

(c) No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.

(d) No parked vehicle may impede the safe and efficient use of the roads by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use their driveway or Community roads.

(e) 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 or conducted on or within the Property, unless it is done within a 24-hour time period or within completely enclosed structure(s) which screen sight and sound of the activity from the road and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.

Section 6.9 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association.

Section 6.10 No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others.

Section 6.11 No Hazardous Activities. No activities shall be conducted on the Property or within improvements constructed on or within the Property which are or might be unsafe or hazardous to any person or property. Owners shall hold the Association harmless from any claim resulting from any action of the Owner, and his or her tenants, guests or other invitees which results from any such activities conducted in violation of this Section.

Section 6.12 Restrictions on Clotheslines. Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no clotheslines, dog runs, drying yards or service yards shall be so located on any Lot as to be visible from a road.

Section 6.13 Restriction on Signs and Advertising Devices. (a) Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot except such sign or signs as may be approved in writing by the Association. (b) Signs intended to impact the outcome of an election must be displayed in

accordance with the Association's Rules and Regulations. (c) One professionally lettered "For Sale" or "For Rent" sign not to exceed three feet by two feet and one professionally lettered security or alarm system sign not exceeding one square foot may be displayed on a Lot. (d) A name plate of the occupant and a road number sign may be displayed on a Lot.

**Section 6.14 Outbuildings and Temporary Structures.** Except as hereinafter provided, no structure of a temporary character, including but not limited to a house trailer, tent, shack, or outbuilding shall be placed or erected upon any Lot, and no residence shall be occupied in any manner at any time prior to its being fully completed, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction, alteration, repair or remodeling of a residence, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. Additionally, in connection with the construction of a residence, a house trailer may be placed on the Lot for a period not to exceed 365 days. The work of construction, altering or remodeling any residence shall be prosecuted diligently from the commencement thereof until the completion thereof. Except as provided herein, no house trailers, tents, shacks, outbuildings or recreational vehicles may be used as a residence on any Lot.

**Section 6.15 Trash Removal Restriction.** No garbage, refuse, rubbish, or cuttings shall be deposited on any road, on any Common Area or on any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner. If trash removal is a service offered by the Association to Owners, then the Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners. All trash containers used outside on the Property shall be bear-proof.

**Section 6.16 Underground Utility Lines.** Except for those existing as of the date of the Original Declaration, all electric, television, radio and telephone line installations shall be placed underground, except that during the construction of any residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

**Section 6.17 Rules and Regulations.** In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed pursuant to the Bylaws. The Board of Directors may establish and enforce penalties for the infraction thereof.

**Section 6.18 Compliance with Governing Documents.** Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 6.19 Compliance With Other Laws. No unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 6.20 Restriction on Mining and Drilling. No Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth. Notwithstanding the above, the Association shall have the right to quarry rocks, stones, gravel and earth from the Property for use in maintaining the roads in the Community.

Section 6.21 Lots Not to be Subdivided. No Lot shall be subdivided, except for the purpose of combining portions with an adjoining Lot, provided that no additional building site is created thereby. Not less than one entire Lot, as conveyed, shall be used as a building site.

Section 6.22 Use of the Words Tres Valles West and Tres Valles West Owners Association. No Owner or resident shall use the words Tres Valles West or Tres Valles West Owners Association or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

## ARTICLE 7 ARCHITECTURAL REVIEW

Section 7.1 Required Approval. With the exception of improvements made by the Association on Common Area, for which approval is not required, no structure or any attachment to an existing structure, any building, fences, walls, canopies, awnings, roofs, exterior lighting facilities, athletic facility, antennas, or other similar improvements shall be constructed, erected, placed or installed upon the Property and no alteration of the materials or appearance (including color) of the exterior of a residence or other structure shall be made, and no change in the final grade of any Lot shall be performed, unless copies of plans and specifications therefor (said plans and specifications to show exterior design, height, materials, location of the structure or addition to the structure, as well as such other materials and information as may be required by the Architectural Review Committee) shall have been first submitted to the Architectural Review Committee and approved in writing by Board Architectural Committee, with input and recommendation from the Architectural Review Committee. The plans and specifications so submitted shall comply in all respects with the applicable building and zoning regulations of the County of Huerfano and the Planned Unit Development of Tres Valles West. An Owner may construct a six foot cedar privacy fence or a two or three split rail wood fence which does not exceed four feet in height measured from ground level without prior approval of the Board Architectural Committee; provided, however, that only a two or three split rail wood fence which does not exceed four feet in height shall be constructed on the boundary of a Lot which is contiguous to the Common Area. The Architectural Review Committee and the Board Architectural Committee shall exercise their reasonable judgment to the end that all

