

J. Patrick Kelly El Paso Cty, CO
06/13/2000 04:26 200068418
Doc \$0.00 Page
Rec \$110.00 1 of 22 

**DECLARATION OF
PROTECTIVE COVENANTS
AFFECTING THE REAL PROPERTY
KNOWN AS
HIGHLAND PARK
FILING ONE**

**TABLE OF CONTENTS
FOR DECLARATION OF PROTECTIVE COVENANTS
AFFECTING THE REAL PROPERTY KNOWN AS
HIGHLAND PARK**

RECITALS 1

1. INTENT 1

2. BUILDING TYPE AND USE 1

3. BUILDING SIZE 2
 A. Residence 2
 B. Accessory buildings 2

4. BUILDING LOCATION 2
 A. Setbacks 3
 B. Exceptions 3

5. TEMPORARY RESIDENCES 3

6. CONSTRUCTION 3
 A. Time of construction 3
 B. Construction debris 3
 C. Builder compliance fee 4
 D. Abandoned structures 4

7. PROPERTY OWNERS' ASSOCIATION 4
 A. Purpose 4
 B. Status 4
 C. Dues 4
 D. Authority 5

8. ARCHITECTURAL CONTROL 5
 A. Purpose 5
 B. Architectural Control Committee (ACC) 5
 (1) Composition 5
 (2) Liability of ACC 5
 (3) Records retained by ACC 5
 (4) Review Fee 5
 C. Procedure for obtaining approval of plans 6
 (1) No action before approval 6
 (2) Preliminary review before application 6
 (3) Submittal requirements 6
 (a) Site plan 6
 (b) Construction drawings 6
 (c) Material/color samples 6
 (d) Fees 6
 (e) Loan commitment 6
 (4) Repeating Home Plans 6
 (5) ACC review 6
 (6) ACC decision 7
 D. Authority of ACC 7
 (1) Approve or disapprove 7
 (2) Alter location 7
 (3) Prohibit 7
 (4) Grant variances 7
 (5) Monitor construction 8

9.	<u>ARCHITECTURAL DESIGN AND REQUIREMENTS</u>	8
	A. <u>ACC approval required</u>	8
	B. <u>Facing/Siding</u>	8
	C. <u>Color</u>	8
	D. <u>Chimneys</u>	8
	E. <u>Roofing</u>	8
	F. <u>Overhangs</u>	8
	G. <u>Roof mounted features</u>	9
	H. <u>Energy features</u>	9
	I. <u>Unusual designs</u>	9
	J. <u>Materials</u>	9
	K. <u>Driveways</u>	9
	L. <u>Mailboxes</u>	9
	M. <u>Fences and Antennas</u>	9
	(1) <u>Fences</u>	9
	(2) <u>Antennas</u>	10
	N. <u>Lighting</u>	10
	O. <u>Tree Planting</u>	10
	P. <u>Roundabouts</u>	10
10.	<u>WILDFIRE HAZARD REDUCTION</u>	10
	A. <u>Clearing of vegetation</u>	10
	B. <u>Building site treatment</u>	11
	(1) <u>Safety zone</u>	11
	(2) <u>Maintenance</u>	11
	(3) <u>Driveways</u>	11
	(4) <u>Burning</u>	11
	(5) <u>Fire protection devices</u>	11
11.	<u>EASEMENTS</u>	11
	A. <u>Utility and drainage</u>	11
	B. <u>Gas Line Easement</u>	12
	C. <u>Common use</u>	12
	D. <u>Wells</u>	12
	E. <u>Trails</u>	12
12.	<u>OBSTRUCTIONS TO VISION AT INTERSECTIONS</u>	12
13.	<u>REDIVISION</u>	13
14.	<u>NUISANCE</u>	13
15.	<u>REFUSE AND RUBBISH</u>	13
16.	<u>MAINTENANCE OF STRUCTURES AND GROUNDS</u>	13
17.	<u>SIGNS</u>	13
18.	<u>DRILLING</u>	14
19.	<u>CLOTHES DRYING AREA</u>	14
20.	<u>VEHICLE PARKING AND EQUIPMENT</u>	14
21.	<u>UTILITIES</u>	14
	A. <u>Underground</u>	14
	B. <u>Water</u>	14
	C. <u>Sewage disposal</u>	14
22.	<u>ANIMALS</u>	14

A.	<u>Permitted animals</u>	14
B.	<u>Cats and Dogs</u>	15
23.	<u>WATER AUGMENTATION PLAN</u>	15
A.	<u>Decree</u>	15
B.	<u>Wells</u>	15
C.	<u>Allowable use and withdrawal</u>	15
D.	<u>Authority</u>	15
E.	<u>Administration</u>	15
F.	<u>Amendment</u>	16
G.	<u>Water to HPA</u>	16
H.	<u>Water to lot buyers</u>	16
24.	<u>RIGHT OF DECLARANT</u>	16
A.	<u>Amend or revoke</u>	16
B.	<u>Other agreements</u>	16
C.	<u>Modify, change or delete</u>	16
25.	<u>TERM OF COVENANTS</u>	17
26.	<u>ENFORCEMENT</u>	17
A.	<u>Law</u>	17
B.	<u>Precedents</u>	17
C.	<u>Funds</u>	18
D.	<u>Liens</u>	18
28.	<u>NOTICES</u>	18
29.	<u>DECLARANT MAY ASSIGN</u>	18

J. Patrick Kelly El Paso Cty,CO 200068418
06/13/2000 04:26
Doc \$0.00 Page
Rec \$110.00 4 of 22

DECLARATION OF PROTECTIVE COVENANTS
HIGHLAND PARK

State of Colorado)
County of El Paso)

RECITALS

KNOW ALL MEN BY THESE PRESENTS:

That whereas Little London, LLC, hereinafter called Declarant, is the owner of Lots One (1) through Fifty-two (52) inclusive, Highland Park subdivision, Filing No. 1, situate in the County of El Paso and State of Colorado.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in said subdivision, said Declarant hereby declares to and agrees with each and every person who shall be or shall become the owner of any of said lots that, in addition to the ordinances of the County of El Paso, Colorado, they shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

NOTE: NO ALTERATION OF ANY LOT IN ANY WAY IS PERMITTED PRIOR TO WRITTEN APPROVAL BY THE HIGHLAND PARK ARCHITECTURAL CONTROL COMMITTEE (ACC). THIS INCLUDES WELL DRILLING AND DRIVEWAY OR SITE CLEARING/EXCAVATION.

1. **INTENT:** The intent of these covenants is to preserve Highland Park as an exclusive, high quality residential area of lasting value, and the covenants have been designed to that end. Property owners in Highland Park must be people who value quality, who will respect, uphold and observe the letter, spirit and intent of these covenants, who will insist upon their strict enforcement, and who are willing to share equitably and pay the expenses of legal enforcement, if necessary. The Covenants are a Contract that each Buyer signs and agrees to when they purchase their Lot(s). **These covenants contain more stringent requirements than County zoning and County rules and where conflict may exist, these more restrictive covenants will pertain.**

Protective Covenants establish the rules which people buying property in Highland Park agree to live under and uphold. It is important to recognize that responsibility for enforcement of the covenants rests solely with the lot owners in Highland Park. Every Highland Park owner is equally responsible for upholding and enforcing the protective covenants and paying to do so, if necessary. The Highland Park Architectural Control Committee (ACC) and the Directors of the Highland Park Neighborhood Association, Inc. (HPA) are the appointed or elected representatives of the lot owners, who will cooperate with and are obligated to support their decisions. Normally, the ACC simply ensures that construction is in conformance with the covenants and approved building plans, but the ACC and/or HPA may act to enforce the covenants. Neither Declarant, nor real estate representatives are responsible for enforcing or obligated to enforce the covenants, although the Declarant may do so.

