

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS  
AND EASEMENTS FOR  
EQUINE MEADOWS

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DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
EQUINE MEADOWS

EQUINE MEADOWS, L.L.C., a Colorado limited liability company, (hereinafter called "Declarant") is the sole owner of real property which is described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Subdivision").

Declarant desires to place protective covenants, conditions, restrictions, reservations and easements upon the Subdivision to protect the Subdivision's quality residential living environment and also to protect its desirability, attractiveness and value.

The Declarant hereby declares that all of the Subdivision as hereinafter described, together with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and all of which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

ARTICLE I

COVENANTS TO PRESERVE THE RESIDENTIAL  
CHARACTER OF THE SUBDIVISION

Section 101. Property Uses. Except as provided herein, all single family residential Lots in the Subdivision shall be used exclusively for private residential purposes, and no dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single family residential dwelling. No trade, business, profession, commercial activity or other activity conducted for gain shall be carried on or within any Lot, except as provided in Section 107 and except that a home office for professional business, such as architects, accountants, lawyers, or as otherwise defined by the Approving Authority, may be permitted within a dwelling on a Lot so long as the operation or activity must not be apparent or detectable by sight, sound or smell, must conform to zoning codes, must be conducted by the Owner or a family member of Owner, must not employ at any time more than two persons who do not reside on the Lot, must not generate excessive traffic or parked vehicles, must not have any signs placed on the Lot, must not involve any retail, manufacturing, distribution, wholesale, storage or repair business, and must have received the prior written approval of the Approving Authority. The home office must not involve the solicitation of the residents of the Subdivision and must not constitute an offensive use as determined by the Approving Authority in its sole discretion.

Section 102. Structures. No Structure shall be erected within the Subdivision except single family dwellings and those Accessory Buildings and other Structures which have been approved by the Approving Authority. Other than a dwelling, no Structure, no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No Structure may be placed on any Lot except with the permission of the Approving Authority after its review and approval of the Structure's location on the Building Site and the Structure's compliance with these Covenants.

Section 103. Construction Type. All construction shall be new. No building previously used at another location nor any building or Structure originally constructed as a mobile dwelling or manufactured housing may be moved onto a Lot, except as expressly hereinafter provided for temporary buildings.

Section 104. Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

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Section 105. Substantial Completion. A Structure shall not be occupied in the course of original construction until substantially completed and approved for occupancy by the appropriate governmental authorities. All work of construction shall be diligently and continuously undertaken from the time of commencement until fully completed.

Section 106. Construction Completion. The exterior of all buildings or other Structures must be completed within one year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty days without permission of the Approving Authority, the Approving Authority will give the Owner thereof Due Notice of such fact, and if construction on such Structure is not diligently commenced within thirty days after such notice, the unfinished Structure or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner. Erosion control Structures must be installed prior to the commencement of any construction upon any Lot.

Section 107. Construction or Sales Offices. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by Declarant or with the written permission of the Approving Authority. Model homes may be used and exhibited only by Declarant or with the permission of the Approving Authority.

Section 108. Drilling Structures and Tanks. The only drilling Structures and tanks permitted shall be during the construction phase of a single family residential home, in order to place a household well and septic system in place. All tanks shall be installed underground and the surrounding area shall be left free and clear of debris and returned to its natural state, provided however, propane tanks may be installed if enclosed by a privacy fence approved by the Approving Authority.

Section 109. Easements.

a. Development Easements. There are hereby reserved to Declarant, its successors and assigns, perpetual, alienable, divisible and releasable easements and the right from time to time to grant easements to others over the Subdivision for the purposes of Declarant's development of the Subdivision, including without limitation, over, under, in and across fifteen (15) foot strips within each Lot along and adjoining each and all Lot Lines of each Lot for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes.

b. Utilities and Other Easements. Easements and/or non-build area for installation and maintenance of utilities, roadways, irrigation and drainage purposes and such other purposes incident to development of the Project and the adjoining properties are reserved to the Declarant, the Owners and Association as shown on the recorded Plat and described in this Declaration. If a purchaser buys contiguous Lots, or in the case of adjacent Lot Owners where a desire exists to change such easements, such easements may be so changed only with the written approval of the Association, and such easements must still be legally vacated pursuant to El Paso County requirements. New fencing or landscape elements may be constructed along property lines; however, such elements are subject to utility and drainage easements. In the event that a utility line or drainage feature requires maintenance, the respective authority may remove the Lot Owner's fence or landscape elements for access and maintenance and may not be required to replace such items.

