

**MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE GRASSLANDS AT COMANCHE/BIJOU PRESERVE**

**THIS MASTER DECLARATION** of Covenants, Conditions and Restrictions of The Grasslands at Comanche/Bijou Preserve is made this 1<sup>st</sup> day of September, 2008, by Holly Investment Company (hereinafter "Declarant").

**RECITALS**

A. Declarant is the owner of the real property in the County of Adams, State of Colorado, which is more particularly described on Exhibits "A" and "B" attached hereto and by this reference incorporated herein.

B. In addition, Declarant, or an entity granted written permission by the Declarant, without the necessity of approval of any other lot or property owner, may also record a "Notice of Applicability" of this Master Declaration with a legal description of such additional real property contained in Exhibit "B" (the "Expansion Properties") that the Declarant intends to be subject to this Master Declaration.

C. Submission of Property. The Declarant hereby submits the real estate described in *Exhibit A* and such additional real property as may be subsequently added, pursuant to the expansion rights reserved in this Declaration, together with and subject to all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "**Property or Properties**"), to the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time (the "**Act**") and to the terms and conditions of this Declaration. In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. Declarant hereby declares that all of the Property described in *Exhibit A*, and as added by expansion, shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Property, that this Declaration shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Lot Owner thereof.

D. Any "outlot(s)" and/or "easement(s)" on any Final Plat(s) subsequently designated for conveyance to the Association for open space, drainage, common fencing, common signage, and/or other purposes shall be accepted by the Association, subject to any improvements being installed by the Declarant, or an entity granted written permission by the Declarant, prior to such conveyance.

E. The Properties are areas of unique natural beauty. It is the desire and intent of Declarant to develop the Properties as a common interest community and to create a

community in which such beauty shall be substantially preserved and for the enjoyment and convenience of the persons living on the Properties. These covenants, conditions and restrictions, all of which are hereinafter included in the term "Master Declaration", are intended to secure such objectives.

## **DECLARATION**

NOW, THEREFORE, Declarant hereby declares that the Properties, including any property annexed to and made subject to this Declaration, are and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed, subject to the following uniform covenants, conditions, restrictions and equitable servitudes in furtherance of, and the same shall constitute a general plan for the subdivision, ownership, improvement, sale, use and occupancy of the Properties, and to enhance the value, desirability and attractiveness of the Properties. This Master Declaration shall run with the Properties and all parts thereof; shall be binding upon all persons having or acquiring any interest in the Properties or any part thereof; shall inure to the benefit of and be binding upon every part of the Properties and every interest therein; and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner and his successors in interest, and the Master Association and its successors in interest.

## **ARTICLE I - DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in the Master Declaration shall have the meanings hereinafter specified.

**ACT** shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.

**ALLOCATED INTERESTS** shall mean the undivided interest in the Common Elements, the Common Expense liability and the votes in the Association.

**ARCHITECTURAL REVIEW COMMITTEE** (hereinafter sometimes "Committee or ARC") shall mean the committee created pursuant to Article VI hereof.

**ARCHITECTURAL REVIEW COMMITTEE RULES** (hereinafter sometimes "Committee or ARC Rules") shall mean the rules adopted by the Architectural Committee pursuant to Section 6.03 hereof.

**ARTICLES** shall mean the Articles of Incorporation of the Grasslands at Comanche/Bijou Preserve Association, Inc., which have been or will be filed in the office of the Secretary of State of Colorado, as the same may from time to time be amended.

**ASSESSMENTS** shall mean assessments of the Association and includes both regular and special general assessments to all Association Lots, or an assessment against an individual lot owner for a specific purpose.

**ASSOCIATION**, herein after referred to as the "Association", or sometimes as

the "Homeowners Association" or the "HOA", shall mean the Grasslands at Comanche/Bijou Preserve Association, Inc., a non-profit corporation described in Article V hereof, and/or its successors.

**BP** shall mean the Bijou Preserve Subdivision, which is all the real property described on Exhibits "B" and "C" to this Master Declaration as the Bijou Preserve Property.

**BENEFICIARY** shall mean a first mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

**BOARD** shall mean the Board of Directors of the Association.

**BYLAWS** shall mean the Bylaws of the Association, which may be adopted by the Board, which may be amended from time to time.

**COMMUNITY** shall mean the Grasslands at Comanche/Bijou Preserve Communities.

**COMMON ELEMENTS** shall mean the property within this Community other than the Lots but shall include the Major Recreation Facilities, which portion of the Properties shall be owned by the Association and shall be as designated in a recorded Map and in this Declaration.

**COMMON EXPENSE** shall mean any expenditure made a liability received by or on behalf of the Association which is attributable to all Lots, (except the Non-Assessment Lots) regardless of class, together with any allocations to reserves.

**CUL DE SAC** shall mean E. 26<sup>th</sup> Court as depicted on the Plat.

**DECLARANT** shall mean Holly Investment Company and its successors by corporate merger or dissolution.

**DEVELOPMENT RIGHTS** or **SPECIAL DECLARANT RIGHTS** shall mean those rights set forth in this Declaration and those rights set forth in the Act.

**DEED OF TRUST** shall mean a mortgage or a deed of trust, as the case may be.

**DEVELOPER** shall mean any person or persons designated as such by Declarant. A developer shall only have those rights specifically assigned to the Developer by Declarant.

**DRAINAGE FACILITIES** shall mean those improvements constructed upon a Lot for drainage purposes, which include but may not be limited to ponds, ditches, culverts, pipes or other improvements incidental thereto.

**DWELLING** shall mean a single family residence constructed upon a Lot.

**EQUESTRIAN CENTER** shall mean the Major Recreational Facility constructed as a common element for use by the Owners and their guests.

**GAC** shall mean Grasslands at Comanche, which is all the real property described on Exhibits "B" and "D" to this Declaration as the Grasslands at Comanche Property.

**GOVERNING DOCUMENTS** shall mean this Declaration, the Articles of Incorporation and the Bylaws of the Grasslands at Comanche/Bijou Preserve.

**IMPROVEMENT** shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television or other utilities.

**IREA** shall mean the Intermountain Rural Electric Association who shall provide electric service to the Lots and Common Elements.

**LOT** shall mean any unit of land which is designed on any recorded Subdivision plat, whether or not improved, for a single family residence.

**LOTS THAT MAY BE INCLUDED** shall mean the total number of Lots upon completion of the subdivision that may be included in the Community. The total number of Lots that may be Included shall be 364.

**MANAGER** shall mean any person, firm, or corporation employed by the Association, and designated duties, powers, or functions of the Association.

**MAJOR RECREATIONAL FACILITIES** shall mean the Equestrian Center constructed upon Lot 12, Block 1, Filing 2 which shall be maintained by the Association and shall be a common element.

**NON ASSESSMENT LOT** shall mean either the Strasburg Fire Protection Lot or the Utility Lot which shall not be assessed but shall be subject to this Declaration of Covenants, Conditions and Restrictions.

**MASTER DECLARATION** (herein sometimes "Declaration") shall mean this instrument as it may be amended from time to time.