2. **BUILDING TYPE AND USE:** All lots shall be known and described as residential lots and shall be used only for private, custom, site-built homes. Highland Park is intended only for new homes of harmonious design, materials, color and appearance to complement the natural terrain and other homes constructed in the subdivision. Mobile homes, manufactured/modular homes or similar buildings constructed elsewhere and moved onto a lot, site-built homes existing elsewhere and moved onto a lot, domes or other such homes of unusual architectural style, in the sole

and subjective opinion of the ACC, shall not be approved. No structure may be erected prior to construction of the residence. There shall be no more than two structures on any lot.

No structure shall be erected, altered, converted, placed or permitted to remain on any lot other than one single-family dwelling, and one accessory building for storing vehicles and equipment (utility sheds are prohibited), in keeping with the architecture of the principal residence, provided that such are not used for any commercial purpose, and subject to approval by the ACC, and the appropriate governmental building department. Outdoor playground equipment may also be permitted as approved by the ACC. Homes shall generally not exceed two stories in height; however, the ACC in its sole discretion is empowered to make exceptions based on site location, home appearance, or aesthetics. Structures shall not exceed thirty (30) feet in height, measured from the highest point on the building to the average grade level. Also, a reasonably sized area of lawn, garden and/or trees, not to exceed a combined area of five thousand (5,000) square feet, may be planted around the house and irrigated.

3. **BUILDING SIZE:** The minimum size of the dwellings is not the only criteria used in the decision to approve or disapprove plans. Plans which meet the minimum size requirement may be disapproved based on other criteria such as compatibility with other homes in the subdivision. The size of the dwelling is established primarily to reflect the Declarant's intent regarding the quality of the Highland Park development. Recognizing that size is not necessarily indicative of quality, the ACC may grant reasonable requests for minor variances to size criteria or give credit for special construction amenities when such variances and credits enhance the quality and compatibility of the structure within the Highland Park development. The ACC does not consider cost to a prospective homeowner in its determinations.

A. **Residence:** The finished enclosed above-grade living area of any dwelling, exclusive of a garage and porches, shall not be less than twenty two hundred (2,200) square feet for a one-story dwelling. For a dwelling of more than one-story, the ground floor finished living area shall not be less than 1700 square feet, and not less than 2800 square feet total, allowing for finished living area on the upper floors added to the main living area. Generally, if any portion of the structure is below grade, that portion will be treated as below grade square footage; however, in its sole discretion, the ACC may treat bi-levels or houses with garden/terrace/walkout basement entrances on one or more sides as single or multistory buildings depending upon their appearance, size, location and amount of finished interior space. Attached garages are required for all houses, and shall be of size to fit not less than three full-sized cars. Doors shall be kept closed and all vehicles parked inside (see also paragraph 20). Garages shall face the side or rear of the house, and shall not open toward the street where the driveway originates. Oversized garages with extra stalls are recommended as economical and practical shop and storage space for the extra equipment and vehicles which people often have. Outside parking of recreational vehicles (boats, RV's, trailers, etc.) is not permitted. Garages will be designed where possible to appear as part of the house.

B. **Accessory buildings:** Accessory buildings shall be not less than four hundred (400) square feet, nor more than one thousand (1,000) square feet in size (see also paragraph 20.C.). They shall have pitched roofs, be architecturally designed, and be of similar materials and colors to complement the main house. Accessory buildings shall normally be to the rear or side of the house.

4. **BUILDING LOCATION:** When the house plans are submitted, there shall be submitted to the ACC a separate plot plan showing the planned location of **all** improvements contemplated upon the lot, including especially the exact proposed location of the septic system and well. **The ACC may alter the site location** or deny construction if, in the opinion of the ACC, the proposed site location would unduly interfere with adjoining lots as to view, proximity of construction, the natural growth or terrain, or cause other potential interference with existing or proposed construction on

adjoining lots. Consequently, prospective purchasers should obtain site approval prior to expending money on soil and percolation tests. Buildings should be located on lots in such a way as to minimize damage to existing foliage and natural growth. The lots shall be maintained in their natural state as nearly as possible, except that mowing for fire protection and noxious weed control is encouraged.

A. Setbacks: The following building setbacks apply to all structures:

Front lot line	Side and rear lot lines	Briargate Parkway right of way	Septic systems (any part)	Well	Accessory buildings
Ninety (90) feet	Thirty (30) feet	Fifty (50) feet	Fifty (50) feet from any lot line, and one hundred (100) feet from any well.	Fifty (50) feet from any lot line	Same as for homes, but will normally be to the rear of the house.

B. Exceptions: Exceptions to the setback requirements are sometimes logical and may be made by the ACC in cases where the foregoing setbacks are not practical or extenuating circumstances exist, such as location of seasonably wet areas, drainages, pipelines, lot shape, etc., provided however, that any such exceptions must be requested in writing and granted by the ACC in writing. In all such cases, however, the location of such facilities relative to other lots and to drainage areas, and appearance from other lots and public roads will be a major consideration to the ACC. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of the building.

5. TEMPORARY RESIDENCES: No structure of temporary character, trailer, basement, tent or accessory building shall be used on any lot, temporarily or permanently. No barn or accessory building may be constructed prior to completion of the main dwelling. This does not preclude reasonable daytime use of an on-site construction office for a maximum period of twelve (12) months during the active construction phase, providing that a written permit with time limitation has been obtained from the ACC prior to moving such office onto the property.

In the case where a builder will be building multiple homes in Highland Park, that builder may utilize a temporary sales trailer for marketing its homes and lots, provided that the trailer is not unsightly and is approved in writing by the ACC prior to being moved onto the property.

6. CONSTRUCTION: If any lot is purchased from the Declarant utilizing Declarant's financing, no construction shall be permitted upon such lot until Declarant has been paid in full for said lot (as provided in the terms of the Declarant's Deed of Trust).

A. Time of construction: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the ACC, construction of that particular structure, shall be completed within twelve (12) months of the time such construction was initiated. The ACC may extend the time for completion under unusual circumstances, and any such time extension shall be in writing.

B. Construction debris: When construction commences on a lot, a trash container shall be provided, properly used and maintained by the owner of the lot and his builder. During construction, the owner and his builder shall use their best efforts to ensure that the lot is kept free of debris and trash, all of which shall be deposited into the trash container. The owner and his builder shall use their best efforts to ensure that no trash, construction materials or debris shall be allowed to migrate to

the property of others, and any such material which does shall be promptly cleaned up by the owner and his builder.

