



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR EAGLE HEIGHTS, SECOND FILING
A DEVELOPMENT FOR OLDER PERSON**

Declaration of covenants, conditions, and restrictions made this 13th day of May, 2024 by TAMARA VEGA and JOSEPH VEGA hereinafter referred to as "Declarant," concerning the residential subdivision known as EAGLE HEIGHTS, SECOND FILING, referred to as the subdivision.

RECITALS

A. This Declaration concerns the common interest community known as EAGLE HEIGHTS, SECOND FILING which is a planned community as defined by C.R.S. 38-33.3-103(22). The Association name is the EAGLE HEIGHTS HOMEOWNERS ASSOCIATION, INC.

B. EAGLE HEIGHTS SECOND FILING is located solely in the county of Pueblo, State of Colorado.

C. The following real property is included in the common interest community:

Lots 1 through 15 both inclusive, Eagle Heights, 2nd Filing according to the recorded plat filed for record on April 7, 2000 at reception number 1328022 and 1328026 in the Office of the Pueblo County Clerk and Recorder.

D. The maximum number of units shall be 15.

E. A plat or map describing the boundaries of each unit has been filed and recorded previously with the Pueblo County Clerk and Recorder on April 7, 2000 at reception numbers 1328022 and 1328026

F. There are no limited common elements and no real estate in the common interest community may be allocated subsequently as limited common elements.

G. Each unit is allocated an undivided one fifteenth (1/15) interest in the common elements and in the common expenses of the association and each unit shall be allocated one vote. The formula used to establish the allocation of interest is "unit/total number of units."

Provided however, if two lots are owned by the same owner and one home is built using both lots, the owner shall be entitled to only one (1) vote representing the two lots.

H. Parcels "A" and "B" have been dedicated and declared to be for the exclusive use of Lots 1 through 15 as an easement for parking, utilities and drainage as set forth on a plat filed for record on April 7, 2000 at reception numbers 1328022 and 1328026. Public utility easements and drainage easements have been dedicated to the public for perpetual use



according to the recorded plat filed for record on April 7, 2000 at reception numbers 1328022 and 1328026.

In consideration of the premises, all of the real property described above is subject to the following covenants, charges, assessments, conditions, and restrictions subject to the limitations contained in this Declaration.

**ARTICLE I
DEFINITIONS**

Section 1.1. "Association" shall mean and refer to EAGLE HEIGHTS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 1.4. "Common Elements" shall mean the storm drains, drainage system, detention ponds and easements dedicated to lots 1 through 15 and the public and any real estate within the community owned or leased by the association, other than a unit.

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, specifically Lots 1 through 15.

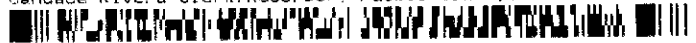
**ARTICLE II
STORM DRAINS, DRAINAGE SYSTEM AND DETENTION PONDS**

Section 2.1. The storm drains, drainage and detention ponds comprise a plan to benefit all lots in the Subdivision.

Section 2.2. The owners of all Lots shall be jointly and severally liable and responsible for the maintenance and repair of the storm drains, drainage system and detention ponds. The Association shall manage this obligation on behalf of the owners through the implementation of an assessment as set forth below and in conjunction with a contract between neighboring associations and other management agreements.

Section 2.3. No building or structure of any kind shall be placed in or on any easement on the property.

Section 2.4. Subject to the limitations set forth in this declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to



employ such agents as will enable it adequately and properly to carry out the provisions of this declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Each owner, by purchasing any lot in the common interest community shall automatically become a member of the Association and shall be bound by the terms and conditions of this declaration, the articles and bylaws of the Association and such rules and regulations as may be promulgated and adopted by the Association under such articles and bylaws. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.2. A Member shall be all Owners of a Lot and 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 a single Member. 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.

Section 3.3. On transfer, conveyance, or sale by any owner of all the owner's interest in any Lot, such owner's membership in the association shall thereon automatically cease and terminate.

Section 3.4. Except as provided in this declaration, the association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.