**NOTICE OF APPLICABILITY** shall mean a recorded notice with an attached Exhibit "B" legal description recorded by the Declarant to add property to the Community and make such property subject to the conditions and restrictions as outlined in the Master Declaration with exceptions and/or additional restrictions that are only applicable to the property described on the Notice of Applicability. Any additional

exceptions and/or restrictions shall be considered as being added to the Master Declaration and the property subject to these additional exceptions and/or restrictions shall be enforceable to the Association. Each Notice of Applicability shall constitute a supplemental Declaration.

**OCCUPANCY AND OCCUPIED LOT** shall be defined as a lot with a home for which a Certificate of Occupancy has been issued by Adams County.

**OWNER/MEMBER** shall mean the person or persons, including Declarant, holding an aggregate fee simple interest in a Lot.

**OWS** shall mean On-Site Wastewater Systems (OWS) consisting of a septic tank, leach field, and various other appurtenances. All OWS's shall include effluent filters and a high water alarm

**PERSON** shall mean a natural individual or any other entity with the legal right to hold title to real property.

**PLANS AND SPECIFICATIONS** shall mean any and all documents designed to guide or control the improvement or other proposal in question, including, but not limited to, those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

**PLAT or PLATS** shall mean the plat map for Grasslands at Comanche and/or Bijou Preserve subdivisions.

**PROPERTIES** shall mean all that real property described on Exhibit "A" and any property annexed into the Community by recordation of a Notice of Applicability.

**RECORD, RECORDED AND RECORDATION** shall mean, with respect to any document, the recordation of such document in the Office of the Clerk and Recorder of the County wherein the land lies.

**RULES** shall mean the rules adopted pursuant to Section 6.03 hereof, as they may be amended from time to time.

**SUPPLEMENTAL DECLARATION** shall mean any Declaration of Covenants, Conditions and Restrictions which may be hereafter recorded by Declarant.

**STRASBURG FIRE PROTECTION LOT** shall mean Lot 14, Block 1, Filing 2 which has been conveyed to the Strasburg Fire Protection District. The Strasburg Fire Protection Lot shall be subject to all covenants and restrictions contained herein but

shall not be allocated a vote in the Association and shall not be required to pay Assessments. In the event the Strasburg Fire Protection Lot is conveyed to a third party purchaser for the development of a Dwelling the Strasburg Fire Protection Lot shall be allocated a vote and shall be required to pay assessments.

**UTILITY LOT** shall mean Lot 1, Block 6, Filing 2 on which a natural gas or propane delivery system has been or will be constructed for the purpose of providing natural gas/propane to the community. The Utility Lot shall be subject to all covenants and restrictions contained herein but shall not be allocated a vote in the Association and shall not be required to pay Assessments. In the event the Utility Lot is conveyed to a third party purchaser for the development of a Dwelling the Utility Lot shall be allocated a vote and shall be required to pay assessments.

## **ARTICLE II - DEVELOPMENT OF THE GRASSLANDS AT COMANCHE/BIJOU PRESERVE**

Section 2.01 - Subdivision and Development by Declarant. It is contemplated that the Properties will be developed pursuant to the subdivision plan, as it may from time to time be amended or modified, in which the development of, and restrictions upon, each portion thereof benefit each other portion and the whole thereof. It is also contemplated that any and all property described on Exhibit "B" recorded with a "Notice of Applicability" of this Declaration, shall also be developed pursuant to a subdivision plan by the Declarant, or by written consent of the Declarant to another property owner.

Section 2.02 - On –Site Wastewater Systems (OWS). Lot owners are required to install the OWS on their lot in accordance with a permit issued from Tri-County Health, and shall provide inspection and maintenance access to all OWS facilities on their Lot to representatives of Tri-County Health and the Association. The Association shall be responsible for annual inspection of each Lot's OWS, and normal pumping (once every four years) of the septic tank as needed. Owners shall be responsible for inspection of the OWS between each annual inspection (if needed), all maintenance activities, except normal pumping of the septic tank, and all repair and replacement activities of the OWS. Lot owners shall not modify, alter, or repair the OWS on their Lot without written permission of the Tri-County Health Association.

The septic tank, mechanical components (pumps, etc.) for engineered systems (if applicable), effluent filter, high water alarm, observation pipes in the absorption area, and any other visible appurtenances shall be inspected every year by the Association's representative to determine the need to pump the septic tank and the need for repair and/or replacement of the OWS's components. The meter on the Owner's well shall also be read and recorded to determine the amount of annual water consumption. Depending upon use, some OWS tanks may require pumping more frequently than every four years, and some less frequently. Regular inspections of sludge and scum layers can determine that most appropriate pumping interval.

Other components of the OWS may also require maintenance, repair, and/or replacement. By December 31<sup>st</sup> of each year, the Association shall submit a report to

Tri-County Health Department for each occupied home. A copy of the report shall be available to all owners upon request. At a minimum, the report shall contain the following:

1. Addresses of homes in the subdivision(s) that have received a Certificate of Occupancy during the calendar year or the previous calendar year, and the date of issuance of the Certificate of Occupancy.
2. The current year's inspection report for each OWS.
3. A notation either that no problems were found at the time the system was inspected or pumped, or a description of the problems identified when the system was inspected or pumped, actions taken to correct the problem, and the outcome.
4. The annual water use, as determined from the well meter. If applicable, this information may also be supplied to other regulatory agencies (State Engineer, etc.).
5. The name, address, phone/fax numbers and e-mail addresses of the Association, and the Association's representative (if applicable).

The Association shall cause to be performed inspections and reporting activities of the OWS's, which may include the normal pumping (once every four years) of septic tanks, and if need be, replacement and/or cleaning of the effluent filter. The costs for these activities shall be borne as part of the Common Expense. Other maintenance, any non-routine pumping, repair, and/or replacement activities for each lot's OWS shall be responsibility of the Owner. The Association shall transmit a copy of the report to all occupied Lot Owners, where additional maintenance, any pumping, repair, and replacement of an OWS's components are required, along with a time schedule for completion of the requirements. The Report may also require changes in the excessive use and/or abusive practices of the OWS that is requiring more than normal pumping of the septic tank. In the event an occupied Lot Owner fails to perform the required activities, including termination of excessive use and/or abusive practices of their OWS, within the time period specified, the Association is empowered to perform these activities, including non-normal pumping of the septic tank and/or cleaning/replacement of the effluent filter, and to assess the costs of these activities to the occupied Lot Owner.

Section 2.03 - External Fencing and Common Signage. The external fencing and common entrance signage shall be installed by the Declarant. After installation, the external fencing and common signage shall be a Common Element and shall be maintained by the Association. The costs of maintenance, repair, and/or replacement activities of the external fencing and common signage shall be a Common Expense except for damages to the external fencing and/or common signage by an Owner, their guests or invitees. In this event, the Association is empowered to perform repair and/or replacement activities on the damaged external fencing and/or common signage, and to

assess the costs of these activities to the Owner.

Section 2.04 - Drainage. Drainage retention ponds and channels shall be constructed by the Declarant on portions of Lots in accordance with a Drainage Plan approved by the County. All Owners shall be required to allow maintenance access to all drainage facilities, but Owners shall be responsible for maintenance of all drainage facilities, including inlets, pipes, culverts, channels, ditches, hydraulic structures, and retention ponds located on their land, and shall not alter, modify, or obstruct drainage water flows to said facilities without written permission of the County and the Association. Within these drainage facilities, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the direction or volume of flow in drainage retention ponds and/or channels. Should the Owner fail to maintain said facilities, or alters, modifies, or obstructs drainage water flow to said facilities without written permission of the County and the Association, the Association is empowered to perform these activities and assess the costs of these activities to the Lot Owner.

