, garish painted trim, or other decorative architectural features that do not enhance the natural beauty of the site, in the opinion of the ACC shall not be placed on any structure and shall be removed by the Owner immediately.