ARTICLE IV OLDER PERSONS PROVISIONS

Section 4.1. This development is designated as Housing for Older Persons pursuant to the Housing for Older Persons Act of 1995. (HOPA).

Section 4.2. At least Eighty Percent (80%) of the units shall include one resident owner who is verified to be over the age of fifty-five (55). The remaining members of the household shall be over the age of forty (40).

Section 4.3. The age restrictions shall be publicized in accordance with applicable law and enforced by verification of age at least once every other year.

ARTICLE V COVENANT AND MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. Each owner of a Lot is deemed to covenant and agree to pay to the Association: (1) a one time initial assessment of \$300.00 due at the time of initial purchase, (2) annual assessments or charges, and (3) special assessments as set forth below, such assessments to be



established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to a successors in title.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used to construct, maintain and repair the storm drains, drainage system, easements and detention ponds. In addition the assessments may be used to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the common elements and of the homes situated upon the properties. Assessments may be levied to construct, maintain and repair streets, sewer and water mains, curb and gutters, asphalt pavement and related work, gates, entrances, parks, watering and all common areas, maintenance of front lawns, trash removal, snow removal at two inches or more on streets, driveways and front walks and reasonably related services.

Section 5.3. Annual Assessment. Unless changed by a vote of two-thirds of the Lot owners, the annual assessment for any Lot in the common interest community shall be that amount last approved by two-thirds of the Lot owners. Such assessments shall not exceed \$2,700.00 per Lot per year unless approved by two-thirds of the Lot owners. Provided however, if two lots are owned by the same owner and one home is built using both lots, the assessment shall not exceed \$3,900 for the two lots combined unless approved by two thirds of the lot owns.

Section 5.4 Special Assessments for Capital Improvements> In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, completed repair, expected repair or replacement of the storm drains, drainage system or detention ponds or for the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common elements, including fixtures and personal property related thereto.

Section 5.5. Approval. Any special assessment must be approved by the Board of Directors of the Association and have the assent of two-thirds of the votes of the Lot owners at a meeting called for that purpose. Written notice of such meeting called for such purpose shall be sent to all members of the association at least thirty days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 5.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.



Section 5.7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence upon the first of the month following the date a lot is conveyed to a third party purchaser by the previous owner other than the developer or Declarant, prorated from date of ownership for the first month until assessments commence.

Section 5.8. Notice. It shall be the duty of the Association to notify all owners or contract purchasers of Lots within the common interest community, whose address shall be supplied to the Association, by sending written notice to each of such owners within thirty days after the date on which the assessment has been fixed and levied, giving the amount of the charge or assessment for the current year, when the same shall become due, and the amount due for each Lot or partial Lot owned by each such owner; provided however that the failure to provide such notice within thirty (30) days may be cured by a later notice and the obligation of the owner shall then be due and owing within the same number of days contained in the original notice to the other owners. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue assessments or charges in future years. Failure to deliver or levy an assessment due to a lack of an address for the owner of a particular Lot within the common interest community shall not discharge the obligation of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the Association of such owner's current address.

Section 5.9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) per annum. The Association may bring an action at law or equity against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements or abandonment of his lot.

Section 5.10. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a prior mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract shall extinguish the lien of such charges as to payments which became due prior to such sale, transfer, or cancellation or forfeiture of executory land sales contract.



ARTICLE VI INSURANCE OBLIGATION OF THE ASSOCIATION

Section 6.1. The Association shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies licensed to do business in Colorado, covering the risks set forth below. The types of coverages to be obtained and risks to be covered are as follows, to wit:

6.1.1 Bodily injury and property damage liability insurance in such limits as the Board may from time to time determine, but not in an amount less than \$100,000.00 per injury per person, per occurrence. Coverage may include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Association. All liability insurance shall name the Association, the Board, and the officers of the Association, as insured thereunder.

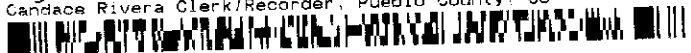
6.1.2 The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate.

