

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KING'S DEER SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made and entered into as of the date shown below, by THREE CROWN DEVELOPMENT, Limited Liability Company, a Colorado limited liability company, hereinafter called "Declarant" for itself, its successors and assigns.

WITNESSETH

WHEREAS, the Declarant is the owner of the real property described on Exhibit "A" attached hereto (hereinafter called the "Property"), and,

WHEREAS, the Declarant desires to submit the Property to the covenants, terms and provisions hereof.

NOW, THEREFORE, the Declarant hereby declares that all of the Property, as hereinafter described, 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 Property 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 Property or any part thereof, their heirs, successors and assigns.

1. **DEFINITIONS:** The terms used herein shall have the following meanings, except as otherwise provided herein:

A. **"Association"** shall mean and refer to the KING'S DEER Homeowners Association, Inc., a Colorado non-profit corporation, which has been or shall be organized under the laws of the State of Colorado, its successors and assigns.

B. **"Committee"** shall mean the architectural control committee of three or more persons appointed by the Declarant or the Association, or it may be the Board of Directors of the Association (the "Board"), to review and approve the plans for all improvements constructed on the Property.

C. **"Home"** shall mean the residential dwelling improvement constructed and located upon a Lot.

D. **"Lot"** shall mean and refer to any of the Lots shown on any recorded plat of the Property, together with all appurtenances thereto and improvements now or hereafter thereon and shall be interchangeable with the term "Lots." The boundaries of the Lots shall be shown on any recorded plat of the Property which shall be incorporated herein by this reference.

E. **"Declaration"** means this Declaration as contained herein and as it may be amended from time to time as herein provided.

F. **"Declarant"** shall mean and refer to THREE CROWN DEVELOPMENT, Limited Liability Company, a Colorado limited liability Company, its agents, employees, contractors, successors and assigns to whom it expressly transfers all or any part of its rights as Declarant hereunder.

G. **"Owner"** means any person, corporation, partnership, association, contractor, sellers or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Lots. The term "Owner" shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any owner but shall not refer to any Mortgagee as herein defined.

H. **"Mortgagee"** means any person or entity, or any successor or assign thereof, which holds or owns a Mortgage. The term shall also include the Administrator of the Department of Veterans Affairs, an officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not but if not recorded, then written notice thereof shall be delivered to the Board. **"First Mortgagee"** shall mean a Mortgage upon a Lot having priority of record over all other recorded encumbrances and liens thereon, except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). **"First Mortgagee"** means a mortgagee whose encumbrance is a First Mortgage.

I. **"Project"** means all of the Property, together with improvements and rights, and improvements located on the Property and all rights, easements and appurtenances belonging thereto, and shall include any real property subsequently annexed to added to the Project.

2. **INTENT:** The intent of these covenants is to establish a general plan of development for the benefit of the entire Project and to preserve the Project as an exclusive, high quality residential area of lasting value, and the covenants have been designed to that end. Property owners in the Project should be people who value quality, who will respect, uphold and observe the letter, spirit and intent of these covenants, and who will insist upon their strict enforcement.

3. **BUILDING TYPE AND USE:** All Lots shall be known and described as residential Lots and shall be used only for custom build residential Homes, country estates or a school site. No structure shall be erected, altered, converted, placed or permitted to remain, with the exception of the school site, on any Lot other than a one single-family dwelling not to exceed two and one-half (2-1/2) stories in height, together with attached garage and any related structure approved by the Committee; all building and improvements shall be used solely for single family residential purposes and shall not be used for commercial purposes or in violation of zoning or other laws or regulations. No structure may be erected prior to construction of the main dwelling. The Project is intended only for the custom built homes of harmonious design to complement the natural terrain and other homes constructed in the subdivision. No mobile homes, pre-manufactured homes, or domes shall be approved.

4. **DWELLING 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. The size of the dwelling is established primarily to reflect the Declarant's intent regarding

the quality of the Project. Recognizing that size is not necessarily indicative of the quality, the Committee may grant reasonable requests for variances to size criteria or give credit for special construction amenities when, in its opinion, such variances and credits enhance the quality and compatibility of the structure and the Project development.

The finished, enclosed living area of the main dwelling structure, exclusive of garages and porches, shall not be less than twenty-five hundred (2,500) square feet for a one level dwelling nor less than three thousand (3,000) square feet for a multiple level dwelling, but the ground floor finished enclosed living area for a dwelling of more than one level shall be not less than sixteen hundred (1,600) square feet nor less than two thousand (2,000) square feet on the upper two of three levels of a tri-level. In its sole discretion, the Committee may treat a bi-level or a Home with walk-out basement as a single or multi-level building depending upon its appearance, size, location and amount of finished interior space. Attached garages are required for all houses and shall be of size to accommodate not less than three full-sized cars. All garage doors shall be equipped with automatic remote control openers and shall be kept closed except for immediate ingress or egress. No carport or other open, unenclosed structure intended as storage or parking for vehicles shall be constructed or used on any Lot. Garages shall be required to open either to the side or rear of a house. Automobiles and small boats will not habitually be parked overnight outside of garages.

5. **BUILDING LOCATION:** When the house plans are submitted, there shall be submitted to the Committee a separate plot plan showing the planned location of all improvements contemplated upon the Lot, and the Committee may alter the site location or deny construction if, in the opinion of the Committee, the proposed site location would unduly interfere with adjoining Lots as to view, proximity and construction, the natural growth or terrain, or cause other potential interference with existing or proposed construction on adjoining Lots. Buildings should be located on Lots in such a way as to minimize damage to existing foliage and natural growth. No trees may be removed other than under the provisions of Paragraph 14 hereof, and the Lots shall be maintained in the natural state as nearly as possible, except that a reasonably sized lawn and garden, not to exceed three thousand (3,000) square feet may be planted around the house.