c. Trail Easement. A non-exclusive easement is reserved for the Association and the Owners as shown on the Plat for the purposes of hiking/jogging and horseback riding (the "Trail Easement"). Bicycles, motorized vehicles (except as may be utilized for maintenance or permitted pursuant to other overlapping easements), and "horses for hire" are prohibited in the Trail Easement. Every Lot Owner, including their family members and guests (when accompanied by the Lot Owner or their family) shall have a right and easement of enjoyment in and to the Trail Easement which shall be a Common Area. Fences or other improvements which restrict or obstruct free movement through said Trail Easement are hereby prohibited. The Association may adopt rules which regulate and restrict the use of the Trail Easement.

d. Preservation Easement. An easement is reserved to the Association for the Preservation Easement as shown on the Plat which shall include the "pond access, drainage and maintenance easement". The Association shall maintain, repair, replace, regulate and operate the Preservation Easement, including without limitation, the maintenance, repair and replacement of drainage Structures located thereon. The Preservation Easement shall be used only by the Association and the Owners of Lots on which such easement is located, rather than all of the Owners who use the other Common Area.

Section 110. Underground Utilities. All utilities, except lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground.

Section 111. Maintenance of Drainage Structures. Unless maintained by the Association, the Owners of Lots 7-12 shall be responsible for the ownership and maintenance of the portion of any drainage Structure or dams, as shown on the recorded Plat, as located on those Lots.

Section 112. Common Area. The Common Area consists of the Trail Easement and any other easement or real property which is owned by the Association for the common benefit and use of the Owners. The Preservation Easement shall be maintained by the Association as if it were Common Area, even though such easement shall be used only by the Association and the Owners of Lots on which such easement is located, rather than all of the Owners who use the other Common Area. The Common Area is for the enjoyment of Lot Owners, immediate family members and their guests. Lot Owners and their guests will use the Common Area at their own risk and liability, and specifically hold harmless other Lot owners, their family, guests and the Association, regardless of other's actions, unless grossly negligent or wanton and willful misconduct. Each Lot Owner agrees to keep the Common Area in aesthetically pleasing condition and shall be responsible and liable for the expense of any damage done to the Common Area by him or her and their family members and guests.

ARTICLE II

DENSITY, SETBACK AND QUALITY STANDARDS

Section 201. Resubdivision. No more than one dwelling Structure and two (2) Accessory Buildings shall be erected or maintained within any Lot. The Accessory Buildings shall be of similar exterior finish as the primary dwelling or as approved by the Approving Authority. No Lot shall be subdivided into additional Lots without the prior written approval of the Approving Authority.

Section 202. Setback Areas. Dwellings shall be constructed within the "building envelopes" as approved by El Paso County for Lots 3-7 inclusive, as noted on the final Plat. Structures and buildings, including Accessory Buildings shall generally be placed or erected at least seventy-five (75) feet from any Lot Line fronting a roadway. Buildings and Structures shall generally be placed or erected at least thirty (30) feet from any side Lot Line and fifty (50) feet from any rear Lot Line. Variances from the suggested setback guidelines must be approved by the Approving Authority, but in no case shall setbacks be less than required by El Paso County. Setbacks shall be measured perpendicularly from property line to the overhang or projection line for any building. Except with approval of the Approving Authority, no building, porch, eaves, overhang, projection or other part of a building shall be located closer to Lot Lines than permitted by these Covenants or governmental requirements. The Approving Authority's approval may be given for (a) fireplace projections integral with the building; (b) eaves and overhangs; and (c) construction which extends less than one foot into the setback area and which the Approving Authority determines to be minor in nature and to be consistent with the Lot's shape, topography, and in the interest of superior design.

Section 203. Dwelling Area Requirements. No dwelling Structure shall be constructed unless the ground floor area, or footprint area of the main Structure exclusive of open porches, basements, and garages, is more than seventeen hundred fifty (1750) square feet for a one-story dwelling, and more than fourteen hundred (1400) square feet on the main level of a dwelling more than one story, whether split-level or otherwise. Minimum finished area for a two story home shall be at least twenty-two hundred (2200) square feet exclusive of basement. Attached two car

garages are required for all homes and shall be of size to accommodate not less than two full-sized cars, provided however, Owners may comply with this section by constructing one garage and one barn or workshop as permitted by the Approving Authority in its sole discretion as to size, design and location.