Section 2.05 - Membership and Voting. Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Lot shall be entitled to cast one vote. Fractional and cumulative voting are prohibited.

Section 2.06 - Assessments. The Association shall bill all Lots within the Community in advance every year a fee for the Common Expenses which may include, but is not limited to, the operation, maintenance and upkeep of the Equestrian Center and the inspection of all OWS, and for other purposes such as maintenance of external fencing and common signage, general administration and operation of the Association, and for other legitimate activities of the Association. No Assessments shall be due until the Declarant conveys a Lot to an Owner other than the Declarant. Upon conveyance of the first Lot to an Owner other than the Declarant, the annual assessment shall be \$100/month, due for the balance of the calendar year and shall be paid in advance for the remainder of the calendar year in which the Lot was conveyed. The initial maximum annual assessment (\$1,200.00) shall be due and payable each year on January 1<sup>st</sup> for each subsequent year unless a different due date and payment interval is established by the Board of Directors. Commencing upon the second year of the project, Common Expense Assessments may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year adopted pursuant to Section 2.08 below. Assessments shall be allocated to each Lot equally.

Consolidated Lots pursuant to Section 3.20 does not eliminate the fee obligation of each Lot on the original plat map of the Properties.

Section 2.07 - Intentionally Left Blank

Section 2.08 - Annual Assessments. After the first fiscal year of operation, the budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by a majority of the total Association vote. Assessments for Common Expenses shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 2.09 - Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by a majority of the total Association vote. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 2.10 - Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: improvement, repair, replacement or maintenance specific to a Lot;
- (b) Improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (c) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- (d) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

Section 2.11 - Application of Payments. All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees,

lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

Section 2.12 - Creation of Association Lien and Personal Obligation to Pay Assessments for Common Expenses. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Assessments for Common Expenses and such other Assessments as imposed by the Association. Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became or fell due. The Association annual Assessments for Common Expenses and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments for Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the Assessments for Common Expenses are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Assessments for Common Expenses shall be assessed against all Lots equally.

Section 2.13 – Effect of Non-payment of Assessment.

(a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 10 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Failure to make payment within 45 days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

(c) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against a Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefore.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 2.14 – Working Capital. The Association or Declarant shall require all Lot Owners, at the time of closing on the Lot (other than Declarant), to make a non-refundable payment to the Association in an amount equal to 2 months of the annual assessments against that Lot in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of each Lot, as aforesaid, and shall be for the use and benefit of the Association. Such payment shall not relieve a Lot Owner from making regular payments of Assessments as the same become due.

### **ARTICLE III - GENERAL RESTRICTIONS**

All real property within Properties shall be owned, held, conveyed, encumbered, eased, used, occupied and enjoyed subject to the following limitations and restrictions:

Section 3.01 - Zoning Regulation. No land within the Community shall be occupied, used by, or for any structure or purpose which is contrary to the zoning regulations of the County of Adams, Colorado other than the Utility Lot and the Fire Department Lot. No use shall be allowed on any Lot within the Community, other than the Utility Lot and the Fire Department Lot, which would increase the rate of insurance on any other Lot or property within the Community.

Section 3.02 - Signs. Except as otherwise permitted by the Act, only One (1) "For Rent" or "For Sale" sign shall be permitted to be displayed on a Lot, if not larger than six (6) square feet; otherwise, no advertising signs, billboards, unsightly objects, or nuisance shall be erected, altered or permitted on any tract or lot, except each residence may have one sign stating the name of the resident, and any occupation or trade name, if not larger than two hundred forty (240) square inches. In addition, until 95% of the Lots are sold within the GAC/BP Subdivisions, the Declarant may erect and maintain 5' X 10' temporary signs and other miscellaneous advertising signage for advertising of lot and home sales. For any area added by a "Notice of Applicability", the same allowance for this signage would also apply.

Section 3.03 - Household Pets. No domestic animals totaling more than five (5) generally recognized house or yard pets shall be maintained on any lot, not counting puppies and/or kittens kept no longer than three months after birth, unless a temporary exception is obtained from the ARC, in writing, for puppies and/or kittens kept longer than three months after birth. All yard pets must be provided shelter and shading from the elements. If an Owner chooses to keep house or yard pets, said Owner shall at all times have them under his or her control, whether within the Owner's lot or in any other location within the property. Animals shall not be permitted to roam at will, and steps may be taken to control any animals not under the immediate control of their Owners.

No kennel shall house more than five (5) dogs, no animal kennel or dog run shall exceed a maximum of 800 square feet in size, and shall be a minimum of a 100' set back from any street, within a 50' setback from the boundary line of any Equestrian Easement, within a 150' setback from any residence on another Lot and/or a 50' setback from any other property and/or Lot line. The ARC may recommend and the Board may grant variance(s) to all these setback requirements, except those related to the distance from any street or Equestrian Easement. For variance requests to adjacent Lot lines and/or to a residence on an adjacent Lot(s), the Board shall give prior notice and the opportunity to receive input from the owner(s) of adjacent Lots and residence(s) on adjacent lots, prior to rendering a decision.

The runoff and erosion from all kennel(s) and dog run(s) shall be controlled so the runoff of waste water, manure, and other materials from all kennel(s) and dog run(s) does not flow onto adjacent properties and/or Lots, and/or public streets, and the runoff of uncontaminated water does not violate the approved Drainage Report(s) and Grading Plan(s) for the Community. The Owner shall be responsible for installing and maintaining all runoff control measures. The location and other features of all kennel(s) and dog run(s), including fencing, shall receive ARC approval.

Section 3.04 - Service Yards and Trash. Service equipment, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. The screening shall be complete within one year of the issuance of the Certificate of Occupancy.

Section 3.05 - Underground Utilities. All utility lines, water, gas, telephone lines, propane tanks, etc., serving a Dwelling within the limits of the GAC/BP Communities

must be underground and may not be above ground, except transformers, meters or light standards, excluding the utility supply lines constructed within the BP Subdivision located on Lots within the Cul de Sac.

Section 3.06 - Off Street Parking and Other Vehicle Restrictions. Each Lot shall be developed to provide for adequate off street hard surface parking area for at least two (2) automobiles per Dwelling, other than in the garage. No parking shall be allowed within the road right of way. Each Dwelling within the Community shall also have an all weather drive.

Section 3.07 - Nuisances and Noise. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within any Lot and no odor shall be emitted therefrom so as to render the property or any portion thereof unsanitary, unsightly, or offensive from any public or private street or from any other Lot. No noise or other nuisance shall be permitted upon any portion of a Lot so as to be offensive or detrimental to the occupants of any other Lot.

Section 3.08 - Exterior Maintenance and Repair. No Improvement shall be permitted to fall in disrepair and each Improvement shall at all times be kept in good condition and repair. No alteration, addition, and/or modification of the external appearance of any structure within the Community shall be allowed without prior ARC approval.

Section 3.09 - Restricted Use. No Lot shall be used for other than residential, single family purposes. "In-home" offices shall be allowed subject to compliance with the Adams County Development Manual and so long as no external appearance of such business use may be observed from the street or neighboring Lots. Warehousing, storage for hire, fabrication, or commercial operations are prohibited.