6. **SETBACKS:** No building shall be erected, placed or altered on any Lot nearer than ninety (90) feet to any Lot line fronting a road, nor nearer than thirty-five (35) feet to any other Lot line. Exceptions to the setback requirements are sometimes logical and may be made by the Committee in cases where extenuating circumstances exist, provided however, that any such exceptions must be requested in writing and granted by the Committee in writing. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of the building. Setbacks shall also comply with any notes on the recorded plat and zoning requirements. Declarant or the Committee may designate additional setbacks and/or designate no-build areas on Lots to protect views of the mountains for adjacent Lots which views, in their sole discretion, they deem reasonable; however, they shall not have the obligation to do so.

7. **TEMPORARY RESIDENCES:** No structure of temporary character, trailer, basement, tent or accessory building shall be used on any Lot as a resident, temporarily or permanently.

8. **ASSOCIATION:** The Association shall operate as a Colorado non-profit corporation pursuant to its Articles of

Incorporation and By-Laws, which may include, without limitation, provisions for the indemnification of officers and directors. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. If additional Lots are added to the Association, membership shall automatically be expanded thereby. Members shall have the right to cast votes on all matters to be voted on by the members, as provided in the Association's Articles of Incorporation and By-Laws. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

9. **ASSESSMENTS:**

A. **Creation of the Obligation for Assessments.** Each Owner, for each Lot owned within the Property, by acceptance of a deed therefor or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and times prescribed herein, all assessments, charges, fees, fines and other sums which are described in this Declaration (hereinafter collectively called the "Assessments") and which shall be both a personal obligation of the Owner and a lien against his Lot as provided herein. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the Assessments by non-use of any common properties or services, by abandonment or leasing of his Lot, or by asserting any claims against the Association, the Declarant or any other person or entity.

B. **Purpose of Assessments:** The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners and for the improvement and maintenance of the Project as more specifically provided herein.

C. **Annual Assessments:** The annual assessments may specifically include, but shall not be limited to, expenses of management of the Association and its activities; taxes and special Assessments upon the Association's real and personal property, if any; premiums for all insurance which the Association is required by statute or First Mortgages to maintain, or all insurance authorized by the Board in its sole discretion, and all other expenses connected with such insurance; the creation of adequate reserve funds for maintenance, repairs and replacement of those elements of common property or maintenance that must be done or replaced on a periodic basis and are payable in regular installments, rather than by Assessments; and, any other costs, expenses, and fees which may be incurred or may reasonably be expected to be incurred by the Board, in its sole discretion, for the benefit of the Owners under or by reason of this Declaration including, without limitation, expenses relating to the Augmentation Plan and any common properties.

D. **Limit on Annual Assessments:** Until January 1, 1996 the maximum annual Assessments on each Lot shall be Fifty Dollars (\$50.00), and thereafter until January 1, 1997, the maximum annual assessment shall not exceed One Hundred and Fifty Dollars (\$150.00) and after that date it may be increased by the Association's Board of Directors at a rate not to exceed ten percent (10%) per year thereafter, provided however, that the annual Assessment, exclusive of any optional user's fees and any insurance premiums paid by the Association, shall not exceed \$300.00 per year.

E. **Procedure for Annual Assessments:** The Assessments shall be payable in an annual amount and shall commence as to all Lots, including Lots owned by Declarant, when the first Lot is conveyed to a purchaser from Declarant. The Association's Board of Directors may fix the annual Assessment at an amount not in excess of the maximum stated above and shall provide such notice and procedure for budgeting and collection as the Board deems appropriate in its sole discretion. The Association may furnish to an Owner, upon written request delivered to the Association's registered agent, a written statement setting forth the amount of any unpaid Assessments levied against a Lot, and the statement may be relied upon all Owners acting in good faith thereon as conclusive evidence of payment of such Assessment.

F. **Collection of Assessments:**

(1) Personal Liability. Any Assessment which is not paid when due shall be delinquent, and the Association may impose a late charge for each month any Assessment is delinquent, and may also collect the attorneys fees, costs and expenses of any collection. Additionally, the Association may bring an action at law against any Owner personally obligated to pay any Assessment and, in the event of any lawsuit, the delinquent Owner shall pay all attorneys fees, court costs and any expenses of such lawsuit.

(2) Lien. Additionally, any such unpaid Assessment, together with all expenses of collection and attorneys fees, shall be a continuing lien upon the Lot against which such Assessment was made. The Association may enforce such lien by filing with the Clerk and Recorder of El Paso County a statement of lien with respect to said Lot, setting forth such information as the Association may deem appropriate. Said lien shall run with the land and shall additionally secure all Assessments and expenses which become due after its filing. Said lien may be foreclosed by the Association in the manner provided for foreclosures of mortgages under the laws and statutes of the State of Colorado. All rights and remedies of the Associations are cumulative, and foreclosure of the lien shall not prevent a lawsuit against the Owner personally liable therefor whether taken before, after or during such foreclosure. Said lien may be released by recording an appropriate document executed by an officer or agent of the Association. Such lien is in addition to any statutory lien allowed to the Association by law. Said lien shall be superior and prior to any homestead rights or similar exemption now or hereafter provided under state or federal law to any Owner, whose acceptance of a deed to a Lot shall constitute a waiver of such homestead or other rights.