Section 6.2. Insurance coverage on improvements and fixtures upon each lot, and liability coverage for the owners of each lot shall be the sole and direct responsibility of the owner thereof, and the Board of Directors and Association shall have no responsibility therefor. The Association shall be added to any such policy as an additional named insured.

ARTICLE VII ARCHITECTURAL CONTROL

Section 7.1. No building, fence, wall, or other structure or improvement whether residence, accessory building, tennis court, swimming pool, flag poles, mail boxes, exterior lighting shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made and no landscaping performed until the plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

Section 7.2. Procedure. The Board of Directors or Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after requests have been submitted in writing. In the event the Board or Committee fails to take action within thirty (30) days, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the members of the Board or Committee is required for approval or disapproval of proposed improvements. The Board or Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plans submitted to it, the Board or Committee shall take into consideration such matters which the Board or Committee deems appropriate, including, without limitation,



the design, style and construction of the proposed building on the Lot, the harmony of its design and architecture, the location, the terrain and the surrounding neighborhood and shall determine whether such proposed plan is consistent with the general terrain, the architecture of the other buildings located upon the properties subject to this Declaration; whether the plan submitted is in violation of this Declaration; and whether or not the construction or alteration of said building will adversely affect or decrease the value of other Lots and/or dwellings. The Board or Committee may make reasonable requirements of the Lot owner, including the submission of additional plans, to ensure conformance with the provisions of this Declaration and conformance with the plans submitted and approved. The Board or Committee may require such changes as may be necessary to conform to the requirements and purposes herein established.

Section 7.3. Variance Authority. The Board or Committee, in its sole discretion, shall have the authority, but not the duty, to grant reasonable variances from the provisions of this Declaration as hereinafter set forth. Applications for variances from the provisions of this Declaration must be in writing and directed to the Board or Architectural Control Committee and said variances shall only be granted if the Board or Committee, in its sole discretion finds that, owing to exceptional and extraordinary circumstances, literal enforcement of this Declaration will result in unusual hardship. Any variance granted hereunder shall run with the Lot for which said variance is granted and a written document setting forth the exact nature and extent of the variance granted, executed by the Board or Committee, shall be duly recorded with the Pueblo County Clerk and Recorder. A variance shall not be granted unless the Board or Committee shall find that all of the following conditions exist:

7.3.1 The variance will not authorize the operation of a use other than a private, single family residential use;

7.3.2 The variance will not substantially or permanently negatively affect or detract from the use of other properties in the common interest community.

7.3.3 The variance will not alter the essential nature of the common interest community.

7.3.4 The variance will not weaken the general purposes of this Declaration;

7.3.5 The variance will be in harmony with the spirit and purposes of this Declaration;

7.3.6 The circumstances leading the applicant to seek a variance are unique to the Lot or building site or its owner and are not applicable generally to Lots in the common interest community or their owners; and

7.3.7 The proposed variance will not adversely affect the value, desirability and attractiveness of the common interest community.



Section 7.4. Written Denial. Whenever the Board or Committee disapproves of any proposed plans or specifications, it shall state in writing its reasons for such disapproval in terms so that, where possible, the objections can be met by alterations acceptable to the Board or committee.

Section 7.5. Submission. All plans submitted to the Board or Committee shall upon request of the Board or Committee be left on file with the Board or Committee.

Section 7.6. Intent. It is the intent of this Declaration that the Board or Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse or an act in excess of its authority.

Section 7.7. Resolution. The Board or Committee shall resolve all questions of interpretation. This Declaration shall be interpreted in accordance with its general purpose and intent as herein expressed.

Section 7.8. Liability. Neither the Board of Directors nor the Architectural Committee shall be liable, in damages, whether in tort, contract, equity or otherwise, to any person or entity whatsoever by reason of any action, failure to act, approval, disapproval or the performance of duties pursuant to the provisions of this Declaration.