attachments, improvements, construction, landscaping and alterations to residences, other structures, and property, within the Property, conform to and harmonize with the existing surroundings, residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the Architectural Review Committee and/or the Board Architectural Committee may require that the applicant(s) reimburse the Association for the actual expenses incurred by the Architectural Review Committee and/or the Board Architectural Committee in the review and approval process. Such amounts, if any, shall be levied as part of the Common Expense Assessment against the Lot for which the request for Board Architectural Committee approval was made and, as such, shall be subject to the Association's lien for Assessments and subject to all other rights of the Association for the collection thereof, as more fully provided in this Declaration. Notwithstanding the foregoing, no Owner shall have the right to materially alter or modify any fencing, landscaping or grading within the Common Area.

Section 7.2 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of an improvement or any alterations to existing improvements, as more fully described above, including any changes to grade or any other disturbances or alterations to the surface of a Lot, until they have submitted improvement plans and specifications and received written approval from the Board Architectural Committee, with input and recommendation from the Architectural Review Committee;
- (b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement or alteration prior to the Board Architectural Committee's approval of a request and/or prior to the completion of an improvement or alteration. Failure to comply with such a request by an Owner shall result in the withdrawal of Board Architectural Committee approval, if previously granted;
- (c) Board Architectural Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;
- (d) Owners shall notify the Architectural Review Committee of completion of the improvement's installation, construction or alteration within twenty (20) days of such completion;
- (e) Upon completion of an improvement or alteration, Owners authorize the Architectural Review Committee or its representative(s) to enter onto the Lot for exterior inspection;
- (f) Failure of an Owner to notify the Architectural Review Committee of completion of an approved improvement or alteration, or refusal to allow inspection, shall result in the withdrawal of the Board Architectural Committee's approval;

(g) If the improvement as built or altered does not conform to the improvement or alteration as approved by the Board Architectural Committee, the Board Architectural Committee's approval will be deemed withdrawn, and upon written request of the Architectural Review Committee and/or the Board Architectural Committee, Owners shall, at their own expense and cost, promptly bring the improvement or alteration into compliance with the submitted and approved plans and specifications;

(h) In the event of withdrawal of Board Architectural Committee approval for any reason(s) cited in this Section, and upon written request from the Architectural Review Committee and/or the Board Architectural Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation, construction or alteration, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 7.3 Architectural Criteria. The Architectural Review Committee and the Board Architectural Committee shall exercise their reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Board Architectural Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of the exterior appearance of structures and improvements with neighboring structures, surroundings and landscaping, and conformity with the specifications and purposes generally set out in this Declaration

Section 7.4 Establishment of the Committees. The Architectural Review Committee shall consist of a minimum of three members appointed by the Board of Directors. The Board Architectural Committee shall consist of a minimum of three members, all of whom must be members of the Board of Directors, appointed by the Board of Directors. The Board of Directors shall have the authority to remove any members of the Architectural Review Committee and/or the Board Architectural Committee, at its sole discretion.

Section 7.5 Architectural Guidelines. The Architectural Review Committee may propose architectural guidelines from time to time, which guidelines may be approved pursuant to the Bylaws and included in or with any Rules and Regulations of the Association.

Section 7.6 Reply and Communication. The Architectural Review Committee shall review applications submitted for architectural approval as required herein to ensure such applications comply with the architectural criteria set forth in the Governing Documents. The Architectural Review Committee shall then issue a recommendation to the Board Architectural Committee within thirty (30) days of the receipt of complete plans and other materials which the Architectural Review Committee may require. In the event the Board Architectural Committee fails to take any action on submitted plans and specifications within ten (10) days after the Architectural

Review Committee issues its recommendation to the Board Architectural Committee, approval shall be deemed to be granted; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Governing Documents. All communications and submittals shall be addressed to the Architectural Review Committee in care of the Association.

**Section 7.7 Conditions of Approval.** As a condition of approval for a requested improvement, structure, architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such improvement, change, modification, addition or alteration. In the discretion of the Board Architectural Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

**Section 7.8 Commencement and Completion of Construction.** All improvements, structures, architectural changes, modifications, additions or alterations approved by the Board Architectural Committee must be commenced within one (1) year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Board Architectural Committee, unless the Board Architectural Committee gives a written extension for commencing the work; provided, however, any request for an extension shall not be unreasonably denied. If an extension has been granted and work has not commenced within two (2) years following the original date of approval by the Board Architectural Committee, then such approval shall be deemed revoked by the Board Architectural Committee; provided, however, the Board Architectural Committee may give a written extension for commencing the work so long as the plans and specifications comply in all respects with the most current applicable building and zoning requirements of the County of Huerfano and the Planned Unit Development of Tres Valles West. Additionally, except with written Board Architectural Committee approval otherwise, and except for delays caused by labor strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Board Architectural Committee shall be completed within eighteen (18) months of commencement.