G. **Subordination of the Lien to Mortgages.** The lien for any Assessment provided for herein shall be subordinate to the lien of a First Mortgage recorded before the delinquent Assessment was due. Sale or transfer of any Lot shall not affect the lien for said Assessment except that sale or transfer of any Lot pursuant to foreclosure of any such First Mortgage, or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall extinguish the lien of Assessment which became due prior to any acquisition of title to such Lot by the First Mortgagee pursuant to any such sale or transfer, or foreclosure, of any proceeding in lieu thereof including, without limitation, any deed in lieu of foreclosure. No such sale, transfer, foreclosure, or any above-described proceeding in lieu thereof, shall relieve any Lot from liability for any Assessment becoming due after such acquisition of title, nor from the lien thereof, nor the personal liability of the Owner of such Lot for Assessments due during the period his ownership.

10. **TIME OF CONSTRUCTION AND BUILDER'S COMPLIANCE FEE:** No construction shall be permitted upon any Lot until Declarant has been paid in full for said Lot.

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 Committee, construction of that particular structure, including landscaping, shall be completed within nine (9) months of the time such construction was initiated. The Committee may extend the time for completion under unusual circumstances, and any such time extension shall be in writing. In no event, other than inclement weather, shall final grading and clean-up (debris, stumps, limbs, leftover building items, etc.) be delayed more than thirty (30) days after completion of a Home. A builder's compliance fee, in an amount set by the Committee, shall be paid to the Committee at time of approval of house plans and shall be refunded upon satisfactory completion of the dwelling structure and compliance with the clean-up and final grading provisions of this paragraph.

If any structure be abandoned, Declarant or the Committee shall have the authority to remove or complete all or portions of such structures so as to prevent its 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 removal 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 at the rate of eighteen percent (18%) per annum or two percent (2%) above the prime rate as set forth in the Wall Street Journal, whichever is higher, until paid.

11. **WATER AUGMENTATION PLAN REQUIREMENTS:**

A. All Lots in the Project shall be subject to the requirements as set forth in the decree in the District Court Water Division 2, Case No. 93 CW 75, and Water Division 1, Case No. 93 CW 147; a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference (the "Augmentation Plan").

B. 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. All wells shall be constructed and operated in compliance with the Augmentation Plan and the permits for such wells.

C. Each Owner will be required to log a well as it is constructed and a well meter, with an accessible, exterior read-out, shall be installed so as to provide information necessary to the Augmentation Plan. Each Owner shall maintain the meter and the well and shall allow the Association or its agents to enter the Owner's Lot and read and inspect the meter.

D. Each Owner shall provide any information necessary to enable any reports required under the Augmentation Plan to be filed in a timely manner.

E. Declarant hereby assigns to the Association any and all right, interest and responsibilities under the Augmentation Plan, including without limitation, the rights under the Northgate Contract as set forth therein. By this assignment to the Association, Declarant shall be relieved of any responsibility for the administration or enforcement of the Augmentation Plan or the operation of the augmentation water supply, and the Association shall be obligated to perform the same. By such assignment, the Association shall hold such interest in the Augmentation Plan and 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 ensure 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. Failure of the Association or the Owners to comply with the terms of the Augmentation Plan may result in an order from the Division Engineer's office to curtail or eliminate pumping of the Owners' wells.

F. A retention structure exists on site in the area shown as a "drainage easement" on the plat. Additional drainage easements and flood plain areas exist on portions of certain Lots as shown on the recorded plat of the Project. The purpose of this facility is to maintain historic drainage flows within the Project property, since Home and road construction may slightly increase drainage flow. Additionally, no structures, landscaping or other materials shall be placed within any designated flood plain area as shown on the plat or any drainage easements. Any drainage or flood plain area and any structures on those areas shall be repaired and maintained by the Owner of said Lots for augmentation purposes; Declarant, El Paso County, Soil Conservation entities, the Association, and their successors and assigns reserve the right to enter upon said easements and areas periodically for purposes of inspection and related matters.

G. No changes or deletions to this Paragraph may be made which may alter or in any manner compromise the Augmentation Plan or the water rights of either Declarant or the Owners.

12. **GENERAL DEVELOPMENT PLAN.** The Declarant has obtained the required approval of El Paso County for a General Development Plan, a copy of which is attached hereto as Exhibit "C and incorporated herein by this reference (the "Development Plan"). Each Owner and the Association shall comply with the Development Plan including, without limitation, the wildfire mitigation requirement, and the Association shall enforce the Development

Plan, as well as the Augmentation Plan, as a part of this Declaration.

13. **ARCHITECTURAL CONTROL AND DESIGN:**

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

B. **Architectural Control Committee:**

(1) **Composition:** The Committee is composed of Declarant, its heirs, successors or assigns, represented by three (3) persons who shall be appointed by Declarant until a majority of the Lots have been sold by Declarant; however, at its option and choice of time, Declarant may relinquish control of the Committee to the Association at any time; after the Association controls the Committee, the three (3) members shall be appointed by the Association's Board of Directors.

Members of the Committee shall serve two year terms, provided however, any member appointed by the Declarant may be removed by the Declarant and any member of the Committee appointed by Association may be removed by a vote of two-thirds (2/3) of the Board. In the event of the death or resignation of any member of the Committee, the remaining members thereof shall have full authority to designate a successor elected member to fill the remaining term.

(2) **Non-Liability:** Neither the Declarant, the Committee, the Association, nor any persons acting therefor, shall be liable in damages or otherwise to any person submitting requests for approval or to any 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 Committee or the Association under authorization of the provisions hereof.

(3) **Records retained by Committee:** The Committee 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 five (5) years thereafter. If requests for additions are made, both the original plans and plans for said additions will be kept until said additions are completed.

