



ARMONIA RANCH DECLARATION OF COVENANTS

THIS DECLARATION ("Declaration") is made as of the 5th day of February, 2010, by Joy M. Russell and Matthew T. Russell, hereinafter called Declarant, as the owner of Armonia Ranch Subdivision ("Armonia Ranch" or "Subdivision" herein) situate in the County of El Paso and State of Colorado and legally described on Exhibit A attached hereto.

RECITALS

WHEREAS, Declarant desires to preserve Armonia Ranch as an exclusive, high quality residential area of lasting value, and this Declaration has been designed to that end. Property owners in Armonia Ranch should be people who value quality of life, who will respect, uphold and observe the letter, spirit and intent of these Covenants, and who will insist upon their strict enforcement.

NOW THEREFORE, Declarant makes this Declaration and hereby declares that this Declaration shall constitute Covenants to run with the Property, and further declares that the Property shall be owned, used, occupied and conveyed subject to the Covenants, restrictions, easements, charges and liens set forth in this Declaration, all of which shall be binding upon all persons owning or acquiring any right, title or interest in the Property, and their heirs, personal representatives, successors and assigns. Declarant, in addition to the ordinances of the County of El Paso, Colorado, shall be and are hereby bound by the Covenants set forth herein, and that the Property described in these restrictions shall be held and enjoyed, subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements.

SECTION 1: DEFINITIONS

The following words when used in this Declaration shall have the following meanings (unless the context indicates otherwise):

- a. "ACC" shall mean the Architectural Control Committee for Armonia Ranch appointed or elected in accordance with the provision of Section 3.
- b. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges and liens described in this Declaration.
- c. "Dwelling" shall mean a structure consisting of one or more floors, designed and intended for occupancy as a single-family residence and located within the boundaries of a Lot. The Dwelling includes any garage or other structure included within the boundaries of the Lot in which the Dwelling is located and attached to and forming an integral part of the main residence.

- d. "Property" shall mean all of the real property submitted to this Declaration, including the Dwellings and all other improvements located on the Property now or in the future. The Property as of the date of this Declaration is legally described in attached Exhibit A.
- e. "Homeowners Association", "HOA" or "Association" shall mean the Armonia Ranch Homeowners Association, Inc., a Colorado not for profit corporation, or its successor.
- f. "Lot" shall mean any platted Lot subject to this Declaration upon which a Dwelling is located or intended to be located, including all improvements thereon.
- g. "Member" shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably.
- h. "Occupant" shall mean any person or persons other than an Owner in possession of or residing upon a Lot.
- i. "Owner" shall mean a Person who owns a Lot, but excluding contract for deed vendors, mortgagees and other secured parties. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.
- j. "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- k. "Plat" shall mean the recorded plat of Armonia Ranch.
- l. "Structure" shall mean any thing or device other than trees and landscaping, the placement of which upon any Lot shall affect its architectural appearance including, by way of illustration and not limitation, any Dwelling, building, garage, porch, shed, kennel, greenhouse, solarium, driveway, walk, patio, swimming pool, tennis court, fence, communications equipment, mailbox, wall or outdoor lighting fixture or device, and shall also include any excavation or fill, the volume of which exceeds ten (10) cubic yards, and any excavation, fill, ditch, berm, swale, or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or affects or alters the flow of any waters and any natural or artificial stream, wash or drainage way upon or across any Lot.

SECTION 2: DESCRIPTION OF LOTS

- 2.1 **RESIDENTIAL USE:** There are fourteen (14) Lots within Armonia Ranch, all of which are restricted exclusively to residential use except as may be permitted under Section 5.4. Each Lot constitutes a separate parcel of real estate. No additional Lots may be created by the subdivision or conversion of Lots. All Lots shall be residential Lots and shall be used only for custom-built residential homes and country estates of harmonious design, complementing the natural terrain of the Property and complementing other homes constructed in the area.
- 2.2 **PRIOR APPROVAL FOR CONSTRUCTION:** No structure shall be erected, altered, converted, placed or permitted to remain on any Lot other than one single family Dwelling not to exceed three (3) stories in height and one additional ancillary building. Such additional ancillary building shall be consistent with the architecture of the single family Dwelling and shall be permitted at the sole discretion of the Architectural Control Committee, provided that such is not used for any commercial purpose. All construction is subject to approval by the Architectural Control Committee (ACC) and, if applicable, the El Paso County Regional Building Department. No structure on any Lot may be erected prior to completion of the main Dwelling. No mobile homes or premanufactured homes of any type will be permitted upon the Property.
- 2.3 **LOT ACCESS:** Access to the Lots shall be only thru the platted cul-de-sacs and not via Burgess Rd or Goodson Rd. Access to Lot 9, currently via Goodson Rd., shall be relocated to Dark Sky Trail when such road is constructed by Declarant.
- 2.4 **RECORDED EASEMENTS:** The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat. If Owner buys contiguous Lots, easements and setbacks shall apply unless Owner vacates common boundary through appropriate government agencies.
- 2.5 **EASEMENTS ARE APPURTENANT:** All easements and similar rights burdening or benefitting a Lot or any other part of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the terms of the easement. Any recorded easement benefitting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.
- 2.6 **IMPAIRMENT PROHIBITED:** No person shall materially restrict or impair any easement benefitting or burdening the Property; subject to the provisions of this Declaration. In no event shall such easements be enclosed, fenced upon, excavated, or in any other way encumbered or restricted by any Owner. Owners are responsible for providing access to utility companies and other government agencies who have reason to use said easements, and if damage is done to fences, shrubbery or plantings in said