Section 3.10 - Restriction on Subdividing. No Lot shall be further subdivided except by the original Developer, his assigns or heirs, or except by the original Developer and/or another Developer on a property added by a "Notice of Applicability". Per Section 3.20, an Owner of two or more lots may consolidate the Lots into the one Lot through Adams County procedures in compliance with the Adams County Development Manual. At no time shall the number of Lots within the Community exceed the number of Lots that May be Included.

Section 3.11 - Livestock Maintenance. Owners of lots where livestock are allowed will be liable for the well-being, upkeep and cleanliness of the animals on their Lot. All livestock must be provided with shading and shelter from the elements within one month of the acquisition of said livestock. A manure management plan, to include collection and disposal, is to be submitted for approval to the HOA.

Section 3.12 - Lighting Restrictions. Lighting fixtures shall be installed so that glare is shielded and downcast as not to be directed or spill onto adjacent properties.

Section 3.13 - Drainage Facilities.

Should the lot owner fail to maintain said drainage facilities, or alter, modify, or

obstruct drainage water flows to said facilities without written permission of the County and the Association, the Association is empowered to perform these activities and assess the costs of the activities to the Owner.

Section 3.14 - Temporary Structures. No structure of a temporary character, including, but not limited to, a tent, shack, garage, barn or trailer or any other outbuilding shall be occupied and used as a residence temporarily or permanently. Any building must be completed within one year following issuance of a building permit.

Section 3.15 - Water Supply (Wells). The following requirements and specifications shall be the minimum for all water wells drilled for residential use on any building site. Any well may be of a larger diameter and proportionately heavier pipe than required.

(a) A pitless adapter shall be installed in the pipe at a depth below the frost line.

(b) All requirements of the Colorado Division of Water Resources permit must be met.

(c) Water well meters to be installed by individual lot Owner. All lot owners shall be required to allow reading of the meter to record water use by the HOA's representatives.

(d) Well must be drilled by a State of Colorado licensed well driller.

(e) Outside irrigation shall be limited to a maximum of 2,300 square feet on all lots in filings 1, 2, 3, & 4 of The Grasslands at Comanche Subdivision, and 3,900 square feet on all lots in filing 5 of The Grasslands at Comanche Subdivision as well as all lots of Bijou Preserve Subdivision. For each 2 large animals (horses, llamas, or other livestock etc.) kept on a lot, the maximum amount of irrigated area shall be reduced by 500 square feet on that Lot.

Section 3.16 - No Hazardous Activities. No activity shall be conducted on any portion of the Properties which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Properties and no open fires shall be lighted or permitted on any portion of the Properties except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace designed to prevent the dispersal of burning embers. All Common Element areas are also subject to these restrictions.

Section 3.17 - No Hunting Permitted. No hunting is permitted on any Lot or in any of the Common Elements.

Section 3.18 - No Off-Road Vehicles. No off-road motorized vehicles, either licensed or unlicensed, are permitted in the Common Elements.

Section 3.19 - Horses. Horses are permitted to be maintained upon a Lot upon

satisfaction of the following:

(a) Shelter. Shelter **must** be provided within one month of placement of horses on Lot.

(b) Number of Horses. No more than two (2) horses will be allowed for each Lot less than 5 acres and no more than four (4) horses will be allowed for each Lot equal to or greater than 5 acres. A temporary exception may be obtained from the HOA, in writing, for foals of mares kept on the Lot.

(c) Barn. A barn, constructed in accordance with the provision of Section 4.02, may be provided on each Lot only for use by horse(s), llamas or other permitted livestock and shall not include more than one stall for each allowable animal. The location, design, exterior appearance, and other features of all barns shall also receive approval of the ARC.

(d) Paddock or Corral. An outdoor paddock or corral may be constructed on the Lot.

(i) Size. The paddock or corral shall not exceed 1,000 square feet per acre to a maximum of 2,000 square feet, whichever is less, for lots less than 5 acres in size. See section 3.20 for consolidated lots.

(ii) Location. The paddock or corral must be adjacent to the barn. The paddock or corral must be located on the rear of the Lot, between the rear Lot line and the nearest line or point of the residence on the Lot, a minimum of a 100' setback from any street, a minimum of a 50' setback from the boundary line of any Equestrian Easement, a minimum of a 50' setback from any other property and/or Lot line, and a minimum of a 150' setback from a residence on any other Lot. The ARC may recommend and the Board may approve variance(s) to all these setback requirements, except those related to distance to any street or Equestrian Easement. For variance(s) requests to adjacent Lot lines and/or to a residence on any adjacent Lot(s), the Board shall provide notice to and receive input from the owner(s) of the adjacent Lot(s) prior to rendering a decision.

(iii) Use. Paddocks or corrals shall be used exclusively by livestock for exercising, roaming and walking purposes.

(iv) Paddock/Corral Fences. Paddock/corral fences shall be three to five rail fences constructed of a material which does not require painting and is essentially maintenance free. This fence may not exceed 72 inches or 6 feet in height.

(e) Runoff and Erosion Control. The runoff and erosion from all paddocks/corrals, barns, and any other structure and/or feature related to housing or controlling animals shall be controlled so the runoff of waste water, manure, and other materials from all paddocks/corrals does not flow onto adjacent properties and/or Lots, and/or public streets, and the runoff of uncontaminated water does not violate the approved Drainage Report(s) and Grading Plan(s) for the GAC/BP Subdivisions. The

Owner shall be responsible for installing and maintaining all runoff control measures. The location and other features of all paddock/corral locations and fencing shall receive ARC approval.

Section 3.20 - Consolidation of Lots/Increase in Outbuilding and Barn Size and Allowable Horses. If an Owner owns two (2) or more adjacent lots and provides an affidavit to the Association verifying that only one Living Unit shall be constructed on the combined lots, that the lots shall be treated as one, and the Owner waives his rights to sell any one of the lots separately, or if an Owner proves to the Association an approved and recorded Replat approved by Adams County consolidating two (2) or more adjacent lots, then the Association may approve in writing that a proportionate increased number of horses only can be kept on the Lot(s), and that one consolidated barn and paddock/corral area, proportionately larger, may be constructed on the consolidated Lot(s) as follows:

(a) Horses. An Owner owning two (2) or more adjacent lots or consolidating two (2) or more adjacent lots by a Replat may keep four (4) horses upon the Lot(s). No Owner shall be permitted to keep more than four (4) horses, regardless of the size or the number of the Lot(s) consolidated. A temporary exception may be obtained from the Board, in writing, for foals of mares kept on the Lot(s).

(b) Barn (Outbuilding)s. An owner owning two (2) or more adjacent Lots consolidated by a Replat may construct up to a four stall barn, provided however, that the total square footage of Outbuildings on the consolidated Lot shall not exceed 1,000 square feet per acre or 5,000 square foot total, whichever is less, inclusive of any detached garage combined with the barn and all other outbuildings.

(c) Paddock/Corral(s). An Owner owning two (2) or more adjacent lots or consolidating two (2) or more adjacent lots by a Replat may construct a larger paddock/corral, provided, however, that the paddock/corral area shall not exceed 1,000 square feet per acre or 5,000 square foot total, whichever is less.