(4) **Compensation:** A non-refundable architectural review fee not to exceed Two Hundred Dollars (\$200.00) shall be submitted along with each submittal of plans to the Committee to defray the administrative costs of the review process. Any unused portions thereof shall be deposited into the Enforcement Fund as set forth in Paragraph 28A hereof. No compensation other than reimbursement of expenses, shall be received by members of the Committee for services performed pursuant to this covenant.

C. **Procedure for Obtaining Approval of Plans:**

(1) The application and plans shall be submitted with review fee to the Committee.

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

(3) The Owner shall make written application on a form provided by and obtained from the Committee which shall be submitted with the following attachments:

(a) 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 and other buildings even if only contemplated for the future). Exact proposed setbacks from Lot lines must be delineated. Access routes (driveways) to proposed structures and any clearing, plantings, outside lighting plans, or fencing must be included. Topographic maps showing terrain lines may be required.

(b) One (1) complete set of construction plans for building(s) detailing the floor plan, elevations, site locations, and exterior building materials. Garages should open to the side or rear of the house away from the street.

(c) Color samples and, if deemed necessary by the Committee, samples of siding, roofing and other material.

(d) A landscape plan shall be submitted in accordance with this Declaration and the wildfire mitigation plan.

(e) A copy of the well permit application in the form to be submitted to the Office of the State Engineer.

(f) The Committee shall examine and consider plans, make field trips to the site; the Owner may be required to provide a survey and shall stake out the proposed location of buildings prior to submission of final plans. The Committee shall approve or disapprove all submissions in writing and 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 Committee. The Committee may require the Owner to make other submissions, to include material samples, prior to considering any application.

The Committee should seek to approve or disapprove submissions within thirty (30) days of written receipt, but, if disapproved, the Committee may take an additional thirty (30) days to consider any resubmitted plans. Normally, submissions will be resolved in less time, but Owners should plan sufficiently in advance to give the Committee time to examine thoroughly plans, make on-site inspections and make well-considered decisions. In the event that the Committee fails to approve or disapprove within sixty (60) days after written 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 Committee approval shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed and complied with. The foregoing notwithstanding, no plans shall be approved nor shall the above sixty (60) day automatic approval pertain, unless the Owner is current on his Assessments to the Association.

(g) Voting: A two-thirds vote (2/3) of the Committee shall determine approval or disapproval. The Committee members will coordinate and work in concert with each other and report their decisions as a group and not individually.

D. **Authority of Committee**: The Committee 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 the Project. Disapproval of submissions by the Committee may be based upon any grounds, including purely aesthetic grounds. If such submissions are disapproved, the Committee shall give written reason for said disapproval to applicant. The Committee may make other reasonable 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.

The Committee shall have the right to alter site locations as shown on the submitted site plan, or deny construction if, in the opinion of the Committee, the proposed site locations will unduly interfere with adjoining Lots as to view, intrusions or sound or light, sanitation, proximity or type of construction, actual or proposed, or unduly damage the natural growth and terrain.

The Committee may prohibit the construction of fences, houses or any other improvements 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.

The Committee, upon written request, shall have the authority to grant in writing, variances from the provisions of this Declaration as they apply to construction and setbacks, in cases of irregularly shaped Lots, unusual terrain, highly desirable building sites near Lot lines, or other conditions wherein the strict enforcement of these covenants would result in unusual hardship. The Committee shall be the sole and exclusive judge of whether or not such hardship exists. It is the intent of these Declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive. The Committee shall resolve all questions and interpretation and these covenants shall be interpreted in accordance with their general purpose and intent as herein expressed.

E. **Architectural Design and Requirements**: In addition to the other requirements hereof, the following pertain:

(1) Construction: No building, accessory building, structure, walls, gates, hedges, fences, mailboxes, driveways, windbreaks, swimming pools, flagpoles, greenhouses, play areas, hot tubs, satellite dishes, windmills, pump houses, 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 Committee in writing as to quality of workmanship and materials, harmony of external design with existing structure(s), location with respect to other structures planned, 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 constructions of any such improvement shall be

commenced until the Committee approvals required by these covenants are obtained. All construction shall comply with the Development Plan, including wildfire mitigation, and fire retardant materials should be used whenever possible.

(2) Masonry: A minimum of fifty percent (50%) of the exterior area of the front of the primary dwelling shall be of masonry construction (e.g., brick, stone, cultured stone, stucco).

(3) Color: Structural color schemes shall be compatible with the natural environment of the Project. Subdued, unobtrusive colors will normally be required, and color samples must be submitted with plans.

(4) Facing/Siding: Exposed concrete on building shall be stuccoed, or covered with brick or stone or other material meeting the approval of the Committee. If brick or stone is used as facing, other than decoratively, it must be used on all sides of a building as seen from any road. Natural wood siding must be treated and periodically maintained with some type of preservative or stain, and color samples shall be submitted with plans.

(5) Chimneys: Spark arrestors shall be required on all chimneys, and open fires in the Project are prohibited.

(6) Roofing: Roof materials and color shall be consistent with architecture, color, and exterior wall material of any structure. Shake shingles, as described below, tile, or slate, real or similar, will normally be required; however, the Committee may allow variations from this requirement in those cases where such variation would be harmonious with the surrounding area and where such roofing materials would not be practical for a particular design or structure. Cedar shake shingles are discouraged, and new and modern materials with shake appearance are encouraged. No asphalt or asbestos shingles will be permitted, except as approved by the Committee to be compatible with a shake or tile appearance.

The overhang of the roof on ranch-style Homes shall normally be at least twenty-four (24) inches.