C. Builder compliance fee: In no event, other than inclement weather, shall final grading and clean up (debris, stumps, limbs, left over building materials, etc.) be delayed more than thirty (30) days after completion of a home; an occupied home shall be deemed completed. A builder's compliance deposit of \$500.00 shall be paid to the HPA at time of application for approval of house plans and shall be refunded to the payor upon satisfactory completion of the dwelling structure and compliance with the clean up and final grading provisions of this paragraph. The deposit will be refunded only after a satisfactory full inspection by the ACC of the completed home and homesite upon the request of the owner or payor; otherwise, it will be deemed forfeited.

D. Abandoned structures: If any uncompleted structure is abandoned, Declarant and/or the ACC shall have the authority to have removed or completed all or portions of such structures to prevent their being unsightly and a detriment to the area. Notice of intent to remove or complete will be mailed to the owner at his last known address, and shall be posted on the lot ten (10) days prior to such action and, in the event that such action becomes necessary, the owner of the lot shall be liable for all costs of such work, which costs shall constitute a lien which shall be recorded against said property, and shall be due and payable immediately and bear interest from date filed at the rate of eighteen percent (18%) per annum or two percent (2%) above the prime rate of UMB Bank of Colorado Springs, whichever is higher, until paid.

7. PROPERTY OWNERS' ASSOCIATION: Membership in the Highland Park Neighborhood Association, Inc., a Colorado non-profit corporation (HPA) is automatic with the purchase of property in Highland Park; **membership is mandatory** and a condition of ownership of property within Highland Park.

A. Purpose: The purpose of the HPA is to assume control of and responsibility for matters of common interest to all property owners in Highland Park when such responsibilities are formally relinquished by Declarant. Examples of HPA responsibilities are: architectural control through the ACC (see paragraph 8); maintenance and improvement of entrance sign(s) and perimeter subdivision fencing; ownership and maintenance of portions of Highland Park and continuing operation of the water augmentation plan.

B. Status: The HPA shall operate as a Colorado Non-Profit Corporation according to the provisions of its Articles of Incorporation and Bylaws. The HPA Rules and By-Laws, separate from these covenants, shall be provided to each purchaser at time of purchase. The HPA, shall be controlled by a Board of Directors consisting of three (3) or more Directors appointed or elected as set forth in the Bylaws of the HPA. The Board of Directors shall be responsible for implementation of all responsibilities of the HPA as set forth in the Articles of Incorporation, Bylaws and this Declaration of Protective Covenants.

C. Dues: Annual dues shall be required, in accordance with the Bylaws, which owners agree to pay promptly when due. Initial dues shall be \$200.00 per lot per year, unless an increase is necessary to pay for operation of the water augmentation plan, taxes, or special assessments, as determined by the Declarant, and afterwards shall be as determined and documented by the Board of Directors of the HPA. Dues shall commence being paid at the time of closing of each lot sold by the Declarant, and shall be due and payable at the beginning of each year thereafter. Each tract shall have one vote. Remaining original inventory tracts or repossessed tracts owned by Declarant, its successors or assigns, shall not be assessable, but shall carry one vote each. In the event of a tie vote, the matter at issue shall fail, a majority vote being necessary to approve the matter. However, if a tie vote involves an increase in dues solely for the maintenance of the augmentation plan, the increase shall be approved.

D. Authority: The HPA shall have a lien against all lots, the owners of which are delinquent for nonpayment of dues, late fees and assessments levied by the HPA, where such dues, late fees and assessments are in arrears by thirty (30) days or more. The HPA is empowered to file such lien with the El Paso County Clerk and Recorder, and such recording will not be considered slander of title, and such lien shall run with the land; provided, however, that if such lot is repossessed by Declarant, its successors or assigns, the lien shall become null and void and shall be released at that time by the HPA. The HPA may foreclose on the property if necessary to enforce payment of such lien.

8. ARCHITECTURAL CONTROL:

A. Purpose: The purpose of this covenant is to assure through intelligent architectural control of building design, placement, materials, colors and construction, that Highland Park shall become and remain an attractive residential community, and to uphold and enhance property values.

B. Architectural Control Committee (ACC):

(1) Composition: The ACC is composed of Declarant, its heirs, successors or assigns and two (2) other persons appointed by Declarant, who may or may not own property in Highland Park. After construction of fifteen (15) completed dwelling units within the subdivision, Declarant shall appoint one (1) member of the ACC from among the owner/occupants of said dwellings to serve for three (3) years, after which the owner/occupant member of the ACC shall be elected for a minimum three (3) year term by a simple majority vote of the HPA members. Declarant may thereafter appoint a second owner/occupant ACC member for similar initial term and subsequent election in similar manner, but is not obligated to do so. Declarant shall have the right to remain on the ACC until homes have been built on all lots; however, at its option and timing, Declarant may relinquish partial or full control to the HPA members at which time the terms and election of all such ACC members shall be subject to the vote of the members of the HPA in accordance with its bylaws.

Any elected member of the ACC whose performance is found objectionable by other members may be removed by a vote of a two-thirds (2/3) majority of the HPA members as provided in it Bylaws. In the event of the death, resignation or removal of any elected member of the ACC, the remaining ACC members shall have full authority to designate a successor to fill the remaining term.

(2) Liability of ACC: Neither Declarant, ACC, nor any persons acting therefor, shall be liable in damages to any person submitting requests for approval or to any lot owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests, or with regard to any other actions taken by the ACC under authorization of the provisions hereof.

(3) Records retained by ACC: The ACC shall maintain records of election of its members. It shall retain a complete file of applications, home plans, and location sketches until all structures applied for thereunder have been completed, and for at least five (5) years thereafter. If requests for additions are made, both the original plans and plans for said additions shall be kept until said additions are completed.

(4) Review Fee: A non-refundable architectural review fee of two hundred dollars (\$200.00) shall be paid to the Declarant or to the HPA after Declarant has relinquished full responsibility for architectural review to the HPA, along with submittal of plans to defray the administrative costs of the review process. No compensation, other than reimbursement of out-of-pocket expenses, shall be received by members of the ACC for services performed pursuant to this covenant.

C. Procedure for obtaining approval of plans:

(1) No action before approval: **NO CHANGES IN LOTS, CUTTING OF VEGETATION (NOT INCLUDING MOWING OF LOT), CONSTRUCTION OF DRIVEWAYS, WELL DRILLING, EXCAVATION OR OTHER CLEARING SHALL BE MADE PRIOR TO WRITTEN APPROVAL OF PLANS BY THE ACC.**

(2) Preliminary review before application: If the prospective buyer or owner believes that his plans may encounter objections, he should submit preliminary drawings and/or sketch, and request in writing a preliminary review prior to incurring the expense of having detailed architectural working plans drawn. Such preliminary review shall not constitute final action by the ACC.

(3) Submittal requirements: Owner (not owner's builder, if they are different) shall make written application on a standard form provided by and obtained from Declarant or ACC, which shall be submitted with the following attachments:

(a) Site plan: One (1) copy of a site plan, drawn to scale, showing the exact location on the lot of all proposed improvements (house, well, septic, leach field, entranceway, and accessory building, even if only contemplated for the future). Exact proposed setbacks from lot lines must be delineated (see also paragraph 4.). Access routes (driveways) to proposed structures and any fencing must be included. Topographic maps showing terrain lines are recommended. Owner must clearly stake out on the lot the footprint of proposed structures and route of driveways prior to submission of construction plans.