easements, Owners shall have no recourse against Declarant, Homeowners Association, or the Architectural Control Committee. No building or similar structures may be placed in the easements unless vacated by agencies involved, and it is recommended that they be kept open and unfenced.

- 2.7 DWELLING SIZE: The size of Dwellings is established to reflect the Declarant's intent regarding the high quality of the development. The ACC may grant requests for minor variances to size criteria when other factors which enhance quality of the structure and Armonia Ranch conclusively justify such variances. The foot print at grade level for any Dwelling shall be not less than two thousand five hundred (2,500) square feet, excluding the area of any attached garage. For Dwellings with multiple grade levels, the ACC may use its discretion in calculating the size of the foot print. Garages will be of a size to accommodate not less than two cars, and garage doors will be kept closed. All garages (attached or detached) shall be fully enclosed.
- 2.8 BUILDING LOCATION: Before or when the Dwelling plans are submitted, there shall be submitted to the ACC a separate plot plan showing the planned location of all improvements contemplated upon the Lot. The ACC shall have the right to alter the site location or deny construction if, in the opinion of the ACC, the proposed site location will unduly interfere with adjoining Lots as to the view, proximity of construction, natural growth or terrain, or aesthetic effect. Further, the ACC may alter the site location or deny construction if the structure poses other potential interference with existing or proposed construction on adjoining Lots.
- 2.9 SETBACKS: No Structure of any kind shall be located on any Lot nearer than one hundred (100) feet to the front Lot line nor nearer than fifty (50) feet to any rear or side Lot line, with the exception of fencing as described in Section 5.10. Exceptions to the setback requirements may be made by the ACC in cases where extenuating circumstances exist, provided, however, that any such exceptions must be requested in writing and granted by the ACC in writing. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of the Structure.
- 2.10 EXISTING IMPROVEMENTS: As of the date of this Declaration, improvements including a Dwelling, ancillary building and fencing already exist on Lot 9 and Lot 10. These improvements may remain in their present condition and locations and may be maintained, repaired and replaced with substantially similar improvements in the same locations notwithstanding that such improvements are not in compliance with all Covenants. Such instances, include without limitation, the location of the barn in front of the house and within the front and side lot setbacks, and fencing that does not comply with sections 5.10. Any replacement of the barn and fencing outside their current locations shall be required to comply with these Covenants.

SECTION 3: ARCHITECTURAL CONTROL AND DESIGN

3.1 - Architectural Control Committee

- 3.1(a) **FORMATION:** The Architectural Control Committee (hereinafter referred to as ACC) shall be established to assure that Armonia Ranch shall become and remain an attractive residential community by requiring intelligent architectural control of building design, placement, materials, colors and construction, and landscaping. The ACC shall be initially composed of Declarant and two persons appointed by Declarant. After construction of ten (10) complete Dwelling units with the subdivision, Declarant shall appoint one (1) member of the ACC from among the owner occupants of said Dwellings to serve for three (3) years, after which that owner occupant member of the ACC may be elected for a minimum three (3) year term by a simple majority vote of all owner occupants of completed Dwelling units. Declarant may thereafter appoint a second owner occupant ACC member for similar initial term and subsequent election in similar manner. Declarant shall remain on ACC until all Lots have completed Dwelling units on them; however, at its option and timing, Declarant may relinquish full control of the ACC to the Owner occupants, at which time all three (3) members will be subject to election as provided herein.
- 3.1(b) **REMOVAL OF MEMBERS:** Any elected member of the ACC whose performance is found objectionable by other Owners may be removed by a vote of two-thirds (2/3) majority of the Owners. In the event of the death or resignation of any elected member of the ACC, the remaining members of the ACC shall have full authority to designate a successor to fulfill the remaining term.
- 3.1(c) **LIABILITY OF ACC:** Neither Declarant, any member of the ACC, nor any persons acting on their behalf, shall be liable in damages to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests, or with regard to any other good faith actions taken by the ACC under authorization of these Covenants.
- 3.1(d) **RECORDS RETAINED BY ACC:** The ACC shall maintain minutes of its meetings and records of election of its members. It shall retain a complete file of applications, home plans, and locations sketches. Said documents will be retained by Declarant and later by Chairman of the ACC for at least six (6) years from completion of construction. If requests for additions are made, both original plans and plans for such additions will be kept for six (6) years from the time the plan for addition was submitted.
- 3.1(e) **COMPENSATION:** Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

3.2 - Procedures for Obtaining Approval of Plans

The following procedures shall apply whenever an Owner proposes to construct or modify a Structure or to install landscaping.