Section 204. Height Restrictions. No dwelling or other Structure shall exceed thirty-four (34) feet in heights or be more than two stories high. Height shall be measured from the highest finished grade contour at any point adjoining the foundation perimeter of the Structure to the highest point on the Structure exclusive of standard chimneys. Finished grade contour shall mean the ground contour established by Declarant during development of the Lots and existing immediately prior to commencement of construction of any dwelling or other Structure, or such other finished grade as may be approved by the Approving Authority.

Section 205. Roofs. All roof areas shall be of tile, slate, wood shake, copper and/or premium grade asphalt. Asphalt shingles such as T-lock or 3 tab will not be allowed. For asphalt shingles, the color must be approved by the Approving Authority. Other roofing materials may also be used, but only if approved by the Approving Authority.

Section 206. Building Material Standards. At least twenty percent (20%) of the front facade shall consist of stone, brick, or stucco or a combination of these materials. Siding such as aluminum, steel and vinyl, is not permitted. Lap siding shall be no more than six (6) inches. Aluminum, wood or vinyl clad or vinyl windows are permitted. All aluminum windows shall be anodized and painted or coated with a color to blend with or compliment the color of the dwelling. Gutters, if installed, shall be painted the same color as the adjoining trim color of the dwelling. Erosion control Structures must remain in place until disturbed ground has been returned to its natural state.

Section 207. Accessory Building and Yard Items. Accessory Buildings or Structures and yard items, whether movable or immovable, including without limitation, children's play or swing sets, basketball hoops, equipment or appliances, fountains, yard ornaments, stone figures, or above-ground swimming pools, shall be permitted only if approved by the Approving Authority in its sole discretion. Metal and pre-manufactured storage sheds will not be allowed.

Section 208. Antennas. Except as permitted by law, no aerial, antenna, satellite dish or other device for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building, nor shall they be maintained at any other exterior location unless screened in a manner approved by the Approving Authority. Plans for such Structures must be submitted to and approved by the Approving Authority prior to installation. If the Approving Authority disapproves, the party requesting approval may modify its plans to eliminate the Authority's objections and resubmit them for approval.

Section 209. Fire Resistant Materials.

- a. All roofing material shall be non combustible or fire resistive Class A, B, or C rated.
- b. All exterior walls shall have a fire resistance rating as required by applicable governmental requirements. Materials such as stucco, rock and brick shall be encouraged.
- c. All under-eaves vents shall be located near the roof line rather than near the wall. All eaves shall be boxed.
- d. All windows and patio doors shall be made of tempered safety glass or double pane glass. Exterior fire resistive shutters and interior fire resistant drapes or blinds shall be encouraged.
- e. Concrete patios and/or fire resistant decks are encouraged to create a setback safety zone.
- f. Builders shall be encouraged to minimize the number and size of windows and doors on the side of the house that would most likely be exposed to fire.

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Section 210. Owner Maintenance. Each Owner shall maintain the exterior of the dwelling, any Accessory Building and all other Structures, lawns and landscaping, walks and driveways, in good condition as determined by the Approving Authority, shall cause dead or diseased landscaping to be promptly replaced and shall cause such other items to be repaired or replaced as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted, sealed or stained periodically and before the surfacing has a weather-beaten or worn appearance as determined by the Approving Authority.

Section 211. Rebuilding or Restoration. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition; such rebuilding or restoration shall be completed with reasonable promptness and in any event within six months from the time the damage occurred.

Section 212. Fences.