(b) Construction drawings: One (1) complete set of construction drawings for the building(s) detailing the floor plan, all side elevations, foundation and framing plans, and exterior building materials. Final blueprints normally will suffice if sufficiently detailed. All structures shall be designed and plans signed by a registered architect in the State of Colorado or by a qualified designer approved by the ACC. Plans and specifications shall be identical to the plans and specifications which are to be submitted to the Regional Building Department.

(c) Material/color samples: Exterior color and material samples (paint, stucco, brick, stone, roofing, etc.).

(d) Fees: Application shall be submitted with architectural review fee [\$200.00 per 8.B.(4)] and \$500.00 builder compliance fee [per 6.C.] to the ACC.

(e) Loan commitment: If the owner is the builder, not normally or fully engaged in the business of home building, the ACC may require the following to be submitted in form acceptable to the ACC: a letter of commitment from a lender guaranteeing approval of construction financing and/or permanent financing upon completion of construction, job specifications, and price estimate (construction take-off sheet), or other evidence of financial ability to complete the proposed improvements. The intent of this paragraph is to ensure to the extent possible that the applicant is financially capable of completing the proposed improvements, reducing the possibility of an abandoned or partially finished structure on a lot.

(4) Repeating Home Plans: If a builder repeats the same home plan some variation between the homes will normally be required to avoid the appearance of a "tract home" community where commonly repeated home plans create a "cookie cutter" subdivision. Varying elevations, reversing floor plans, using different exterior materials and colors are methods which may be used to achieve this goal.

(5) ACC review: After submittal, the ACC shall then meet to discuss, examine and consider plans, make field trips to the site, and approve or

disapprove all submissions in writing. ACC shall return a copy of the submission form with its determination and comments, as appropriate. The set of plans, site plan and material/color samples shall be kept in the files of the ACC, unless of impractical size in the case of materials such as stone or roofing samples. The ACC may require additional submissions of the owner prior to considering any application.

(6) **ACC decision: The ACC may take up to thirty (30) days to approve or disapprove any submission or resubmission.** Often, submissions will be resolved in less time, but owners should allow sufficient time to give the ACC time to thoroughly examine plans, make on-site inspections and make well-considered decisions. In the event that the ACC fails to approve or disapprove within thirty (30) days after receipt of any written submission, or in any event, if no suit has been filed to enjoin the construction prior to its completion, approval shall not be required, and the related covenants requiring ACC approval shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed and complied with. If approval is granted through default of the ACC, the home and other outbuildings must be built according to the submitted plan; any changes must be first approved in writing by the ACC. The foregoing notwithstanding, no plans shall be approved nor shall the above thirty (30) day automatic approval pertain, unless the owner is current on his dues to the HPA (see also paragraph 7).

A simple majority vote (2/3) of the ACC, as evidenced by their signatures on the submission form shall determine approval or disapproval. The ACC will coordinate and work in concert with each other and report their decisions as a group and not individually.

D. Authority of ACC:

(1) Approve or disapprove: The ACC is empowered to approve or disapprove in writing all plans for construction, site locations, clearing, plantings, fencing, additions to existing structures, remodeling that alters the exterior, replacement of roofs, changing of house colors and any other changes in the natural environment of lots or appearance of homes in Highland Park. Disapproval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds. If such submissions are disapproved, the ACC shall give written reason for said disapproval to applicant. The ACC may make other requirements of the applicant including, but not limited to, submission of additional plans, specifications, and material samples, and may require such changes as it deems necessary to conform to the overall intent as herein expressed.

(2) Alter location: The ACC shall have the right to alter site locations as shown on the submitted site plan, or deny construction if, in the opinion of the ACC, the proposed site locations will unduly interfere with adjoining lots as to view, intrusions of sound or light, sanitation, proximity or type of construction, actual or proposed, or unduly damage the natural growth and terrain (see also paragraph 4).

(3) Prohibit: The ACC may prohibit the construction of fences, houses, or any other improvements on or to any lot, and is empowered to order their removal if written application was not made by the owner, or if approval was not granted in accordance with these covenants, or if actual construction is different from the approved plans.

(4) Grant variances: The ACC, upon written request, shall have the authority to grant in writing, variances from the provisions of this Declaration of Protective Covenants as they apply to construction; to setbacks in cases of irregularly shaped lots, unusual terrain, limited or highly desirable building sites near lot lines; or other conditions wherein the strict enforcement of these covenants would result in unusual hardship. The ACC shall be the sole and exclusive judge of whether or not such hardship exists. It is the intent of these declarations that the ACC shall have broad discretionary powers hereunder (within the strictures of these covenants) and its

decisions shall be final and conclusive. The ACC shall resolve all questions of interpretation and these covenants shall be interpreted in accordance with their general purpose and intent as herein expressed.

(5) Monitor construction: The ACC, and/or its authorized representative, is empowered to enter onto the property without notice at any time between 7:00 a.m. and 7:00 p.m. during construction of the improvements for the purpose of monitoring progress, and to ensure that the improvements are being constructed according to the approved plans, and such entry shall not be deemed a trespass.

9. ARCHITECTURAL DESIGN AND REQUIREMENTS: In addition to the other requirements hereof, the following pertain:

A. ACC approval required: No building, accessory building, structure, walls, gates, hedges, fences, mailboxes, driveways, windbreaks, swimming pools, flagpoles, windmills, wind generators, water tanks, gas tanks, exterior lighting or other improvements shall be commenced, erected, converted, placed, added to, maintained or altered on any lot until the construction plans and specifications, to include design, height, material and color samples to be used, and a site plan showing the exact location of the structure(s), have been approved by the ACC in writing as to quality of workmanship and materials, harmony of external design with existing structure(s), location with respect to other structures planned, height, and as to topography and finished grade elevation. This requirement applies both to new construction and to subsequent changes, additions, repainting and major repairs or renovations. No construction of any such improvement shall be commenced until ACC approvals required by these covenants are obtained.

B. Facing/Siding: A minimum of approximately twenty-five percent (25%) of the exterior of the front of any dwelling shall be of masonry construction (e.g., brick, stone, stucco, or other material approved by the ACC) which is different from the primary exterior material. Exposed concrete on any structure shall be stuccoed, or covered with brick, stone, or other material meeting the approval of the ACC. Natural wood siding must be painted, not stained. Wood panel siding, such as T-111, plywood or Pelican board, and masonite or similar composition siding is not permitted. Concrete lap siding, such as Hardi-Plank is acceptable. Non-combustible exterior materials are recommended for building exteriors.

C. Color: Structural color schemes shall be compatible with the natural environment of the subdivision. **Subdued, unobtrusive natural or earth colors to blend with the background will normally be required, and color samples must be submitted with plans.** White, blue and yellow homes are generally not permitted, so buyers contemplating exterior colors in these shades should seek ACC approval prior to purchasing their lots or building their house.

D. Chimneys: Spark arrestors shall be required on all chimneys, and open fires in Highland Park are prohibited.

E. Roofing: Roof materials and color shall be consistent with the architecture, color, and exterior materials of any structure. Concrete or clay tile, slate, standing seam metal, and minimum 40 year warranty, 365 pound variety "random-cut" or other heavy dimensional composition shingles are permitted subject to approval by the ACC. Wood shake, T-Lok and 3-tab composition and cedar-shake shingles are not permitted.