3.2(a) Plans shall be submitted to any member of the ACC.

3.2(b) If an Owner believes that his plans may encounter serious objections, he should submit preliminary house drawings and/or a preliminary sketch plan and request in writing preliminary approval before having detailed, expensive architectural plans drawn. Approval of said sketch plans will not constitute final approval.

3.2(c) Owner (not builder) shall make written application on a Form provided by and obtained from ACC which will be submitted with the following attachments:

Two (2) copies of a sketch map drawn to scale showing the exact location on the Lot of all proposed improvements (Dwelling, well, septic field, other building, and barn/corrals even if only contemplated for the future). Exact proposed setbacks from Lot lines must be delineated. Access routes (driveways) to proposed structures and any clearing, planting or fencing must be included. Topographic maps showing terrain lines are recommended.

Two (2) complete sets of construction plans for building(s), detailing floor plan, elevation, site location, and exterior building materials.

Color samples of all exterior materials including, but not limited to roofing material, siding material, stone or brick and trim paints.

3.2(d) After receiving a complete proposal with all required attachments, the entire ACC will meet as a group to discuss, examine, consider, make field trips to the Property, and approve or disapprove all submissions in writing. ACC will return a copy of the application form with comments, if appropriate, and signed copies of one set of location sketch and building plans. If approved, the other set of plans, location sketch and the color samples will be kept in the files of the ACC. The ACC may require the owner to make other submissions, to include material samples, pursuant to considering any application.

3.2(e) The ACC may take up to thirty (30) days to approve or disapprove submissions, and if disapproved, may take thirty (30) days to consider any resubmitted plans. Normally, submissions will be approved or disapproved in a few days, but Owners should plan sufficiently in advance to give the ACC time to thoroughly examine plans, make onsite inspections and make well considered decisions. In the event that the ACC fails to approve or disapprove within thirty (30) days after written submission, Applicant shall

serve notice of intent to proceed upon the ACC; if no approval or disapproval is granted within fifteen (15) days of ACC receipt of said notice, then approval shall not be required, and the related Covenants requiring ACC approval shall be deemed to have been fully complied with, provided that all other Covenants herein have been properly observed. In no event shall a submission deemed approved by inaction of the ACC authorize violation of a specific prohibition or restriction contained in these Covenants.

- 3.2(f) A simple majority vote (2 out of 3) of the ACC will determine approval or disapproval; however, unless all three (3) members of the ACC have been given the opportunity to vote and all three (3) have signed the form, the approval or disapproval is not valid. The members of the ACC will coordinate and work in concert with each other and report their decisions as a group and not individually.

3.3 - Authority of Architectural Control Committee

- 3.3(a) **AUTHORITY:** The ACC is empowered to approve or disapprove, in writing, all plans for construction, site locations, clearing, planting, landscaping, fencing and any other changes in the natural environment of Lots in Armonia Ranch. Disapproval of submissions by the ACC may be based on any ground, including purely aesthetic grounds. If such submissions are disapproved, the ACC shall give written reason for said disapproval to applicant, and may require submission of additional plans specifications and material samples, and such changes as it deems necessary for a proposal to conform to the overall intent as herein expressed.
- 3.3(b) **SITE LOCATION:** The ACC shall have the right to alter the site location or deny construction if, in the opinion of the ACC, the proposed site location will unduly interfere with adjoining Lots as to the view, proximity of construction, natural growth or terrain, or aesthetic effect. Further, the ACC may alter the site location or deny construction if the structure poses other potential interference with existing or proposed construction on adjoining Lots.
- 3.3(c) **REMOVAL:** The ACC may prohibit construction of fences, houses, barns or any other improvements to any Lot, and to order their modification or removal if written application was not made by the Owner, if approval was not granted in accordance with these Covenants, or if actual construction is different from the approved plans.
- 3.3(d) **VARIANCES:** The ACC, upon written request, shall have the authority to grant, in writing, variances from the provisions of this Declaration of Protective Covenants. Such variances may be granted as they apply to construction and setbacks in cases of irregularly shaped Lots, unusual terrain, highly desirable building sites close to Lot lines, or other conditions wherein the strict enforcement of these conditions would result in unusual hardship. The ACC shall be the sole and exclusive judge of whether or not such hardship exists. It is the intent of these declarations that the ACC shall exercise broad