ARTICLE VIII EXTERIOR APPEARANCE

Section 8.1. Grounds and Landscaping. The Association shall be responsible for maintenance of landscaping and lawns of each developed lot and weed removal from undeveloped lots. The Association shall maintain the landscaping and lawn from the front of the house, along the sides of the house to the fencing, gate or the rear of the house. Lot owner shall be responsible for all other portions of the lot. Upon the owner's failure to do so, the Board of Directors or the Architectural Control Committee may, at its option, and without being required to do so, after giving the owner thirty (30) day written notice, engage in remedial actions including to have the grass, weeds, trees, shrubs and other vegetation cut or trimmed when, and as often as, the same is necessary in their judgment, and have dead trees, shrubs, grass and other plants removed from any lot to maintain an attractive appearance of the properties. The Board of Directors or Architectural Committee shall have the right, but not the obligation, to replace any plants so removed or to substitute landscaping materials or plants chosen by them.

Section 8.2. Repairs and Maintenance Upon an owner's failure to maintain any structure in good repair and appearance, the Board of Directors or Architectural committee may, at its option, and without being required to do so, after giving the owner thirty (30) days written notice of its intent to do so, make repairs to or improve the appearance of such structure in a reasonable and workmanlike manner.

Section 8.3. Cost The cost of such repairs, improvements or maintenance referred to in Sections 8.1 and 8.2 above shall be paid by the owner of the property upon which such



repairs, improvements or maintenance are performed. Upon owner's failure to pay said costs the Board of Directors or Architectural Control Committee shall have the right to pay said costs and collect said costs directly from the owner in any manner provided by law or these Declarations.

Section 8.4. Access at Reasonable Hours. For the purposes of performing the repairs, improvements or maintenance referred to in Sections 8.1 and 8.2 of this Article, the Board of Directors or the Architectural Committee, through its duly appointed agents, employees or independent contractors, shall have the right to enter upon any Lot or any structure situated thereon at reasonable hours on any day and such entry shall not be deemed trespass, provided that the owner(s) of the Lot are provided with 24 hours advance notice of such intent to enter upon the Lot or structure.

ARTICLE IX USE RESTRICTIONS

Section 9.1. Land use. All Lots shall be utilized for residential purposes only.

Section 9.2. Building Type. No structure shall be erected except one detached, single family dwelling and those accessory buildings and accessory structure that have been approved by the Board of Directors or the Architectural Control Committee. Said dwelling on lots one through seven inclusive shall be no more than one story in height above top grade and said height shall not exceed 25 feet measured from the top of the foundation to the highest point of the roof provided however that dwellings on lots 9 through 15 inclusive may be two stories. Walk out basements are permitted.

Section 9.3. Mobile Structures. No building shall be permitted on any Lot unless such building has been constructed thereon. The relocation of dwellings or structures from other locations to any Lot shall not be permitted. A fully enclosed, private garage designed for not less than two (2) cars shall be constructed with each single family dwelling. The fair market value for any dwelling constructed in the common interest community shall be consistent with the values of other dwellings in the common interest community. Determination of said value shall be at the sole discretion of the Board of Directors or the Architectural Control Committee.

Section 9.4. Lot Size and subdivision. No further subdivision or re-subdivision of any Lot or combination of the fifteen Lots designated 1 through 15 in the description of the recitals hereof shall be permitted except upon prior written approval of the Board of Directors or the Architectural Control Committee.

Section 9.5. Building Size. Any structure built on any Lot shall be of a size, quality and value consistent with the other properties and integrity of the development as determined by the Committee.

Section 9.6. Building Location. No building shall be located on any Lot in such a manner that the County zoning or other ordinances would be violated.



Section 9.7. Building Construction. All buildings erected on the properties shall be designed, constructed and maintained in accordance with the following standards, unless variances are approved by the Board of Directors or Architectural Control Committee:

9.7.1 All roofing materials, will be concrete tile, high grade composition shingles or better and must be approved by the Board of Directors or Architectural Control Committee. Tar and gravel will be allowed on flat roofs only, and may not be visible from ground level.