F. Overhangs: The overhang (eave) of the roof on a structure shall normally be at least eighteen (18) inches. Depending on style, larger overhangs are often desirable to keep moisture from rain and snow away from walls and windows, as well as to enhance appearance and value. Depending on architectural style, the ACC has the discretion to approve or disapprove overhangs of other widths. Soffit and eave

vents should be placed close to the roof line, rather than near the wall, to reduce fire danger.

G. Roof mounted features: Roof mounted solar collectors, skylights and other unusual or energy conservation features should be custom designed and must be approved by the ACC. Roof mounted solar collectors shall match the slope of the roof to which they are attached.

H. Energy features: Energy efficiency is encouraged through well sealed and insulated construction and the use of passive solar design techniques. Solar collectors shall be located or screened so that reflections do not unreasonably defeat the intent of these covenants to maintain a natural environment. Wind-powered electrical generators are prohibited.

I. Unusual designs: Homes of unusual design may or may not be approved depending upon location and appearance, it being the intent of these covenants to establish an area of quiet, unobtrusive dignity and quality consistent with other homes in Highland Park.

J. Materials: All materials used in the construction, alteration or remodeling of any building shall be new and of good quality and design. Used materials of good quality may be used, provided they are first approved in writing by the ACC.

K. Driveways: Driveways must be of concrete or paved with asphalt between the home and property line. Asphalt paving is required between the public road and the property line. Driveways must be maintained in good condition.

In addition to obtaining approval from the ACC, owners must obtain a written driveway permit from the El Paso County Department of Public Works prior to connection of any driveway to a public road. Owners of lots are advised that the County has no responsibility for and will not snowplow or otherwise maintain driveways; such responsibility is solely that of the lot owner. Each driveway shall be clearly marked with address numbers made of brass, other metal, or ceramic, which shall be at least five inches (5") in height (or greater if required by the fire department regulations) and mounted on the standardized 42" (3½ ft) 6" x 6" treated and capped posts [see par. 10.B.(3)].

Driveway culverts shall be of corrugated metal and shall be at least eighteen (18) inches in diameter and twenty (20) feet long. Metal flared end extensions (vortex ends) with additional stone, rock, brick or other masonry treatment are required on all driveway culverts. Concrete or masonry headwalls also are desirable to prevent erosion and bent and exposed ends of culvert pipes and a consequently unattractive approach to a home. Driveway pilasters, if used, will be set on the house side of driveway culverts on private property and lights, if any, will be incorporated into them (as opposed to being mounted on top). Plans submitted to the ACC must include the manner in which the driveway shall be constructed, and **approval must be obtained from the ACC prior to any construction.**

L. Mailboxes: The Postal Service requires the use of centralized box units (CBU's), placed in various locations around Highland Park for the convenience of residents. Easements for the CBU and any adjoining parcel locker, as well as ingress and egress to the box by postal patrons and the mail carrier, are implied and exist on those lots adjacent to where the units are placed now or in the future. Plastic or other newspaper boxes are prohibited and are subject to removal by the ACC or HPA.

M. Fences and Antennas:

(1) Fences: Limited areas of total fencing will be permitted. Hedges may also be planted to enhance privacy. Unstripped bark posts and rails,

chain link and chicken wire fencing within the subdivision are prohibited. For purposes of pet control, underground electric fences, such as the Invisible Fence, are encouraged. Cedar split rail fencing and vinyl fencing in other than white color, which does not require painting (with or without a welded wire inside lining for containing pets) are recommended. Limited areas of privacy fencing, not to exceed six feet in height and up to approximately four hundred (400) square feet in area for purposes of screening small areas such as outside hot tubs will be acceptable. Other types of fencing, and reasonable size variances may be permitted in the sole discretion of the ACC.

Perimeter lot fencing is prohibited, and any fencing constructed shall be located to the rear of any dwelling. Existing fencing on the boundary of Highland Park shall not be removed, but may be replaced by new fencing and/or reset to conform to staked property lines. Accuracy of boundary fences is not assured. Neither Declarant, ACC, nor HPA shall be responsible for or defend against adverse possession suits based on survey differences between adjoining properties. **Fences must be approved in writing by the ACC prior to construction thereof. (See also paragraph 4.).**

These covenants do not preclude the erection of some manner of noise barrier fencing along the Briargate Parkway right-of-way under the following conditions:

a) Briargate Parkway is actually completed and placed into service as a through road. Owners of lots fronting Briargate Parkway and Braemer Lane realize that El Paso County owns those rights of way.

b) The barrier is constructed along all lots fronting the right of way at the same time (not built piecemeal).

(2) Antennas: Attic antennas inside the house (as opposed to roof antennas) are effective, are less vulnerable to damage and are encouraged. Tall or otherwise prominent and visible antennas are prohibited. Outside antennas may not be higher than the highest point of the roof line. Satellite dish antennas should be located in areas where they will be unobtrusive, and shall be painted if necessary and screened to blend in with the natural environment; they must be approved in writing by the ACC prior to installation. Satellite or wireless cable dishes shall be no larger than twenty-four (24) inches in diameter, unless larger dishes are required pursuant to FCC regulations regarding satellite and wireless cable antennas.

N. Lighting: Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring property. Outdoor lights will be focused. Lighted entry pylon and/or driveway lights will be of a type that can be turned on and off by the property owner, and sited so as not to annoy nearby lot owners. Such lights shall be turned off when not needed, and shall not be left on all night.

O. Tree Planting: Owners shall plant and maintain on their lot a minimum of five (5) trees of at least five feet in height, and at least ten (10) other trees (which may be saplings) of at least three feet in height, for a total of fifteen (15) trees, within one year after occupying any residence. If not so planted, the ACC or HPA may have such planting done at the expense of the lot owner, and may recover its cost as set forth in paragraph 26.C.

P. Roundabouts: The roundabouts are part of the road system dedicated to the County which requires their maintenance to be the responsibility of the lot owner; consequently, the HPA shall be responsible for all plantings on and maintenance of the roundabouts and for any necessary coordination with the Department of Transportation (DOT) of El Paso County.

10. WILDFIRE HAZARD REDUCTION:

A. Clearing of vegetation: Approval shall be obtained from the Declarant or subsequently, the ACC, to cut down or clear any trees on any lot, except dead or diseased trees. Owners of lots shall dispose of such cleared trees in a way to

prevent accumulations of brush, slash, stumps, trash, or other materials which may constitute a fire hazard or render a lot unsightly, provided, however, that this shall not operate to restrict purchasers from storing fireplace wood in neat stacks on their lots (stack away from house to reduce fire danger). Owners are responsible for prompt treatment or removal of trees infected by pine beetle or other insects which can kill trees within a year and might spread to adjacent trees and lots, and to reasonably contain any trees with slow parasitic growth such as mistletoe. In addition, owners are responsible for controlling and removing weeds declared noxious by governmental authorities and in accordance with El Paso County weed control rules and regulations.

B. Building site treatment: Owners in Highland Park should follow the following guidelines in their home design to reduce fire hazard. These guidelines are those of the local fire department, fire mitigation pamphlets and the County Fire Marshall, and although Highland Park generally is not wooded the following is pertinent.