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

3.4 - Architectural Design and Requirements

- 3.4(a) **CONSTRUCTION:** No construction, not heretofore approved by the ACC, can be erected, removed, converted, placed, added to maintained or altered on any Lot until the construction plans and specifications, to include design, height, materials, and colors to be used, and a plot plan showing exact location of the structure(s), have been approved by the ACC in writing as to quality of workmanship and materials, harmony of external design with existing structure(s), location with respect to other structures planned, and as to topography and finished grade elevation. This requirement applies both to new construction and to subsequent repainting, changes, major repairs and additions to Structures and to landscaping.
- 3.4(b) **COLOR:** Structural color schemes will be compatible with the natural environment of the subdivision. Subdued, unobtrusive natural or earth colors will normally be required, and color samples must be submitted with plans.
- 3.4(c) **FACING:** Exposed concrete on buildings will be stuccoed, or covered with brick, stone or other material meeting approval of ACC. If brick or stone is used as facing, it must be used on all sides of a Dwelling seen from the road or other Lots. Metal or vinyl siding is not permitted on the exterior of any Structure.
- 3.4(d) **CHIMNEYS:** Spark arrestors shall be required on all chimneys, and open fires will not be permitted.
- 3.4(e) **ROOFING:** Roof materials and color shall be consistent with the architecture, color, and exterior wall material of the Dwelling. Tiles, slate or architectural grade composition shingles will normally be required; however, the ACC may allow variations from this requirement on those cases where such variation would be harmonious with the surrounding area and where such roofing materials would not be practical for a particular design of a Dwelling. New and modern materials with a shake appearance would be considered.
- 3.4(f) **ROOF OVERHANG:** The overhang on a roof shall be at least eighteen (18) inches unless a lesser overhang is approved in writing by the ACC.
- 3.4(g) **EXTREME DESIGNS:** Homes of extreme or novel design may or may not be approved depending upon location and appearance, it being the intent of these Covenants to establish an area of quiet, unobtrusive dignity and quality consistent with other homes in the area.

- 3.4(h) **MATERIALS:** All materials used in the construction, alteration or remodeling of any building shall be new and of good quality and design. Used materials of good quality may be used, provided they are first approved in writing by the ACC. A sample of all exterior materials shall be submitted to the ACC for approval.
- 3.4(i) **DRIVEWAYS:** In addition to obtaining approval from the ACC, Owners must contact the El Paso County Department of Transportation for sizing of culverts prior to the installation of any driveways on or to any Lots.
- 3.4(j) **PENALTY FEE FOR VIOLATIONS:** Written application for approval of construction plans shall be made and signed by the Owner of the Lot, and the Owner shall be held responsible for any violations of the Covenants which are committed by builder or other persons engaged by Owner. If any excavation, cutting of trees or construction is commenced by Owner, or by a builder commissioned by Owner, prior to receipt of written approval signed by all three (3) members of the ACC, then Owner shall pay any appropriate expenses, but in no event less than Three Hundred Dollars (\$300.00) to the Association which will utilize said funds to further enforce these Covenants as necessary. Any Owner violating this provision agrees to make such payment, and if legal steps are necessary to enforce these Covenants, such Owner further agrees to pay all legal expenses incurred by the Association in collection of said fee. Payment of said fees does not preclude further action by the ACC to disapprove such activity in which clearing or construction has begun.
- 3.4(k) **TEMPORARY RESIDENCES:** No structure of temporary character, camper, trailer, basement, tent or accessory building shall be used on any Lot as a residence, temporarily or permanently, either before or after construction of the main residence.
- 3.4(l) **PRESERVATION:** Dwellings and structures shall be located on Lots so as to minimize damage to existing foliage and natural growth. No trees may be removed other than under the provisions of Section 5.9 and the Lots shall be maintained in their natural state as nearly as possible, except that landscaping, a lawn and garden may be installed around the Dwelling provided the Owner obtains approval from the ACC. **NO CLEARING OR CUTTING OF TREES FOR A DRIVEWAY OR HOMESITE WILL BE COMMENCED PRIOR TO OBTAINING WRITTEN APPROVAL FROM THE ACC.**
- 3.4(m) **TIME OF CONSTRUCTION:** Once construction is initiated on any structure, including walls, fences, residences, ancillary building or any other structure which has been previously approved by the ACC, construction of that particular structure, including landscaping, shall be completed within eighteen (18) months of the time such construction was initiated, except that the ACC may extend the time of construction for additional periods under unusual circumstances. Any such time extension shall not be valid unless it is issued in writing by the ACC.