(7) Energy Features: Energy efficiency is encouraged through well-sealed and insulated construction and the use of passive solar design techniques. Roof-mounted solar collectors, skylights and other unusual or energy conservation features should be custom designed and must be approved by the Committee. Roof mounted solar collectors shall match the slope of the roof to which they are attached. Solar collectors shall be located or screened so that reflections do not unreasonably defeat the intent of these covenants to maintain a natural environment. Tall wind-powered electrical generators are prohibited.

(8) Extreme Designs: Homes of extreme 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 the Project.

(9) 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 Committee.

(10) Driveways. In addition to obtaining approval from the Committee, purchasers must obtain a written driveway permit from the El Paso County Department of Transportation 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 snow-plow or otherwise maintain driveways whether on flag Lots or other Lots; such responsibility is solely that of the Lot Owner. Metal flared end extensions with additional stone, rock, brick or other masonry treatment are required on all driveway culverts, or else concrete or masonry headwalls to prevent bent and exposed ends of culvert pipes and a consequently unattractive approach to a Home. Plans submitted to the Committee must include the manner in which the driveway shall be constructed, and approval must be obtained from the Committee prior to commencement of construction.

(11) Mailboxes. Mailboxes and their support structures should be of a quality to enhance the Home and must be approved by the Committee. Normally support structures for mailboxes will be of masonry construction (for example, stone, brick, concrete, stucco, cultured stone, etc.) but a combination of masonry and wood compatible with the colors and materials used on the Home will be considered. The box itself, if made of metal, shall be painted to cover raw or galvanized metal which is deemed unattractive. The masonry materials used in the support structure shall be the same or similar to the masonry portion of the Home in texture and color. The street address numbers on the mailbox structure shall be made of brass, other metal, or ceramic. Wooden numbers will not be approved. Plastic or metal newspaper boxes are not permitted; therefore, mailbox designs should incorporate a separate space for newspapers, as the U.S. Postal Service rules prohibit placing newspapers or anything other than U.S. mail in a mailbox.

Maintenance of the mailbox and post system in good, attractive, painted (if appropriate) condition shall be the responsibility of the individual Owners and must be approved by the Committee.

(12) Fences: Fencing and hedges will be permitted but shall normally be no higher than six feet (6') and normally shall not extend beyond the front corner of the house. Fencing may not exceed fifty feet (50') from the side of the dwelling and no more than one hundred feet (100') to the rear, and must not enter the setback area. Consideration shall be given as to the types of fence in relation to the architectural design of the dwellings and the overall appearance in the community. Barbed wire fencing is prohibited, and perimeter fences and chain link normally will not be approved. Existing fencing on the boundary of the Project shall not be removed, but may be replaced by new fencing after the prior written approval of the Committee. Declarant shall not be responsible for or defend against adverse possession suits based upon external boundary survey differences. Fencing along streets, if any, will be of finished straight rails or poles, finished wood, wrought iron or masonry construction, or

some combination thereof, and shall be extended a minimum of twenty-five feet (25') alongside of rear Lot lines away from the street, before other fencing may be used. Unstripped bark posts and rail shall not be permitted. Fences must be approved in writing by the Committee as to location and materials prior to construction thereof.

(13) 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. Satellite dish antennas may be used only in areas where they will be unobtrusive, and shall be painted and screened to blend in with the natural environment; they must be approved in writing by the Committee prior to installation. Screening with small trees is effective and minimizes unattractive views from public roads and adjoining Lots.

(14) Lighting: Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring property (except that reasonable landscape lighting may be approved by the Committee). 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 Owner, and placed so as to avoid annoying nearby Lot Owners. Normally, such lights shall be turned off when not needed.

(15) Landscaping: New plantings and growth will be controlled so as not to unreasonably obstruct mountain views from adjoining Lots. The Committee is authorized, but not obligated, to enforce removal, thinning or topping of view obstructions and, in their sole discretion, to determine the validity of any complaints. The Committee may remedy any view obstruction by entry and removal of the offending item, as well as exercising any rights and remedies hereunder.

F. Penalty Fee for Violations: Written application for approval of plans shall be made by the Owner of the Lot (not the builder) and the Owner shall be held responsible for any violations of this Declaration which are committed by the builder or other persons engaged by the Owner. If any excavation, cutting of trees, or construction is commenced by Owner or Owner's representatives prior to receipt of written approval by the Committee, then the Owner agrees to pay an immediate fine of One Thousand Dollars (\$1,000.00) to the Enforcement Trust Fund described in Paragraph 28, which shall utilize said funds to enforce this Declaration as necessary. Purchasers of Lots in the Project agree to make such payment and understand that a lien shall be filed against their Lot if they do not, as provided in Paragraph 28. Further, if legal action is necessary to enforce this Declaration, Owners agree to pay all expenses and to include reasonable legal fees incurred by the Committee or the Association in collection of said fine. Payment of said fine does not preclude further action by the Committee to disapprove plans in areas in which clearing or construction has begun.

14. CLEARING OF TREES: Approval shall be obtained from Declarant, or subsequently the Committee, to cut down or clear any trees on any Lot, except dead trees, reasonable thinning of trees of four inch (4") diameter or less, or for infestation control.

Owners of Lots shall dispose of such cleared trees in a way to prevent accumulations of brush, 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. 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 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. The Association may remove any infected trees and/or obnoxious weeds as provided by Paragraph 28(A) and recover the cost of removal from the Lot Owner.

15. **EASEMENTS**: Easements for installation, operation and maintenance of utilities, roadways, water lines, drainage facilities and such other purposes as may be designated by Declarant and/or governmental authorities are reserved on, over and under a strip of land fifteen feet (15') wide along all front Lot lines, ten feet (10') along all side and rear Lot lines, and twenty feet (20') along all the Project exterior boundaries, except as otherwise shown on the recorded plat. If an Owner buys contiguous Lots, easements and setbacks shall apply unless the Owner formally vacates the common lot lines through the appropriate government agencies. Lot Owners are responsible for providing access to the Association's 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, the Association or the Committee. No building or similar structure may be placed within the easements unless vacated by agencies involved, and approved by the Committee. It is recommended that such easements be kept open and unfenced.