9.7.2 All chimneys must be constructed or covered with stone, earth tone brick, siding or stucco.

9.7.3 The materials for construction of all garage doors, patio covers, car ports, awnings, shutters and other trim shall be subject to prior approval of the Board or Committee.

9.7.4 All exterior walls shall be constructed of wood or Masonite products, designed for exterior treatment of dwellings, stone, stucco, brick or slump block. For purposes of this Declaration the term "brick" shall not include concrete blocks. Manufactured siding will require specific prior approval by the Board or Committee.

9.7.5 All front exposed concrete of 16 inches or more shall be covered with stucco or brick.

9.7.6 The color of all roofing materials, gutters and down spouts, garage doors, exterior walls and trim and all other exterior components of any dwelling or other structures must be approved by the Board or Committee. In the case of new construction, said property shall be acquired prior to the commencement of construction. In the case of replacement, repairs, repainting or other alteration of existing improvements, approval of the Board or Committee shall be obtained prior to commencement of work.

9.7.7 All aluminum windows shall be anodized and painted or coated a color to blend with the color of the dwelling.

9.7.8 Construction of a house must commence within nine (9) months after purchase of the Lot and must be completed within eight (8) months from the date of commencement. Commencement is defined as excavation. Completion is defined as a certificate of occupancy issued for the premises.

9.7.9 All homes must be built using a General Contractor licensed, bonded or insured in the State of Colorado.

Section 9.8. Fences or Walls

9.8.1 Fences or walls shall be allowed only in the rear portion of Lot extending from the front house line to the rear and must be tied into the fence on the rear Lot line. In the case of corner Lots, no fencing shall be closer to the side Lot line on the street side than the house side yard set-back line.



9.8.2 All fences and walls shall be designed and constructed as a visual extension of the architecture of the primary dwelling, including both scale and use of material.

9.8.3 All fences and walls shall be constructed of natural wood or like material or wrought iron, at a height not to exceed six (6) feet. No chain link fences shall be allowed.

9.8.4 All walls shall be constructed of stone, stucco or brick of a variety allowed for in the construction of exterior walls of dwellings.

9.8.5 Any Lot owner upon whose lot such fence or wall is situated shall be responsible for its maintenance in good condition and shall not cause or allow any alteration in its design, construction or appearance.

9.8.6 All fences and walls must be approved by the Board of Directors or Architectural Control Committee prior to erection.

Section 9.9. Landscaping

9.9.1 Within three (3) months of the date of actual occupancy of the dwelling (although extensions may be obtained upon approval of the Board of Directors), the entire front yard and all unfenced portions of the side yard and backyard must be fully landscaped. Front yard landscaping shall include a minimum of one (1) 24" box (minimum size) tree, and a minimum of six (6) 5 gallon (minimum size) shrubs suitable to the local weather conditions and environment. The entire Lot must be landscaped within one year of actual occupancy of the dwelling. The landscape design shall be harmonious and compatible with surrounding landscape styles.

9.9.2 The following varieties of trees shall not be permitted: Elm, Box Elder, Seed Ash, Thorny Locusts, female Cottonwood and Poplar.

9.9.3 No hedge, fence, tree, or shrub planting which obstructs sight lines to an elevation of six (6) feet above the road ways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same planting limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

9.9.4 The Association shall be given access to exterior landscape watering controls that may be used by the Association for watering during absences or neglect of the homeowner. The water control box shall be installed on the exterior of the structure.

Section 9.10. Easements. Easements, including those for the installation and maintenance of utilities and drainage facilities, are reserved in accordance with the recorded plat. The Association, at its option may install a well water supply system for



irrigation of individual Lots along side and rear of Lot lines in existing or to be created easements.

Section 9.11. Trash. No garbage, ashes, trash, scrap material, rubbish, grass or shrub clippings, or other refuse or receptacles or containers therefore, shall be stored, accumulated or deposited on any street, road or lot so as to be visible from any neighboring property or street, except during refuse collection. Trash receptacles or containers are to be inside garages, behind decorative fencing, or otherwise hidden from view except when placed at the front of the Lot for trash removal, for a period not to exceed one day per week. The burning of trash in outside incinerators, barbecue pits or the like is prohibited, it being intended that all refuse, trash, garbage and the like shall be hauled from the properties.