Accent fencing consisting of 2, 3 or 4 rail fencing in cedar (standard grade split rail), treated lumber, vinyl or similar upgraded materials may be allowed and if permitted, may extend for fifty (50) feet on either side of the Lot's driveway, or to the nearest Lot corner which ever is shorter. For flag Lots, the accent fencing may extend for twenty-five (25) feet in both directions from each of the two entrance corners (along the frontage and along the flag stem) for a total length of one hundred (100) feet. New boundary fencing is permitted, except where prohibited in Trail Easements. New boundary fencing may consist of smooth wire or upgraded materials referenced above, but under no circumstances shall be barbed wire fences be constructed. Existing stock fencing on perimeter may be maintained in its existing condition. Alternatively, with adjoining property owners' permission, such existing fencing may be removed, or replaced, or repaired at the Owner's cost with fencing similar or better condition and properly aligned with legal property boundaries. Fencing around the boundary of the Subdivision, shall not be removed without the prior written approval of the Committee and the Declarant, neither of which shall not be responsible for or obligated to defend any adverse possession lawsuits based upon exterior boundary survey differences or fence encroachments. Privacy fencing shall be allowed up to, but not to exceed an enclosed area of twelve thousand (12,000) square feet. Allowed privacy fencing materials will be cedar in natural wood color with pickets up to six (6) feet in height and six (6) inches in width or as otherwise approved by the Approving Authority. Painting of privacy fencing will be allowed, with the approval of the Approving Authority, although cedar clear-coat or pigmented staining for weather-protection is encouraged. Dog runs may be allowed up to but not to exceed an enclosed area of 400 square feet, unless part of the privacy fencing or otherwise approved by the Committee, and may be a maximum of six (6) feet in height. Dog runs may be constructed with the same materials as privacy fencing with the addition of wire screen but will not be permitted at the street side of the homes

Section 213. Chimneys. All fireplaces and chimneys or other devices for open flames will be equipped with a spark arresting screen or other similar device acceptable to the Approving Authority.

Section 214. Driveways. All drives, driveways and walks for vehicular or pedestrian ingress and egress shall be constructed of black asphalt, concrete, decomposed crushed gravel or road base.

Section 215. Approval by Approving Authority. Homes shall be subject to review and approval by the Approving Authority, which may require that a one hundred dollar (\$100) non-refundable filing fee be paid with each submission, plus a five hundred dollar (\$500) refundable compliance fee. No home may begin construction until plans are approved in writing by the Approving Authority and erosion control Structures are in place.

Section 216. Relief from Violations. If any object, including without limitation, aerial, antenna, solar collection, satellite dish or other device or any fence, Accessory Building, improvements or vehicle, is installed or placed without the approval of the Approving Authority, or any action taken in violation of these Covenants, the Declarant or the Approving Authority or both shall have the right after Due Notice, but not the obligation, to enter the Lot in question and remove the object or correct the action. Declarant and the Approving Authority shall not be

offending object or correcting action, except for any such loss, cost or damage caused by Declarant's or the Approving Authority's gross negligence or willful misconduct. Declarant and the Approving Authority may delegate their entry and removal rights hereunder to agents and independent contractors. In the event Declarant or the Approving Authority elects to remove an object or correct the action pursuant to this section, Declarant or the Approving Authority will submit to the Owner of the Lot from which the object was removed, a written statement of the costs incurred by Declarant or the Approving Authority in removing the object or action corrected. These costs shall be paid to Declarant or the Approving Authority within twenty (20) days after receipt of such notice. If the costs of Declarant or the Approving Authority have not been paid after expiration of this twenty-day period, Declarant or the Approving Authority may thereafter record a lien against the Lot involved for all costs (including without limitation reasonable attorneys' fees) incurred by Declarant or the Approving Authority in removing the object or correcting the action and in collecting such costs and foreclosing upon the lien, which lien shall be junior to all other liens or encumbrances of records with respect to the Lot on the date this lien is recorded. This lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by Declarant or the Approving Authority in foreclosing the lien and collecting the amount due Declarant or the Approving Authority (including reasonable attorneys' fees and other expenses) shall be additional indebtedness secured by the lien.

Section 217. Compliance with Zoning and other Laws. In the construction of any Structure or use of any Lot, the Owner shall comply with any and all federal, state and local laws and regulations, all of which are incorporated herein by this reference and may be enforced as part of these Covenants. Such laws and regulations shall include, without limitation, the notes and restrictions of the recorded Plat and the subdivision regulations of El Paso County. All construction must also conform to the building codes, zoning codes and subdivision regulations of El Paso County and the Regional Building Department, which regulations may vary from the provisions of these Covenants; in the event of any conflict, the most restrictive requirements shall prevail and control.

### ARTICLE III

#### LIVING ENVIRONMENT STANDARDS

Section 301. Building and Grounds Conditions. Each Owner shall prevent the development of any unclean, unsightly or unkempt conditions or building or grounds on his Lot which tends to substantially decrease the beauty of the neighborhood as determined by the Approving Authority in its sole discretion.

Section 302. Garage Doors. All garage doors shall be equipped with automatic remote control openers and shall be kept closed except when being used to permit immediate ingress or egress to or from the garage.