- 3.4(n) ABANDONMENT: If any such structure(s) is abandoned, Declarant and/or the Association shall have the authority to remove all or portions of such structures so as to prevent its being unsightly and a detriment to the area. Notice of intent to remove will be posted on the Lot ten (10) days prior to such action, and in the event such removal becomes necessary, the Owner of the Lot shall be liable for all reasonable costs of such work.
- 3.4(o) LANDSCAPING AND WEEDS: Each Owner shall maintain their Lot so that it does not become overgrown or infested with weeds, or otherwise detract from the atmosphere of Armonia Ranch. Lawns, to the extent approved by the ACC, shall be maintained in good condition and shall be regularly mowed and watered.

SECTION 4: HOMEOWNERS ASSOCIATION

- 4.1 PURPOSE AND MEMBERS: The Armonia Ranch Homeowners Association, Inc. ("HOA" or the "Association") shall be formed and the Owners of each Lot shall be members of the Association. The purposes of the Association shall be administration of the ACC and any other committees of such Association as shall be established, government, maintenance and improvement of properties (including entry signs and mailboxes), administration of the water augmentation plan, recreational enjoyment, development of services and facilities, and enforcement of these Covenants. All Owners agree to become members and to be subject to such assessments as may be fixed by the Board of Directors of the Association. Each Lot shall carry one vote.
- 4.2 ASSESSMENTS: The Association shall have the power to levy and collect annual and special assessments. The initial annual assessment shall be \$100 per Lot per year, and may be increased, decreased or suspended thereafter by a majority vote of all Owners. Annual assessments shall be payable without proration when a Lot is first conveyed from the Declarant to an Owner. Special assessments may be assessed for the purpose of defraying, in whole or in part, the cost of any covenant enforcement action, litigation involving the Association, or administering or implementing the water augmentation plan described in Section 8. Declarant shall not be required to pay fees or assessments on any unsold or repossessed Lots. This exception shall not apply to any Lots occupied by Declarant as its residence.
- 4.3 DIRECTORS: The Declarant shall appoint the initial three Directors of the Association Board. The members of the Association shall hold election for one Director at such time that 4 Lots have been sold by Declarant and such elected Director shall replace one of the Directors appointed by the Declarant. The members of the Association shall elect a second Director at such time that 8 Lots have been sold by Declarant and such second elected Director shall replace one of the remaining Directors appointed by Declarant. Once 11 Lots have been sold by Declarant, the members of the Association shall elect a third Director and replace the last remaining Director appointed by the Declarant.

- 4.4 **BYLAWS AND RULES:** The Association shall be governed by its Articles of Incorporation and Bylaws as they may be adopted and amended by the members of the Association. The Association shall have the power to adopt and enforce reasonable rules and regulations that are consistent with these Covenants.

SECTION 5: USE RESTRICTIONS

- 5.1 **CONSTRUCTION TO NOT INHIBIT VISIBILITY AT INTERSECTIONS:** No structure, fence, wall, hedge, tree or shrub planting that obstructs sight lines along subdivision roads or that interferes with or inhibits vision at an intersection shall be placed or permitted to remain on any Lot.
- 5.2 **RESUBDIVISION:** Resubdivision of Lots is not permitted.
- 5.3 **NUISANCE:** Nothing shall be done or permitted on any Lot, which may be or become an annoyance or nuisance to the neighborhood. No noxious, noise polluting or other offensive activities shall be carried on upon any Lot.
- 5.4 **COMMERCIAL ACTIVITIES:** Except as may be required by Declarant or a Builder in pursuit of construction activities within the Property. Lots shall be used for residential use only including uses which are customarily incident to such residential use, and may not be used at any time for business, commercial or professional purposes. However, an Owner may conduct business activities within a Dwelling in accordance with applicable County ordinances and further provided that all of the following conditions are met:
- (a) the business conducted is clearly secondary to the residential use of the Dwelling and is conducted entirely within the Residence;
 - (b) the existence or operation of the business is not detectable from outside the Dwelling by site, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
 - (c) the business does not result in an undue volume of traffic or parking within the Property;
 - (d) the business conforms to all applicable zoning requirements and is lawful in nature; and
 - (e) the business conforms to any Rules and Regulations that may be adopted by the HOA from time to time.
- 5.5 **REFUSE AND RUBBISH:** Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers must be underground or placed in walled-in areas designed to blend with the house so that they shall not be visible from other Lots, or from public streets. No trash, litter, junk, equipment boxes and other such items shall be permitted to remain exposed upon the premises and visible from public streets or from other Lots.