(d) Feed/Animal Food Storage. Storage of feed and animal food is permitted, provided it is properly stacked, stored, and screened in accordance with a plan approved by the Association. If livestock feed or animal food becomes non-edible for livestock purposes, it must be removed immediately at Owner's expense.

The above may also be subject to separate approvals by Adams County as outlined in the Adams County Development Manual. The more restrictive shall govern, and proof of compliance with all appropriate County regulations and requirements shall be a requirement of all ARC and Board approvals. Once County approvals are obtained, the ARC or the Board shall also have the right to record a deed restriction describing in reasonable detail the building and other restrictions described in order to guarantee continuing compliance with the restrictions agreed to by the Lot Owner.

Section 3.21 - Corrective Actions, and Cease and Desist Orders.

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

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

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

(ii) suspending the right to vote and the right to use Common Areas;

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

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

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

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

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

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply

with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

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

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

#### **ARTICLE IV - PERMITTED USES AND RESTRICTIONS RESIDENTIAL AREAS**

Section 4.01 - Residential Areas. All property within any residential area, with the exception of the Equestrian Center and the Strasburg Fire Protection District Lot and Utility Lot, shall be improved and used solely for residential use. Until ninety-five percent (95%) of the Lots are sold within the Community, the Declarant may maintain up to 5 show/sales homes and may maintain up to two storage areas for storage of equipment and material necessary to conduct construction and maintenance activities, and to conduct lot and home sale activities. For any area added by a "Notice of Applicability", the same allowance for these uses would also apply.

Section 4.02 - Improvements and Use. Except as provided in Section 4.01 hereof, no Lot shall be improved or used except by a dwelling or structure designed to accommodate no more than a single family and its servants and occasional guests, plus a garage, fencing and such other Improvements as are necessary or customarily incident to a single-family residence; provided, however, that separate guest houses, and servants' quarters, and barns, stables and corrals may be erected on any Lot as permitted by the ARC and the applicable zoning.

Section 4.03 - Residential Use; Rentals. No residence on any Lot shall be used for any purpose other than single-family residential purposes. However, nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short or long-term basis subject to all the provisions of the Restrictions. No commune, cooperative or similar type living arrangement shall be permitted anywhere on Property. Either the Lot owner or the renter, but not both, shall have the right of use of all the Common Elements and Major Recreational Facilities.

Section 4.04 - Unsightly Articles. Except for up to Declarant storage areas as provided in Section 4.01 hereof, no unsightly article shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure; refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, sorted or allowed to accumulate on any property, except within an enclosed structure or appropriately screened from view; oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view. All such unsightly articles must be for the personal use of the Lot Owner only, and structures and screening devices must be approved by the ARC. Animal feed may be stored, provided it is properly stacked, stored, and screened in accordance with a plan approved by the Association. If livestock feed or animal food becomes non-edible for livestock purposes, it must be removed immediately at Owner's expense, and the Association may immediately issue an order to cease and desist, impose fines, and take all other actions necessary to enforce this provision.

Section 4.05 - Outside Irrigation Restriction. Outside irrigation shall be limited to 2,300 square feet on all lots in filings 1, 2, 3 & 4 of The Grasslands at Comanche Subdivision, and 3,900 square feet on all lots in filing 5 of The Grasslands at Comanche Subdivision as well as all lots of Bijou Preserve Subdivision.

## **ARTICLE V – THE GRASSLANDS AT COMANCHE/BIJOU PRESERVE ASSOCIATION**

Section 5.01 - Ownership. Only the Owners including Declarant shall be eligible to vote for committee members; provided, however, that no person shall be a member by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right of way, mineral interest, mortgage or deed of trust. Owner as defined in the preceding sentence shall automatically be eligible to vote on his part, and eligibility to vote shall be appurtenant to and shall run with the property interest ownership of which qualifies the Owner thereof. Voting eligibility may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest, ownership of which qualifies the Owner thereof, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

Section 5.02 - General Purposes and Powers of the Association. The

Association, through its Executive Board, shall perform functions and manage the Community as provided in this Declaration so as to: (a) protect the value and desirability of the Community; (b) to further the interests of the residents, occupants, tenants and guests of the Community and members of the Association; (c) to foster a vibrant, responsive and competent Association; and (d) to promote a harmonious community and responsible leadership. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 5.03 - Declarant Control. The Declarant shall have the reserved power, pursuant to Section 303(5) of the Act, to appoint and remove officers and members of the Executive Board, during the period of declarant control.

## **ARTICLE VI – ARCHITECTURAL REVIEW COMMITTEE (ARC)**

Section 6.01 - Members of the Architectural Review Committee. The Architectural Committee is referred to in these restrictions as the Architectural Control Committee, the Architectural Committee, The Committee, or the ARC. The initial ARC shall be appointed by the Declarant. It shall consist always of either three members or five members, as determined by the Declarant, or the Board as the successor to the Declarant. Each member of the ARC shall hold office until such time as he has resigned, has been removed with or without cause, or his successor has been appointed, as provided herein. Members of the ARC may be appointed or reappointed by the Declarant or the Board as the successor to the Declarant annually, or after each Annual Meeting, or after removal of an ARC member with or without cause by the Board or the Board as successor to the Declarant.

Section 6.02 - Declarant's ARC Powers. The Declarant may act and have the powers of the ARC over all lots owned by the Declarant, including the granting of variance(s), in the GAC/BP subdivisions until more than eighty-five percent (85%) of the Lots that may be included are owned by persons other than the Declarant. In the exercise of these powers, the Declarant shall provide the ARC with a copy of all Declarant's approvals. The Declarant may, at its' option, relinquish at any time part or all of these powers to the ARC of ARC's approvals within the Community prior to eighty-five percent (85%) of the lots within the Community being owned by persons other than the Declarant.

Section 6.03 - Review of Proposed Construction/Right to Issue Rules. Whenever in this Declaration the approval of the ARC is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. Prior to the commencement of any construction of an Improvement on any residential lot, the Plans and Specifications thereof shall be submitted to the ARC, and construction thereof may not commence unless and until the ARC has approved such Plans and Specifications in writing within 30 days of application. The ARC shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to the Declaration, and perform such other duties assigned to it by the Declaration or as from time to time shall be assigned to it by the ARC, including the inspection of construction in progress to assure its

conformance with Plans and Specifications approved by the ARC. The ARC shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The ARC may condition its approval of Plans and Specifications or such changes therein as it deems appropriate, and may require submission of additional Plans and Specifications or other information prior to approving or disapproving the material submitted. The ARC may also issue Rules or guidelines regarding anything relevant to its function, including, but not limited to, minimum standards and procedures for the submission of Plans and Specifications for approval. The ARC may require a reasonable fee to accompany each application for approval. The ARC may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including, without limitation, environmental impact statements. Until receipt by the ARC of all required Plans and Specifications and other information, the ARC may postpone review of anything submitted for approval.

Section 6.04 - Meeting of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time by resolution unanimously adopted in writing designate one of its members to make any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to Section 6.09. In the absence of such designation, the vote of a majority of all of the members of the ARC, or the written consent of a majority of all of the members of the ARC taken without a meeting, shall constitute an act of the ARC.