Section 303. Maintenance Equipment. All maintenance equipment shall be stored in an enclosed building or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets. All Structures shall be approved by the Approving Authority.

Section 304. Clotheslines. All outdoor clothes poles, clotheslines or other facilities for drying or airing of clothing or household goods are prohibited, unless completely screened from view on adjoining Lots and public streets.

Section 305. Refuse. No ashes, trash, rubbish, garbage, grass or shrub clippings, animal waste, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside the residential dwelling or Accessory Building or so as to be visible from any neighboring property or street, except during refuse collections.

Section 306. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any Lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living units. No noxious noise or polluting or otherwise offense activities or commercial business activities, or manufacturing activity shall be carried on upon any Lot. Any exterior lighting on

any Lot shall either be indirect or of such controlled focus an intensity as not to unduly disturb resident of adjacent or nearby property. No trailbikes, minibikes, mopeds, motorcycles, all-terrain vehicles, snowmobiles or other such noise causing vehicles shall be operated within the Subdivision, except for the normal transit to and from residences. No activities shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable enjoyment of the persons on any or nearby Lots. No hunting of any kind by any form or device, nor the discharge of any type of firearm, explosive or fireworks devices shall be permitted. In no case shall any activity cause noxious or offensive odors, or undue vehicle traffic.

Section 307. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except for built-in speakers on the rear decks and for security devices used exclusively for security purposes, shall be located, used or placed on any Structure or within any Building Site.

Section 308. Weeds. All yards and open spaces and the entire area of every Lot whether or not a Structure has been constructed thereon, shall be kept free from plants, thistle or weeds infected with noxious insects or plant diseases and from weeds or thistle, which in the reasonable opinion of the Approving Authority or as specified by governmental authorities, are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which in the reasonable opinion of the Approving Authority causes danger of fire, pests or vermin. The Association will annually spray for noxious weeds in the Common Area and will require Owners to spray for noxious weeds on their Lots.

Section 309. Mowing and Pruning. In order to control pest, insect, weed and fire dangers and to prevent and remove nuisances, the Owner of any Lot whether or not a Structure has been constructed thereon, shall mow, cut, prune, clear and remove from the Lot any unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot. The Approving Authority has the right (but not the duty) to enter any Lot and perform this work after Due Notice to the Owner, at such Owner's expense.

Section 310. Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by any development or drainage plan approved by El Paso County or the Approving Authority for said Lot. Erosion control Structures shall be required prior to commencement of construction.

Section 311. Animals. No animals or livestock of any kind shall be housed, raised or kept on any Lot either temporarily or permanently, except that commonly accepted household pets and small 4-H pets as provided below, and up to four (4) large animals may be kept on each Lot for recreational purposes, provided however, that no animals are kept or maintained in violation of water provisions of the Augmentation Plan nor for any commercial purposes or stud services. Horses shall be kept within an approved enclosure (corral, stable or barn, and horse exercise runs) at all times when not being used for riding. Continued open grazing of horses outside such enclosures is prohibited because a Lot will not support even one horse or other large animal and the Lot would become unsightly with grazing uncontrolled and all vegetation destroyed, and further a dust problem may be created. No stables, barns, corrals, exercise runs, or any other Structure for the housing and feeding of horses shall be located or placed closer than fifty (50) feet to any home or to any adjoining Lot line, or closer than one hundred fifty (150) feet to any public street. The Approving Authority is empowered to make exceptions on Lots where the forgoing setbacks are not practical, provided however, in all such cases, the location of such facilities relative to other Lots and appearance from other Lots and public roads will be a major consideration of the Approving Authority. County regulations which may be placed upon location and maintenance of stable facilities, if more stringent, will control. Stables, barns and corrals will be of sturdy materials and finished construction, and complimentary to the design, color, construction and location of the residence. No such Structure shall be placed on any Lot prior to the construction of the residence. Unobstrusive earth colors (greens, browns, etc.) are encouraged. Stables, barns or corrals shall be situated away from the street side of any residence wherever possible. Barns, stables, corrals and horse exercise runs will not exceed a cumulative total of two acres in size. Corrals will have three (3) or more rails, or be constructed of sturdy fencing to ensure retention of horses. The top rail of a corral must be a minimum of four and one-half (4.5) feet above the surface of the ground. As is the case with any Improvements, all stables, corrals, or any Structure for the housing, enclosure or feeding of horses or other large animals shall be first approved in writing as to location, design and color by the Approving

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