(1) Safety zone: All buildings should have a thirty (30) foot defensible or "safety zone" in all directions. All brush within ten (10) feet of any building should be removed and replaced with an irrigated greenbelt (grass, flowers or shrubs) or noncombustible materials, such as rock, brick pavers or gravel.

(2) Maintenance: Grasses should be kept trimmed to 2 inches and well watered, roofs and roof gutters should be kept clear of pine needles and leaves, and firewood should be stacked uphill and at least ten (10) feet from structures. Dead limbs, leaves and grass clippings should not be allowed to pile up so they are unsightly.

(3) Driveways: Driveways should normally be cleared to a width of at least twelve (12) feet to create a fire break. All driveways and addresses shall be readily identifiable from the street, and shall be maintained unobstructed at all times (see also paragraph 9.K.). Since individual mailboxes are not permitted by the Post Office, address markers will be placed to the right front side (looking out toward the street) of each driveway. They will consist of 42" (3½ ft) above ground, 6" x 6" pre-treated (wolmanized) posts with caps to accommodate the required 5" address letters which will be mounted vertically. Black letters are suggested. If masonry pilasters are used the 5" letters may be mounted on the front or both sides of the right front pilaster.

(4) Burning: Open fires and on-site burning of trash, leaves and weeds are prohibited. Fireworks are prohibited. Motor vehicles shall be parked on noncombustible surfaces.

(5) Fire protection devices: All homes should be equipped with smoke detectors and should contain at least one 2.5 pound fire extinguisher maintained in accordance with the manufacturer's recommendations.

11. EASEMENTS: These easements run with the land; therefore, this paragraph may not be amended or deleted without the prior, written consent of Declarant, its successors or assigns, and completion of all legal requirements, including approval by any affected utility or governmental agency.

A. Utility and drainage: Easements for installation and maintenance of utilities, roadways, drainage and water augmentation facilities, and such other purposes incident to development of the property are reserved on, over and under a strip of land ten (10) feet wide along either side of all side and rear lot lines, and fifteen (15) feet along all front lot lines and twenty (20) feet along the subdivision boundaries, and as otherwise shown on the recorded plat. Owners shall not change the natural drainage, nor take any action inconsistent with the drainage plan of Highland Park. Lot owners are responsible for maintaining such easements on their property. If owner owns contiguous lots, easements and setbacks shall apply unless the owner formally vacates the common lot line through the appropriate government agencies. Lot owners are responsible for providing access to utility companies and other government

agencies who have reason to use said easements, and if damage is done to fences, shrubbery or plantings in said easements, lot owners have no recourse against said agencies, Declarant, HPA or ACC. No building or similar structure may be placed within the easements unless vacated by agencies involved, and approved by the ACC. It is recommended that they be kept open and unfenced.

B. Gas Line Easement: The Colorado Springs Utilities (CSU) maintains a natural gas line which crosses Lots 16, 17, 18, 19, 20, 21, 22 and 23; this subsection affects only those lots. No change may be made to this easement, or to any covenants relating to this easement, without the prior written approval of CSU. CSU shall be provided with a copy of any approved and recorded covenants, and any future amendments thereto.

1) The grade over the pipeline may not be changed by more than twelve (12) inches without the prior written approval of CSU.

2) Property owners must provide ingress and egress for CSU to operate, maintain and/or replace the pipeline and its accouterments. If fences are installed across the easement right-of-way, a twelve (12) foot wide gate to allow passage of equipment must be installed in each fence section crossing the right-of-way.

3) No permanent structures such as, but not limited to buildings, wells, septic tanks and/or leach fields, patios, swimming pools, decks, retaining walls, etc. are to be located within the easement right-of-way without the prior written approval of CSU. Any structures installed without prior written approval of CSU may be removed by CSU, and not be replaced.

4) Pipeline markers must remain visible and not be removed by property owners.

C. Common use: An easement is reserved on, under and over the fifty foot sight triangles shown on the subdivision plat at the southwest corner of Lot 15, the northwest corners of Lots 16 and 50, and the northeast corner of Lot 1 for erection, maintenance and use of subdivision entrance signage by the Declarant and the HPA. Should such signage result in additional taxes being levied on said lot(s), such additional taxes shall become the responsibility of the HPA, and not the owner of said lot(s). Declarant reserves the right, for itself or the HPA, to at any time construct and maintain fence along the exterior perimeter of any part of the subdivision, and along the south line of Lot 15 and the north line of Lot 16.

D. Wells: A non-exclusive easement in Tract A is hereby reserved by Declarant, its successors and assigns, for the construction, operation and maintenance of a well or wells and related equipment and structures to withdraw groundwater owned by Grantor, its successors and assigns, and/or owned by the Highland Park Association, Inc. underlying Highland Park, together with the rights of ingress to and egress from said well(s), and for the construction, operation and maintenance of pipelines and other utilities necessary for the transportation of the water produced therefrom and for the operation thereof, the location and extent of said easements to be determined by Grantor, its successors or assigns. Said Tract A may be used for any other purpose by Declarant, its heirs, successors or assigns, and only Declarant may change rules of usage on this property.

E. Trails: Easements for trails for the use of owners in all filings, present and future, of Highland Park are reserved as shown on the recorded plat. Owners are required to cut the grass along the trail on their lot, and the HPA shall be obligated to maintain the trail.

12. OBSTRUCTIONS TO VISION AT INTERSECTIONS: No fence, wall, hedge, tree, shrub planting or other structure which unduly obstructs lines-of-sight shall be placed or permitted to remain on any corner formed by the intersection of a driveway

or street with another street. The ACC shall be the sole and exclusive judge of whether said lines-of-sight are unduly obstructed.

13. REDIVISION: Further subdivision of lots in Highland Park is not permitted. If a lot line has been vacated, the affected property may not be again redivided into separate lots without the prior written approval of Declarant, in addition to meeting all of the requirements of any governmental entities. This is not intended to preclude replatting of lots for the purpose of affecting minor lot line changes.

14. NUISANCE: Nothing shall be done or permitted on any lot which may be or become an annoyance or nuisance to the neighborhood. No noxious, noise polluting or otherwise offensive activities or commercial businesses or trades shall be carried on upon any lot. Any exterior lighting on any lot shall either be indirect or of such controlled focus and intensity so as not to unduly disturb residents of adjacent or nearby property. Electronic devices (radios, televisions, stereo, etc.) shall not be operated at any time at volumes which are audible from other lots.

No motorized trail bikes, minibikes, motorcycles, all-terrain vehicles (ATVs), snow-mobles, or other such noise-causing vehicles shall be operated within Highland Park, except on public roads or on driveways. No activity shall be permitted which will generate a noise level sufficient to interfere with the quiet enjoyment of the persons on any adjoining or nearby lots.

No hunting of any kind, nor the discharge of firearms shall be permitted in Highland Park.

15. REFUSE AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall be kept at all times in a closed garage or placed in walled-in areas designed to blend in with the house, so that they shall not be visible from other lots, or from public streets. No trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon the premises and visible from public streets or reasonably from other lots within the subdivision (see also paragraphs 6.B. and 20). Bottled gas tanks for residential or accessory building use are prohibited; natural gas is installed and available in Highland Park.