Section 6.05 - No Waiver of Future Approvals. The approval or consent of the ARC to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

Section 6.06 - Compensation of Members. The members of the ARC shall not be entitled to compensation from the Declarant or Owners for services rendered, but shall be entitled to reimbursement for expenses incurred by them in the performance of their duties hereunder. Such reimbursement shall be determined by Declarant while it has the right to approve or disapprove the members of the ARC and thereafter by the Owners.

Section 6.07 - Inspection of Work.

(a) Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

1. Upon the completion of any Improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the ARC at the time a Certificate of Occupancy has been issued.

2. Within such reasonable time as the ARC may set in its Rules, but not to exceed fifteen (15) days thereafter, the ARC or its duly authorized representative may inspect such Improvement. If the ARC finds that such work was not done in strict compliance with all approved Plans and Specification submitted or required to be submitted for its prior approval, it shall notify the Owner of the Association's Covenant Enforcement Policy in writing. The notice shall specify in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same within a specified time period not to exceed thirty (30) days.

3. If, upon the expiration of the specified time period from the date of such notification, the Owner shall have failed to remedy such noncompliance, the ARC shall notify the Board and the Owner in writing of such failure by U.S. mail.

4. If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Board shall hold a hearing with at least ten (10) days notice to the Owner and the ARC per the Associations Covenant Enforcement Policy to determine if there is a noncompliance. Upon conclusion of the hearing at which both the Lot Owner and the ARC may present other relevant evidence, the Board shall determine if there is noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board's determination. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may impose fines, remove the non-complying Improvement, and/or remedy the noncompliance, and the Owner shall reimburse the Board upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Board, the Board shall levy an assessment against such Owner, and may impose further fines against the Improvement in question and the land upon which the same is situated for reimbursement and payment of fines, and the same shall constitute a lien upon such land and Improvement and be enforced as in this Declaration provided.

5. If, for any reason after receipt of said written notice of completion from the Owner, the Board fails to notify the Owner of any noncompliance within the period provided above in subparagraph (4) of Section 6.07 (a), the improvement shall be deemed to be in accordance with said approved plans and specifications.

(b) Work in Progress. The ARC shall inspect all work in progress and give notice of noncompliance as provided above in subparagraph (2) and (3) of Section 6.07 (a). If the Owner denies that such noncompliance exists, the procedures set out in subparagraph (4) of Section 6.07 (a) shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the ARC shall find that such noncompliance exists. If the procedures set out in subparagraph (4) of Section 6.07 (a) are initiated, the Board shall also have the right to inspect the work in progress to determine compliance and noncompliance.

Section 6.08 - Non-liability of ARC Members. Neither the ARC nor any member

thereof shall be liable to the ARC or to any Owner or to any other Person for any loss, damage, or injury arising out of or in any way connected with the performance of the ARC's duties under this Master Declaration unless due to the willful misconduct or bad faith of the ARC or its member, as the case may be. The ARC shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement including the construction, alteration, or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and the Property generally. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

Section 6.09 - Variance. The ARC may recommend to the Board variances from any of the architectural provisions of this Declaration, including restrictions on heights, bulk, size, shape, floor area, land area, placement of structures, set-backs, colors, materials, or similar restrictions when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations may, in its sole and absolute discretion, warrant. The Board may, in whole or in part, concur with the proposed variance. If for any reason, the Board fails to approve or deny the variance after receipt by the Board of the ARC's approval recommendation, and no written objections are received from the owner(s) of the adjacent lots after at least ten (10) days of written notice, the variance shall be considered approved. If an objection is received, the Board may consider and grant in whole or in part, or deny a variance, after a hearing with at least ten (10) days written notice. If such a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of this variance shall not operate to waive any of the terms and provisions of this Declaration for any other purpose, except as to the particular property, the particular provision, and in the particular circumstance(s) covered by the variance.

Section 6.10 - Obligations With Respect to Zoning and Subdivisions. The ARC shall require all Persons to comply fully with the Planning and Zoning Department Regulations enacted by the County of Adams, Colorado, as outlined in the County's Development Manual, insofar as the same is applicable and as the same may hereafter be amended. Where an ARC approval and the County's Regulations conflict, the more restrictive shall govern.

## **ARTICLE VII - ARCHITECTURAL REQUIREMENTS**

Section 7.01 - Minimum Structure Size. Residential structures shall have a minimum square footage requirement as measured by the outside wall dimensions. Porches, decks, garages, patios or breezeways shall not be utilized in the calculation of the square footage requirements. The minimum size requirements shall be as follows:

- (a) Ranch: at least 1,800 square feet finished main floor.

(b) Two-story or Bi-level: 1,500 square feet finished main floor and 600 square feet additional minimum where 50 percent (50%) wall area minimum is exposed.

(c) Tri-level: 1,500 square feet ground floor and one adjacent level finished combined; 2,100 square feet total combined finished minimum.

(d) Full basement, crawl space greater than or equal to 3 feet, or a combination thereof required. Slab on grade construction not allowed.

(e) Attached minimum 2 car garages with a concrete floor shall be required for all residences. Said garage shall be a minimum of 400 square feet.

(f) All houses shall have a covered front porch with a minimum size of 60 square feet.

(g) The maximum height of the home shall be 35', and the maximum height of an outbuilding shall be 25' or the height of the home whichever is greater.

Section 7.02 - Integrity of Materials. Certain material standards shall be required to assure consistent and long-term property values within the subdivision. These shall be as follows:

(a) Wood frame,  $\frac{3}{4}$ " glass vinyl clad frame or fiberglass style windows shall be required. A minimum of dual pane construction is required. New technology shall be allowed as it becomes available if it meets the intent of the above.

(b) Insulation shall be a minimum of R-19 exterior walls and R-38 attic insulation.

(c) No vinyl exterior siding allowed.

Section 7.03 - Exterior Appearance.

(a) Exterior paint or stain colors shall be approved by the ARC prior to construction. Generally, earth tones shall be required. Lot owners shall be responsible for the timely upkeep and maintenance of exterior surfaces.

(b) All roof lines shall have a minimum of 24" eave overhang, a 6/12 pitch, and a minimum of 16" dormer and gable ends. All homes shall have roofing material with a minimum of 30 year guarantee.

(c) Prohibited: Mobile, earthen, A-frame, dome style, and other home styles which the ARC feels would detract substantially from the architectural quality of the adjacent lots.

(d) Fences. All fencing is subject to approval by the ARC. Fencing may be built along and to a Lot's property lines, except to those property lines with an Equestrian Easement. Along these Lot property lines, fences may only be constructed up to the boundary line of the Equestrian Easement. Other standards and restrictions on

fencing are as follows:

1. Privacy fences shall be permitted to a maximum of 72" (6'), and shall not extend past the front of the residence. The area to be enclosed shall be approved by the ARC and shall not be allowed as perimeter fencing.

2. Chain link over 48" (4') in height is prohibited, except dog runs by ARC approval and the two temporary storage areas as outlined in Section 4.01 hereof shall be allowed up to a maximum of 72" (6') in height chain link fencing.

