

**The Knolls Village Townhouse Association  
Covenants and Restrictions as Amended**

**ARTICLE I**

**DEFINITIONS**

SECTION I. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(A) "Association" shall mean and refer to THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION, its successors and assigns.

(B) "The Properties" shall mean and refer to all such properties as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(C) (*As Amended in 1976*) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Lots 108 and 109, The Knolls West - Filing No. 2 Amended, Arapahoe County, Colorado.

(D) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties as heretofore defined.

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

(F) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(G) " Architectural Control Committee" shall mean the committee appointed by the Board or Directors of THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION.

**ARTICLE II**

**PROPERTY SUBJECT TO THIS DECLARATION:**

SECTION I. The real property which is, and shall be, held, transferred, sold, conveyed and

occupied subject to this Declaration is located in the County of Arapahoe, State of Colorado, and is more particularly described on Exhibit A which is attached hereto and made a part hereof, all of which real property shall hereinafter be referred to as "The Properties".

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**SECTION I. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

**SECTION 2. Voting Rights.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section I. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

**Class B.** The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section I. Article III, provided that the CLASS B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) July 1, 1983.

### **ARTICLE IV**

#### **ANNEXATION OF ADDITIONAL PROPERTIES**

**SECTION I.** Annexation of additional property shall require the assent of two thirds (2/3) of the Class A members and two-thirds of the class B members in any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30

days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat. Annexation under this Section requires that consent of two-thirds (2/3) of each class of members.

SECTION 2. If within 7 years of the date of the incorporation of this Association, the Developer should develop additional lands within the area described on Exhibit B which is attached hereto and made a part hereof, such additional lands may be annexed to said properties without the assent of the Class A members, and said lands on the date of annexation shall be deemed a part of the properties, provided, however, that the development of the additional lands described on Exhibit B shall be in accordance with a general plan submitted to the Federal Housing Administration and Veterans Administration with the processing papers of the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration or the Veterans Administration prior to such development. If the Federal Housing Administration or Veterans Administration determine that such detail plans are not in accordance with the general plan on file, the development of the additional lands must have the assent of two-thirds of each class of members.

## **ARTICLE V**

### **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

SECTION 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot:

SECTION 2. Title to Common Properties. The Developer agrees to convey title to the common properties to the Association free and clear of all liens and encumbrances prior to the conveyance of any lot described on attached Exhibit A.

SECTION 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (A) The right of the Association, as provided in its Certificate of Incorporation and

by-laws, to suspend the voting rights and right to use of recreational facilities by a member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations and,

(B) The right of the Association to dedicate or transfer all or any part of The common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes or each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

*(Note: There is no subparagraph (C) in the recorded Declaration)*

(D) The right of the Association, in accordance with its Articles and by-laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said common properties and the rights of such mortgage in said common properties shall be subordinate to the rights of the homeowners hereunder.

SECTION 4. Any Member may delegate, in accordance with the by-laws, his right or enjoyment to the common properties to his tenants, or contract purchasers who reside on the property.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION I. Creation of Lien and Personal Obligation of Assessments and Special Assessment: Declarant for each lot owned within the properties shall be deemed to covenant and agree, and each owner of any lot, except those exempt under Section II of this Article, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association monthly assessments or charges and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, and said amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or special assessment is made. Each such assessment and special assessment, together with such interest thereon, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment

or special assessment shall not pass to his successors in title unless expressly assumed by them

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties.

SECTION 3. Basis and Maximum of Annual Assessments: Each lot shall, as of the date set under Section 8 hereof, be subject to a monthly assessment of not more than \$50. The Board of Directors shall fix the monthly assessment within the maximum amount and may raise or lower said monthly assessment amount within said maximum as they may deem necessary in their discretion. The initial monthly assessment is established at \$30 for each lot.

SECTION 4. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, the Association may change the maximum of the assessment fixed by Section 3 hereof provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided, that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

SECTION 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all lots, provided that, the rate set for the lots owned by Developer shall be fixed at one-third (1/3) the assessment rate for the other lots.