Section 9.12. Storage of Building Materials. No building material of any kind or character shall be placed or stored upon any Lot unless in connection with the construction or maintenance approved by the Board or Architectural Control Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced, diligently pursued and completed in a timely manner. For the purpose of this section, completion in a timely manner shall mean within 60 days from the date that the building materials are placed on the Lot unless an extension of said time period is applied for and granted by the Board of Directors or Architectural Control Committee or unless said construction is pursuant the provisions of this Declaration and covenants.

Section 9.13. Commercial Enterprises and Nuisances. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of, or in connection with any Lot or Lots. No noxious or offensive activity shall be carried on or upon any Lot, street or road nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.14. Temporary Structures No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be placed on any Lot at any time, either temporarily or permanently, and no used structure of any sort shall be moved onto any Lot.

Section 9.15. Signs. No owner or occupant shall post any advertisement, signs or poster of any kind upon any lot or upon any portion of the common elements, except as specifically authorized by the Association.

Section 9.16. Service Areas and Lighting. Service yards, wood piles or storage areas shall be located so as not to be visible from any street. Any exterior lights installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of neighboring Lots.

Section 9.17. Garage and garage doors. Garage doors are to be kept closed at all times except when in immediate use for ingress and egress. Garages shall be used only for motor vehicle parking and storage of household items and may not be converted to living or workshop space or used to engage in any commercial enterprise.



Section 9.18. Conflict with Zoning. In the event the terms and conditions of this Declaration conflict with the applicable zoning laws of the County of Pueblo, Colorado then the higher standard shall control.

Section 9.19. Grading of Lots. All Lots shall be graded by the builder in accordance with the drainage plan established for the subdivision by the Declarant. No Lot owner shall change or alter the grade of any Lot except by permission of the Board or Committee.

Section 9.20. Noise. All owners and occupants shall exercise due diligence to avoid making or permitting to be made any loud or objectionable noises and shall not use or play any musical instruments, radios, phonograph, television sets or any other instrument or device in such a manner as may disturb other owners or occupants.

Section 9.21. Use of Facades. It is prohibited to hang garments, rugs or any other materials of any kind from windows, balconies or from any of the facades of any improvements on lots.

Section 9.22. Animals. No person shall be allowed to keep, breed or raise any type of animal except that any owner may have not more than three dogs or cats on any one Lot. An owner may also keep pet fish and 2 pet birds within their premises. An owner is responsible for any damage caused by the animal(s) on the common elements. This includes cleaning up excrement of said animals. Failure of the owner to clean excrement of pets shall result in an assessment of a fifty dollar (\$50) cleaning fee. No animals shall be allowed on the general common elements outside of the owner's house, patio or garage, unless said animals are on leashes and are accompanied by their owners.

Section 9.23. Aerials, clotheslines and similar structures. No outside aerials, clothes lines, antennas, patio covers or similar structures shall be allowed unless first approved by the Board or Architectural Committee. An owner may erect or cause to be erected a flagpole no higher than 15 feet in height and only in a location preapproved by the Board or Committee of Architecture.

Section 9.24. Nuisance. No obnoxious or offensive activity of any kind shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to your neighbors or the general neighborhood. No fireworks are permitted to be ignited or used on any lot or common area. Vehicle travel on dedicated roads shall not exceed five (5) miles per hour. No boats, recreational vehicles or trailers shall be stored on any lot. Owner's vehicles shall be parked overnight in garages. No vehicle maintenance shall be conducted in view of other lot owners. Vehicle maintenance shall not cause or permit oil or other fluids to leak or stain any driveway, sidewalk or street.