3. All fencing shall require the approval of the ARC of its design, type, and location.

(e) Landscaping. All homes shall have at least 2-two-inch caliper deciduous trees and 2 evergreen trees. All homes shall have a minimum 1, 200 square feet of landscaped area, including natural grass, between the front property lines and front of the residence with low water landscape consumption planting being encouraged, unless a detailed xeriscape plan is approved by the ARC. An approved xeriscape plan, or landscaping conforming to the above standards, shall be completed within 12 months of occupancy. All other non-irrigated areas, where the natural grass has been compromised, shall be reseeded with non-irrigated native grasses within 6 months of occupancy to minimize soil and water erosion. All irrigated, xeriscape (if approved), and non-irrigated areas shall be kept in an attractive weed free condition, and replanting shall occur as needed to maintain an attractive weed free appearance. Non-irrigated grass areas shall also be mowed whenever grasses exceed 12" in height to minimize fire danger.

(f) Setbacks:

Front Lot Line – 50 feet minimum

Side Lot Line – 30 feet minimum (50' abutting a street)

Rear Lot Line – 50 feet minimum (50' from an Equestrian

Easement)

(g) Decks, roof overhangs and building appurtenances may extend into setbacks 4 feet maximum.

(h) Horizontal off-set: On all homes, the surface of the wall from one corner of the building to the next shall be broken at least once on a minimum of two of the facades or elevations of the building by a change in direction and then a return to the original direction.

(i) All homes shall have at least four of the following qualities:

1. Architectural detail around all windows.

2. Provision of covered walkways.

3. Provision of bay windows.
4. Provision of dormer windows.
5. The use of textured concrete, exposed aggregate or flagstone for all walks.
6. At least one roof break (roofs that turn a corner or change elevation.)
7. Provisions of a covered patio containing a minimum of 120 square feet.
8. Twenty percent (20%) brick, decorative rock, stucco, or some other similarly decorative wall surface visible from front Lot line (and abutting street side for a corner lot).

(j) Outbuildings, Detached Garages, and Barns. Two (2) maximum, not counting up to two (2) sheds totaling 200 square feet or less:

1. Must have exterior color similar to residence.
2. Must be located a minimum of 20 feet behind the farthest rear point of the residence and a minimum of 25 feet from any property line or Equestrian Easement.
3. Outside storage around outbuildings is prohibited except feed for animals, covered and/or screened in a manner approved by the ARC.
4. 1,000 square feet/acre of the lot maximum for all outbuildings, including barns and detached garages, to a maximum of 2,000 square feet for Lots of less than 5 acres, whichever is less, and to a maximum of 5,000 square feet for Lots of 5 acres or more, whichever is less, not counting up to 2 sheds totaling 200 square feet or less. No building shall have a length three times more than the width.

(k) Vehicles parked outside shall be licensed and operable. Boats, campers, etc., except to unload or hook-up, shall not be parked/stored on driveway or other area in front of the home, but shall be stored behind a screened fence or within an outbuilding.

## **ARTICLE VIII –**

### **SPECIAL AND RESERVED DECLARANT RIGHTS**

Section 8.01 - Development Rights and Special Declarant Rights. The Declarant reserves, through seven years after the recording of this Declaration, the following Development Rights and Special Declarant Rights:

- (a) the right to redesignate uses, to relocate boundaries between Lots,

enlarge the Common Elements, reduce or diminish the size of areas of the Common Elements, subdivide Lots or complete or make improvements, as the same may be indicated on Maps or plats filed of record or filed with the Declaration;

(b) the right to create or construct additional Lots, Common Elements and Limited Common Elements, to subdivide Lots and to convert Lots into Common Elements or to convert Common Elements into Lots;

(c) the right to add Lots and to subject all or any part of the property described in *Exhibit A* and *Exhibit B* attached hereto and hereby incorporated by reference and additional unspecified real estate to the provisions of this Declaration upon the substantial completion of improvements on any portion of that property;

(d) the right to amend the use restrictions included in this Declaration, together with the right to add new use restrictions;

(e) the right to withdraw all or any part of the Property from the Community, provided portions of the Property included within a building cannot be withdrawn once the Lot(s) is conveyed to an owner other than the Declarant;

(f) the right to make amendments to the Declaration or other Governing Documents to meet or comply with any requirements of FHA or VA;

(g) the right to exercise any development rights reserved or allowed in the Act;

(h) the right to use, and to permit others to use, easements through the Common Elements, as may be reasonably necessary;

(i) the right to appoint or remove any officer of the Association or any director during the Declarant Control period;

(j) the right to exercise any additional reserve right created by any other provision of this Declaration;

(k) the right to amend the Declaration in connection with the exercise of any development right; and

(l) the right to amend the Maps or plat in connection with the exercise of any development right.

Section 8.02 - Additional Reserved Rights . In addition to the rights set forth above, Declarant also reserves the following additional rights:

(a) *Sales.* The right to maintain mobile and other sales offices, parking lots, management offices and models in the Community or on the Common Elements.

(b) *Signs.* The right to maintain signs and advertising Lots within the Community for sale.

(c) *Dedications.* The right to establish, from time-to-time, by dedication or otherwise, public streets, utility and other easements for purposes including, but not limited to, public access, access paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions.

(d) *Use Agreements.* The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulations of parking and/or recreational facilities and/or Common Elements, which may or may not be a part of the Community.

(e) *Construction Easement.* Declarant and its assignees expressly reserve the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, and in Common Elements, and the future right to control such work and repairs and the right of access thereto, until completion. All work may be performed without the consent or approval of any Owner or holder of a security interest. Declarant and its assignees have such an easement through the Common Elements as may be reasonably necessary for exercising reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property.

(f) *Access Easement.* Declarant and its successors and assigns shall have an access easement to and from and real property accessible through the Community.

(g) *Other Rights.* The right to exercise any additional reserved right created by any other provision of this Declaration.

Section 8.03 - Rights Transferrable/Rights Transferred . Any rights created or reserved under this Article or the Act for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of Adams County. Such instrument shall be executed by the transferor Declarant and the transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Owners or any holders of a security interest

in a Lot. Any rights created or reserved under this Article or the Act for the benefit of Declarant may also be transferred to the Association by an instrument describing the rights transferred recorded in the real property records of Adams County. Such instrument shall be executed by the transferor Declarant and the Association as transferee. The rights transferred may then be exercised by the Association in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) with the consent of the appropriate Owner or any holders of a security interests on the Lot.

Section 8.04 - No Further Authorizations Needed . The consent of Owners or holders of security interests shall not be required for exercise of any reserved rights, and Declarant or its assignees may proceed without limitation at its sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the property in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved rights or to expand the Community beyond the number of Lots initially submitted.

Section 8.05 - Amendment of the Declaration or Map. If Declarant or its assignees elect to exercise any reserved rights with respect to amendments of the Declaration and/or Map, that party shall comply with the Act.

Section 8.06 - Interpretation. Recording of amendments to the Declaration and the Map or plat pursuant to reserved rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Community as expanded and to any Additional Improvements, and the same shall be added to and become a part of the Community for all purposes. All conveyances of Lots after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Map. Reference to the Declaration and Map in any instrument shall be deemed to include all Amendments to the Declaration, and the Map without specific reference thereto.

Section 8.07 - Construction. Subsequent to the initial Property and improvements made subject to this Declaration, any additional buildings, structures and types of improvements to be placed on the Property or any part thereof may be of such quality and type as the persons developing the same may determine, and those improvements need not be of the same quality or type as the Improvements previously constructed on the Property, nor of the same size, style or configuration. The improvements may be located anywhere in the Common Elements of the Community, the same being reserved for future development, or on the additional Property as may be added or as shown on the Map.