**Section 7.9 Variances.** The Board may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines. The Architectural Review Committee shall make recommendations to the Board as necessary in relation to any request for a variance from an Owner. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

Section 7.10 Right to Appeal. An Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Board Architectural Committee to the entire Board of Directors. The Board of Directors shall review the decision of the Board Architectural Committee pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision of the Board Architectural Committee may be overruled and reversed on appeal by the Board of Directors by a written decision setting forth the reasons for the reversal when the Board of Directors conclude that the Board Architectural Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 7.11 Waivers. The approval or consent of the Board Architectural Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Board Architectural Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 7.12 Liability. The Board of Directors, the Architectural Review Committee, the Board Architectural Committee, and the members of thereof, as well as any representative of the Board designated to act on their behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board, the Architectural Review Committee, nor the Board Architectural Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements.

Section 7.13 Records. The Association shall maintain written records of all architectural approval applications submitted and all actions taken and decisions made with respect thereto. Such records shall be open and available for inspection and copying by any Owner and such Owner's designated agent(s) during reasonable hours of the business day according to any policy adopted by the Board.

Section 7.14 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver of the right to do so thereafter. In addition, or in the alternative, the Association shall have all other enforcement rights as set forth in this Declaration.

**ARTICLE 8  
INSURANCE/CONDEMNATION**

Section 8.1 Insurance on the Lots. Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot.

Section 8.2 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Section 8.3 Hazard Insurance on Common Area. The Association shall obtain hazard insurance covering loss, damage or destruction by fire or other casualty to any insurable improvements installed or made to any Common Area and the other property of the Association.

Section 8.4 Association Liability Insurance. The Association shall obtain public liability and property damage liability insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases covering all claims for death, bodily injury or property damage. Coverage shall include, without limitation, liability for death, personal injuries and operation of automobiles on behalf of the Association.

Section 8.5 Association Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

Section 8.6 Association Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 8.7 Directors' and Officers' Personal Liability Insurance. The Association shall obtain directors' and officers' personal liability insurance to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting as officers, directors, committee members or in acting at the discretion of the Board on behalf of the Association.



Section 8.8 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without prior written notice to all of the Owners as provided by Colorado law and to the Association.

(d) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first lien security interests at least ten (10) days prior to the expiration of the then-current policies.

(e) All liability insurance shall name the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.

(f) Prior to the Association obtaining any blanket policy of casualty insurance on any Common Area, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of any Common Area and any improvements thereon, without deduction for depreciation, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In the event the Association obtains casualty insurance on the Lots, then in no event shall that casualty insurance policy contain a co-insurance clause.

(g) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(h) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner.

Section 8.9 Other Association Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 8.10 Insurance Premium. Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 8.11 Annual Insurance Review. The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.

Section 8.12 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners and holders of first lien security interests as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association is not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 8.13 Duty to Repair. Any portion of the Community for which the Association is required to insure under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association, except as provided in the Act.

Section 8.14 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 8.15 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area unless the damage is caused by the negligent or willful act or omission of an Owner, his family, guests, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

Section 8.16 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. This Insurance Assessment shall not be considered an Assessment as discussed in this Declaration and shall not require any vote or ratification of the Owners.

Section 8.17 Damage to or Destruction on Lots. In the event of damage to or destruction of structures or improvements on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure and improvements in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

## ARTICLE 9 GENERAL PROVISIONS

### Section 9.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action or not in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association to pursue enforcement action or not shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Section 9.2 Attorney Fees. If an Owner fails to pay any Assessment as provided in this Declaration, the Association may require reimbursement from the Owner for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement from the Owner for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 9.3 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 9.4 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 9.5 Amendment of Declaration by Owners. Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least sixty-seven percent (67%) of the Members in the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Huerfano County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 9.6 Registration of Mailing Address. Each Owner shall register his or her mailing address with the Association, and all notices and demands intended to be served upon an Owner shall be sent to such Owner's registered mailing address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 109 West Main Street, Trinidad, Colorado 81082, until such address is changed by the Association.

Section 9.7 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 9.8 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 9.9 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.



ATTEST:

[Signature]  
Secretary

TEXAS  
STATE OF COLORADO )  
COUNTY OF Williamson ) ss.

The foregoing Declaration was acknowledged before me by Robney Gerik, as Secretary, of Tres Valles West Owners Association, a Colorado nonprofit corporation, on this 23 day of June, 2011.



[Signature: Kathryn L. Clark]  
Notary Public

My commission expires: 4/07/14