16. MAINTENANCE OF STRUCTURES AND GROUNDS: Each owner shall maintain the exterior of the dwelling and any other structure, lawns, landscaping, walks and driveways in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces shall be repainted periodically and before the surfacing becomes weather-beaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawn, shrubs, trees, other landscape materials, fences, signage, mailboxes and outdoor lighting.

Owners shall mow their grass regularly, and in particular in late August or early September whereby a one-time cutting will maintain a park-like appearance throughout the fall, winter and spring and reduce danger of wildfire. Any owner who fails to mow prior to September 30 of each year hereby authorizes the HPA to perform or hire such cutting done, and agrees to pay for the actual cost of such cutting, plus an administrative fee of \$100.00 to the HPA for arranging the cutting. Payment shall be made on or before fourteen days after the owner is billed. If payment is not so made, the HPA shall have the remedies set forth in Paragraph 26 of these covenants. Alternatively, the HPA may elect to assume this duty, in which case the HPA shall have the mowing performed and paid for from the HPA treasury.

17. SIGNS: All signs displayed must be first approved in writing by the ACC. This covenant does not preclude the display of reasonably sized builder or real estate signs not to exceed approximately six (6) square feet in size which do not require

approval by Declarant or ACC. Declarant or ACC reserves the right to make exceptions to size requirements, or to require modification or removal of any signs deemed not in keeping with the area and subdivision decor. Declarant further reserves the right to erect and maintain entrance signs on lots at either side of or in the street at each entry point into Highland Park, along with gateways, posts, walls, signs, fences and other structures and erect such signage as it elects, both to permanently identify Highland Park and to market it. In addition, the Declarant reserves the right to place signs on any lot in the subdivision as Declarant deems necessary for safety, traffic guidance, instruction, etc, and purchasers of lots in Highland Park agree thereto. Funds from the HPA treasury may be used to maintain any entrance signs, structures and fencing.

18. DRILLING: No oil or mineral drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall gas or oil wells, tanks (underground or overhead), tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. CLOTHES DRYING AREA: Exterior clotheslines are prohibited, unless totally screened from view. The ACC or HPA shall be the sole determinant of compliance.

20. VEHICLE PARKING AND EQUIPMENT: No boat, trailer, camper (on or off the supporting vehicle), tractor, commercial vehicle, van, mobile home, motor home, motorcycle, any towed trailer, truck or other vehicle shall be stored or parked within the subdivision, except in a completely enclosed approved garage or accessory building. Three car attached garages are required (oversized or even larger garages are recommended). The intent of this covenant is to prevent clutter and enhance natural appearance (see also paragraph 3).

21. UTILITIES:

A. Underground: All utility lines, including service lines of whatsoever kind or nature, shall be underground on all lots within Highland Park, excepting that existing poles and lines, if any, may or may not be removed and placed underground by Declarant. It shall be the responsibility of each owner to extend service from existing lines to his house.

B. Water: Water shall be provided by individual, metered wells, to be constructed and operated in accordance with the augmentation plan described in paragraph 23. Each owner shall be responsible for the construction and maintenance of his own well, for the connection of the well to his house, and for reporting on water use as necessary to appropriate authorities. No owner may construct a well in Highland Park except with a well permit approved by the State Engineer pursuant to the augmentation plan.

C. Sewage disposal: Sewage disposal for Highland Park will be provided by means of individual septic tanks and leach fields, to be constructed and maintained by each owner. No evaporative septic systems shall be permitted. Engineering may be required on some lots, which is the responsibility of lot owners to identify and resolve at their expense.

22. ANIMALS:

A. Permitted animals: No animals or livestock (pigs, goats, sheep, poultry, ostriches, rabbits, horses, cattle, llamas or exotic animals) of any kind shall be housed or kept on any lot or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No more than four domestic pets may be kept or housed on any lot.

B. Cats and Dogs: Cats and Dogs shall not be permitted to run loose and shall be kept under control of owners at all times. Kennels for the commercial raising, breeding and boarding of animals are prohibited. Under no circumstances will dogs be allowed to run loose in the neighborhood. The use of underground electric pet containment (invisible) fences in lieu of conventional fencing is strongly recommended. At all times, dogs will be kept in a manner which precludes barking from becoming a nuisance to other lot owners. At night, dogs shall be confined to structures which prevent noise from barking to be heard on other lots.

23. WATER AUGMENTATION PLAN:

A. Decree: All lots in Highland Park shall be subject to the decree for the Little London, L.L.C. augmentation plan entered by the District Court for Water Division No. 2 in Case No. 97 CW 148 (Water Division No. 2) (the "augmentation plan"), which provides for use by owners of tributary or non-tributary water from aquifers under Highland Park.

B. Wells: Each owner shall be responsible for obtaining a permit for a well to provide a water supply to his dwelling and for constructing and operating such well. Well permits for each lot must be submitted to the Division of Water Resources, Office of the State Engineer for approval. Normally well drilling companies furnish the required well application form, assist in its preparation and can provide information on types of casing, pumps, etc. Lot owners may contact a ground water consultant of their choice for specific recommendations as to depth, casing, casing diameter and pumping equipment. All wells shall be constructed and operated in compliance with the augmentation plan and the permits for such wells. The State Engineer, Declarant or the HPA may require that a well be geophysically logged when constructed, so as to provide information necessary to the augmentation plan. A copy of any such geophysical log shall be provided by the owner to the Declarant or HPA at no charge. Each well must be individually metered to enable annual determination of the actual number of gallons of water. **Owners shall keep records of their use.**

C. Allowable use and withdrawal: No more than 0.56 acre feet of water shall be withdrawn annually from each well in Highland Park. A combined area of lawn, vegetation and garden not to exceed 5,000 square feet is permitted to be irrigated. Septic systems shall be of the non-evaporative type.

D. Authority: The Declarant (and subsequently the HPA) is hereby authorized to administer and enforce, or contract for administration and enforcement of the augmentation plan for Highland Park under the terms of said plan and shall be reimbursed by the HPA, or by individual lot owners, as appropriate, for the costs thereof. Among other things, the decree requires that an annual survey be made of the actual irrigated acreage upon each lot in Highland Park, as permitted in paragraph 2 hereof, and that annual reports be made to the Division Engineer of Water Division 2. **Each owner shall provide to the appropriate administering authority the information necessary to enable the reports to be filed in a timely manner.**

E. Administration: Declarant, at its timing and discretion, shall turn over responsibility for administering and enforcing the augmentation plan to the HPA by the transfer, assignment, lease or other appropriate document(s) to the HPA of an interest in the augmentation plan and an augmentation water supply sufficient to provide for the operation of the wells for Highland Park under the augmentation plan, and by the assignment to the HPA of any contract which Declarant has entered into providing for the administration or enforcement of the augmentation plan or the operation of the augmentation water supply, and the HPA shall be obligated to accept same. Upon such transfer, assignment or lease, the HPA shall hold such interest in the augmentation plan and the augmentation water supply for the benefit of all lot owners, shall assume the responsibility for administering and enforcing the augmentation plan, and shall take all necessary actions to insure protection of water and well rights for all lot owners pursuant to the augmentation plan, including pursuing and maintaining all

further action required under the augmentation plan, and Declarant shall have no further liability or responsibility with regard to the plan or its operation and enforcement.