16. **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 intersections of streets. The Committee shall be the sole and exclusive judge of whether said obstruction exists or may exist or whether a possible safety hazard may exist.

17. **REDIVISION**: Further subdivision of Lots in the Project is not permitted, however, the intent of this covenant is not to preclude minor Lot line adjustments to resolve building hardships, provided that such variations meet all legal requirements and are approved by Declarant and the Committee in writing. If a Lot line had 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 government entities and the prior written approval of the Committee. Notwithstanding this paragraph, the Declarant may redivide and/or replat the Project.

18. **NUISANCE**: Nothing shall be done or permitted on any Lot which may be or become an annoyance or nuisance to the neighborhood. No noise or any noxious 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 as not to unduly disturb residents of adjacent or nearby property.

No horses, trail bikes, minibikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Project other than on County roads and going to and from residences. No activity shall be permitted which will generate a noise level sufficient to interfere with the reasonable 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 the Project.

19. **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. Bottled gas tanks, if any, must be underground, or concealed behind walled-in areas designed to blend in with the house, and must be approved by the Committee and may be subject to the approval of the Fire Department. No trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon any Lot and visible from public streets or from other Lots within the subdivision.

20. **SIGNS:** All signs displayed must be first approved in writing by Declarant or the Committee. This covenant does not preclude the display of customary 18" x 24" builder or real estate signs. Declarant or the Committee reserves the right to make exceptions to size requirements, or to require modification or removal of any signs deemed not in keeping with the appearance of the Project; however, neither Declarant nor the Committee shall require real estate signs to be smaller than provided herein, and this restriction shall run with the land and may only be changed with the prior written consent of the Declarant. Declarant, its successors or assigns, reserves the right to erect and maintain entrance signs or monuments on Lots at either side of the street at each entry point into the Project, and may also erect gateways, fences, posts, walls, signs and other structures both to permanently identify the Project and to market it. In addition, Declarant reserves the right to place signs on any Lot in the subdivision as Declarant deems necessary for marketing, safety or traffic guidance, and Owners of Lots in the Project agree thereto. Easements are hereby created for all signs, gateways, fences, posts, walls and structures installed by Declarant and for their maintenance. Association shall maintain all entrance signs, fences, monuments and structures, pay utility bills, and pay all expenses related thereto.

21. **DRILLING:** No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on or in any Lot, nor shall gas or oil wells, tanks, 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.

22. **CLOTHES DRYING AREA:** Exterior clotheslines are prohibited.

23. **VEHICLE PARKING AND EQUIPMENT:** No vehicles shall be stored or parked within the Project except in a closed garage; however, recreation vehicles to include travel trailers, horse trailers, campers, boats or a motorhome and various equipment may be kept at the rear of a house if not visible from public streets nor from other Lots within the Project. Screening such vehicles from public view with proper garaging, trees, or fencing approved by the Committee, is required. The intent of this covenant is to prevent clutter and enhance natural appearance. No junk or abandoned vehicles, as defined by the Committee in its sole discretion, shall be allowed.

24. **UTILITIES:**

A. All utility lines, including service lines of whatsoever kind or nature, shall be underground on all Lots within the Project, excepting that existing poles and lines shall not be removed and placed underground by Declarant. It shall be the responsibility of each Owner to extend underground service lines to his house from existing lines or lines.

B. The water supply for the Project shall be provided by means of wells, to be constructed and operated in accordance with the Augmentation Plan described in Paragraph 11 preceding. Each Owner shall be responsible for the construction and maintenance of his own well and for the connection of the well to his house. No Owner may construct a well or initiate any water right within the Project except through a well approved pursuant to the Augmentation Plan.

C. Sewer service for the Project will be provided by means of individual septic tanks and leach fields, to be constructed and maintained by each Owner. No systems of the evapotranspiration type shall be permitted unless required by the El Paso County Health Department or other governmental agency of proper jurisdiction and approved under the Augmentation Plan and approved by the Committee.

25. **ANIMALS:**

A. No animals, poultry or livestock of any kind shall be housed, raised or kept on any Lot or property either temporarily or permanently except that commonly accepted domestic household pets may be kept, provided that they are not kept or maintained for any commercial purposes and provided further that they are kept in full compliance with any applicable rules and regulations of the Association.

B. No pets shall 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.

C. Fences for animals will be at least five feet (5') high of solid wood or masonry. Colors will be compatible with the main dwelling. Proper maintenance is required. Such fences must

be pre-approved in writing by the Committee which will be highly sensitive to the ambiance of the neighborhood to include appearance from the streets and adjacent Lots. Under no circumstances will dogs be allowed to run loose in the neighborhood. The use of electronic pet containment (invisible) fences in lieu of conventional fencing is strongly recommended.

26. **RIGHT OF DECLARANT:** Notwithstanding any contrary provision of this Declaration, the Declarant, its successors or assigns, expressly reserves the following rights and privileges, which may or may not be exercised in the Declarant's sole discretion:

A. Declarant may amend or change the plat to add additional property to the subdivision, change Lot lines or subdivide Lots into more Lots, and/or grant utility or other easements.

B. The Declarant, or any builder authorized Declarant may construct and maintain sales offices, management offices, advertising signs, model Homes, construction yards and construction materials within the Project.

C. Declarant may grant easements for utilities or public purposes through the Property and make improvements or changes necessitated by such easements.