- 5.6 DRILLING: No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected maintained or permitted upon any Lot.
- 5.7 SIGNS: All signs displayed upon any of the premises or Lots must be first approved in writing by the ACC. This covenant does not preclude the temporary display of reasonably sized builder or realty signs not to exceed six (6) square feet in size. The ACC reserves the right to make exceptions to size requirements, or to require modifications or removal of any signs deemed not in keeping with the area and Subdivision décor. Declarant, its successors and assigns, reserve the right to erect and maintain an entryway on the Lots at each of the identified roadways as exist on the plat of the Subdivision, along with gateways, posts, walls signs and other structures to permanently identify Armonia Ranch Subdivision. In addition, Declarant reserves the right to place signs on any Lot in the Subdivision as Declarant deems necessary for safety or traffic guidance, and Owners in Armonia Ranch agree to accept such signs.
- 5.8 VEHICLE PARKING AND EQUIPMENT: No vehicles shall be stored or parked within the Subdivision except in a closed garage. However, recreation vehicles to include travel trailers, horse trailers, campers, boats or motor homes and various equipment may be kept to the rear of the house if not visible from public streets or from other homes within the Subdivision. Screening such items from public view with proper garaging or fencing approved by the ACC, may be satisfactory. The intent of this Covenant is to prevent clutter and enhance natural appearance, and not to unreasonably restrict Owners.
- 5.9 CLEARING OF TREES: Approval shall be obtained from the ACC to cut down, clear or kill any trees on any Lot except dead trees, for reasonable thinning of trees less than of four (4) inch diameter and for infestation control. Each Owner agrees that all the trees cleared by him will be disposed of in such a way that all Lots, whether vacant or occupied by building, shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard, or render a Lot unsightly. However, this shall not operate or restrict Owners from storing fireplace wood in neat stacks on their Lots. Owners are responsible for immediately removing diseased trees on their Lots, which might contaminate or spread to adjacent trees and Lots, and to meet any other Colorado State Forest Service recommendations or requirements pertaining to thinning of trees, or removal or treatment of pine beetle or mistletoe infested trees.
- 5.10(a) FENCING MATERIALS: All fencing within the Armonia Ranch Subdivision will match and will be a Treated Dowel Post and Rail fence with 3 rails per section. Welded wire may be installed on the enclosure side of a fence approved by the ACC in order to constrain smaller animals. All fencing must be pre-treated wood and left unpainted. All forms of wire fencing, including but not limited to smooth wire, barbed wire, chain link,

welded wire and chicken wire are prohibited anywhere within the Subdivision, including corral enclosures, except that welded wire may be installed on the enclosure side of a fence approved by the ACC in order to constrain smaller animals. Vinyl or white painted fences are prohibited. All fences must be approved, in writing by the ACC prior to erection.

- 5.10(b) FENCING LOCATIONS: All fencing must not be closer than one hundred (100) feet from all front lot lines. Front Lot lines are defined as where a Lot adjoins Dark Sky Trail, Armonia Ranch Court, or Twin Pines Road. Fencing along Burgess Road and Goodson Road can be placed along the property line as to not interfere with the public right of way. Fencing along Lot lines that adjoin another Lot inside or outside Armonia Ranch must have a setback that is at least ten (10) feet from the lot line. Lots 2, 3, 4, 6, 10, 11 and 14 must install a green Prefert sixteen (16) foot wide gate (or alternative approved by ACC) along their northerly and southerly borders within the Tri-Lakes utility easement to accommodate utility company access. Declarant will not be responsible for or defend adverse possession suits based on external boundary differences. All fences must be approved, in writing by the ACC prior to erection, and all fencing is subject to the restrictions as set forth in the Plat.
- 5.11 ANTENNAE: Attic antennas inside the house (as opposed to outdoor roof antennas) are effective, are less vulnerable to damage and are encouraged; tall or otherwise prominent and visible antennas are prohibited.
- 5.12 FIREARMS: No hunting of any kind nor the discharge of firearms will be permitted in Armonia Ranch.
- 5.13 NOXIOUS VEHICLES AND NOISE: No activity shall be permitted which will generate a noise level sufficient to interfere with the reasonable, quiet enjoyment of the persons on any adjoining or nearby Lots. Snowmobile race tracks and motorcycle courses are prohibited.
- 5.14 UTILITIES: Each Owner shall be responsible for installing and maintaining all utility services to his individual Lot from the point of access provided by Declarant. All such utility service lines shall be underground.
- 5.15 LIGHTING: Exterior lighting installed on any Lot shall either be downward directed and of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots. Overnight lighting shall be maintained at the minimum necessary for security purposes so as not to disturb residents of adjacent Lots. No sodium or mercury lights are permitted.
- 5.16 CLOTHESLINES: No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis.

- 5.17 SWIMMING POOLS: No above-ground swimming pools shall be permitted.
- 5.18 SOLAR OR WIND ENERGY DEVICES: All solar or wind energy devices installed on a Lot must be designed by a licensed professional and approved in advance by the ACC. Plans for solar or wind energy devices submitted to the ACC must bear an engineer's stamp. All solar and wind energy devices must also comply with any governmental-imposed requirements.