Section 9.25. Guests. No owner and no owner's guests shall do anything or cause anything to be kept in or on the premises, private and common elements, which might result in an increase in the premiums of insurance obtained for the Association or which might cause cancellation of such insurance. No guests shall remain overnight for more that fourteen (14) nights. All guests shall park vehicles in the areas designated for guest parking.



Section 9.26. Architectural Design Architectural standards are established to the end that the common interest community may benefit from the natural advantages of its particular location. Traditional as well as Formal styles such as French Provincial, English Tudor and Colonial, Southwestern and Western styles of architecture, typical of the Colorado Region are desirable. Ultra Modern, futuristic or geodesic dome styles shall not be allowed. Whenever possible, garages shall be designed so that garage doors do not face the street, i.e., garages should be entered from the side or rear.

Section 9.27. Foundations and Drainage All plans submitted to the Board or Architectural Control Committee shall contain foundation and drainage plans approved by the County of Pueblo. All foundation, drainage plans, landscaping and other structures which will disturb the natural drainage of the land shall include perimeter drains and shall be designed in a manner such that water shall not be diverted onto neighboring properties. All foundation and drainage plans shall be designed, approved and stamped by a professional engineer licensed in the State of Colorado whose qualifications have been reviewed and approved by the Board or Architectural Control Committee. Said licensed professional engineer shall inspect the foundation and drainage system during construction to ensure compliance with the submitted plans, and submit a written certification of compliance to the Board or Architectural Control Committee within six (6) weeks after the start of construction and within two (2) weeks of inspection.

Section 9.28. Conflict. When a difference occurs between the Bylaws, Declaration and City Ordinances, the City ordinances take precedence. Declarations will take precedence over Bylaws.

ARTICLE X GENERAL PROVISIONS

Section 10.1. Addresses. The official address of the association is 1304 Aquila Drive, City of Pueblo, County of Pueblo, State of Colorado, 81008 and shall remain so until changed by the Association, at which time the Association shall notify each member thereof of the change in address. Each Lot owner or Lot purchaser, on purchase of such Lot, shall immediately notify the association of such owner's name and address.

Section 10.2. Notice. Any communication from the Association to an owner, shall be sufficiently served if delivered by mail or otherwise:

- (a) To the dwelling situate on the Lot owned by the owner; or
- (b) If there is no dwelling, then to the address furnished by the owner to Association and if the owner has not furnished an address, then to the most recent address of which the Association has a record.

Section 10.3. Action in Writing. Notices, approvals, consents, extensions, applications and other action provided for or contemplated by the covenants shall be in writing and shall be



signed on behalf of the party who originates the notice, approval, consent, application or other action. Permission, consent or approval of the Association or any other person or entity under these covenants is not effective unless in writing.

Section 10.4. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.5 Fees and Costs. The awarding or collection of attorney fees or costs incurred in the enforcement of these declarations, any bylaws, articles, rules or regulations of the Association or the provisions of shall be controlled by the provisions of CRS 38-33.3-122 as now existing or as may be hereinafter amended.

Section 10.6. Severability. Invalidation of any one of these covenants by judgment or court order shall not affect the other provisions which shall remain in effect.

Section 10.7. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended pursuant to C.R.S. §38-33.3-217 as presently written or hereinafter amended, only by vote or agreement of lot owners of lots to which at least more than fifty percent (50%) of the votes in the Association are allocated.

Section 10.8. Termination. This declaration may be terminated, and all of the real property now or hereinafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of seventy-five percent (75%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement of agreements for that purpose, and filing the same with the Pueblo County Clerk and Recorder, State of Colorado. In the event of a termination of this Declaration, Pueblo County will have no obligations of any nature towards the construction and maintenance of storm drains, drainage and the detention ponds except as may be expressly imposed by law.

Section 10.9. Initial Directors. The initial members of the Board of Directors of the association shall be Joseph D. Vega of 1304 Aquila Drive, Pueblo, Colorado 81008, Tamara Vega of 1304 Aquila Drive , Pueblo, Colorado 81008.

In witness whereof, the undersigned, has caused this declaration to be executed on the date indicated below.

By: _____

Joseph D. Vega