SECTION 7. Quorum for an Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If The required quorum is not

forthcoming at any meeting another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 8. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common properties. The Board of Directors shall fix the amount of the monthly assessment at least 30 days in advance of said commencement date and any change in the monthly assessment must be fixed by the Board of Directors at least 30 days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

SECTION 9. Effect of Non-Payment of Assessment: The Personal Obligation the Owner: The lien Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The Personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the Association may bring an action at law against the owner personally obliged to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the administrator of Veterans affairs, whether such contract is recorded or not. The lien of the assessment shall be superior to any homestead exemption now or

hereafter provided by the laws of the State of Colorado. Sale or transfer of any lot shall not affect the assessment liens. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from Liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All common properties as defined in Article I. Section I hereof.

## **ARTICLE VII**

### **PARTY WALLS**

SECTION 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this article. the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this article, an Owner who by his negligent or willful act causes the party wall to be exposed to The elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. Arbitration, In the event of any dispute arising concerning a party wall. or under the provisions of this Article, each party shall choose one arbitrator. and the decision shall be by a majority of all the arbitrators.

## ARTICLE VIII

### ARCHITECTURAL CONTROL COMMITTEE

SECTION I. Review by Committee No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot), flag poles, fences, walls, exterior lighting, or other improvements, shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways. the general plan of landscaping, fencing, walls and windbreaks, and the gardening plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. When furnished, only those house numbers and mail boxes which are installed by the Developer shall be used and maintained in the properties. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association.

SECTION 2. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the properties conform to and harmonize with existing surroundings and structures.

SECTION 3. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.

SECTION 4. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

SECTION 5. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

SECTION 6. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any owner within the properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.



**ARTICLE IX**  
*(As Amended in 2003)*

EXTERIOR MAINTENANCE

**Section 9.1. Association's Responsibilities.** The Association shall manage, operate, insure, maintain, repair and replace as necessary all of the following improvements within the Properties:

A. Common Areas. All Common Areas and improvements thereon, including, without limitation, identification and monumentation signs, landscaping, outdoor lighting, retaining walls, perimeter fences, and common parking areas, alleys, garage aprons, sidewalks, curbs and gutters, association streets and any drainage structure or facility or other public improvements required by local governmental entities.

B. Painting Exterior of Townhouses. Painting and preparatory work for painting (including minor repairs necessary to paint) the exterior of the dwelling and garage units, including entry and garage doors and the outside of the privacy gates, shall be performed by the Association. Each homeowner will pay to the Association a combined monthly fee for painting as well as Common Expense Assessments (ref Article 6.1.B). The amount of the monthly paint fee will initially be \$12.50 per month, commencing on Jan 1, 2004. This monthly paint fee will be deposited in an escrow account in the name of the Association and used for the sole purpose of painting the exterior of the dwelling units. The board of directors is authorized to adjust the monthly fee as necessary to cover the actual expected change in the cost for contracting the painting.

**Section 9.2. Owner's Responsibilities.** Except as specifically set forth above, each Owner shall maintain, repair and replace, as necessary, at their own expense, all portions of their Lot and the improvements thereon, including, without limitation, all glass, doors (including garage doors) and windows (including window frames, trim and shutters), siding, (including battens, soffit and fascia) roofs, gutters and downspouts, foundations, decks, patios, privacy fencing, railings, stairways and concrete flatwork other than the garage aprons. All such items shall be kept and maintained in a neat and attractive manner.

**Section 9.3 Owner's Failure to Perform.** Upon the owner's failure to carry out his or her obligation as required in section 9.2 above, the Architectural Control Committee shall issue the owner six (6) months written notice to correct the deficiencies. If the owner fails to correct the deficiencies in accordance with the notice, the Association shall be entitled to perform the necessary work on the Lot; and the cost of such work performed by the Association shall be assessed against the Owner's Lot, and shall be added to and become additional assessments owed by the Owner, subject to all of the provisions of Article VI hereof

**Section 9.4. Right of Access.** Any person authorized by the Board shall have the right of

access to all portions of any Lot for the purpose of performing emergency repairs, subject to the provisions of section 9.3 above, or to do other work reasonably necessary for the proper maintenance of the Properties, for the purpose of performing installations, alterations or repairs, provided that notification of entry is made in advance and that any entry is at a reasonable time. In case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Owner is present at the time.

**Section 9.5. Repairs Resulting From Negligence.** Each Owner will reimburse the Association for any damages caused intentionally, negligently or by the failure to properly maintain, repair or make replacements to a Lot or improvements thereon, together with reasonable attorneys fees incurred by the Association in the enforcement of this Article IX, and all amounts owed shall become a lien against such Owner's Unit and the Association shall have all rights to collect all amounts due in accordance with the Declaration. If damage is inflicted on any Lot or the improvements thereon as a result of entry thereon by the Association, except if the Association is exercising its rights under Section 9.4 above, the Association will be responsible to repair such damage.