SECTION 6: ANIMALS

- 6.1 PERMITTED ANIMALS: No animals shall be housed, raised or kept for any commercial purposes except horse boarding as permitted below or 4H or related activities. No more than a combined total of four (4) horses, llamas, alpaca's, or goats, per Lot may be kept on each Lot. No more than a combined total of eight (8) poultry (except roosters) per Lot may be kept on each Lot. Commonly accepted household pets may be kept provided they are not kept or maintained for commercial purpose and they are housed and maintained inside a house or barn. Kennels for the commercial raising and/or breeding of animals are prohibited. Horse boarding is permitted as long as the combined total stated above is not exceeded. Cows, pigs, roosters, and all other livestock not listed above are prohibited; however, the Association may grant temporary exceptions for Owners participating in 4H or related activities. Exotic animals such as deer, elk, buffalo, and wolves are not permitted.
- 6.2 STABLE AND BARN LOCATION: Approved livestock (as described in Section 6.1) shall be kept within an approved enclosure (corral, stable or barn and horse exercise runs) at all times when not at pasture or being used for riding. Open grazing of horses outside such enclosures is allowed in designated fenced areas, which shall be in the rear of the Lot, behind the main Dwelling and at least 100 feet back from the access road. No stables, barns, corrals, exercise runs, or any other structure for the housing or feeding of horses shall be located or placed closer than one hundred (100) feet to any Dwelling or to any adjoining Lot line, or closer than one hundred fifty (150) feet to any public street. The ACC is empowered to make exceptions to Lots where the foregoing setbacks or required locations are not practical. In all such cases, however, the location of such facilities relative to other Lots and appearance from other Lots and public roads will be a major consideration to the ACC. County regulations, which may restrict the location and maintenance of stable facilities, if more stringent, will apply.
- 6.3 STABLE AND BARN CONSTRUCTION: Stables, barns and corrals shall be of sturdy materials and finished construction, and complimentary to the design, color, construction and location of the Dwelling. Such may not be placed on any Lot prior to the construction of a Dwelling except in cases of multiple contiguous Lot ownership wherein a Dwelling has first been constructed on one of the Owner's several Lots. No stable, barn or corral will be situated on the street side of any residence, except on Lots that have

written approval of the ACC. Barns, corrals and horse exercise runs will not exceed a total of 35,000 square feet in size. All stables, corrals, or any structure for the housing, enclosure or feeding of horses shall be first approved in writing by the ACC as to location, design and color and shall be maintained in compliance with all health regulations. In case of single ownership of more than one Lot, the setback restrictions of this Covenant concerning horses shall apply to the collection of the Owner's Lots as a whole.

SECTION 7: ADMINISTRATIVE PROVISIONS

- 7.1 **TERM OF COVENANTS:** These Covenants and restrictions are to run with the land and shall remain in full force and effect for twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a simple majority of the then Owners of the Lots has been recorded, changing said Covenants in whole or part.
- 7.2 **AMENDMENT:** These Covenants may be amended at any time by an affirmative vote of at least eight (8) Owners (one vote per Lot). All changes will be formally recorded in El Paso County, Colorado.
- 7.3 **VA/FHA APPROVALS:** Declarant reserves the right to amend this Declaration as may be required in order to obtain VA or FHA approval of the Subdivision.
- 7.4 **ENFORCEMENT:** These Covenants are for the benefit of the Owners, jointly and severally. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant, and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy. The Declarant, the ACC, the Association when formed, or any Owner may act to enforce these Covenants. Each Owner upon purchase of his Lot shall pay to the Association a transfer fee of One Hundred Dollars (\$100.00) at the Lot closing. Such fees shall provide a fund for future legal or other expenses on the part of the Declarant or the Association involved in the enforcement of these Covenants, and who are authorized to use said fund. Declarant and the Association, acting together or separately, or through authorized agents or employees, further reserve the right whenever there shall have been an apparent violation of one or more of the provisions of these Covenants, to enter upon the Property where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. Any party exercising its right to enforce these Covenants shall not be required to post any bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies for enforcement of these Covenants shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the

others. In addition, if a judicial action is necessary to enforce these Covenants and a violation is established, the violator(s) shall pay all costs of the enforcement proceeding, including attorney fees. The failure to enforce any right, reservation, restriction, or condition contained herein however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

- 7.5 NOTICES: Any notice required to be given to any owner or other person under the provisions of these Covenants, shall be deemed to have been properly given when mailed, postage paid, to the last known address of said Owner. Notices to the ACC shall be addressed to the current chairperson of the ACC and to the Association.
- 7.6 DECLARANT MAY ASSIGN: The Declarant may assign any and all of their rights, powers, obligations and privileges under this instrument to any other corporation, association or person. Upon such assignment, the assigning party shall be relieved of any liability or obligation.