D. The Declarant may, until the Declarant has conveyed a majority of the Lots to residential purchasers or December 31, 1997, whichever occurs earlier, appoint or remove any officer of the Association or any member of the Board of Directors of the Association. Following the relinquishment of control by Declarant, the Owners shall elect the Board as provided in this Declaration, the Articles of Incorporation and the Bylaws.

E. The Declarant may, without vote of the Owners or Mortgagees make such amendments to this Declaration, the Articles of Incorporation and/or the By-Laws as may be authorized and approved in writing by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Department of Veterans Affairs so as to induce such organizations to make, purchase, sell, insure or guaranty First Mortgages within the Property, provided however, no such amendment will change the intent of these covenants to establish and maintain the Project as a single family residential area of high quality. Each Owner, and Mortgagee, by accepting a deed or mortgage, appoints Declarant as his or its attorney in fact to execute any such amendment.

F. The Declarant may 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 the Project, and the same shall remain fully enforceable on all other Lots located in the Project by

Declarant, its successors or assigns, and the Association or other Owners, except as against the Lot where such deviation is permitted.

G. Until December 31, 1997, the Declarant reserves the right to expand the Project, without approval of the Owners or Mortgagees, to include additional real property and improvements but the total number of Lots as expanded shall not exceed four hundred (400) Lots. Such expansion may be accomplished by recording a supplement or supplements to this Declaration with the Clerk and Recorder of El Paso County, Colorado containing a legal description of the real property thereby annexed and any additional provisions deemed appropriate by Declarant, which may annex the property in phases, but shall not be liable or obligated to annex any property. Upon annexation, the additional property and the owners thereof shall be bound by this Declaration, the Association's Articles of Incorporation, By-Laws and Rules, and any additional provisions in the annexation supplement. By accepting a deed to any Lot or a Mortgage, each Owner and Mortgagee grants Declarant a right to expand the Project and consents to such annexation expanding the Project and will not oppose or hinder Declarant's right to expand and annex additional real property and improvements or to develop adjoining properties and improvements.

27. **TERMS 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 revoked as provided herein. This Declaration may be revoked or amended at any time by an instrument signed by two-thirds (2/3's) of the Owners of the Lots (one vote per Lot). All amendments shall be certified by the Association's President and Secretary as complying with this Paragraph, and the certified amendment shall be recorded in the real property records of El Paso County.

28. **ENFORCEMENT:**

A. **GENERAL ENFORCEMENT.** 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 or to recover damages. Covenants are for the use, convenience and protection of all Owners and the Association. The Declarant, the Committee, any Owner or the Association may act to enforce the covenants; none of the foregoing, however, are obligated to do so. The Declarant and the 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 ten (10) days notice to Owner, to enter upon the Lot 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. Owners in the Project 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 to pay all costs of the enforcement

proceeding, including without limitation reasonable attorneys' fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed 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 effect any of the other restrictions, but they shall remain in full force and effect.

B. **ENFORCEMENT TRUST FUND:** One Hundred Dollars (\$100.00) each shall be paid at closing by the purchaser of each Lot; and said funds shall be kept in a trust fund by Declarant to be used for enforcement of this Declaration. Any fines under Paragraph 13(F) or as otherwise may be collected from time to time shall also be placed in said fund. Said fund shall be used by Declarant, its successors and assigns, for paying future legal and other expenses involved in enforcing this Declaration, and the Declarant is hereby authorized to use said fund. In addition, said fund or portions thereof may be transferred into the Association treasury for the purposes set forth herein, and may be used at the discretion of Association for paying subdivision expenses which shall no longer be the responsibility of the Declarant, such as maintenance of entrance ways and signs, special mailings, and other expenses; however, the fund shall not be depleted to the extent that insufficient funds are available to enforce the covenants. Likewise, the Association may transfer Association funds into the Enforcement Trust Fund if needed to enforce these covenants. The Committee or the Association desiring to use said fund for the enforcement of these covenants shall make written request of Declarant for the use of monies in said fund, and Declarant shall have sole authority to approve or deny any such request. The Fund shall be kept by Declarant in an interest-bearing account which may be closed and funds distributed to the Association after all Lots have been built upon, or earlier, at the discretion of Declarant.

C. **LIENS:** Nonpayment of fees incurred by Declarant or the Committee or the Association in enforcing correction of a violation of these covenants or in abatement or removal as covered herein shall result in a recorded lien being placed upon the Lot or Lot interest owned by the violator(s), including improvements thereon; said lien shall bear interest at eighteen percent (18%) per annum or two percent (2%) above the prime as set forth in the Wall Street Journal, whichever is higher, from the date filed. Declarant or the Committee or the Association is empowered to file such lien if, within thirty (30) days of written notification to Owner of amount due, the Owner has not made payment in full. Such lien shall run with the land except as provided in Paragraph 9 hereof. Continued failure to pay such liens may result in foreclosure on the entire Lot in order to enforce payment as provided by Paragraph 9 hereof.

D. **RULES AND REGULATIONS.** The Association's Board of Directors may adopt, amend, repeal and enforce such rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration and matters related thereto, the operation of the Association, the use and enjoyment of the Project including, without limitation, rules

to enforce the Augmentation Plan, the Development Plan, and related matters. Any such Rules and Regulations shall be reasonable and uniformly applied as determined by the Board in its sole discretion. Rules and Regulations shall be effective upon adoption by resolution of the Board of Directors. Each Owner and other person shall comply with such Rules and Regulations and shall see that family members, contractors, guests and invitees of such Owner comply with the Rules and Regulations. Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. The Board of Directors shall have power and discretion to interpret this Declaration, and any such interpretation shall be final, absolute and binding on each Owner, unless made with malice or wanton disregard for an Owner's rights.