## **ARTICLE X**

### **COMMON SCHEME RESTRICTIONS**

The following restrictions are imposed as a common scheme upon Lot and Common Properties for the benefit of each other Lot and Common Properties, and may be enforced by any Owner of Lot or of the Common Properties.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, or Common Properties, and not on any Lot unless placed in a suitable container suitably located.

No building material of any kind of character shall be placed upon any Lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently prosecuted.

No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road, or Common Properties.

Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so not to disturb the residents of the adjacent property.

Ornamental posts lights shall be designed to be in keeping with the lighting fixtures at the street or road corners.

No animals or poultry shall be kept on any residential lands within the Properties except ordinary household pets belonging to the household. Only signs advertising the sale or rental of a lot and which are approved by the Architectural Control Committee shall be allowed in the Properties.

No used or previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any lot within the Properties except during construction.

Boats, trailers, trucks, campers or commercial vehicles shall not be parked or maintained in the properties; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in the Properties, nor shall this restriction restrict trucks or commercial vehicles within the Properties which are necessary for the construction of residential dwellings or maintenance of the Common Properties.

None of the Lots may be improved, used or occupied for other than private single family residential purposes, other than the Common Properties; however, the Developer or Declarant may use one or more lots for temporary office building, and use the same as an office during the development and sale of the Lots.

No structure shall be built upon any Lot that exceeds a height of twenty-five feet.

The exterior colors of the individual townhouse are important to the architectural integrity of this planned unit development. No change of paint or stain colors is permitted. Repainting shall be with the same brands of paint or stain and with the same colors as originally applied.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

SECTION 1. Duration. The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten ( 10) years unless an instrument terminating these Covenants and restrictions signed by the then Owners of seventy-five percent of the Lots has been recorded prior to the commencement of any ten-year period.

SECTION 2. Amendments. These Covenants and restrictions may be amended during the first twenty years from the date of the Declaration, by an instrument signed by not less than

ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than sixty-seven percent (67%) (*as changed by Section 38-33.3-217(1), Colorado Revised Statutes on June 6, 2005*) of the Lot Owners. Any amendment must be properly recorded.

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

SECTION 4. Construction Easement. If any portion of an exterior wall of a residence is situated within three feet of any adjoining lot line, a valid easement shall and does exist, three feet in width along the adjoining lot and adjacent to the said lot line which easement may be used for the purpose of construction, reconstruction and maintenance of said exterior wall of a residence that is situated within three feet from the nearest point of said easement. The Owner of any lot subject to this easement shall not erect or build any structure upon or over said easement which will interfere with the purposes of said easement.

SECTION 5. Maintenance Easement. If any portion of a residence encroaches upon the Common Properties or upon the easement of any adjoining lot established under the provisions of Section 4 above, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist.

SECTION 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 8. Water Service. Every Member shall have water service provided to their Lot within the Properties served from the Association's common water meters.

SECTION 9. Separate Bank Account. The Treasurer will establish a bank account separate from the general account to be used exclusively for monies collected for the payment of water and sewer charges and for no other purpose.

SECTION 10. FHA/VA Approval. As long as there is a Class B membership, the following

actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants and restrictions:

**EXHIBIT A**  
*(As Amended in 1976)*

Lots 1 through 109, The Knolls West--Filing No. 2 Amended, Arapahoe County, Colorado.

**EXHIBIT B**

Section 25, Township 5 south, Range 68 west, of the 6th principal meridian, County of Arapahoe, State of Colorado.

**(End of Covenants)**

**Public Record of Covenants**

The original covenants and all amendments are recorded in the Arapahoe County Clerk and Recorder's office, except the change to Article XI, Section 2, on June 6, 2005 that was made by Section 38-33.3-217(1), Colorado Revised Statutes. The original Declaration of Covenants and Restrictions was recorded in Book 2485 Pages 256 to 276 on August 20, 1976. The original Declaration is all upper case letters; that was changed in the above document. The first amendment, titled, CERTIFICATE OF AMENDMENT, was recorded in Book 2491 at Page 631 on September 8, 1976. The next amendment was recorded as reception number 8323831B on October 30, 2003. It consists of 60 pages, the last 57 pages are signatures of lot owners. The text of the amendment is on the first 3 pages.

This document was prepared by Fred Langford.