The HPA shall be responsible for all obligations and costs associated with possible replacement of pumping and/or post pumping depletions, including drilling, equipping, operating and maintaining any well or wells and associated infrastructure that may be required to deliver the reserved Arapahoe and/or Laramie-Fox Hills groundwater to the appropriate stream system.

F. Amendment: No changes or deletions to this Paragraph 23 may be made which may alter or in any manner compromise the water augmentation plan or the water rights of either Declarant or Highland Park lot owners.

G. Water to HPA: Declarant, its successors and assigns, shall reserve in any deeds of the property the nontributary Arapahoe Aquifer and Laramie-Fox Hills Aquifer waters decreed in both cases Nos. 97CW 148 and 95CW188 (Water Division No. 2) to be used in the plan for augmentation, and shall convey by recorded deed these reserved nontributary Arapahoe Aquifer and Laramie-Fox Hills Aquifer water rights to the HPA for use in the augmentation plan. Those amounts are believed to be as follows:

97CW148 7,100 acre feet (71 acre feet x 100 years) in the Laramie-Fox Hills Aquifer
11,200 acre feet (112 acre feet x 100 years) in the Arapahoe Aquifer

95CW188 6,640 acre feet (66.4 acre feet x 100 years) in the Laramie-Fox Hills Aquifer
1,950 acre feet (119.5 acre feet x 100 years) in the Arapahoe Aquifer

H. Water to lot buyers: Declarant, its successors and assigns, at the time of lot sales, shall convey to individual lot owners sufficient water rights in the Dawson and Denver Aquifers underlying each lot as may be applicable to satisfy El Paso County's 300 year water supply requirement. Those amounts should be approximately 168 acre feet (0.56 acre feet/year x 300 years) to satisfy the requirement for each lot in the subdivision.

24. RIGHT OF DECLARANT: Declarant, its successors or assigns, expressly reserves the right:

A. Amend or revoke: To from time to time amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to lots that are sold prior thereto without the written consent of a majority of the then owners of any such lots (one vote per lot).

Notwithstanding the foregoing, the provisions of paragraph 23 dealing with the Water Augmentation Plan shall neither terminate nor be revoked, changed or amended except by Order of the Water Court, which may amend, modify, or change such provisions by judicial order.

B. Other agreements: To enter into agreements with the purchaser of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable on all other lots located in the said subdivision by Declarant, its successors or assigns, and the purchasers of other lots except as against the lot where such deviation is permitted.

C. Modify, change or delete: To modify, change or delete any covenant as it pertains to one or more lots which may prevent obtaining VA or FHA

financing; however, any such action will not change the intent of these covenants to establish and maintain a single family residential area of the highest caliber.

25. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a simple majority of the then owners of the lots (one vote per lot) has been recorded, changing said covenants in whole or part; however, covenants, except those pertaining to the water augmentation plan and as otherwise noted herein, may be amended at any time by a three-fourths (3/4) majority vote of all property owners (one vote per lot). To become effective, any change in the covenants must be legally drawn and formally recorded in El Paso County.

Notwithstanding the foregoing, the provisions of paragraph 23 (Water Augmentation Plan) shall neither terminate nor be revoked, changed or amended except by Order of the Water Court, which may amend, modify, or change such provisions by judicial order. Also, paragraph 11.B. may not be changed without the prior written consent of CSU.

26. ENFORCEMENT:

A. Law: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, to recover damages, or both. Covenants are for the use, convenience and protection of all property owners.

Declarant, ACC, HPA, or any individual lot owner may act to enforce the covenants; none of the foregoing, however, are obligated to do so, except that the HPA shall have the obligation of enforcing the provisions of the water augmentation plan.

Declarant and the Architectural Control Committee, together or separately, or through authorized agents or employees further reserve the right, whenever there shall have been an apparent violation of one or more of the provisions of these covenants and after five (5) days notice to owner, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass.

Property owners in Highland Park expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation, and a violation is established, the violator(s) shall pay and agree(s) to pay all costs of the enforcement proceeding, including all attorneys fees, trial and pretrial expenses, including expert witnesses, depositions, discovery and court costs. Further, the violator(s) shall pay and agree(s) to pay all such fees, expenses and costs arising from any counter claim or cross claim against the HPA or members of the ACC, either individually or in their capacity as ACC members, arising from any such violation. **As a matter of contract in these covenants, the members of the ACC are exempt from liability, and there shall be no award of attorney's fees, court costs or any other costs of dispute resolution to any property owner based on "prevailing party" or other legal theory.**

B. Precedents: The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a precedent or a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

17 J. Patrick Kelly El Paso Cty, CO 200068418
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Rec \$110.00 21 of 22

C. Funds: An initial one-time fee of one hundred dollars (\$100.00) shall be paid at closing by the purchaser of each lot, and said funds shall be paid to the HPA to be used for enforcement of the protective covenants and other normal costs and expenses of the HPA, including, but not limited to paying legal or other expenses involved in enforcing these covenants. Failure of the HPA to use such funds to enforce a covenant violation shall not preclude an individual lot owner from bringing suit to enforce these covenants under the provisions of 26.A. above. If additional funds are required to enforce a covenant action, as approved by the Declarant, HPA or ACC, lot owners shall contribute their pro-rata share of such additional funds.

D. Liens: Non-payment of fees incurred by Declarant, and/or ACC in enforcing correction of a bona-fide violation of these covenants, or in abatement or removal as covered herein and per paragraphs 6, 16 and 26.B. hereof, shall result in a recorded lien being placed on the lots and/or lot interest owned by the violator, including improvements thereon, said lien to bear interest at eighteen percent (18%) per annum from the date filed. Declarant and/or ACC is empowered to file such lien if within thirty (30) days of written notification to owner of amount due, owner has not made payment in full. Such lien shall run with the land unless said property is repossessed by Declarant, its successors or assigns, in which case the lien shall become null and void and shall be hereby released at that time. **Continued failure to pay such liens may result in foreclosure on the entire property in order to enforce payment.**

27. FUTURE FILINGS. Future filings of Highland Park are anticipated by Declarant and if implemented, all applicable provisions and responsibilities herein, and any additional covenants related to such filings, shall be placed upon said filings, in their covenants, and any lot owners in subsequent filings shall become members of the HPA and all lot owners agree hereto.

28. NOTICES: Any notice required to be given to any owner or other person under the provisions of these Protective Covenants shall be deemed to have been properly given when mailed, post paid, to the last known address of the record owner of the lot in which the member has an interest.

29. DECLARANT MAY ASSIGN: Declarant, its successors or assigns, may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association, entity, committee or person.

IN WITNESS WHEREOF, the undersigned has caused his name to be hereunto subscribed this 13 day of May, A.D. 2000.

Little London, L.L.C., a Colorado Limited Liability Company

Kenneth H. Barber
By, Kenneth H. Barber - Manager

STATE OF COLORADO
COUNTY OF EL PASO

ss: The foregoing document was acknowledged before me this 23 day of May, 2000 by Kenneth H. Barber, as manager of Little London LLC.

My commission expires 8-9-2004

Dale Van Fosson
Notary Public



Recorded in El Paso County, Colorado
Reception Number _____
Date: _____