29. **NOTICES:** Any notice required to be given to any Owner or other person under the provision 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.

30. **DECLARANT MAY ASSIGN:** The 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, committee or person.

31. **VA OR FHA APPROVAL:** If the Declarant has obtained evidence of final approval for guaranteed or insured loans by the Federal Housing Administration or the Department of Veterans Affairs and continuing until the Declarant has sold all Lots, the prior written approval of the Department of Veterans Affairs or the Federal Housing Administration of the U.S. Department of Housing and Urban Development shall be required for any of the follows: (a) Amendment of this Declaration; (b) Amendment of the Articles of Incorporation or the By-Laws of the Association; (c) annexation of all or any part of any additional property to this Declaration; (d) encumbering or mortgaging of all or any part of the common properties, if any; (e) dedication of all or any part of any common properties, except for the granting of utility easements; and, (f) merger, consolidation or dissolution of the Association.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this ____ day of October, 1994.

THREE CROWN DEVELOPMENT, Limited
Liability Company, a Colorado limited liability
company

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by _____ as _____ of THREE CROWN DEVELOPMENT.

Witness my hand and official seal.

My commission expires:

Notary Public

CONSENT TO DECLARATION

The undersigned lender hereby approves, ratifies and agrees to the foregoing Declaration of Covenants, Conditions and Restrictions for King's Deer Subdivision to which this Consent is attached.

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by _____.

Witness my hand and official seal.

My commission expires:

Notary Public

The undersigned lender hereby approves, ratifies and agrees to the foregoing Declaration of Covenants, Conditions and Restrictions for King's Deer Subdivision to which this Consent is attached.

Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by

Witness my hand and official seal.

My commission expires:

Notary Public

The undersigned Firetree Corporation, a Colorado corporation, hereby approves, ratifies and agrees to the foregoing Declaration of Covenants, Conditions and Restrictions for King's Deer Subdivision to which this Consent is attached.

FIRETREE CORPORATION,
a Colorado Corporation

By _____

Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by Firetree Corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

**AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS FOR KING'S DEER
SUBDIVISION**

THIS AMENDMENT ("Amendment") is made by King's Deer Homeowners Association, Inc., a Colorado nonprofit corporation ("Association"), with the approval or vote of at least the minimum required percentage of Owners. This Amendment will be effective upon recording in the records of the Clerk and Recorder of El Paso County, Colorado.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for King's Deer Subdivision was recorded on October 19, 1994 at in the office of the El Paso County Clerk and Recorder at Reception No. 9416894 (as amended, the "Declaration").

B. The Declaration provides for and allows for this Amendment pursuant to Section 27 of the Declaration, which provides, in part:

"This Declaration may be revoked or amended at any time by an instrument signed by two-thirds (2/3's) of the Owner of the Lots (one vote per Lot). All amendments shall be certified by the Association's President and Secretary as complying with this Paragraph, and the certified amendment shall be recorded in the real property records of El Paso County."

C. The Owners desire to amend the Declaration and have determined this Amendment to be reasonable and not burdensome.

D. The undersigned, being the President and Secretary of the Association, hereby certify that the at least two-thirds (2/3's) of the Lot Owners have approved this Amendment in writing.

E. Capitalized and not otherwise defined in this Amendment have the meaning ascribed to them in the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Amendment. Section 9, Paragraph D of the Declaration is replaced with the following:**

D. Limit on Annual Assessments. Until January 1, 1996 the maximum annual Assessments on each Lot shall be Fifty Dollars (\$50.00), and thereafter until January 1, 1997, the maximum annual assessment shall not exceed One Hundred and Fifty Dollars (\$150.00) and after that date it may be increased by the Association's Board of Directors at a rate not to exceed ten percent (10%) per year thereafter, provided however, that the annual Assessment, exclusive of any optional user's fees and any insurance premiums paid by the Association, shall not exceed \$450.00 per year.

2. No Other Amendments. Except as amended by the terms of this Amendment, the Declaration will remain in full force and effect.

3. Effective Date. This Amendment shall be effective upon recording.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

KING'S DEER HOMEOWNER ASSOCIATION,
a Colorado nonprofit corporation

By: Mike Sum

President

STATE OF COLORADO)

)

) ss.

COUNTY OF EL PASO)

The foregoing was acknowledged before me this 15 day of JANUARY, 2026, by Mike Sum as President of King's Deer Homeowners Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: MAY 26, 2026

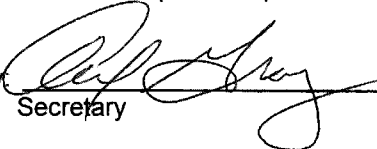
Joel Kientz
Notary Public

JOEL KIENTZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224021183
My Commission Expires: May 26, 2026

SECRETARY'S CERTIFICATE

The undersigned, being the Secretary of King's Deer Homeowners Association, Inc. a Colorado nonprofit corporation, hereby certifies that the written consent of Owners representing at least two-thirds (2/3's) of the Lot Owner was obtained, and that written ballots of such Owners approving the foregoing Amendment are on file in the offices of the Association.

KING'S DEER HOMEOWNERS ASSOCIATION, INC.
a Colorado nonprofit corporation

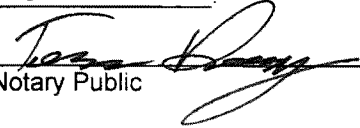
By: 
Secretary

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing was acknowledged before me this 12 day of January, 2026, by Alex Gray, as Secretary of King's Deer Homeowners Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Aug 29, 2028


Notary Public