SECTION 8: WATER SUPPLY PLAN

- 8.1 Well permits for up to 14 individual on-Lot Dawson aquifer wells shall be available upon application subject to approval by the Commission and the conditions for well permit issuance in the Commission's Findings and Order of October 4, 2007, for Determination of Water Right No. 1225-BD and subject to the terms and conditions of the replacement plan therein. Each Owner will be conveyed 0.55 acre-feet per year of Dawson aquifer groundwater to be withdrawn over a period of 300 years (165 acre feet total), and to be permitted pursuant to the replacement plan as described in the Findings and Order of the Colorado Groundwater Commission dated October 4, 2007, as recorded at Reception #210007628 of the records of El Paso County, Colorado.
- 8.2 Each Owner will be responsible for obtaining a well permit for the drilling of an individual Dawson aquifer well to serve their individual Lot. The wells must be constructed to withdraw water from only the Dawson aquifer, and said wells shall not exceed a depth of approximately 695 below ground surface or the bottom of the Dawson aquifer, whichever comes first. The wells must have plain, non-perforated casing installed and sealed from the ground surface to at least 100 feet below the ground.
- 8.3 Each individual Dawson aquifer well shall have a maximum pumping rate of 15 gallons per minute, and shall be limited to an annual amount of 0.55 acre-feet for residential use in one single family Dwelling, irrigation of no more than 3,200 square feet of lawn and garden, and the watering of up to 4 horses, as described in Section 6.1. Each Lot shall utilize a non-evaporative septic system.

- 8.4 If an individual Lot Owner acquires from Declarant any water rights in the Denver aquifer as determined in Determination of Water Right 1224-BD, recorded at reception number 210007629 of the El Paso County real estate records, then such Owner may apply for a well permit for a well to withdraw such water at an annual rate not to exceed one percent of the total amount of water so conveyed, and such water may be utilized for any beneficial use on the Property, but not elsewhere. For example, if an Owner were conveyed 1/14th of the water rights in the Denver aquifer determined in Determination of Water Right 1224-BD, or (4,080 acre feet / 14 lots equals) 291.4 acre feet, then the lot Owner could apply for a well permit allowing the withdrawal of 2.914 acre feet annually, The uses of Denver aquifer water shall be in addition to the uses allowed pursuant to paragraph 8.3, so that (by example and not by way of limitation) more than 3,200 square feet of landscape and/or garden could be irrigated, and more than four horses could be watered.
- 8.5 Each well shall be marked by the Owner with its permit number and the name of the producing aquifer.
- 8.6 Totalizing flow meters shall be installed on each well and maintained in good working by the Owner. Annual diversion records shall be maintained by the individual Lot owners and submitted to the Association by January 15th of each year for the amounts withdrawn within the previous calendar year. Failure to provide said accounting by the Owners may result in penalties or additional assessments by the Association or curtailment of the well by the Colorado Division of Water Resources.
- 8.7 The Association shall be responsible for the accounting and replacement requirements under the replacement plan as described in the Findings and Order previously referenced. The Owner shall submit to the Colorado Groundwater Commission via the Colorado Division of Water Resources no later than February 15th of each year an annual summary of the withdrawals during the previous calendar year. Said summary will include the number of wells operating, estimated area irrigated on each Lot, and number of horses watered by each well. The summary shall also indicate how much water is being withdrawn from each aquifer (Dawson or Denver, or both).

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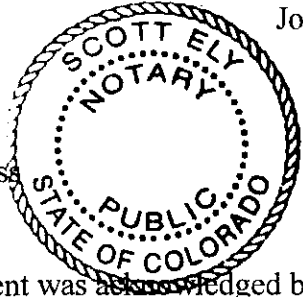
IN WITNESS WHEREOF, Declarant has executed this Declaration this 5th day of February, 2010.

DECLARANT:

[Signature]
Matthew T. Russell

[Signature]
Joy M. Russell

STATE OF COLORADO)
)ss
COUNTY OF EL PASO)

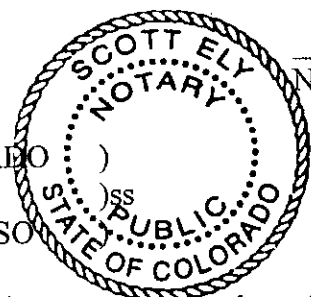


The foregoing instrument was acknowledged before me this 5th day of FEBRUARY, 2010 by Matthew T. Russell, Declarant.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: My Commission Expires 02-21-10

STATE OF COLORADO)
)ss
COUNTY OF EL PASO)



[Signature]
Notary Public

The foregoing instrument was acknowledged before me this 5th day of FEBRUARY, 2010 by Joy M. Russell, Declarant.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: My Commission Expires 02-21-10

[Signature]
Notary Public

Exhibit A

Legal Description: Armonia Ranch Subdivision, a subdivision, according to the Final Plat recorded on January 28, 2010 at Reception No. 210713020 of the Real Property Records of El Paso County, State of Colorado.