Section 8.08 - Termination of Reserved Rights. The rights reserved to Declarant, for itself, its successors and assigns, shall expire as set forth above or in the Act, unless (i) reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Executive Board may impose on the subsequent exercise of the expansion rights by Declarant, (ii) extended as allowed by law or, (iii) terminated by written instrument executed by the Declarant, recorded in the records of the Clerk and Recorder of Adams County, State of Colorado.

Section 8.09 - Additions by Others. Additions of Lots to the Community may be made by others than the Declarant, upon approval of the Association pursuant to a vote of a majority of a quorum of its members and upon approval of 2/3 of the Eligible Holders of first lien security interests. Such approval by the members and Eligible Holders of first lien security interests shall be evidenced by a certified copy of such resolution of approval and a supplement or amendment to this Declaration, both recorded in records of the Clerk and Recorder of Adams County, State of Colorado.

## **ARTICLE IX EASEMENTS**

Section 9.01 - Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common Area and any Lot to perform the duties of operation, installation, maintenance, repair and replacement of the Lot, Drainage Facilities or Common Elements provided for in this Declaration.

Section 9.02 - Utilities. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat(s) of the Community and on the approved drainage study. All utilities shall be installed underground, except for those noted in Section 3.05 above. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the public authority or utility company is responsible

## **ARTICLE X MISCELLANEOUS**

Section 10.01 - Term. This Declaration shall be covenants running with the land and have perpetual duration unless terminated pursuant to the terms of the Act.

Section 10.02 - Notices. Any notice permitted or required by the Master

Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day after, a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to the Person at the address given by such Person to the Master Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

Section 10.03 - Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of Declarant, as set forth in the Recitals and Declaration of this Master Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 10.04 - Enforcement and Non-Waiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and the Committee shall have the right to enforce all of the provisions of restrictions against any property within The Grasslands at Comanche/Bijou Preserve Subdivisions and the owners thereof. Such right of enforcement shall include both damages, including legal fees and costs, for and injunction relief against the breach of any such provision. The right of any Owner to so enforce such provisions shall be equally applicable without regard to whether the land (or other interest) of the Owner seeking such enforcement or the land (or other interest) whereon or with respect to which a violation of such provisions is determined to exist. Fines may only be imposed after adoption by the Board of a Fine Schedule to include a procedure for imposition of fines.

(b) Violation a Nuisance. Every act or omission whereby any provision of the restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense or the Association at their expense, whether or not the relief sought is for negative or affirmative action. However, only Declarant, and the Association and the duly authorized agents of either of them may enforce by self-help any of the provisions of the restrictions, and then only if such self-help is preceded by reasonable notice to the Owner in question.

(c) Violation of Law. Any violation of any Federal, State or local law, ordinance, or regulation pertaining to the ownership, occupancy or use of any property within The Grasslands at Comanche/Bijou Preserve Subdivisions is hereby declared to be a violation of the restrictions and subject to all of the enforcement procedures set forth in said restrictions.

(d) Remedies Cumulative. Each remedy provided by the restrictions is cumulative and not exclusive.

(e) Nonwaiver. The failure to enforce any provision of the restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such



**EXHIBIT A**

NONE

EXHIBIT B  
EXPANSION PROPERTIES

All of Section 33, Township 2 South, Range 62 West of the sixth principal meridian excepting the east 30 feet, the south 30 feet, the west 30 feet, and the north 30 feet and also excepting that part of the southeast one-quarter of Section 33 described as; beginning at the east one-quarter of said Section 33; thence south along the east line of said southeast one-quarter a distance of 205.50 feet to a point; thence west 30.00 feet to the true point of beginning; thence continuing west to a deflection angle to the right of  $90^{\circ}00'00''$  a distance of 150.00 feet; thence north on a deflection angle to the right of  $90^{\circ}00'00''$  a distance 150.00 feet; thence east on a deflection angle to the right of  $90^{\circ}00'00''$  a distance of 150.00 feet; thence south on a deflection angle to the right of  $90^{\circ}00'00''$  a distance of 150.00 feet to the point of beginning, contains 628.29 acres more or less.

Parts of Section 29, Township 3 South, Range 61 West of the sixth principal meridian, County of Adams, State of Colorado.

All or part of Section 28, Township 2 South, Range 62 West of the sixth principal meridian, County of Adams, State of Colorado.

EXHIBIT C  
BIJOU PRESERVE

Parts of Sections 29, 30, and 31, Township 3 South, Range 61 West of the sixth principal meridian, County of Adams, State of Colorado.

## EXHIBIT D

### GRASSLANDS AT COMANCHE PRESERVE

That part of the southwest one-quarter and the northwest one-quarter of Section 33, Township 2 South, Range 62 West, of the sixth principal meridian, County of Adams, State of Colorado, described as: Commencing at the southwest corner of said Section 33; thence  $N00^{\circ}20'00''$  E along the west line of the southwest one-quarter of Section 33, a distance of 30.00 feet; thence  $N89^{\circ}53'02''$ E parallel with the south line of the southwest one-quarter of Section 33, a distance of 30.00 feet; thence  $N00^{\circ}20'00''$ E parallel with the west line of the southwest one-quarter of Section 33, a distance of 885.08 feet to the point of beginning; thence continuing  $N00^{\circ}20'00''$ E parallel with the west line of the southwest one-quarter of Section 33, a distance of 1733.94 feet; thence  $N00^{\circ}20'00''$ E and parallel with the west line of the northwest one-quarter of Section 33 a distance of 2619.63 feet, being 30.00 feet south of, as measured at right angles from the north line of said NW  $\frac{1}{4}$ ; thence  $N89^{\circ}37'49''$ E and parallel with the north line of the northwest one-quarter of Section 33, a distance of 2603.02 feet, to the east line of the west one-half of said Section 33; thence  $S00^{\circ}13'24''$ W along said east line, a distance of 3234.04 feet; thence  $S89^{\circ}53'02''$ W, a distance of 229.49 feet; thence  $S35^{\circ}30'00''$ W, a distance of 335.00 feet; thence  $S89^{\circ}53'02''$ W, a distance of 275.00 feet; thence  $N57^{\circ}00'00''$ W, a distance of 232.00 feet; thence  $N00^{\circ}06'58''$ W, a distance of 170.00 feet; thence  $N50^{\circ}20'00''$ W, a distance of 340.00 feet; thence  $S89^{\circ}53'02''$ W, a distance of 910.00 feet; thence  $S18^{\circ}00'00''$ W, a distance of 532.00 feet; thence  $S57^{\circ}00'00''$ E, a distance of 575.00 feet; thence  $S00^{\circ}06'58''$ E, a distance of 560.00 feet; thence  $N89^{\circ}40'00''$ W, a distance of 869.00 feet to the point of beginning.

Containing 208.44 acres more or less

Containing 206.85 acres more or less excepting the west 10.00 feet and the north 10.00 feet for future right-of-ways.

EXHIBIT E  
EASEMENTS

Part of Section 33, Township 2 South, Range 62 West of the sixth principal meridian, County of Adams, State of Colorado, also known as The Grasslands at Comanche Subdivision as recorded on the Grasslands at Comanche PUD, case #PRJ2007-00004 and PRJ2007-00036.